



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, March 07, 2024 at 6:30 PM

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

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

AGENDA

OPEN MEETING

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

CITIZENS and GUEST FORUM

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

3. Citizens to be heard.

PRESENTATIONS

4. Presentation of a 5-Year Service Award to: Amanda Hinojosa, Police Corporal; Joanna Merrill, Director of Human Resources & Communications.

Jennifer Hudson, IPMA-CP, HR Generalist

5. Recognition of the State Equipment Rodeo Competition Winner: Eloy Contreras, Maintenance Technician.

Julio Colunga, Assistant Director of Public Works

CONSENT AGENDA

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

6. Approval of the February 8, 2024 Special City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

7. Approval of the February 15, 2024 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

8. Approval of a resolution authorizing the execution of a purchase order with Holt Cat for an emergency generator for Water Plant 4, expenditure of the required funds, and execution of all applicable documents by the City Manager.

Clayton Hoelscher, Procurement Manager

- [9.](#) Approval of a resolution authorizing the execution of a purchase order with Holt Cat for an emergency generator for Fire Station # 3, expenditure of the required funds, and execution of all applicable documents by the City Manager.

Clayton Hoelscher, Procurement Manager

CONSIDERATION/DISCUSSION ITEMS

- [10.](#) Presentation of the Certificate of Unopposed Candidates and consideration and possible action approving a resolution declaring unopposed candidates in the May 4, 2024 General Election elected to office and to cancel said General Election.

Christina Picioccio, TRMC, City Secretary

- [11.](#) Consideration and possible action to approve a resolution updating an Interlocal Cooperation Contract (ICC) for the Failure to Appear (FTA) Program with the Texas Department of Public Safety.

Ricardo Bautista, Court Administrator

WORKSHOP

- [12.](#) 2024 4th of July Celebration.

Clayton Hoelscher, Procurement Manager

- [13.](#) Landscape Watering Management Compliance Policy.

Carole Vanzant, CPM, Assistant City Manager, Community Services

- [14.](#) Roadway General Obligation Bond.

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

REQUESTS AND ANNOUNCEMENTS

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

CONVENE INTO EXECUTIVE SESSION

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

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

18. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
19. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.
20. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows.

Sec. 551.072 (Deliberation regarding real property)

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

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

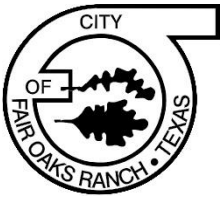
Signature of Agenda Approval: s/Gregory C. Maxton

Gregory C. Maxton, Mayor

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

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, March 4, 2024 and remained so posted continuously for at least 72 hours before said meeting was convened. A quorum of various boards, committees, and commissions may attend the City Council meeting.

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



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

Thursday, February 8, 2024 at 5:30 PM

City Hall Council Chambers, 7286 Dietz Elkhorn, Fair Oaks Ranch

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

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

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

Council Absent: Council Members: Stroup and Muenchow

With a quorum present, the meeting was called to order at 5:30 PM.

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

CITIZENS and GUEST FORUM

3. Citizens to be heard – None.

PURPOSE OF SPECIAL CALLED MEETING

4. Consideration and possible action approving a resolution ordering a General Election to be held May 4, 2024, for the election of Mayor and Council Member Place 1; to approve a Joint Election Agreement with Kendall County election, and to authorize the City Manager to sign the agreement.

MOTION: Made by Council Member Koerner, seconded by Council Member Olvera, to approve a resolution ordering a General Election to be held May 4, 2024, for the election of Mayor and Council Member Place 1; to approve a Joint Election Agreement with Kendall County election, and to authorize the City Manager to sign the agreement.

VOTE: 5-0; Motion Passed.

5. Consideration and possible action approving a first reading of an ordinance calling the Special Election reauthorizing the levying of local sales and use tax for the maintenance and repair of municipal streets to be held on May 4, 2024.

MOTION: Made by Council Member Rhoden, seconded by Council Member Parker, to approve the first reading of an ordinance calling a Special Election reauthorizing the levying of local sales and use tax for the maintenance and repair of municipal streets.

VOTE: 5-0; Motion Passed.

6. Consideration and possible approval of an Ordinance calling a bond election to be held by the City of Fair Oaks Ranch, Texas.

MOTION: Made by Council Member Rhoden, seconded by Council Member Koerner, that the City Council adopt an ordinance calling a bond election.

VOTE: 5-0; Motion Passed.

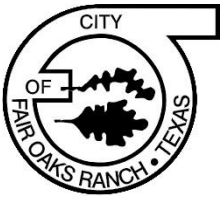
ADJOURNMENT

Mayor Maxton adjourned the meeting at 5:39 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



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

Thursday, February 15, 2024 at 6:30 PM
Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch
Live Stream: <https://www.youtube.com/channel/UCDqRvLvReqxrh1lbajwshKA/live>

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

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

With a quorum present, the meeting was called to order at 6:30 PM.

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

CITIZENS and GUEST FORUM

3. Citizens to be heard

There were no citizens to be heard.

PRESENTATIONS

- 4. Joanna Merrill, IPMS-SCP, Director of Human Resources and Communications, introduced new hire Jose Moreno, Maintenance Technician.
- 5. Mayor Gregory C. Maxton presented a Proclamation to School Resource Officers Iris Kabuss and Amanda Piña in recognition of School Resource Officer Appreciation Day, February 15, 2024
- 6. Joanna Merrill, IPMS-SCP, Director of Human Resources and Communications, recognized the Employee of the Quarter (Q1 – October 2023 through December 2023): Amanda Piña, School Resource Officer.
- 7. Mayor Gregory C. Maxton provided a presentation of the Government Finance Officers Association (GFOA) award for Outstanding Achievement in Popular Annual Financial Reporting for its Popular Annual Report for the Year Ended September 30, 2022.

CONSENT AGENDA

- 8. **Approval of the February 1, 2024 Regular City Council meeting minutes.**
- 9. **Approval of a second reading of an ordinance calling the Special Election reauthorizing the levying of local sales and use tax for the maintenance and repair of municipal streets to be held on May 4, 2024.**

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

VOTE: 7-0; Motion Passed.

WORKSHOP

Workshop items taken out of order.

