

CITY OF FAIR OAKS RANCH
MUNICIPAL DEVELOPMENT DISTRICT MEETING

Wednesday, April 09, 2025 at 4:00 PM

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

AGENDA

OPEN MEETING

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

CITIZENS and GUEST FORUM

To address the Board, 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, the MDD Board may not discuss or take action on any item which has not been posted on the agenda. Speakers shall limit their comments to five (5) minutes each.

3. Citizens to be heard.

CONSENT AGENDA

4. Approval of the January 8, 2025 Regular MDD Board meeting minutes

Keith Rhoden, MDD Secretary

REPORTS

5. Quarterly Financial and Investment Report for the quarter ended March 31, 2025

Summer Fleming, CGFO, MDD Investment Officer

6. Fair Oaks Ranch Community Center project status update

Kelsey Delgado, Project Manager

CONSIDERATION / ACTION ITEMS

7. Consideration and possible action approving an amended funding application from the City of Fair Oaks Ranch for a gateway monument

Scott M. Huizenga, ICMA-CM, City Manager

8. Discussion, consideration and possible action on the execution of a Chapter 377 Project Funding Agreement with the City of Fair Oaks Ranch for development of a gateway monument

Scott M. Huizenga, ICMA-CM, City Manager

- 9. Consideration and possible action approving a budget amendment to the FY 2024-25 MDD budget

Summer Fleming, CGFO, MDD Investment Officer

- 10. Discussion, consideration and possible action to update MDD policy language regarding a process for managing small dollar project requests

Mike Lovelace, Small Scope / Small Dollar Subcommittee Chairman

- 11. Discussion, consideration and possible action on revising the MDD Rules of Procedure

Laura Koerner, MDD President

- 12. Discussion, consideration, and possible action on MDD Strategic Planning

Keith Rhoden, MDD Secretary

ADJOURNMENT

Next quarterly meeting: July 9, 2025 AT 4:00 PM.

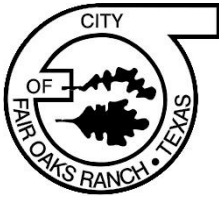
Signature of Agenda Approval: s/ Laura Koerner

Laura Koerner, President

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

As per Texas Government Code 551.045, said Notice was posted by 4:00 PM, April 6, 2025 and remained so posted continuously for at least 72 hours before said meeting was convened. A quorum of City Council and various boards, committees, and commissions may attend the Municipal Development District board 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.



**CITY OF FAIR OAKS RANCH
MUNICIPAL DEVELOPMENT DISTRICT MEETING**

Wednesday, January 08, 2025 at 4:00 PM

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

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum.

Present: President Laura Koerner, Vice President Nicholas DiCianni, Secretary Keith Rhoden, David Fairhurst, Steven Robertson, and Ruben Olvera

Absent Treasurer Mike Lovelace

With a quorum present, the meeting was called to order at 4:00 PM.

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

CITIZENS and GUEST FORUM

3. Citizens to be heard – No citizens signed up to speak.

CONSENT AGENDA

4. Approval of the October 9, 2024 Regular MDD Board meeting minutes

The consent agenda was approved by consensus.

REPORTS

5. Quarterly Financial and Investment Report for the quarter ended December 31, 2024

Summer Fleming, CGFO, MDD Investment Officer, provided a financial and investment report to the Board on the District's investment portfolio.

6. Fair Oaks Ranch Community Center project status update

Kelsey Delgado, Project Manager, informed the Board that the design/development phase of the project was complete. A workshop is scheduled to take place at the next Council meeting where the architect and staff to go over highlights of the 100% design plan. Staff plans to advertise the project for bid in February if there are no changes as a result of the workshop. The goal is to award the contract in April for construction to begin in May with substantial completion expected in May of 2026.

CONSIDERATION / ACTION ITEMS

7. Consideration and possible action to approve the MDD Audit Report for the fiscal year ended September 30, 2024

Jon Watson, CPA, Audit Partner, BrooksWatson & Co., PLLC, provided a brief overview of the Districts audit and reported that the District received an unmodified opinion the highest level of assurance.

MOTION: Made by Keith Rhoden and seconded by Ruben Olvera to approve the MDD’s Audited Financial Report for the fiscal year ended September 30, 2024.

VOTE: 6-0; Motion Passed.

President Koerner, with the agreement of the Board, moved agenda item 9 out of order.

9. Consideration and possible action regarding an MDD Grant Funding Application for Gateway Feature from the City of Fair Oaks Ranch

MOTION: Made by Vice President DiCianni and seconded by Ruben Olvera to approve the MDD funding application from the City of Fair Oaks Ranch for a Gateway Monument Project for an amount not to exceed \$148,128.50. Additionally, I move to authorize the MDD Chair to enter into negotiations for a grant award agreement with the City of Fair Oaks Ranch, with the final, tentative agreement to be presented to the MDD Board for review and approval prior to execution.

VOTE: 6-0; Motion Passed.

8. Discussion, consideration and possible action on the MDD Rules of Procedure

Laura Koerner, MDD President, explained that the Rules of Procedure are solely approved by the MDD Board. However, because certain aspects of the Board’s composition are governed by the City’s Code of Ordinances, an amending ordinance by City Council may be required before the Board can make changes to its Rules of Procedure. A redlined version of the Rules of Procedure was reviewed and discussed in detail. Following this discussion, the Board directed staff and the President to work with Legal Counsel to: (1) draft language addressing the number of City Council members who may serve on the MDD Board, and (2) conduct a legal review of the Rules.

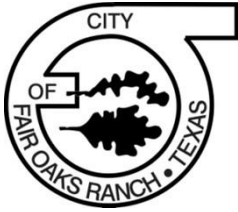
ADJOURNMENT

President Koerner adjourned the meeting at 5:51 PM.

ATTEST:

Laura Koerner, MDD President

Keith Rhoden, MDD Secretary



**MUNICIPAL DEVELOPMENT DISTRICT
REPORT
CITY OF FAIR OAKS RANCH, TEXAS**



AGENDA TOPIC: Quarterly Financial & Investment Report for the quarter ended March 31, 2025
DATE: April 9, 2025
DEPARTMENT: Finance
PRESENTED BY: Summer Fleming, MDD Investment Officer

INTRODUCTION/BACKGROUND:

Pursuant to Government Code Section 2256.023 and the MDD’s Investment Policy Section 11, the Investment Officer is required, on a quarterly basis, to prepare and submit to the MDD Board a written report of investment assets and the market value of the current investments.

The attached presentation is being made to comply with the Q2 FY2024-25 reporting requirements.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Frequent review and reporting of the MDD’s assets and investment vehicles is both prudent and necessary to verify that the MDD’s investment portfolio is being managed according to the investment policy.

BUDGETARY IMPACT:

Through January, the District has received \$180,231 in sales tax revenue. An additional \$86,000 has been accrued for February and March collections, as sales tax is received two months in arrears. This quarter, the District also earned \$37,970 in interest income, bringing the year-to-date total to \$78,132. Based on revenue trends observed over the past six months, the fiscal year revenue projection has increased \$79,000 above the original budget.

Year-to-date expenditures amount to \$36,638, covering the annual management fee, audit services, and legal expenses incurred so far. Expenditure projections remain at budget and as a result, the projected addition to fund balance is now \$615,525.

Investments are currently held in two local government investment pools with a combined balance of \$3.55 million as of March 31, 2025.

Fair Oaks Ranch
Municipal Development District
Quarterly Financial & Investment Report

For the Quarter Ended
March 31, 2025

Prepared by:

Summer Fleming

Summer Fleming, MDD Investment Officer

Fair Oaks Ranch Municipal Development District
 Statement of Revenues and Expenditures
 For the Quarter Ended March 31, 2025

	<u>Budget</u>	<u>Year End Projected</u>	<u>Projected vs Budget</u>	<u>Year-to-Date Actual</u>	<u>Percent of Budget</u>
Beginning Fund Balance	3,331,455	3,331,455			
<u>Revenues</u>					
Local Sales Tax	504,000	533,000	29,000	266,231	52.82%
Interest	100,000	150,000	50,000	78,132	78.13%
Total Revenue	<u>604,000</u>	<u>683,000</u>	<u>79,000</u>	<u>344,364</u>	<u>57.01%</u>
<u>Expenditures</u>					
Supplies	250	250	-	-	0.00%
Training/Seminars	500	500	-	120	24.00%
Attorney	3,500	3,500	-	1,593	45.51%
Auditor	4,725	4,725	-	4,725	100.00%
Professional Services	33,450	33,450	-	30,150	90.13%
Insurance	50	50	-	50	100.00%
Grant Awards	25,000	25,000	-	-	0.00%
Total Expenditures	<u>67,475</u>	<u>67,475</u>	<u>-</u>	<u>36,638</u>	<u>54.30%</u>
Revenues over/(under) expenditures	536,525	615,525	79,000	307,726	57.36%
Ending Fund Balance	3,867,980	3,946,980			
<u>Ending Fund Balance Detail</u>					
Operating	50,000	50,000			
Infrastructure - Assigned	2,617,980	2,696,980			
Infrastructure - Committed	<u>1,200,000</u>	<u>1,200,000</u>			
	3,867,980	3,946,980			

Fair Oaks Ranch Municipal Development District
 Investment Report
 For the Quarter Ended March 31, 2025

Description	Beginning Balance	Ending Balance	Market Value	QTD Interest	Fiscal YTD Interest	Avg Yield	Weighted Avg Maturity
Frost Bank	32,918	26,729	26,729	249	559	0.32%	N/A
TexPool	1,141,128	1,294,444	1,294,444	13,138	26,023	4.37%	38 Days
Texas Class	2,207,425	2,232,007	2,232,007	24,583	51,550	4.49%	48 Days
Total	3,381,470	3,553,181	3,553,181	37,970	78,132		

Interest Rate Comparison

Qtr Ended	TexPool	Texas CLASS	3 Month T-bill	6 Month T-bill	2 Year Treasury Note	CDARS 6 month CD
Jun-24	5.31%	5.43%	5.36%	5.32%	4.63%	4.73%
Sep-24	5.26%	5.39%	4.52%	4.23%	3.66%	3.74%
Dec-24	4.74%	4.89%	4.51%	4.42%	4.25%	3.97%
Mar-25	4.37%	4.49%	4.20%	4.07%	3.87%	3.65%
Year Average	4.92%	5.05%	4.65%	4.51%	4.10%	4.02%

Trends and Future Outlook

- The Fed kept the federal funds rate unchanged at 4.25%-4.5% during its March 2025 meeting, extending the pause in its rate-cut cycle that began in January, and in line with expectations. Policymakers noted that uncertainty around the economic outlook has increased but still anticipate reducing interest rates by around 50bps this year, the same as in the December projection.