11. FY 2023-24 Annual Street Maintenance Plan.

Julio Colunga, Assistant Director of Public Works and Jeanne Tarrants, RSP2, Legacy Engineering Group (GEC), provided a workshop of the FY 2023-24 Annual Street Maintenance Plan.

10. Civic Center Update.

Grant Watanabe, P.E., Director of Public Works and Engineering Services and Robert “Rocky” Lopez, AIA, Lopez Salas Architects, Inc., led a workshop regarding the “Community Center” design plan. Council voiced their desire to receive citizen input at the February 27, 2024 Town Hall meeting. They also requested alternative northside façade options (facing Dietz Elkhorn Road) capturing a more “ranch-like look,” fitting with the community. Architect Lopez agreed to provide additional drawings to be available at the Town Hall meeting.

12. Town Hall Meeting for Bond Election.

Mayor Gregory C. Maxton discussed a future Town Hall meeting to provide information regarding the Bond Election. City Council supported the proposed April 9th date. The Town Hall will be held at 6:30 PM at the Spring Creek United Methodist Church.

REPORTS FROM STAFF AND COMMITTEES

13. Presentation of the Quarterly Financial and Investment Report for the Quarter Ended December 31, 2023.

Summer Fleming, Director of Finance, provided to Council a Quarterly Financial and Investment Report for the Quarter ended December 31, 2023.

14. 2023 Annual Crime Statistics and Racial Profiling.

Tim Moring, Chief of Police, provided to Council a presentation on the Police Department's 2023 Annual Report

REQUESTS AND ANNOUNCEMENTS

15. Announcements and reports by Mayor and Council Members.

Mayor Maxton reminded all of a Town Hall meeting on Tuesday, February 27, 2024 at 6:30 PM in the Sanctuary of Spring Creek United Methodist Church to address a proposed Gateway Feature and Community Center.

The Mayor mentioned that early voting for the Primary Election will begin February 20th and run until March 1st. Only Bexar County voters will be eligible for voting in the City’s Public Safety Training Room. Kendall and Comal County voters will need to vote in their respective counties. Voting locations, dates, and times are posted on the City website. Election Day is March 5, 2024.

The Mayor continued by notifying residents that beginning March 1st, watering day changes will go into effect for property addresses ending in zero (0) and for commercial accounts. Addresses ending in zero (0) will now water on Sundays. Commercial accounts will water on Saturdays. No changes have been made for address ending in one (1) through nine (9).

16. Announcements by the City Manager.

Scott Huizenga, City Manager, reminded all that staff is gathering citizen input on fire and EMS services until the end of February. Requests for feedback have been placed on various City platforms.

The City Manager noted that City offices would be closed on Monday February 19th in commemoration of President's Day.

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

None.

CONVENE INTO EXECUTIVE SESSION

City Council did not convene into closed session regarding:

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

- 18. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.**
- 19. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.**
- 20. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows.**

Sec. 551.072 (Deliberation regarding real property)

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

RECONVENE INTO OPEN SESSION

N/A

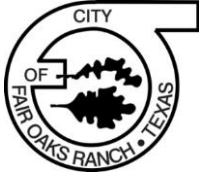
ADJOURNMENT

Mayor Maxton adjourned the meeting at 9:01 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing the execution of a purchase order with Holt Cat for an emergency generator for Water Plant 4, expenditure of the required funds, and execution of all applicable documents by the City Manager

DATE: March 7, 2024

DEPARTMENT: Finance

PRESENTED BY: Consent Item – Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

The City budgeted \$100,000 for the purchase of water well generators. City staff have identified the need for an emergency generator at Water Plant 4, which is the only water plant without a backup power source. This generator will also provide power to Well 17, which is co-located with Water Plant 4 and one of the City's best producing wells. Purchasing this equipment will allow the City to maintain some production capacity in the event of an extended power outage. The cost for the permanent generator for this location is \$89,673.41. This includes all materials and labor for installation of the 120kVA diesel-powered emergency generator capable of 250 amps continuous current, concrete pad, automatic transfer switch and start-up testing.

The remainder of the budgeted amount will be used to purchase generator docking stations that will be installed at Well 7 and Well K6. These docking stations will be compatible with the City's two existing portable generators. In the event of an emergency, the City's portable generators can be hooked up to the docking stations to provide power to these wells. Wells K6 (Zone A), 7 (Zone B) and 17 (Zone C) supply water to each of the City's three pressure zones and ensures some production capacity across the City's entire service area.

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

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 3.1 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Water Resources.
- Utilizing the purchasing cooperative allows the City to take advantage of pricing competitively bid on a larger scale. It also complies with competitive procurement requirements.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgeted \$100,000.00 this fiscal year for this equipment. The cost for this purchase is \$89,673.41.

LEGAL ANALYSIS:

Legal has reviewed and approved the resolution as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item – I move to approve a resolution authorizing the execution of a Purchase Order with Holt Cat for an emergency generator for Water Plant 4 in the amount of \$89,673.41.

A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH HOLT CAT FOR AN EMERGENCY GENERATOR FOR WATER PLANT 4, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City of Fair Oaks Ranch included funds in FY 2023-24 for the purchase of a Water Well emergency generator; and,

WHEREAS, the cost to purchase the equipment is \$89,673.41; and

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

WHEREAS, the City is a member of and can utilize pricing from the BuyBoard Cooperative Purchasing Program to make this purchase; and,

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

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

Section 1. The City Council hereby authorizes the City Manager to execute a Purchase Order with Holt Cat for an emergency generator for Water Plant 4, to expend required funds up to \$89,673.41 and to execute any and all applicable documents to effectuate this Resolution.

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

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

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

Section 5. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and that public notice of the time, place and subject matter of the public business to be considered at such meeting, including

Section 7. this resolution, was given, all as required Chapter 551, Texas Government Code, as amended.

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

PASSED, APPROVED, and ADOPTED on the 7th day of March, 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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



Purchase Order

City of Fair Oaks Ranch

PURCHASE ORDER # 03082024CH

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

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

VENDOR: Holt Cat
5665 SE Loop 410
San Antonio, TX 78222-3903

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

Purchase and Installation of Generator

- 480 Volt
- 60hz
- 3 Phase
- 4 Wire
- 3 Poles
- NEMA 3R Enclosure

Details included in attached proposal. Reference Quote # 313055931A and BuyBoard Contract # 685-22.

Total: \$89,673.41.

Authorized By: _____

Date: _____

ATTACHMENT A TERMS AND CONDITIONS

DELIVERY DATE

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

PRICE

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

PAYMENT TERMS

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

TAXES

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

RIGHT OF INSPECTION

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

F.O.B. DESTINATION

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

TITLE AND RISK OF LOSS

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

MODIFICATIONS

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

BOYCOTTING ISRAEL PROHIBITED

The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, the vendor verifies that it does not Boycott Israel, and agrees

that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

ENERGY COMPANY BOYCOTTS

Vendor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Vendor shall promptly notify City.

FIREARM ENTITIES AND TRADE ASSOCIATION DISCRIMINATION

Vendor verifies that:

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



Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Quote No: 313055931A
Quote Date: February 22nd, 2024
Quote Expires: March 22nd, 2024

Attn: Julio Colunga
Re: Fair Oaks Water Station Request

Dear Julio,

We are pleased to submit the following confirmation of our quote. Holt Power Systems proposes to furnish this equipment & services at the attached quoted price.

Please review for compliance with discussions and site visits regarding this project, and advise as to any changes required.

Thank you for the opportunity of quoting this project. Holt Power Systems remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

Ryan Stoughton

Ryan Stoughton
Power Systems Sales
5665 SE Loop 410
San Antonio, TX 78222-3903
Cell: 949.394.1038
ryan.stoughton@holtcat.com

GENSET 1

Quantity	Feature Description
1	EPA STATIONARY EMERGENCY
1	60HZ
1	STANDBY POWER
1	480V/3PH
1	C7.1
1	UL 2200 LISTED PACKAGE GEN SET
1	ADEM A4 GOVERNOR
1	ALT SPACE HEATER
1	130C TEMP RISE OVER 40C AMB
1	ALT M2238L4 JY
1	GEN MTG & DUCT PLATE 2
1	INTEGRAL TANK BASE, 24HR
1	5 GALLON SPILL CONTAINMENT
1	AUDIO & FUEL ALARM (90% LEVEL)
1	EMERGENCY FUEL VENT PIPE UL-3"
1	SA LEVEL 2 ENCLOSURE WHITE B2
1	NFPA BUNDLE
1	PANEL MOUNTED AUDIBLE ALARM
1	INPUT EXPANSION MODULE
1	20A GFCI (CONTROLS SIDE)
1	EXTERNAL EMERGENCY STOP
1	WET BATTERY
1	BATTERY CHARGER 10 AMP
1	JACKET WATER HEATER
1	CURRENT TRANSFORMER 500:5
1	COOLANT RESERVIOR
1	LOW COOLANT LEVEL SHUTDOWN 1
1	LSI 100% RATED BREAKER
1	SUSE DECALS & FILMS
1	NEUTRAL BAR W/ DISCONNECT
1	STANDARD RADIATOR
1	TEST - PKG GEN SET 1.0 PF

ATS 1

480V, 60hz, 3 Phase, 4 Wire, 3 poles
 Transition Mode: Open
 Controller Type: ATC-300+
 Continuous Current: 250 Amps
 Enclosure: NEMA 3R

Customer Price \$89,673.41

Local, state, sales or TERP taxes, which may be applicable, are not included

*******Please reference TX Buyboard Contract #685-22*******

Accessories & Services Included:

- Transport New Genset to Site
- Add/Modify Concrete Pad for New Genset (with ½ rebar 4000pc.) No elevation or buildup of dirt/base grade included
 - Scheduled location on hilltop per 1/22/24 meeting
- Crane/Lift Service to Set New Genset on Pad
 - Should specialty crane be required, additional rates will apply
- Secure New Genset to Pad
- Install Copper Feeder, Emergency and Load Lines to new Generator (within 50' of service, additional rates may apply). All copper wiring per State of Texas and NEC Codes
 - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
- Install ATS (within 50' of service, additional rates may apply)
 - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
- Start-Up Test
 - One day only, additional rates may apply
- O&M Manual

Accessories & Services NOT Included:

- Factory Witness Testing (not specified)
- Generator Load Side Cable Lugs
- Infrared Scanning
- Coordination /Arc Flash Studies and Labels
- Independent Testing Agency
- NETA Testing
- Site/Civil Work
- Rental Generator (Additional Rates apply)
- Construction and Fuel Tank permits and/or registrations
- Protection from damage after delivery
- Architectural & Engineering Drawings
- Cleaning and/or repairs from damage done by others after delivery
- Installation of equipment shipped loose (Exhaust and Fuel Tank accessories)
- Diesel Fuel (By Others)

Notes, Clarifications and Exceptions:

- No drawings or specifications provided
- Please note that this proposal is based on discussions and the information provided. If additional information or written specifications become available please notify us so HOLT can modify this proposal accordingly. If any additional equipment or services are required HOLT will re-quote accordingly.

-HOLT POWER SYSTEMS TERMS & CONDITIONS-

Pricing

- This Proposal is valid for 30 days from the date of proposal unless specifically noted otherwise.

Taxes & Permits

- This Proposal excludes any local, state and TERP applicable sales taxes, permits and licensing. Taxes, unless otherwise stated are not included in our Proposal. Note that a 1.5% additional charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required. No permits are included in this proposal unless specified in the preceding proposal.

Lead Times

- Standard delivery of proposed Caterpillar Generator Set (if applicable) to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.
- Automatic transfer switches (if applicable) are quoted to jobsite in approximately 26-28 weeks after receipt of order and approved submittals and written release of equipment is received.
- The quoted lead-times are standard from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.
- Note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

Fuel Tank

- Changes occur at the municipal level in regard to fire code requirements. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. Responsibility for local code compliance is with the specifying engineer and those responsible for the permits for the project.

Special Notes

- It is the responsibility of the customer to verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.

Payment Terms

- Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.

- In cases where retainage is required, a maximum of 10% retainage will be allowed. The balance of retainage is due after startup-up/ commissioning services of equipment provided by Holt Cat is completed.
- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.

Warranty

- Caterpillar's standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon request.

Cancellation

- There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order. Written notice of cancellation is required.