**MUNICIPAL DEVELOPMENT DISTRICT
CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS**



AGENDA TOPIC: Consideration and possible action approving an amended grant funding application from the City of Fair Oaks Ranch for a Gateway Monument
DATE: April 9, 2025
DEPARTMENT: Administration
PRESENTED BY: Scott M. Huizenga, ICMA-CM, City Manager

INTRODUCTION/BACKGROUND:

At its regular meeting on January 8, 2025, the MDD Board evaluated a grant application in the amount of \$148,128.50 submitted by the City of Fair Oaks Ranch for a gateway monument at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive. The Board determined the project complies with relevant statutes and aligns with the MDD’s mission, goals, and objectives. Based on those determinations the Board approved the grant application and authorized the President to proceed to negotiate a grant award agreement with the City.

After the grant application was approved, the City issued an RFP for the construction of the gateway monument and received three proposals. A committee reviewed each proposal and selected the vendor with the lowest and best bid. Construction costs for the gateway monument are \$199,840, and the City has expended \$25,000 to date on design costs for the project. The City has submitted an amended grant application (**Exhibit A**) in the amount of \$224,840 and updated the timeline for the project.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The use of MDD funds for a gateway monument represents the use of sales tax proceeds to develop an asset that will provide long-term value to the City by reinforcing a positive image of the community and supporting future economic growth. The gateway monument will enhance the entryway into the City and establish a strong visual identity promoting civic pride and supporting the beautification of the City.

LONG TERM FINANCIAL & BUDGETARY IMPACT:

If the amended application is approved, a funding agreement in the amount of \$224,840 will be considered by the Board in a subsequent agenda item later in the meeting. Additionally, a budget amendment appropriating \$224,840 will be required. Budget amendments must be approved by the Board and City Council.

LEGAL ANALYSIS:

The MDD attorney has been provided a copy of the application.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the amended funding application from the City of Fair Oaks Ranch for a Gateway Monument Project for an amount not to exceed \$224,840.



Date: April 4, 2025
To: Municipal Development District (MDD)
From: City of Fair Oaks Ranch
Ref: MDD Grant Funding Application for Gateway Feature

On behalf of the City of Fair Oaks Ranch, I am pleased to submit the attached grant application for funding support from the Municipal Development District (MDD) for the Fair Oaks Ranch Gateway Monument Project. This project aims to create a visually striking and iconic entryway at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive. The project is a key component of our ongoing efforts to enhance community identity, increase property values, and support economic growth within the City.

The Gateway Monument Project involves the construction of a masonry entry monument with decorative signage, metal beams, and an arched metal element. Additional enhancements include stone columns, electrical service, lighting, a concrete header curb, and landscaping with native vegetation. Collectively, these elements will serve to beautify the area, promote civic pride, and make Fair Oaks Ranch more attractive to residents, businesses, and visitors.

We are requesting grant funding in the cumulative amount of \$224,840, which represents the full project cost inclusive of the \$25,000 designated for the design and engineering costs that the City has already funded, and construction costs of the project in the amount of \$199,840. The City's Public Works Department, led by Public Works Director Grant Watanabe, P.E., and Project Manager Kelsey Delgado, will oversee the project to ensure timely and efficient completion.

To support this funding request, we have included the following key attachments for your review:


- Grant Application: Comprehensive details about the project's scope, benefits, and funding request.
- Required Document Responses for questions 1-8 of the grant application.
- Construction Costs: An itemized cost breakdown from AAA Time Saver Services.
- Project Depictions: Design documents and visual representations of the planned monument, landscaping, and related features.
- Resolution 2024-28: A Resolution of the City Council of the City of Fair Oaks Ranch, Texas Authorizing Execution of an Agreement for Design Services of a Gateway Feature, Expenditure of the Required Funds, and Execution of All Applicable Documents by the City Manager and Directing the City Manager to Submit a Grant Application to the Municipal Development District.

We believe that the Gateway Monument will provide long-term value to the City by reinforcing a positive image of our community and supporting future economic development. The project's sustainable ongoing operations and upkeep will be incorporated into the routine maintenance schedule managed by the City's Public Works Department.

We appreciate your consideration of this request and look forward to your support. Should you require any additional information or have questions regarding the project, please do not hesitate to contact Joanna Merrill, Director of Human Resources and Communications at 210-698-0900 or via email at jmerrill@fairoaksranchtx.org.

Thank you for your time and attention to this important initiative.

Sincerely,

DocuSigned by:

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Scott Huizenga
City Manager
O: 210-698-0900
Email: shuizenga@fairoaksranchtx.org

Required Documents Response:

- 1.) Applicable Building Permits and Zoning Board approval.
 - a. N/A
- 2.) Contractors detailed cost estimate on Contractors letterhead
 - a. See "Attachment A"
- 3.) Project Budget breakdown of all anticipated expenses

DESCRIPTION	AMOUNT
DESIGN & ENGINEERING COSTS	\$25,000.00 Pre-Paid
SITE WORK / CURB DEMO ENTRY MONUMENT	\$ 9,800.00
CONCRETE HEADER CURB	\$82,092.00
FENCE COLUMNS	\$11,610.00
FENCE RAILS	\$25,529.00
LANDSCAPE	\$ 9,769.00
IRRIGATION	\$ 5,130.00
LIGHTING	\$ 3,500.00
ELECTRICAL SERVICE	\$21,460.00
INSURANCE & BOND	\$16,760.00
MOBILIZATION	\$ 8,190.00
	\$ 6,000.00
CONSTRUCTION TOTAL	\$224,840.00

- 4.) Plan for Post-Construction Upkeep and Sustainable Ongoing Operations
 - a. The upkeep and sustainable ongoing operations of the Fair Oaks Ranch Gateway Monument will be incorporated into the routine maintenance schedule of the City's existing properties. This will ensure consistent care and preservation of the monument's structural integrity, landscaping, and lighting features. Regular inspections, cleaning, and any necessary repairs will be managed by the City's Public Works Department as part of its ongoing maintenance responsibilities.
- 5.) Letter from Property owner if applicant is a tenant authorizing project
 - a. N/A
- 6.) Photographs of project location and existing structure
 - a. See "Attachment B"

- 7.) Detailed project plan and timeline for major milestones
 - a. See below project schedule

GATEWAY SCHEDULE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Advertise Request for Proposals								
Bid Opening								
Council Award								
Notice to Proceed								
Construction Start								
Construction End								

- 8.) FORHA and Unit HOA Restriction Committee Approvals (if applicable)
 - a. N/A

Executive Summary

MDD Mission Statement

The Mission of the Fair Oaks Municipal Development District is to approve funding for economic development, retention and improvement of the District, and for the improvement of short and long term property values.

What is the MDD?

The Municipal Development District is a Fair Oaks Ranch taxing entity that was established in 2011 with the purpose of providing a stimulus of economic growth within the City of Fair Oaks Ranch. The citizens of Fair Oaks Ranch approved a .5 cent tax to be added to the municipal sales tax as a funding source. The funds collected are to be used to help fund projects, commercial, civic and governmental, that will provide for economic, social, and civic growth while ensuring or increasing property values.

Who can use the MDD funds?

Commercial entities, civic organizations, governmental organizations and not for profit entities can apply for funding of projects that are qualified and meet standards that will provide economic growth, improve the quality of life for residents of Fair Oaks Ranch or offer social and/or safety benefits to the city and its residents. Funds are intended to be accessed by constituents of the City of Fair Oaks Ranch and its ETJ.

How does funding get approved?

Applicants will submit a formal application for consideration to the MDD that provides what the project would entail the expected benefits to the community, a business plan, funding provided by the applicant, proposed use of funds requested and timing of the proposed project. The MDD will evaluate requests to determine if the project meets the published State and Local standards[^] for project funding. Funding from the MDD can be partial or up to matching depending on the business case and application request. The MDD board will make the final decision on the request and will authorize the amount of funding.

What types of projects will be considered?

As stated, commercial, civic, safety, or municipal projects will be considered*. Projects can range from, Municipal infrastructure projects, small civic projects proposed by: e.g. scouting groups, FFA, 4H and the like, to commercial businesses seeking funding for remodeling and enhancing current facilities. Examples: an Eagle Scout project to provide a safety improvement to a park, a small business would like to improve signage that improves the appearance of the business, a potential business owner would like to renovate a space to meet city codes, a road construction would resolve an entrance problem for a business, a new business wishes to build a structure. These are examples but do not limit the types of projects for which individuals or groups can apply for funding assistance.

What will not be considered?

Funding request for a commercial project that does not have committed funding from a financial or private investor, funding requests for projects outside of the City of Fair Oaks, funding requests that do not contribute to social norms, funding requests that do not meet City/ETJ ordinances, funding requests for private residences, or funding requests deemed detrimental to the life style of the community.

How do I start?

A Business Plan should be developed providing what the project will do, how it will be implemented, who will be responsible, what benefits it will provide, timing for completion, funding the applicant has secured, and funding requested from MDD. The funding from MDD will be provided upon completion of the project.

An application should be completed and accompany the Business Plan. The form can be found on the MDD website. Funding sources should be documented and will be verified prior to any decision to fund by the MDD Board. A meeting with the board will be required for the requestor to present the project and discuss the business plan.