General Clarifications

- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. HPS product support service group can provide a quote to the end user of this equipment for those services under a separate proposal.
- Third party electrical testing and certifications, seismic calculations, coordination studies, stamped engineering calculations, emissions testing, NETA, infrared scanning, meg-testing or other services and material not specifically included in the preceding quotation, is not included in this proposal.
- Holt Power Systems reserves the right to correct any errors or omissions.
- Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by Holt Power Systems.

Testing & Commissioning

- If included in the proposal, all on-site startup/ commissioning, testing and training will be performed Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Additional charges may be added for work requested to be done outside HPS's standard business hours, on weekends, or holiday. For those instances, standard overtime rates will apply. All permits are to be by others.

Submittals

- An order for the equipment covered by this proposal will be accepted on a "Hold for Submittal Release" basis. The order will not be released and scheduled for production until written approval to proceed is received in HPS's office.

Authorization:

I, _____ (name) accept the above terms and conditions on behalf of _____ (printed company name) and authorize Holt Cat to order the equipment detailed in this Proposal as per approved submittals and as described in the above Proposal.

Accepted By:

Authorized Signature Date

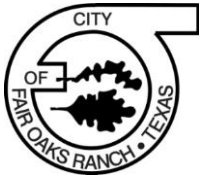
Printed Name & Title

Purchase Order # or Job Name Reference

Thank you for the opportunity of quoting this project! Should you require additional assistance or additional information, don't hesitate to contact me.

Sincerely yours,

Ryan Stoughton
Power Systems Sales
5665 SE Loop 410
San Antonio, TX 78222-3903
Cell: 949.394.1038
ryan.stoughton@holtcat.com



CITY COUNCIL CONSENT ITEM CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing the execution of a purchase order with Holt Cat for an emergency generator for Fire Station #3, expenditure of the required funds, and execution of all applicable documents by the City Manager

DATE: March 7, 2024

DEPARTMENT: Finance

PRESENTED BY: Consent Item – Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

The City budgeted \$150,000 for several upgrades to Fire Station #3. The scope of improvements includes installing new bay door openers, access control system and an emergency generator. Five bay door openers have been purchased and installed for a total cost of \$22,400. This agenda item is for the purchase and installation of a 100kVA diesel-powered emergency generator capable of providing 400 amps continuous current, including a concrete pad, automatic transfer switch and start-up testing. Purchasing this equipment will provide power to the building in the event of a power outage. The cost for a permanent generator for this location is \$86,407.23. This also includes all materials and labor for installation. The remainder of the budgeted amount will be used to purchase the access control system.

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

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 3.5 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable City Facilities.
- Supports Priority 4.2 of the Strategic Action Plan to Develop a Long-Term Strategy for Continuity of Fire Services.
- Utilizing the purchasing cooperative allows the City to take advantage of pricing competitively bid on a larger scale. It also complies with competitive procurement requirements.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgeted \$150,000.00 this fiscal year for improvements to Fire Station #3. The cost for this purchase is \$86,407.23.

LEGAL ANALYSIS:

Legal has reviewed and approved the resolution as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item – I move to approve a resolution authorizing the execution of a Purchase Order with Holt Cat for an emergency generator for Fire Station #3 in the amount of \$86,407.23.

A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH HOLT CAT FOR AN EMERGENCY GENERATOR FOR FIRE STATION #3, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City of Fair Oaks Ranch included funds in FY 2023-24 for an emergency generator for Fire Station #3; and,

WHEREAS, the cost to purchase the equipment is \$86,407.23; and

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

WHEREAS, the City is a member of and can utilize pricing from the BuyBoard Cooperative Purchasing Program to make this purchase; and,

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

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

Section 1. The City Council hereby authorizes the City Manager to execute a Purchase Order with Holt Cat for an emergency generator for Fire Station #3, to expend required funds up to \$86,407.23 and to execute any and all applicable documents to effectuate this Resolution.

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

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

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

Section 5. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and that public notice of the time, place and subject matter of the public business to be considered at such meeting, including

Section 7. this resolution, was given, all as required Chapter 551, Texas Government Code, as amended.

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

PASSED, APPROVED, and ADOPTED on the 7th day of March, 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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



Purchase Order

City of Fair Oaks Ranch

PURCHASE ORDER # 03072024CH

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

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

VENDOR: Holt Cat
5665 SE Loop 410
San Antonio, TX 78222-3903

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

Purchase and Installation of Generator

- 240 V
- 60hz
- 1 Phase
- 4 Wire
- 3 Poles
- NEMA 3R Enclosure

Details included in attached proposal. Reference Quote # 313055929A and BuyBoard Contract # 685-22.

Total: \$86,407.23

Authorized By: _____

Date: _____

ATTACHMENT A TERMS AND CONDITIONS

DELIVERY DATE

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

PRICE

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

PAYMENT TERMS

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

TAXES

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

RIGHT OF INSPECTION

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

F.O.B. DESTINATION

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

TITLE AND RISK OF LOSS

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

MODIFICATIONS

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

BOYCOTTING ISRAEL PROHIBITED

The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, the vendor verifies that it does not Boycott Israel, and agrees

that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

ENERGY COMPANY BOYCOTTS

Vendor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Vendor shall promptly notify City.

FIREARM ENTITIES AND TRADE ASSOCIATION DISCRIMINATION

Vendor verifies that:

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



Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Quote No: 313055929A

Quote Date: February 22nd, 2024

Quote Expires: March 22nd, 2024

Attn: Julio Colunga

Re: Fair Oaks Fire Station Request

Dear Julio,

We are pleased to submit the following confirmation of our quote. Holt Power Systems proposes to furnish this equipment & services at the attached quoted price.

Please review for compliance with discussions and site visits regarding this project, and advise as to any changes required.

Thank you for the opportunity of quoting this project. Holt Power Systems remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

Ryan Stoughton

Ryan Stoughton

Power Systems Sales

5665 SE Loop 410

San Antonio, TX 78222-3903

Cell: 949.394.1038

ryan.stoughton@holtcat.com

GENSET 1

Quantity	Feature Description
1	EPA STATIONARY EMERGENCY
1	60HZ
1	STANDBY POWER
1	240V/1PH
1	C4.4
1	UL 2200 LISTED PACKAGE GEN SET
1	ADEM A4 GOVERNOR
1	ALT SPACE HEATER
1	130C TEMP RISE OVER 40C AMB
1	ALT M2238L4 JY
1	GEN MTG & DUCT PLATE 2
1	INTEGRAL TANK BASE, 24HR
1	5 GALLON SPILL CONTAINMENT
1	AUDIO & FUEL ALARM (90% LEVEL)
1	EMERGENCY FUEL VENT PIPE UL-3"
1	SA LEVEL 2 ENCLOSURE WHITE B2
1	NFPA BUNDLE
1	PANEL MOUNTED AUDIBLE ALARM
1	INPUT EXPANSION MODULE
1	20A GFCI (CONTROLS SIDE)
1	EXTERNAL EMERGENCY STOP
1	WET BATTERY
1	BATTERY CHARGER 10 AMP
1	JACKET WATER HEATER
1	CURRENT TRANSFORMER 500:5
1	COOLANT RESERVIOR
1	LOW COOLANT LEVEL SHUTDOWN 1
1	LSI 100% RATED BREAKER
1	SUSE DECALS & FILMS
1	NEUTRAL BAR W/ DISCONNECT
1	STANDARD RADIATOR
1	TEST - PKG GEN SET 1.0 PF

ATS 1

240V, 60hz, 1 Phase, 4 Wire, 3 poles
 Transition Mode: Open
 Controller Type: ATC-300+
 Continuous Current: 400 Amps
 Enclosure: NEMA 3R

Customer Price \$86,407.23

Local, state, sales or TERP taxes, which may be applicable, are not included

*******Please reference TX Buyboard Contract #685-22*******

Accessories & Services Included:

- Transport New Genset to Site
- Add/Modify Concrete Pad for New Genset (with ½ rebar 4000pc.) No elevation or buildup of dirt/base grade included
- Crane/Lift Service to Set New Genset on Pad
 - Should specialty crane be required, additional rates will apply
- Secure New Genset to Pad
- Install Copper Feeder, Emergency and Load Lines to new Generator (within 50' of service, additional rates may apply). All copper wiring per State of Texas and NEC Codes
 - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
- Install ATS (within 50' of service, additional rates may apply)
 - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
- Start-Up Test
 - One day only, additional rates may apply
- O&M Manual

Accessories & Services NOT Included:

- Factory Witness Testing (not specified)
- Generator Load Side Cable Lugs
- Infrared Scanning
- Coordination /Arc Flash Studies and Labels
- Independent Testing Agency
- NETA Testing
- Site/Civil Work
- Rental Generator (Additional Rates apply)
- Construction and Fuel Tank permits and/or registrations
- Protection from damage after delivery
- Architectural & Engineering Drawings
- Cleaning and/or repairs from damage done by others after delivery
- Installation of equipment shipped loose (Exhaust and Fuel Tank accessories)
- Diesel Fuel (By Others)

Notes, Clarifications and Exceptions:

- No drawings or specifications provided
- Please note that this proposal is based on discussions and the information provided. If additional information or written specifications become available please notify us so HOLT can modify this proposal accordingly. If any additional equipment or services are required HOLT will re-quote accordingly.

-HOLT POWER SYSTEMS TERMS & CONDITIONS-

Pricing

- This Proposal is valid for 30 days from the date of proposal unless specifically noted otherwise.

Taxes & Permits

- This Proposal excludes any local, state and TERP applicable sales taxes, permits and licensing. Taxes, unless otherwise stated are not included in our Proposal. Note that a 1.5% additional charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required. No permits are included in this proposal unless specified in the preceding proposal.

Lead Times

- Standard delivery of proposed Caterpillar Generator Set (if applicable) to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.
- Automatic transfer switches (if applicable) are quoted to jobsite in approximately 26-28 weeks after receipt of order and approved submittals and written release of equipment is received.
- The quoted lead-times are standard from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.
- Note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

Fuel Tank

- Changes occur at the municipal level in regard to fire code requirements. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. Responsibility for local code compliance is with the specifying engineer and those responsible for the permits for the project.

Special Notes

- It is the responsibility of the customer to verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.

Payment Terms

- Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.

- In cases where retainage is required, a maximum of 10% retainage will be allowed. The balance of retainage is due after startup-up/ commissioning services of equipment provided by Holt Cat is completed.
- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.

Warranty

- Caterpillar's standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon request.

Cancellation

- There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order. Written notice of cancellation is required.

General Clarifications

- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. HPS product support service group can provide a quote to the end user of this equipment for those services under a separate proposal.
- Third party electrical testing and certifications, seismic calculations, coordination studies, stamped engineering calculations, emissions testing, NETA, infrared scanning, meg-testing or other services and material not specifically included in the preceding quotation, is not included in this proposal.
- Holt Power Systems reserves the right to correct any errors or omissions.
- Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by Holt Power Systems.

Testing & Commissioning

- If included in the proposal, all on-site startup/ commissioning, testing and training will be performed Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Additional charges may be added for work requested to be done outside HPS's standard business hours, on weekends, or holiday. For those instances, standard overtime rates will apply. All permits are to be by others.

Submittals

- An order for the equipment covered by this proposal will be accepted on a "Hold for Submittal Release" basis. The order will not be released and scheduled for production until written approval to proceed is received in HPS's office.

Authorization:

I, _____ (name) accept the above terms and conditions on behalf of _____ (printed company name) and authorize Holt Cat to order the equipment detailed in this Proposal as per approved submittals and as described in the above Proposal.

Accepted By:

Authorized Signature Date

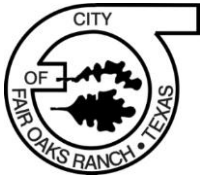
Printed Name & Title

Purchase Order # or Job Name Reference

Thank you for the opportunity of quoting this project! Should you require additional assistance or additional information, don't hesitate to contact me.

Sincerely yours,

Ryan Stoughton
Power Systems Sales
5665 SE Loop 410
San Antonio, TX 78222-3903
Cell: 949.394.1038
ryan.stoughton@holtcat.com



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

AGENDA TOPIC: Presentation of the Certificate of Unopposed Candidates and consideration and possible action approving a resolution declaring unopposed candidates, in the May 4, 2024 General Election elected to office and to cancel said General Election.

DATE: March 7, 2024

DEPARTMENT: City Secretary

PRESENTED BY: Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

The Mayor and Council Seat 1 are up for the May 4, 2024 General Election. The current incumbents: Gregory C. Maxton, Mayor and Emily Stroup, Place 1 remain unopposed after the February 16, 2024 ballot candidacy period and the February 20, 2024 write in candidacy period.