[*Appendix A – MDD Eligible Project Category List](#)

[*Appendix B – Project Application and Evaluation Guidelines](#)



Fair Oaks Ranch Municipal Development District Grant Funding Application

Applicant Name: City of Fair Oaks Ranch Business Name City of Fair Oaks Ranch

Contact Information: Name Joanna Merrill Title Director of Human Resources & Communications

Mailing Address 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015

Telephone Primary 210-698-0900 Secondary 210-888-2552 Email jmerrill@fairoaksranchtx.org

Business Email: jmerrill@fairoaksranchtx.org Website https://www.fairoaksranchtx.org/

Address of Project: Fair Oaks Parkway / Leslie Pfeiffer Drive

Mailing Address: _____

Applicant Tax ID# _____

Property Owner: City of Fair Oaks Ranch

Telephone 210-698-0900 Email _____

List of Partners/Principals of the Business (attach if necessary) require on 1st entry only

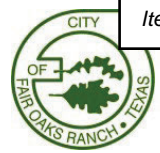
Name	Title	Contact #	Ownership%	Email
Joanna Merrill	Director of HR & Communicat	210-888-2552		jmerrill@fairoaksranchtx.org
Kelsey Delgado	Project Manager	210-698-0900		kdelgado@fairoaksranchtx.org
Grant Watanabe	Director of Public Works	210-698-0900		gwatanabe@fairoaksranchtx.org
Scott Huizenga	City Manager	210-698-0900		shuizenga@fairoaksranchtx.org

Project Type: (Select One)

Municipal Commercial Civic Organization Business Other _____

Applicant's relevant experience for the project for funding of project requested:

The City of Fair Oaks Ranch has extensive experience managing municipal improvement projects and has successfully overseen the construction and maintenance of public infrastructure, including roadways, and public facilities. The City's Public Works Director, Grant Watanabe, P.E., along with Project Manager Kelsey Delgado, will be responsible for overseeing the project to ensure it is completed on time and within budget.



Fair Oaks Ranch Municipal Development District Grant Funding Application

Applicant Funding Source

Bank or Financial institution providing Funding Frost Bank

Contact Name: Manuel Long Title Vice President - Public Finance

Address 111 W. Houston St., San Antonio, Texas 78205 Telephone 210-220-5372

Email manuel.long@frostbank.com Website

Overall Project Cost \$ 224,840.00 Has Applicant received economic assistance before? Yes

If yes, When, Where, and from What Source?

The City has been awarded a grant from the MDD for construction of a Community/Civic Center on the City campus. Additionally, the City has received FEMA assistance during declared storms to cover costs of debris clean-up and damages to City property related to storms, and received ARPA funds from the federal government during COVID.

Project Information: Describe what the project entails, Facade, Building, Remodel, Landscape, etc.

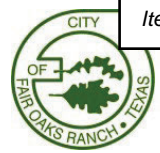
The project involves the construction of a gateway monument at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive. This project will include masonry with decorative signage, metal beams, and an arched metal element. A few of the detailed elements include stone columns, a concrete header curb, electrical service for lighting, and natural native vegetation for landscaping.

Project Title:

City Gateway Feature

Project Objective:

This project's objective is to enhance the entryway into Fair Oaks Ranch with a welcoming and iconic gateway monument, promoting civic pride, enhancing community identity, and supporting the beautification of the City.



Fair Oaks Ranch Municipal Development District Grant Funding Application

Expected Benefits:

Establish a strong visual identity for the City's entryway, making Fair Oaks Ranch more attractive to residents, promoting civic pride, and it will clearly identify entrance into Fair Oaks Ranch since the previous structures were removed by TxDOT.

MDD Funds Requested: \$ 224,840.00 Estimated Total Cost of the Project: \$ 224,840.00

(Note: Contractors detailed cost estimate must be attached)

Name of Contractor or Construction Manager: David Beyer

Company Name: Halff Associates, Inc.

Address: 100 NE Loop 410, Suite 200, San Antonio, TX 78216

Primary Telephone 210-798-1895

Mobile

Email address

Website

Applicants Architect: Marc Zak

Primary Telephone 830-455-6209

Mobile

Email Address

(Note: Blueprints or Rendering must be attached)

Estimated Date of Project Commencement: May 2025 and Completion: August 2025

*****Percentage of the project cost funded will be determined by the MDD Board of Directors.*****

Required Documents to be attached:

1. Applicable Building Permits and Zoning Board approval.
2. Contractors detailed cost estimate on Contractors letterhead
3. Project Budget breakdown of all anticipated expenses
4. Plan for post construction upkeep and sustainable ongoing operations
5. Letter from Property owner if applicant is a tenant authorizing project
6. Photographs of project location and existing structure
7. Detailed project plan and timeline for major milestones
8. FORHA and Unit HOA Restriction Committee Approvals (if applicable)

DocuSigned by:

Applicant's Signature

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Date 4/04/2025

Appendix A

MDD Eligible Project Category

The MDD will consider development projects as allowed and defined by Local Government Code Chapter 377; and Chapters 505.151-158.

Appendix B

Project Application and Evaluation Guidelines

1. Project Application Guidelines

1.1. Project Scoring Dimensions

For each proposed project, information & documentation should be collected and analyzed to gain satisfaction that the project is eligible for funding based on reasonably satisfying the requirements under each of the following dimensions:

- Compliance: MDD statutory constraints; City ordinances & codes
- Fit to FOR MDD mission, goals & objectives
- Economic and/or quality of life benefits: extent & duration
- Project quality: counterparty qualifications, project delivery risk and ongoing operations risk

1.2. Application Submittals

The required information & documentation may be satisfied via the following means:

- The required type and extent of information required may be submitted using an application form provided by the MDD or a grant proposal submitted by the applicant.
- Additional information required to assess an application may be requested from the applicant via a direct request from the designated MDD representative.
- Additional information required to make a final decision could be requested via a direct request from the MDD Board to the applicant.

1.3. Applicant Contact & Background Information

- Names and contact information for the natural person and/or entities that will have primary responsibility for delivery of the project and outcomes/ongoing benefits.
- If applicant is an entity, names and contact information for all principals who will have a significant role in the project.
- Legal form of entity
- Primary area of business activity
- Single point of contact for communication regarding application
- Resume: Applicant experience relevant to ability and capacity to deliver on project commitments

1.4. Project Contact Information

- Project site physical address
- Name of owner of project site property
- Site Owner's physical mail address, telephone number and email address

1.5. Project Summary Information

- Project Title
- Project Executive Summary (Template provided by MDD):
 - Executive outline of project objectives, desired outcomes & community benefits, including economic impact
 - Total project cost
 - Grant request
 - Other sources of financing
 - Target commencement date
 - Target completion date

1.6. Application Documents (provided at Applicant's discretion or requested by MDD based on project category & scope)

- Property owner acknowledgment & consent
- Detailed project work plan & timeline
- Project budget
- Plan for post-construction upkeep and ongoing operations of asset
- Design drawings
- Contractors & subcontractors
- Material specifications
- City zoning & permits documentation, as applicable
- Detailed information relating to project objectives, outcomes & community benefits (optional at Applicant's discretion)

1.7. Conditions & Acknowledgements

- One grant at a time per applicant/property owner.
- Grant acceptance is at MDD discretion.
- Grant is based on availability of funds within the MDD budget.
- Grant is subject to acceptance of MDD Terms & Conditions.
- Grantee is obligated to fulfill commitments of project objectives & benefits.

2. Project Evaluation Guidelines

2.1. Due Diligence Evaluation Criteria

For each proposed project, sufficient and competent information should be collected and analyzed to allow the Board to determine that the project reasonably meets the Board's standards for granting funds to a project. For all proposed projects, the following dimensions will be evaluated:

- **COMPLIANCE**
- **FIT**
- **BENEFITS** - Economic and/or quality of life benefits: extent & duration
- **RISK** - Project quality: counterparty qualifications, project delivery risk and ongoing operations risk

2.2. Evaluation Methodology

All project proposals will be assessed as follows:

- The President of the Board may choose to establish a subcommittee to perform the evaluation.
- If a subcommittee is used to perform the evaluation, the subcommittee will provide a report and recommendation to the Board for consideration and possible action.
- The project evaluation represents one aspect of the Board's considerations in making a grant award decision.
- COMPLIANCE will be evaluated based on the eligibility of project in accordance with Eligible Project Category (*Appendix A*).
- Information provided by the applicant will be evaluated to determine FIT, BENEFITS, and RISK.
- FIT will be evaluated based on conformance with the MDD mission goals and objectives.
- BENEFITS will be evaluated for economic and/or quality of life benefits, including extent and duration of the benefits to Fair Oaks Ranch.
- RISK will be evaluated for project quality considering counterparty qualifications, project delivery risks and ongoing operations risks.
- The desired outcome of the Boards deliberation will be to arrive at a decision that a project qualifies or does not qualify for funding based on COMPLIANCE, FIT, BENEFITS and RISK.
- The decision to approve project grant funding and funding amount is at the discretion of the Board.
- The decision regarding the availability and source of funds for a proposed project is at the discretion of the Board

RESOLUTION 2024-28

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

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

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

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

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

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

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

WHEREAS, City Council wishes to begin the Project immediately.

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

- Section 1.** The City Council hereby authorizes the City Manager to negotiate and execute an agreement to provide for design, survey and geotechnical services within the City's approved Procurement Policy and based on the conceptual design included in **Exhibit A**, to expend required funds and to execute any and all applicable documents to effectuate this Resolution.
- Section 2.** The City Council directs the City Manager to submit an application to the Municipal Development District for grant funding to support this project.
- Section 3.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 4.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 5. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 6. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

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

Section 8. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 16th day of May 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

EXHIBIT A

Exhibit A

Item #7.

Sign Envelope ID: 84C509D5-21FC-4475-B6CC-BECB70D48368



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



EXHIBIT A

Exhibit A

Item #7.