Pursuant to Chapter 2 of the Election Code, the procedure to declare the candidates unopposed as elected and to cancel the General Election is as follows:

Subchapter C. Election of Unopposed Candidate

Step 1 – Sec. 2.052 – Certification of Unopposed Status

- (a) The authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office if, were the election held, only the votes cast for that candidate in the election for that office may be counted.
- (b) The certification shall be delivered to the governing body of the political subdivision as soon as possible after the filing deadlines for placement on the ballot and list of write-in candidates.

Step 2 – Sec. 2.053. – Action on Certification

- (a) On receipt of the certification, the governing body of the political subdivision by order or ordinance shall declare each unopposed candidate elected to the office. If no election is to be held on election day by the political subdivision, a copy of the order or ordinance shall be posted on election day at each polling place used or that would have been used in the election.
- (b) If a declaration is made under Subsection (a), the election is not held.

Step 3 – Sec 2.053

- (e) A certificate of election shall be issued to each candidate in the same manner and at the same time as provided for a candidate elected at the election. The candidate must qualify for the office in the same manner as provided for a candidate elected at the election.

Subchapter D. Cancellation of Elections

Step 4 – Sec. 2.081 Cancellation of Moot Measure

- (a) If an authority that orders an election on a measure determines that the action to be authorized by the voters may not be taken, regardless of the outcome of the election, the authority may declare the measure moot and remove the measure from the ballot.
- (b) If a measure is declared moot under this section and is removed from the ballot, the authority holding the election shall post notice of the declaration during early voting by personal appearance and on election day, at each polling place that would have been used for the election on the measure.

This agenda item is to initiate the steps as outlined above

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Compliance with State Election Laws

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The Adopted Budget appropriates \$32,000.00 for FY 2023-24 election budget. As the City will continue with the special elections (general obligation bonds for road projects & reauthorization of local sales and use tax for the maintenance and repair of municipal streets), the City will see minimal savings by cancelling the general election.

LEGAL ANALYSIS:

Resolution approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to accept the Certificate of Unopposed Candidates and to approve a resolution declaring the unopposed candidates in the May 4, 2024 General Election elected to office and to cancel said General Election.

A RESOLUTION

OF THE CITY OF FAIR OAKS RANCH, TEXAS DECLARING UNOPPOSED CANDIDATES IN THE MAY 4, 2024 GENERAL ELECTION ELECTED TO OFFICE; CANCELLING SAID ELECTION; CONTAINING OTHER PROVISIONS RELATING TO THE ELECTION; AND PROVIDING FOR SEVERABILITY CLAUSE

WHEREAS, on February 8, 2024 the City Council of Fair Oaks Ranch called for, by resolution 2024-05, a General Election for the purpose of electing two Council Members: Mayor and Place 1 for the City of Fair Oaks Ranch, Texas; and,

WHEREAS, notice of said election was given in accordance with the law; and,

WHEREAS, pursuant to resolution 2024-05, Section 1 and Section 146.054 of the Texas Election Code, the deadlines for the filing applications for a place on the ballot of the City’s General Election have expired; and,

WHEREAS, the City Secretary, in accordance with Section 2.052, Texas Election Code, has certified to the City Council, in writing, (attached hereto as **EXHIBIT A**) that Gregory C. Maxton is unopposed for the election to the office of Mayor and Emily Stroup is unopposed for the election to the office of Council Member Place 1; and,

WHEREAS, the City Council hereby finds and determines that each candidate whose name is to appear on the ballot in said election is unopposed, and under these circumstances, Section 2.053 of the Texas Election Code authorizes the City Council to declare the candidates elected to office and to cancel the General Election.

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

SECTION 1. That the facts and matters set forth in the preamble of this resolution are hereby found to be true and correct.

SECTION 2. That, in accordance with Section 2.053 of the Texas Election Code, the following unopposed candidates are hereby declared elected to the respective offices shown, and shall be issued a certificate of election following the time the election would have been canvassed:

- Mayor – Gregory C. Maxton
- Council Member Place 1 – Emily Stroup

SECTION 3. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council of the City of Fair Oaks Ranch, Texas and made a part of this resolution for all purposes as findings of fact.

SECTION 4. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provisions of this resolution shall be and remain controlling as to the matters resolved herein.

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

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

PASSED, APPROVED and ADOPTED this 7th day of March 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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


**CERTIFICATION OF UNOPPOSED CANDIDATES
CERTIFICACION DE CANDIDATOS UNICOS**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 4, 2024:

(Como autoridad a cargo de la preparacion de la boleta de votacion oficial, por la presente certifico que los siguientes candidatos son candidatos unicos para eleccion para un cargo en la eleccion que se llevara a cabo el Mayo 7, 2022):

<u>Office (Cargo)</u>	<u>Candidate (Candidato)</u>
Mayor	Gregory C. Maxton
Council Member, Place One	Emily Stroup


 Christina Picioccio, TRMC, City Secretary
 City of Fair Oaks Ranch, Texas



Dated this 21th day of February, 2024.



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

AGENDA TOPIC: Consideration and possible action to approve a resolution updating an Interlocal Cooperation Contract (ICC) for the Failure to Appear (FTA) Program with the Texas Department of Public Safety

DATE: March 7, 2024

DEPARTMENT: Municipal Court

PRESENTED BY: Ricardo Bautista, Court Administrator

INTRODUCTION/BACKGROUND:

Due to changes occurring in the 88th Legislative Session, the Texas Department of Public Safety (DPS) revised the Failure to Appear (FTA) Program – Interlocal Cooperation Contract (ICC). The following changes were made to the program:

- changes to language and restructuring to provide clarity regarding the responsibilities of each party
- inclusion of indigency into the program
- language for future changes to state statutes.

The Municipal Court needs to sign the revised contract (**Attachment A**) acknowledging the changes to continue our participation in the FTA program.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The Municipal Court participates in the FTA program to assist in the collection of outstanding citations. The court submits FTA reports to DPS. If a defendant fails to appear or fails to pay or satisfy a judgment as required by law, the defendant may be denied renewal of the person’s driver’s license.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The Municipal Court collects a \$10 reimbursement fee for each violation The court allocates \$6 of each \$10 reimbursement fee received for payment to the DPS Vendor and \$4 for credit to the general fund of the City.