Sign Envelope ID: 84C509D5-21FC-4475-B6CC-BECB70D48368



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



EXHIBIT A

Exhibit A

Item #7.

Sign Envelope ID: 84C509D5-21FC-4475-B6CC-BECB70D48368



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





“Attachment A”

CONTINUATION SHEET

DLW DOCUMENT G703

PAGE OF PAGES

DLW Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO:
APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: Fair Oaks Entry

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	mobilization	\$6,000.00						\$6,000.00	
	Site work/ curb demo	\$9,800.00						\$9,800.00	
	Entry Monument	\$82,092.00						\$82,092.00	
	Concrete Header Curb	\$11,610.00						\$11,610.00	
	Electrical/ boring/ trench	\$16,760.00						\$16,760.00	
	Fence Columns	\$25,529.00						\$25,529.00	
	fence rails	\$9,769.00						\$9,769.00	
	landscape	\$5,130.00						\$5,130.00	
	temp irrigation	\$3,500.00						\$3,500.00	
	lighting	\$21,460.00						\$21,460.00	
	Bond/INS	\$8,190.00						\$8,190.00	
	GRAND TOTALS	\$199,840.00		\$0.00	\$0.00	\$0.00	100.00%	\$199,840.00	



“Attachment B”

DocuSign Envelope ID: 84C509D5-21FC-4475-B6CC-BECB70D4836B



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

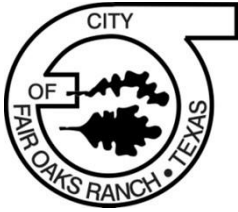


DocuSign Envelope ID: 84C509D5-21FC-4475-B6CC-BECB70D4836B



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





**MUNICIPAL DEVELOPMENT DISTRICT
CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS**



AGENDA TOPIC: Discussion, consideration and possible action on the execution of a Chapter 377 Project Funding Agreement with the City of Fair Oaks Ranch for development of a gateway monument

DATE: April 9, 2025

DEPARTMENT: Administration

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

INTRODUCTION/BACKGROUND:

At its regular meeting on January 8, 2025, the MDD Board evaluated a grant application in the amount of \$148,128.50 submitted by the City of Fair Oaks Ranch for a gateway monument at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive. The Board determined the project complies with relevant statutes and aligns with the MDD's mission, goals, and objectives. Based on those determinations the Board approved the grant application and authorized the President to proceed to negotiate a grant award agreement with the City.

After the grant application was approved, the City issued an RFP for the construction of the gateway monument and received three proposals. A committee reviewed each proposal and selected the vendor with the lowest and best bid. Construction costs for the gateway monument are \$199,840, and the City has expended \$25,000 to date on design costs for the project.

The City is amending its application to include an amount up to \$224,840 to encompass the full project budget. If approved, the Project Funding Agreement presented for your consideration includes the amended not-to-exceed amount of \$224,840 and has been reviewed by the MDD attorney.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The use of MDD funds for a gateway monument represents the use of sales tax proceeds to develop an asset that will provide long-term value to the City by reinforcing a positive image of the community and supporting future economic growth. The gateway monument will enhance the entryway into the City and establish a strong visual identity promoting civic pride and supporting the beautification of the City.

LONG TERM FINANCIAL & BUDGETARY IMPACT:

The total current fund balance in the MDD is \$3,331,455, of which \$2,081,455 is unallocated. The unallocated fund balance will be \$1,856,615 if the board approves the grant. MDD is in a sound position for cash flows to maintain capacity to consider other projects.

LEGAL ANALYSIS:

The project is an authorized project pursuant to Local Government Code Chapter 377 and the Project Funding Agreement was prepared with assistance from the MDD attorney.

RECOMMENDATION/PROPOSED MOTION:

I move for the MDD president to execute a Chapter 377 Project Funding Agreement between the Fair Oaks Ranch MDD and the City of Fair Oaks Ranch for development of a gateway monument for an amount not to exceed \$224,840 as described in the terms and conditions of the Agreement.

**CHAPTER 377 PROJECT FUNDING AGREEMENT
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FAIR OAKS RANCH, TEXAS AND
THE FAIR OAKS RANCH MUNICIPAL DEVELOPMENT DISTRICT**

This Chapter 377 Project Funding Agreement ("Agreement") is entered into between the City of Fair Oaks Ranch, Texas, a Texas home-rule municipal corporation, ("City") and the Fair Oaks Ranch Municipal Development District, a political subdivision of the State of Texas and City of Fair Oaks Ranch ("MDD"). The City and MDD may be referred to jointly herein as "the Parties" and individually as a "Party".

RECITALS

WHEREAS, in accordance with Chapter 377 of the Texas Local Government Code ("377"), the MDD may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development, stimulate business and commercial activity, as well as recreational or community facilities in the MDD; and

WHEREAS, the City desires to construct a Gateway Monument at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive; and

WHEREAS, the Gateway Monument will be constructed of masonry with decorative signage, metal beams, an arched metal element, stone columns, lighting, a concrete header curb and landscaping with natural vegetation; and

WHEREAS, the purpose of the project is to enhance the entryway into Fair Oaks Ranch with a welcoming and iconic Gateway Monument, promoting civic pride, enhancing community identity, and supporting economic growth within the City; and

WHEREAS, upon the completion of the Gateway Monument the MDD agrees to reimburse the City up to TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY DOLLARS AND NO CENTS (\$224,840.00); and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings; if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become

legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

**ARTICLE I
RECITALS**

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

**ARTICLE II
AUTHORITY AND TERM**

- 1. Authority.
 - (a) The MDD’s execution of this Agreement is authorized by Chapter 377 of the Texas Local Government Code and constitutes a valid and binding obligation of the MDD. The MDD acknowledges that City is acting in reliance upon the MDD’s performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the completion of the Facility, hereinafter established. The MDD’s execution of this agreement is authorized by any necessary action of the governing bodies of the District and City.
 - (b) The City’s execution of this Agreement is authorized by any necessary action by the governing body of the City and constitutes a valid and binding obligation of the City.

2. Term.

This Agreement will become enforceable upon the Effective Date and will terminate on the first to occur of:

- (a) The expiration of the Grant Term, as defined by Article III;
- (b) Upon actual receipt by City of the MDD's payment of the Maximum Grant Amount; or
- (c) Upon another termination event as provided for in Article VIII.

3. Purpose.
The purpose of this Agreement is to formalize the agreements between the City and the MDD for the grant of funds associated with the construction of a Gateway Monument. This

Agreement specifically states the covenants, representations of the Parties, and the incentives associated with City’s commitment to abide by the terms of this Agreement, which has been approved by the bodies governing the MDD and the City as required by state law. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by either Party may constitute a breach of the entire Agreement and terminate any further commitments by the nonbreaching Party unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement.

Upon the effective date, the MDD may designate, by Board action, the Treasurer and/or President to act as liaison and first point of contact for the City for purposes of this Agreement. Any proposed amendments to the Agreement shall still require the approval of the governing bodies of the MDD and City.

ARTICLE III

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“*Act of Default*” or “*Default*” means failure of either Party to timely, fully, and materially comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement.

“*City of Fair Oaks Ranch*” or “*City*” means the governing municipal corporation that is legally authorized to control the area that is within the city limits of the City of Fair Oaks Ranch, and the area that is within the City and/or Comal, Kendall and Bexar County, Texas.

“*Code*” means the Fair Oaks Ranch Code of Ordinances in effect as of the Effective Date.

“*Effective Date*” means the Effective Date described in Article IX.

“*Gateway Monument*” means the planned monument to be constructed at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive that will include stone columns, decorative signage, metal beams, lighting, a concrete header curb, and landscaping with native vegetation.

“*Force Majeure*” means an event beyond the reasonable control of a Party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, and lockouts.

“Grant Term” means the period beginning on the Effective Date and ending on the date of termination as provided for in this Agreement

“Maximum Grant Amount” or “Maximum Total Amount of Grant Payment” means an amount not to exceed TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY DOLLARS AND NO CENTS (\$224,840.00.)

“Program” means the economic development program established by the MDD by Resolution, or Order, as authorized by Chapter 377, Texas Local Government Code, for making loans and grants of public money to promote state or local economic development, stimulate business and commercial activity, as well as recreational or community facilities within the District.

“Project” means City’s planned development and construction of a Gateway Monument.

“Property” means that portion of land within the existing right of way generally located at the intersection of Fair Oaks Parkway and Leslie Pfeiffer drive.

“Substantial Completion” generally means that point in time when the entity or person overseeing the construction of the Gateway Monument provides possession to the City, and as more specifically defined in the construction documents for the Gateway Monument.

**ARTICLE IV
FACILITY**

Description of the Gateway Monument. Located at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive, the Gateway Monument will be constructed to clearly identify the entrance into Fair Oaks Ranch and create a visual identity for the City’s entryway coming from Interstate Highway 10. The Gateway Monument will include stone columns, metal beams, decorative signage, lighting, a concrete header curb and landscaping with native vegetation. Collectively these elements will serve to beautify the area, promote civic pride, and make Fair Oaks Ranch more attractive to residents, businesses, and visitors.

**ARTICLE V
CITY’S OBLIGATIONS**

1. Required Reporting

Quarterly Progress Reports. Beginning on the effective date, City shall deliver to MDD a report at each MDD Quarterly Meeting (unless such meeting is cancelled) until completion of the Gateway Monument and payment of the Grant. Each Quarterly Progress Report may include, but not necessarily be limited to, the following elements:

- a. construction schedule
- b. scope of work changes
- c. contract amendments
- d. risk and mitigations

2. Default.

a. Construction. Failure to complete the construction of the Gateway Monument within THREE HUNDRED SIXTY-FIVE (365) days from the Effective Date, shall cause the automatic termination of this Agreement without the need for any further action by the MDD; and, the MDD shall have no obligation to make any Grant Payments to City. Enforcement of this section is subject to Force Majeure. In the event of unforeseeable third-party delays, which are not Force Majeure, and upon a reasonable showing by City that it has in good faith commenced and is diligently pursuing the correction, removal or abatement of such delays by using commercially reasonable efforts, the MDD may consent to and excuse any such delays.

b. Force Majeure Events. Should a Force Majeure event impact the scheduled completion of the Gateway Monument, the City shall notify the MDD as soon as possible after learning of the qualifying event. The notice should include a description of the event, the specific delay that has been caused by the event, associated documentation, and the amount of time the City is requesting to be added to the time for completion of the Gateway Monument as an Amendment to the Agreement. Said request will be considered by the MDD at a called or regular meeting of the Board.

c. Reports and Information. City’s failure to timely and substantially comply with the reporting requirements of this Article may be considered a default; and, MDD shall be under no obligation to make any Grant Payment until such default is cured by compliance with such reporting requirements.

**ARTICLE VI
MDD’S OBLIGATION**

- 1. Grant Payments.** Provided City is in full compliance with the terms of this Agreement and is not in Default, upon receipt of a Notice of Substantial Completion as defined in the contract for construction for the Gateway Monument, a Grant Payment not to exceed TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY DOLLARS AND NO CENTS (\$224,840.00) shall be made from MDD to City within thirty (30) days from date of Notice of Substantial Completion.
- 2. Source of Grant Payments.** Said Grant Payments shall be payable only from the MDD’s Project Fund for its portion of all Sales Tax generated within the District received from the Comptroller, or any other lawfully appropriated funds held by the MDD for project purposes.
- 3. Maximum Total Amount of Grant Payment.** The maximum total amount of any Grant Payment authorized by this Agreement shall not exceed TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY DOLLARS AND NO CENTS (\$224,840.00).
- 4. Designated Funds.** MDD will provide for the Grant Payment to be made pursuant to this Agreement by establishing a separate MDD fund, or a subaccount of any existing fund or account in the MDD treasury, into which the Maximum Grant funds will be deposited or otherwise designated during the Term of this Agreement (the “Designated Funds”).

5. **Grant does not create a Debt.** Amounts payable under this Agreement constitute economic development funds and do not create a debt of the MDD. Said funds are payable only after Notice of Substantial Completion as set forth herein is received.

**ARTICLE VII
COVENANTS AND DUTIES**

1. **City’s Covenants and Duties.** City makes the covenants and warranties to the MDD and agrees to timely and fully perform the obligations and duties contained in Article V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the City.

- (a) The execution of this Agreement has been duly authorized by the governing body of City, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of City Charter.
- (b) City shall timely and fully comply with all of the terms and conditions of this Agreement.
- (c) City agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of any improvements to the property.
- (d) City agrees to develop the Project in accordance with the ordinances, rules, and regulations in effect on the date the Project was designated, unless specified otherwise in this Agreement.
- (e) City agrees to commence and complete the Project in substantial accordance with the Agreement.
- (f) City shall cooperate with the MDD in providing all necessary information to assist them in complying with this Agreement.
- (g) In accordance with Texas Government Code section 2264.051 City certifies that it does not and will not knowingly employ an undocumented worker, as that term is defined in the section and will require the same of those constructing the Gateway Monument.
- (h) To the extent required by Texas Government Code Section 2270.002 City acknowledges it currently does not, and shall not during the term of this Agreement, “Boycott Israel” and will require the same of those constructing the Gateway Monument.

2. **MDD’s Covenants and Duties.**

- (a) The MDD agrees to pay to City an amount, as specified below, not to exceed the Maximum Grant Amount from sources contemplated by this Agreement over a period not to exceed the Grant Term, subject to the conditions precedent that City has timely and fully complied with all applicable terms and conditions contained in this Agreement, and

the above designated Development Requirements are then satisfied. Further, MDD's obligation to pay City shall cease upon payment in full of the Maximum Grant Amount, or the expiration of this Agreement after the Grant Term, even if the Maximum Grant Amount has not been paid, or termination of this Agreement by MDD as provided herein, whichever occurs first.

(b) Failure by MDD to timely and substantially comply with its obligations hereunder shall be an Act of Default by MDD if uncured as provided for herein, and such uncured Act of Default will give City the right to the contracted amount then currently owing not already provided to City by MDD, subject the dispute resolution process established in Article IX.

(c) Subject to the terms and conditions as set forth above, MDD shall pay City the Maximum Grant Amount. Such payment is due to City as provided in Article VI. Failure by MDD to timely and fully comply with its obligations hereunder shall be an Act of Default.

**ARTICLE VIII
TERMINATION**

1. **Termination.** This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement’s Expiration Date, 365 days from the Effective Date;
- (c) Default by City; or
- (d) Payment of the maximum funds contemplated herein.

**ARTICLE IX
DISPUTE RESOLUTION**

1. **Mediation.** If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between designated representatives of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to litigation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of mediation shall be assessed equally between the Parties with each party bearing their own costs for attorneys’ fees, experts, and other costs of mediation and any ensuing litigation.

**ARTICLE X
MISCELLANEOUS**

1. **MDD's Liability Limitations.** Should MDD fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of the Agreement, such failures shall be an Act of Default by MDD and MDD shall have ninety days to cure and remove the Default upon receipt of written notice to do so from City. City specifically agrees that MDD shall only be liable to City for the amount of the money payments then currently owing to City and shall not be liable to City for any alleged or actual incidental or consequential damages.

2. **Mutual Assistance.** The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. **Effective Date.** This Agreement shall become effective on the date of execution by the last party.

4. **Representations and Warranties.** The MDD represents and warrants to City that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. City represents and warrants to the MDD that it has the requisite authority to enter into this Agreement.

5. **Independent Contractors.**

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, City at no time will be acting as an agent of the MDD and that all consultants or contractors engaged by City respectively will be independent contractors of City; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the MDD will not be liable for any claims that may be asserted by any third party occurring in connection with City respectively under this Agreement.

(b) By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the City or MDD with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the City, or any board member, or agent of the MDD, or City Council member or agent of City shall be personally responsible for any liability arising under or growing out of this Agreement.

6. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, facsimile with receipt confirmation, or by depositing the same in the United States Mail, postage prepaid and certified with return receipt requested, addressed to the Party at the address set forth below:

If intended for MDD:

MDD President
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78006

If to the City:

City Manager
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78006

Any Party may designate a different address at any time upon written notice to the other Parties.

- 7. **Governmental Records.** All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10
- 8. **Governing Law.** The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in Kendall County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
- 9. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties, as approved by the governing bodies of MDD and the City.
- 10. **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.
- 11. **Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.
- 12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by governing bodies of MDD and the City.

13. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

14. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

15. **Exhibits.** Any Exhibits attached hereto are incorporated by reference for all purposes. Exhibits included:

Exhibit “A” Approved application for funding.

16. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

17. **Employment of Undocumented Workers.** During the term of this Agreement, City agrees to not knowingly contract with any firm or individual for the construction of the Facility who employs any undocumented workers.

18. **Governmental Functions; Liability; No Waiver of Immunity or Defenses**

a. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

i. The services provided for herein are governmental functions, and the City and the MDD shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

ii. The relationship of the MDD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

iii. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.

b. The City shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the MDD in connection with the Agreement, and the MDD covenants and agrees, to the extent permitted by law, that the MDD shall be solely responsible, as between the MDD and the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the MDD or its respective employees, agents, representatives, or assigns, in connection therewith.

c. The MDD shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the City in connection with the Agreement, and the City covenants and agrees, to the extent permitted by law, that the City shall be solely responsible, as between the MDD and the City, for and with respect to any claim or cause of action

arising out of or with respect to any act, omission, or failure to act by the City or its respective employees, agents, representatives, or assigns, in connection therewith.

d. Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the MDD shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

e. Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

19. **Additional Instruments.** The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

20. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Executed on this _____ day of _____ 2025.

MDD

By: _____
Laura Koerner, President

ATTEST:

By: _____
Board Secretary

Executed on this _____ day of _____, 2025.

CITY

By: _____
Scott M. Huizenga, City Manager

ATTEST:

By: _____
Christina Picioccio, City Secretary



Date: April 4, 2025
To: Municipal Development District (MDD)
From: City of Fair Oaks Ranch
Ref: MDD Grant Funding Application for Gateway Feature

On behalf of the City of Fair Oaks Ranch, I am pleased to submit the attached grant application for funding support from the Municipal Development District (MDD) for the Fair Oaks Ranch Gateway Monument Project. This project aims to create a visually striking and iconic entryway at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive. The project is a key component of our ongoing efforts to enhance community identity, increase property values, and support economic growth within the City.

The Gateway Monument Project involves the construction of a masonry entry monument with decorative signage, metal beams, and an arched metal element. Additional enhancements include stone columns, electrical service, lighting, a concrete header curb, and landscaping with native vegetation. Collectively, these elements will serve to beautify the area, promote civic pride, and make Fair Oaks Ranch more attractive to residents, businesses, and visitors.

We are requesting grant funding in the cumulative amount of \$224,840, which represents the full project cost inclusive of the \$25,000 designated for the design and engineering costs that the City has already funded, and construction costs of the project in the amount of \$199,840. The City's Public Works Department, led by Public Works Director Grant Watanabe, P.E., and Project Manager Kelsey Delgado, will oversee the project to ensure timely and efficient completion.

To support this funding request, we have included the following key attachments for your review:


- Grant Application: Comprehensive details about the project's scope, benefits, and funding request.
- Required Document Responses for questions 1-8 of the grant application.
- Construction Costs: An itemized cost breakdown from AAA Time Saver Services.
- Project Depictions: Design documents and visual representations of the planned monument, landscaping, and related features.
- Resolution 2024-28: A Resolution of the City Council of the City of Fair Oaks Ranch, Texas Authorizing Execution of an Agreement for Design Services of a Gateway Feature, Expenditure of the Required Funds, and Execution of All Applicable Documents by the City Manager and Directing the City Manager to Submit a Grant Application to the Municipal Development District.