LEGAL ANALYSIS:

Approved as to form by City Attorney.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution updating an Interlocal Cooperation Contract for Failure to Appear (FTA) Program with the Texas Department of Public Safety

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER’S DESIGNEE TO EXECUTE AN INTERLOCAL COOPERATION CONTRACT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY (“DPS”) FOR AND ON BEHALF OF THE CITY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, due to changes occurring in the 88th Legislative Session, DPS was required to revise the Interlocal Cooperation Contract (“ICC”) related to the Failure to Appear (FTA) Program; and,

WHEREAS, the City Council finds that the Fair Oaks Ranch Municipal Court participates in the State of Texas’ Failure to Appear Program (“FTA Program”) and its related costs, fines and fees and desires to continue with the FTA Program; and,

WHEREAS, DPS is charged with the administration of the FTA Program and the revisions are necessary for compliance with recent legislative changes; and,

WHEREAS, the City Council finds that entering into an FTA Program ICC, attached as Exhibit A and incorporated by reference, is reasonable and necessary for the health, safety and welfare of the City.

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

SECTION 1. The City Council authorizes the City Manager or the City Manager’s designee to execute the FTA Program ICC attached hereto as Exhibit A and incorporated for all purposes, for and on behalf of the City.

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

SECTION 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this resolution shall be and remain controlling as to the matters resolved herein.

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

SECTION 5. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including

this resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED, APPROVED, and ADOPTED on this 7th day of March 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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



TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.dps.texas.gov



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DALE WAINWRIGHT

January 29, 2024

FAIR OAKS RANCH MUNICIPAL COURT
7286 DIETZ ELKHORN
FAIR OAKS RANCH, TX 78015

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:
Enforcement & Compliance Service
5805 North Lamar Blvd, Bldg A,
Austin, TX 78752-0300
E-mail: driver.improvement@dps.texas.gov
Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

ii. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd., Bldg A
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

- C. Termination.**
 Either party may terminate this Contract with 30 days' written notice.

 DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

 If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.
- D. Amendments.**

 This contract may only be amended by mutual written agreement of the Parties.
- E. Miscellaneous.**
 1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Authorized Signatory

Title

Date

Department of Public Safety

Driver License Division Chief or Designee

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.



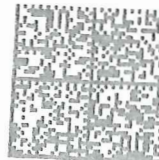
THE STATE OF TEXAS
DEPARTMENT OF PUBLIC SAFETY
PO BOX 4087
AUSTIN TX 78773-0001



texas.gov
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STATE OF TEXAS
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PRIVATE USE

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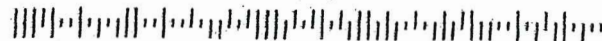
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DID YOU KNOW: YOU CAN CHECK YOUR DRIVING STATUS 24/7 BY VISITING www.Texas.gov/driver

¿Sabía usted: Usted puede comprobar su conducción estado 24/7 por visitar www.Texas.gov/driver

RECEIVED
01.25.24

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

AGENDA TOPIC: 2024 4th of July Celebration
DATE: March 7, 2024
DEPARTMENT: Finance
PRESENTED BY: Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

Last year, the City collaborated with the Fair Oaks Ranch Country Club for a 4th of July celebration. As part of the planning process, the City researched the following options:

- Traditional fireworks
- Laser show
- Combination of lasers and fireworks
- Drone show

After discussion with City Council, the City executed agreements with a laser provider and a fireworks provider. This resulted in a combination show lasting approximately 20 minutes. The event was held on July 4th at the Fair Oaks Ranch Country Club and was open to all citizens of Fair Oaks Ranch.

As part of the planning process for this event, City staff is seeking direction from City Council on the desired event for this year. Some key points of direction are:

- The date of the event
 - July 4th is on a Thursday this year.
- The type of program
 - The same program as last year or a different program.
- Any other direction City Council believes to be necessary.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

This event will be open to all citizens of Fair Oaks Ranch.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgeted \$35,000 this fiscal year for a 4th of July celebration.



4th of July Celebration

2024 Event



Clayton Hoelscher
Procurement Manager



2024 Event

- City staff is seeking direction in order to plan this year's 4th of July event. \$35,000 is budgeted for this year's program.
- Key items include:
 - The date of the event
 - On the 4th or a surrounding day?
 - The type of program
 - Any other direction Council believes necessary



Options Explored in 2023

- The City explored different options last year that included:
 - Drone Show
 - The most expensive option with the shortest duration (10 minutes).
 - Traditional Fireworks
 - The most familiar option (20 minutes).
 - Lasers
 - Not as widely known as fireworks. Similar duration to a fireworks show.
 - Combination of Lasers and Fireworks
 - Lasers and Fireworks concurrently
 - Synchronized to patriotic music



Recap of 2023 Event

- With Council direction, the City planned a combination show of lasers and fireworks.
- With a budget of \$35,000, the City contracted with two separate vendors for fireworks and lasers.
 - The City also rented equipment for the laser program.
- The City collaborated with the Fair Oaks Ranch Country Club.
 - The Event was held on the driving range.
- The event was held on July 4th and was open to all citizens.
- The program lasted around 20 minutes.

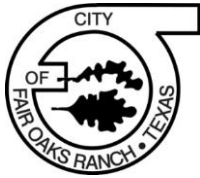
Highlights from Last Year





Next Steps

- City staff has held preliminary discussions with the Fair Oaks Ranch Country Club for this year's event
- Based off the direction received, staff will continue the planning process.



CITY COUNCIL WORKSHOP CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Landscape Watering Management Compliance Policy
DATE: March 7, 2024
DEPARTMENT: Public Works
PRESENTED BY: Carole Vanzant, CPM, Assistant City Manager, Community Services

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch Code of Ordinances, Article 13.06 Water Conservation implements a year-round landscape watering schedule to ensure current and future residents of the City have a safe and adequate water supply for domestic use, sanitation, and fire protection. To guide staff with safeguarding the water conservation regulations related to landscape watering are adhered to and enforced fairly, an updated internal policy detailing the compliance method was created.