We believe that the Gateway Monument will provide long-term value to the City by reinforcing a positive image of our community and supporting future economic development. The project's sustainable ongoing operations and upkeep will be incorporated into the routine maintenance schedule managed by the City's Public Works Department.

We appreciate your consideration of this request and look forward to your support. Should you require any additional information or have questions regarding the project, please do not hesitate to contact Joanna Merrill, Director of Human Resources and Communications at 210-698-0900 or via email at jmerrill@fairoaksranchtx.org.

Thank you for your time and attention to this important initiative.

Sincerely,

DocuSigned by:

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Scott Huizenga
City Manager
O: 210-698-0900
Email: shuizenga@fairoaksranchtx.org

Required Documents Response:

- 1.) Applicable Building Permits and Zoning Board approval.
 - a. N/A
- 2.) Contractors detailed cost estimate on Contractors letterhead
 - a. See "Attachment A"
- 3.) Project Budget breakdown of all anticipated expenses

DESCRIPTION	AMOUNT
DESIGN & ENGINEERING COSTS	\$25,000.00 Pre-Paid
SITE WORK / CURB DEMO ENTRY MONUMENT	\$ 9,800.00
CONCRETE HEADER CURB	\$82,092.00
FENCE COLUMNS	\$11,610.00
FENCE RAILS	\$25,529.00
LANDSCAPE	\$ 9,769.00
IRRIGATION	\$ 5,130.00
LIGHTING	\$ 3,500.00
ELECTRICAL SERVICE	\$21,460.00
INSURANCE & BOND	\$16,760.00
MOBILIZATION	\$ 8,190.00
	\$ 6,000.00
CONSTRUCTION TOTAL	\$224,840.00

- 4.) Plan for Post-Construction Upkeep and Sustainable Ongoing Operations
 - a. The upkeep and sustainable ongoing operations of the Fair Oaks Ranch Gateway Monument will be incorporated into the routine maintenance schedule of the City's existing properties. This will ensure consistent care and preservation of the monument's structural integrity, landscaping, and lighting features. Regular inspections, cleaning, and any necessary repairs will be managed by the City's Public Works Department as part of its ongoing maintenance responsibilities.
- 5.) Letter from Property owner if applicant is a tenant authorizing project
 - a. N/A
- 6.) Photographs of project location and existing structure
 - a. See "Attachment B"

- 7.) Detailed project plan and timeline for major milestones
 - a. See below project schedule

GATEWAY SCHEDULE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Advertise Request for Proposals								
Bid Opening								
Council Award								
Notice to Proceed								
Construction Start								
Construction End								

- 8.) FORHA and Unit HOA Restriction Committee Approvals (if applicable)
 - a. N/A

Executive Summary

MDD Mission Statement

The Mission of the Fair Oaks Municipal Development District is to approve funding for economic development, retention and improvement of the District, and for the improvement of short and long term property values.

What is the MDD?

The Municipal Development District is a Fair Oaks Ranch taxing entity that was established in 2011 with the purpose of providing a stimulus of economic growth within the City of Fair Oaks Ranch. The citizens of Fair Oaks Ranch approved a .5 cent tax to be added to the municipal sales tax as a funding source. The funds collected are to be used to help fund projects, commercial, civic and governmental, that will provide for economic, social, and civic growth while ensuring or increasing property values.

Who can use the MDD funds?

Commercial entities, civic organizations, governmental organizations and not for profit entities can apply for funding of projects that are qualified and meet standards that will provide economic growth, improve the quality of life for residents of Fair Oaks Ranch or offer social and/or safety benefits to the city and its residents. Funds are intended to be accessed by constituents of the City of Fair Oaks Ranch and its ETJ.

How does funding get approved?

Applicants will submit a formal application for consideration to the MDD that provides what the project would entail the expected benefits to the community, a business plan, funding provided by the applicant, proposed use of funds requested and timing of the proposed project. The MDD will evaluate requests to determine if the project meets the published State and Local standards[^] for project funding. Funding from the MDD can be partial or up to matching depending on the business case and application request. The MDD board will make the final decision on the request and will authorize the amount of funding.

What types of projects will be considered?

As stated, commercial, civic, safety, or municipal projects will be considered*. Projects can range from, Municipal infrastructure projects, small civic projects proposed by: e.g. scouting groups, FFA, 4H and the like, to commercial businesses seeking funding for remodeling and enhancing current facilities. Examples: an Eagle Scout project to provide a safety improvement to a park, a small business would like to improve signage that improves the appearance of the business, a potential business owner would like to renovate a space to meet city codes, a road construction would resolve an entrance problem for a business, a new business wishes to build a structure. These are examples but do not limit the types of projects for which individuals or groups can apply for funding assistance.

What will not be considered?

Funding request for a commercial project that does not have committed funding from a financial or private investor, funding requests for projects outside of the City of Fair Oaks, funding requests that do not contribute to social norms, funding requests that do not meet City/ETJ ordinances, funding requests for private residences, or funding requests deemed detrimental to the life style of the community.

How do I start?

A Business Plan should be developed providing what the project will do, how it will be implemented, who will be responsible, what benefits it will provide, timing for completion, funding the applicant has secured, and funding requested from MDD. The funding from MDD will be provided upon completion of the project.

An application should be completed and accompany the Business Plan. The form can be found on the MDD website. Funding sources should be documented and will be verified prior to any decision to fund by the MDD Board. A meeting with the board will be required for the requestor to present the project and discuss the business plan.

[*Appendix A – MDD Eligible Project Category List](#)

[*Appendix B – Project Application and Evaluation Guidelines](#)



Fair Oaks Ranch Municipal Development District Grant Funding Application



Applicant Name: City of Fair Oaks Ranch Business Name City of Fair Oaks Ranch

Contact Information: Name Joanna Merrill Title Director of Human Resources & Communications

Mailing Address 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015

Telephone Primary 210-698-0900 Secondary 210-888-2552 Email jmerrill@fairoaksranchtx.org

Business Email: jmerrill@fairoaksranchtx.org Website https://www.fairoaksranchtx.org/

Address of Project: Fair Oaks Parkway / Leslie Pfeiffer Drive

Mailing Address: _____

Applicant Tax ID# _____

Property Owner: City of Fair Oaks Ranch

Telephone 210-698-0900 Email _____

List of Partners/Principals of the Business (attach if necessary) require on 1st entry only

Name	Title	Contact #	Ownership%	Email
Joanna Merrill	Director of HR & Communicat	210-888-2552		jmerrill@fairoaksranchtx.org
Kelsey Delgado	Project Manager	210-698-0900		kdelgado@fairoaksranchtx.org
Grant Watanabe	Director of Public Works	210-698-0900		gwatanabe@fairoaksranchtx.org
Scott Huizenga	City Manager	210-698-0900		shuizenga@fairoaksranchtx.org

Project Type: (Select One)

Municipal Commercial Civic Organization Business Other _____

Applicant's relevant experience for the project for funding of project requested:

The City of Fair Oaks Ranch has extensive experience managing municipal improvement projects and has successfully overseen the construction and maintenance of public infrastructure, including roadways, and public facilities. The City's Public Works Director, Grant Watanabe, P.E., along with Project Manager Kelsey Delgado, will be responsible for overseeing the project to ensure it is completed on time and within budget.



Fair Oaks Ranch Municipal Development District Grant Funding Application

Applicant Funding Source

Bank or Financial institution providing Funding Frost Bank

Contact Name: Manuel Long Title Vice President - Public Finance

Address 111 W. Houston St., San Antonio, Texas 78205 Telephone 210-220-5372

Email manuel.long@frostbank.com Website

Overall Project Cost \$ 224,840.00 Has Applicant received economic assistance before? Yes

If yes, When, Where, and from What Source?

The City has been awarded a grant from the MDD for construction of a Community/Civic Center on the City campus. Additionally, the City has received FEMA assistance during declared storms to cover costs of debris clean-up and damages to City property related to storms, and received ARPA funds from the federal government during COVID.

Project Information: Describe what the project entails, Facade, Building, Remodel, Landscape, etc.

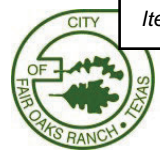
The project involves the construction of a gateway monument at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive. This project will include masonry with decorative signage, metal beams, and an arched metal element. A few of the detailed elements include stone columns, a concrete header curb, electrical service for lighting, and natural native vegetation for landscaping.

Project Title:

City Gateway Feature

Project Objective:

This project's objective is to enhance the entryway into Fair Oaks Ranch with a welcoming and iconic gateway monument, promoting civic pride, enhancing community identity, and supporting the beautification of the City.



Fair Oaks Ranch Municipal Development District Grant Funding Application

Expected Benefits:

Establish a strong visual identity for the City's entryway, making Fair Oaks Ranch more attractive to residents, promoting civic pride, and it will clearly identify entrance into Fair Oaks Ranch since the previous structures were removed by TxDOT.

MDD Funds Requested: \$ 224,840.00 Estimated Total Cost of the Project: \$ 224,840.00

(Note: Contractors detailed cost estimate must be attached)

Name of Contractor or Construction Manager: David Beyer

Company Name: Halff Associates, Inc.

Address: 100 NE Loop 410, Suite 200, San Antonio, TX 78216

Primary Telephone 210-798-1895

Mobile

Email address

Website

Applicants Architect: Marc Zak

Primary Telephone 830-455-6209

Mobile

Email Address

(Note: Blueprints or Rendering must be attached)

Estimated Date of Project Commencement: May 2025 and Completion: August 2025

*****Percentage of the project cost funded will be determined by the MDD Board of Directors.*****

Required Documents to be attached:

1. Applicable Building Permits and Zoning Board approval.
2. Contractors detailed cost estimate on Contractors letterhead
3. Project Budget breakdown of all anticipated expenses
4. Plan for post construction upkeep and sustainable ongoing operations
5. Letter from Property owner if applicant is a tenant authorizing project
6. Photographs of project location and existing structure
7. Detailed project plan and timeline for major milestones
8. FORHA and Unit HOA Restriction Committee Approvals (if applicable)

DocuSigned by:

Applicant's Signature

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Date 4/04/2025

Appendix A

MDD Eligible Project Category

The MDD will consider development projects as allowed and defined by Local Government Code Chapter 377; and Chapters 505.151-158.

Appendix B

Project Application and Evaluation Guidelines

1. Project Application Guidelines

1.1. Project Scoring Dimensions

For each proposed project, information & documentation should be collected and analyzed to gain satisfaction that the project is eligible for funding based on reasonably satisfying the requirements under each of the following dimensions:

- Compliance: MDD statutory constraints; City ordinances & codes
- Fit to FOR MDD mission, goals & objectives
- Economic and/or quality of life benefits: extent & duration
- Project quality: counterparty qualifications, project delivery risk and ongoing operations risk

1.2. Application Submittals

The required information & documentation may be satisfied via the following means:

- The required type and extent of information required may be submitted using an application form provided by the MDD or a grant proposal submitted by the applicant.
- Additional information required to assess an application may be requested from the applicant via a direct request from the designated MDD representative.
- Additional information required to make a final decision could be requested via a direct request from the MDD Board to the applicant.

1.3. Applicant Contact & Background Information

- Names and contact information for the natural person and/or entities that will have primary responsibility for delivery of the project and outcomes/ongoing benefits.
- If applicant is an entity, names and contact information for all principals who will have a significant role in the project.
- Legal form of entity
- Primary area of business activity
- Single point of contact for communication regarding application
- Resume: Applicant experience relevant to ability and capacity to deliver on project commitments

1.4. Project Contact Information

- Project site physical address
- Name of owner of project site property
- Site Owner's physical mail address, telephone number and email address

1.5. Project Summary Information

- Project Title
- Project Executive Summary (Template provided by MDD):
 - Executive outline of project objectives, desired outcomes & community benefits, including economic impact
 - Total project cost
 - Grant request
 - Other sources of financing
 - Target commencement date
 - Target completion date

1.6. Application Documents (provided at Applicant's discretion or requested by MDD based on project category & scope)

- Property owner acknowledgment & consent
- Detailed project work plan & timeline
- Project budget
- Plan for post-construction upkeep and ongoing operations of asset
- Design drawings
- Contractors & subcontractors
- Material specifications
- City zoning & permits documentation, as applicable
- Detailed information relating to project objectives, outcomes & community benefits (optional at Applicant's discretion)

1.7. Conditions & Acknowledgements

- One grant at a time per applicant/property owner.
- Grant acceptance is at MDD discretion.
- Grant is based on availability of funds within the MDD budget.
- Grant is subject to acceptance of MDD Terms & Conditions.
- Grantee is obligated to fulfill commitments of project objectives & benefits.

2. Project Evaluation Guidelines

2.1. Due Diligence Evaluation Criteria

For each proposed project, sufficient and competent information should be collected and analyzed to allow the Board to determine that the project reasonably meets the Board's standards for granting funds to a project. For all proposed projects, the following dimensions will be evaluated:

- **COMPLIANCE**
- **FIT**
- **BENEFITS** - Economic and/or quality of life benefits: extent & duration
- **RISK** - Project quality: counterparty qualifications, project delivery risk and ongoing operations risk

2.2. Evaluation Methodology

All project proposals will be assessed as follows:

- The President of the Board may choose to establish a subcommittee to perform the evaluation.
- If a subcommittee is used to perform the evaluation, the subcommittee will provide a report and recommendation to the Board for consideration and possible action.
- The project evaluation represents one aspect of the Board's considerations in making a grant award decision.
- COMPLIANCE will be evaluated based on the eligibility of project in accordance with Eligible Project Category (*Appendix A*).
- Information provided by the applicant will be evaluated to determine FIT, BENEFITS, and RISK.
- FIT will be evaluated based on conformance with the MDD mission goals and objectives.
- BENEFITS will be evaluated for economic and/or quality of life benefits, including extent and duration of the benefits to Fair Oaks Ranch.
- RISK will be evaluated for project quality considering counterparty qualifications, project delivery risks and ongoing operations risks.
- The desired outcome of the Boards deliberation will be to arrive at a decision that a project qualifies or does not qualify for funding based on COMPLIANCE, FIT, BENEFITS and RISK.
- The decision to approve project grant funding and funding amount is at the discretion of the Board.
- The decision regarding the availability and source of funds for a proposed project is at the discretion of the Board

RESOLUTION 2024-28

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

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

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

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

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

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

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

WHEREAS, City Council wishes to begin the Project immediately.

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

- Section 1.** The City Council hereby authorizes the City Manager to negotiate and execute an agreement to provide for design, survey and geotechnical services within the City’s approved Procurement Policy and based on the conceptual design included in **Exhibit A**, to expend required funds and to execute any and all applicable documents to effectuate this Resolution.
- Section 2.** The City Council directs the City Manager to submit an application to the Municipal Development District for grant funding to support this project.
- Section 3.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 4.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 5. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 6. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

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

Section 8. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 16th day of May 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

EXHIBIT A

Exhibit A

Item #8.

Sign Envelope ID: 84C509D5-21FC-4475-B6CC-BECB70D48368



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



EXHIBIT A

Exhibit A

Item #8.

Sign Envelope ID: 84C509D5-21FC-4475-B6CC-BECB70D48368



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



EXHIBIT A

Exhibit A

Item #8.

Sign Envelope ID: 84C509D5-21FC-4475-B6CC-BECB70D48368



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





“Attachment A”

CONTINUATION SHEET

DLW DOCUMENT G703

PAGE OF PAGES

DLW Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO:
APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: Fair Oaks Entry

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	mobilization	\$6,000.00						\$6,000.00	
	Site work/ curb demo	\$9,800.00						\$9,800.00	
	Entry Monument	\$82,092.00						\$82,092.00	
	Concrete Header Curb	\$11,610.00						\$11,610.00	
	Electrical/ boring/ trench	\$16,760.00						\$16,760.00	
	Fence Columns	\$25,529.00						\$25,529.00	
	fence rails	\$9,769.00						\$9,769.00	
	landscape	\$5,130.00						\$5,130.00	
	temp irrigation	\$3,500.00						\$3,500.00	
	lighting	\$21,460.00						\$21,460.00	
	Bond/INS	\$8,190.00						\$8,190.00	
	GRAND TOTALS	\$199,840.00		\$0.00	\$0.00	\$0.00	100.00%	\$199,840.00	



“Attachment B”

DocuSign Envelope ID: 84C509D5-21FC-4475-B6CC-BECB70D4836B



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

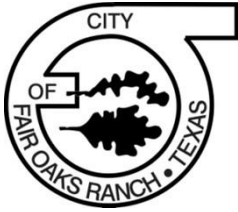


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CITY OF FAIR OAKS RANCH
COMMUNITY ENTRY CONCEPT; MAY 3, 2024





**MUNICIPAL DEVELOPMENT DISTRICT
CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS**



AGENDA TOPIC: Consideration and possible action approving an amendment to the FY 2024-25 budget

DATE: April 9, 2025

DEPARTMENT: Finance

PRESENTED BY: Summer Fleming, CGFO, MDD Investment Officer

INTRODUCTION/BACKGROUND:

The MDD Board will consider an amended grant application in the amount of \$224,840 from the City of Fair Oaks Ranch for a gateway monument at the intersection of Fair Oaks Parkway and Leslie Pfeiffer Drive. The original application was approved by the board at its January 8, 2025, meeting. If the amended application is approved, the Board will then consider authorizing execution of a Chapter 377 Project Funding Agreement with the City for this project.

Upon authorization of the Project Funding Agreement, a budget amendment is required to appropriate the funds for this awarded grant. The project is expected to conclude this fiscal year, at which time the MDD will reimburse the City in accordance with the project funding agreement.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The use of MDD funds for a gateway monument represents the use of sales tax proceeds to develop an asset that will provide long-term value to the City by reinforcing a positive image of the community and supporting future economic growth. The gateway monument will enhance the entryway into the City and establish a strong visual identity promoting civic pride and supporting the beautification of the City.

LONG TERM FINANCIAL & BUDGETARY IMPACT:

The total current fund balance in the MDD is \$3,331,455, of which \$2,081,455 is unallocated. The unallocated fund balance will be \$1,856,615 if the board approves the grant. MDD is in a sound position for cash flows to maintain capacity to consider other projects.

LEGAL ANALYSIS:

The project is an authorized project pursuant to Local Government Code Chapter 377.

RECOMMENDATION/PROPOSED MOTION:

I move to approve an amendment to the FY 2024-25 budget appropriating \$224,840 for grant award expenditure.

**FAIR OAKS RANCH MUNICIPAL DEVELOPMENT DISTRICT
FISCAL YEAR 2024-2025
PROPOSED BUDGET AMENDMENT**

	FY 24-25 ADOPTED BUDGET	FY 24-25 PROPOSED AMENDMENT	FY 24-25 AMENDED BUDGET
Beginning Fund Balance	\$ 3,331,455		\$ 3,331,455
 <u>Revenues</u>			
Local Sales Tax	\$ 504,000	\$ -	\$ 504,000
Interest	100,000	-	100,000
Total Revenue	<u>604,000</u>	<u>-</u>	<u>604,000</u>
 <u>Expenditures</u>			
Supplies	250	-	250
Training/Seminars	500	-	500
Attorney	3,500	-	3,500
Auditor	4,725	-	4,725
Professional Services	33,450	-	33,450
Insurance	50	-	50
Awarded Grants	25,000	224,840	249,840
Total Expenditures	<u>67,475</u>	<u>224,840</u>	<u>292,315</u>
Revenues over/(under) expenditures	\$ 536,525	\$ (224,840)	\$ 311,685
Ending Fund Balance	\$ 3,867,980		\$ 3,643,140

**FAIR OAKS RANCH MUNICIPAL
DEVELOPMENT DISTRICT RULES OF PROCEDURE**

**ARTICLE I
OFFICE, AGENT, PURPOSE, POWERS**

SECTION 1. REGISTERED OFFICE AND REGISTERED AGENT

The Fair Oaks Ranch Municipal Development District ("District") shall have and continuously maintain In the City of Fair Oaks Ranch ("City") a registered office, which registered office shall be the depository for all records of the district, and a registered agent whose office is identical with such registered office. The Registered Agent for the District shall be the President of the District. The registered office of the District shall be 7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015 whose mailing address is the same.

SECTION 2. PURPOSE

The District is a political subdivision of the State of Texas and the City for the purposes set forth in the Rules of Procedure, the same to be accomplished on behalf of the City as its duly constituted authority and instrumentality in accordance with Chapter 377 of the Texas Local Government Code ("Act"), other Applicable laws. The District was established for the purpose of developing and financing all permissible projects prescribed by the Act.

SECTION 3. POWERS

In the fulfillment of its purpose, the District shall be governed by the Act, and shall have all of the powers set forth and conferred in the Act, and in other applicable laws, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

**ARTICLE II
BOARD OF DIRECTORS**

SECTION 1. NUMBER AND TERM OF OFFICE

- A. The property and affairs of the District shall be managed and controlled by the Board and subject to the restrictions imposed by law and these Rules of Procedure. The Board shall exercise all of the powers of the District.
- B. The Board shall consist of seven (7)-Directors, each of whom shall be appointed by the City Council of the City, as prescribed by Fair Oaks Ranch Code of Ordinances Chapter 1 General Provisions, Article 1.08 Boards, Commissions, and Committees, Section 1.08.001 Municipal Development District Board of Directors. ~~Each of the Directors shall be a resident of the City of Fair Oaks Ranch or a resident of the City of Fair Oaks Ranch's Extraterritorial Jurisdiction.~~
- C. Each ~~member of the Board~~ Director shall be appointed ~~and to serve a two (2) years term. A Director shall serve or~~ until a successor is appointed ~~as hereinafter provided. Two (2) members shall be persons who are members of the Fair Oaks Ranch City Council and one (1) member shall be a person who is a member of the Fair Oaks Ranch Homeowner's Association.~~

D. Any Director may be removed from office by the City Council at will.

SECTION 2. VACANCIES AND RESIGNATIONS

A vacancy in any position of Director which occurs by reason of death, resignation, disqualification, removal or otherwise shall be filled by the City Council. A Director may resign at any time. Such resignation shall be made in writing, addressed to the Mayor and the City Secretary, with a copy to the Board, and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the City Secretary. If a vacancy occurs within a term, the appointment will be for the unexpired term of the vacated position.

SECTION 3. MEETINGS

The Board will meet in a public place, and on a day and time as set forth by the President at a minimum of no less than each ~~six~~ three (~~6~~3) calendar months of each fiscal year. The President, or upon the President's incapacity, the Vice-President, may call special meetings of the Board of Directors at such time as may be required.

SECTION 4. QUORUM

A quorum shall consist of a majority of the non-vacant Board positions, which shall be present for the conduct of the official business of the District. The act of a majority of the Directors at a meeting at which a quorum is in attendance shall constitute an action of the Board and of the District.

SECTION 5. COMPENSATION OF DIRECTORS

The Directors, including Officers shall not receive any salary or compensation for their services, however, Directors may, with prior approval of the Board, be reimbursed for their actual expenses incurred in the performance of their duties hereunder, including but not limited to the cost of travel, lodging and incidental expenses reasonably related to the duties of the Board. Travel expenses incurred by Directors for both regular and special meetings are not eligible for reimbursement.

**ARTICLE III
OFFICERS**

SECTION 1. TITLES AND TERM OF OFFICE

The Board of Directors shall choose from its members a President, Vice-President, Secretary and a Treasurer. The President, Vice-President, Secretary and Treasurer shall be elected by the Board of Directors by a majority vote of a quorum of the members at the first meeting held after the annual appointment of Board members by the Fair Oaks Ranch City Council.

SECTION 2. POWERS AND DUTIES OF THE PRESIDENT

The President shall be the Chief Executive Officer of the District, and shall, subject to the authority of the Board, preside at all meetings of the Board, and absent any different designation by the majority of the Board, shall sign and execute all contracts, conveyances, franchises, bonds in the name of the District. In addition, the President shall:

A. Call both regular and special meetings of the Board and establish the agenda for such;

- B. Have the right to vote on all matters coming before the Board;
- C. Have the authority to appoint standing or study committees to aid and assist the Board in its business undertaking or other matters incidental to the operation and functions of the Board.
- D. Perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board.
- E. Appear before the City Council, or be represented by a designee, periodically to give a report on the status of the activities of the District; and
- F. Appear before the City Council, or be represented by a designee, regarding any item being considered by the City Council concerning the District.

SECTION 3. VICE-PRESIDENT

The Vice-President shall exercise the powers of the President during that officer's absence, inability to act or expired term before the election of a new President. The Vice-President shall perform other duties as from time to time may be assigned by the President or the Board.

SECTION 4. SECRETARY

The Secretary shall ensure that: the minutes of the Board and its committees are recorded and retained as records of the District, all notices posted and served as required by law, the books, records and all documents and instruments are open to public inspection upon application at the office of the District during business hours. The Secretary shall attest the signature of the President or any other officer of the District.

SECTION 5. TREASURER

The Treasurer shall have the responsibility to ensure the proper handling, custody and security of all funds and securities of the District. The Treasurer may be required, at the expense of the District to give such bond for the faithful discharge of the duties in such form and amount as the Board may require by resolution. The Treasurer shall provide for financial reports of the District's activities in accordance with all statutory and MDD policy requirements. The Treasurer shall ensure compliance with the requirements under Article IV. Section 1: Annual Budget, and Section 2. Financial Books, Records, Audits.

SECTION 6. CONFLICT OF INTEREST

The members of the Board of Directors shall be considered local public officials within the meaning of Chapter 171 of the Texas Local Government Code. If a Director has a substantial interest, as that term is defined in said Chapter, in a business entity or real property which is the subject of deliberation by the Board of Directors, the Director shall file an affidavit with the Secretary of the District stating the nature or extent of the interest. Such affidavit shall be filed prior to any vote or decision upon the matter of the Board of Directors, and if required by said Chapter, the interested Director shall abstain from any vote or decision upon the matter.

SECTION 7. IMPLIED DUTIES

The District is authorized to take such actions as it may deem reasonable or necessary to accomplish any of the purposes or duties set out in these Rules of Procedure in accordance with the Act and any other applicable law.

**ARTICLE IV
FUNCTIONAL DUTIES AND RESPONSIBILITIES
GENERAL ECONOMIC DEVELOPMENT PLAN**

The District may research, develop and prepare any Economic Development Plan for the City, which shall include proposed methods and the expected costs of implementation. The Plan shall include both short- term and long-term goals for the economic development of the City, proposed methods for the elimination of unemployment and under-employment, and the promotion of employment, through the expansion and development of a sound, retail and commercial base for and within the City. The District shall review and update the Plan each year prior to submission of the annual budget required by other provisions of these Rules of Procedure.

SECTION 1. ANNUAL BUDGET

On or before July 15th of each year the Treasurer shall prepare and present a proposed budget of expected revenues and proposed expenditure for the next ensuing fiscal year to the Board. The fiscal year of the District shall commence on October 1st of each year and end on September 30th. The Budget shall be approved by the Fair Oaks Ranch City Council no later than the Council's last **regular** September Council Meeting.

SECTION 2. FINANCIAL BOOKS, RECORDS, AUDITS

The Treasurer shall keep and properly maintain, in accordance with generally accepted accounting principles, complete financial books, records, accounts and financial statements pertaining to its funds, activities and affairs.

The District's financial books, records, accounts, and financial statements shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm selected by the District. Such audit shall be at the expense of the District.

A copy of the final audit shall be filed with the City Secretary of the City of Fair Oaks Ranch **no later than March 30th of the following fiscal year for which the audit is performed for.**

**ARTICLE V
MISCELLANEOUS PROVISIONS**

SECTION 1. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

As provided in the Act, the District is for the purpose of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit, and its actions are governmental functions. The District shall indemnify each and every member of the Board, its officers and its employees to the fullest extent permitted by law against any and all liability or expense,

including attorney fees, incurred by any of such person by reason of any actions or omissions that may arise out of the functions and activities of the District. The indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action, or suit.

Specifically, it is the intent of these Rules of Procedure and the District to require the District to indemnify those named for indemnification, even for the consequences of the negligence of those indemnified which caused or contributed to cause any liability.

The District shall purchase and maintain insurance on behalf of any Director, Officer, employee or agent of the District, or on behalf of any person serving at the request of the District as a Board member, officer, employee or agent of another District, partnership, joint venture, trust or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the District, whether or not the District has the power to indemnify that person against liability for any of those acts.

SECTION 2. GIFTS

The Board may accept on behalf of the District any contribution, gift, bequest or device for the general purposes of the District.

SECTION 3. AMENDMENTS TO RULES OF PROCEDURE

The Board's Rules of Procedure may be amended or repealed, and new Rules of Procedure may be adopted by any affirmative vote of Five (5) of the authorized Directors serving on the Board.

SECTION 4. EFFECTIVE DATE

These Rules of Procedure and any subsequent amendments hereto, shall be effective as of and from the date on which approval has been given by the Board of Directors of the Fair Oaks Ranch Municipal Development District.

I certify that I am the duly elected President of the Fair Oaks Ranch Municipal Development District, and these Rules of Procedure were duly adopted at the meeting of the Board of Directors held on ~~October 13, 2021~~April 9, 2025 and do constitute the Rules of Procedure of the District.

President of the District _____
Laura Koerner

Signed this _____ day of _____, 2021.

ATTEST:

Secretary of the District _____
Roy E. Elizondo