The goals of the Landscape Watering Management Compliance Policy include:

- Promoting the efficient and responsible use of the City's water resources;
- Providing clear guidance and establishing a compliance process for watering violations; and,
- Ensuring appropriate water conservation regulations are being observed and enforced fairly to all Fair Oaks Ranch Utilities water customers.

The policy defines the specific responsibilities of key individuals and groups and provides a three-phase watering violation compliance process from the initial notification of a violation to the filing of a sworn complaint in the municipal court.

2022 and 2023 Watering Violation Notices

2022	In Person	Posted/Emailed	In Person/Mailed
1 st Notice	27	25	0
2 nd Notice	1	0	0
Warning	0	0	0
2023	In Person	Posted/Emailed	In Person/Mailed
1 st Notice	41	68	0
2 nd Notice	4	15	0
Warning	0	0	2

Please note the Landscape Watering Management Compliance Policy applies to customers of Fair Oaks Ranch Utilities. Customers of other water utilities follow their respective water conservation plans.

Exhibit A - City of Fair Oaks Ranch Landscape Watering Management Compliance Policy.

Exhibit B - Educational Notice including Fair Oaks Ranch Utilities Watering Schedule flyer.

Exhibit C - Warning Notice.

Exhibit D – Sample Complaint

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- 1. Supports Priority 3.1 of the Strategic Plan to Enhance and Ensure Continuity of Reliable Water Resources in Accordance with CCN Obligations.
- 2. Complies with City Council’s request to view the Landscape Watering Management Compliance internal policy.
- 3. Policy supplements the City of Fair Oaks Ranch Water Conservation ordinance related to landscape watering.
- 4. Policy establishes a three-phase process for watering violations.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

There is no long-term financial or budgetary impact to the City.

CITY OF FAIR OAKS RANCH LANDSCAPE WATERING MANAGEMENT COMPLIANCE POLICY

The City of Fair Oaks Ranch Code of Ordinances, Article 13.06 Water Conservation implements a year-round landscape watering schedule to ensure current and future residents of the City have a safe and adequate water supply for domestic use, sanitation, and fire protection. To safeguard appropriate water conservation regulations are observed and enforced fairly to Fair Oaks Ranch Utilities water customers, a policy detailing applicable compliance provisions through education and the Municipal Court process is hereby created.

Purpose

The purpose of this policy is to define the process in which watering violations shall be handled from the initial notification of violation to the filing of a sworn complaint in the Municipal Court.

Goals

The goals of the Landscape Watering Management Compliance Policy (“POLICY”) are to:

- ❖ Promote the efficient and responsible use of the City's water resources;
- ❖ Provide clear guidance and establish a compliance process for watering violations; and,
- ❖ Ensure appropriate water conservation regulations are observed and enforced fairly to all Fair Oaks Ranch Utilities water customers.

Organization Structure

A successful Lawn Watering Management Compliance policy requires the commitment and involvement of all City employees. The specific responsibilities of key individuals and groups are outlined below:

- *City Manager*
The City Manager is responsible for approving the POLICY, reviewing recommendations from the Manager of Engineering Services in coordination with the Code Compliance Officer, and providing support staff as needed. The City Manager is also responsible for the final review and approvals of all proposed directives and requests for support staff associated with the POLICY.
- *Manager of Engineering Services*
The Manager of Engineering Services is responsible for the promotion, implementation, and monitoring of the city’s POLICY objectives in coordination with the Code Compliance Officer. They will oversee the initiation of actions to achieve the goals as presented in the POLICY. The Manager of Engineering Services will report activities and results annually to the City Manager.
- *Code Compliance Officer*

Exhibit A

The Code Compliance Officer will be responsible for the implementation and management of the POLICY. They are expected to:

- ❖ Manage the day-to-day administration and implementation of the POLICY.
 - ❖ Gather evidence and track recurring watering violations.
 - ❖ Create and issue educational and warning notices.
 - ❖ File a sworn complaint with the Municipal Court when necessary.
- *Court Administrator*
- ❖ The Court Administrator will be responsible for accepting and submitting sworn complaints to the City Prosecutor for review and consideration.
 - ❖ If City Prosecutor determines to proceed with filing an affidavit, the Municipal Court will send the applicable notice to the defendant with a copy of the affidavit.
- *Employees*
- All City of Fair Oaks Ranch employees are responsible for assisting the POLICY by educating the public of the City’s water conservation rules and compliance mechanisms.

Watering Violation Compliance Process

This POLICY defines a three-phase process in which watering violations shall be handled:

Phase 1

When a Utilities customer is found watering on an incorrect day or time, the Code Compliance Officer shall document the occurrence and provide an Educational Notice. The Notice along with a Fair Oaks Ranch Utilities Watering Schedule flyer will offer information on the year-round watering schedule and will denote the customer’s correct watering day and time. The documents will be provided in-person or posted on the door, property fence, or mailbox if no personal contact is made. Violator shall receive two (2) Educational Notices and flyers before continued enforcement (Phase 2).

Phase 2

After the second Educational Notice has been issued, the third violation will result in the issuance of a Warning Notice. The Notice will provide the date and time of non-compliance and evidence of the violation. It will request immediate compliance with the Landscape Watering Management ordinance. The Notice will note that any subsequent documented violations may incur a sworn complaint being filed in Municipal Court.

Exhibit A

The Warning Notice and the Fair Oaks Ranch Utilities Watering Schedule flyer will be provided in-person or posted on the door, property fence, or on the mailbox if no personal contact was made. In addition, a copy of both will be mailed to the violator.

Phase 3

If warranted, subsequent watering day violations will result in the Code Compliance Officer filing a sworn complaint including evidence of the prior notifications and continued violation with the Municipal Court. The City Prosecutor will review and decide whether charges will be filed.

If the prosecutor chooses to proceed with filing charges, the Municipal Court will send the defendant a copy of the sworn complaint and send a summons of arraignment by certified mail.

Records Management

The City shall maintain accurate records of the violation notices, other documents, and processes. All records related shall be kept in accordance with the city's records management program on file in the City Secretary's office and any other applicable law.

***Policy guidelines and procedures were reviewed and approved by the City Manager
this ___ day of _____, 2024.***

City Manager

Exhibit B

Educational Notice Landscape Watering Compliance

Date of Non-Compliance: _____

Address: _____

The City of Fair Oaks Ranch is committed to promoting the efficient and responsible use of its water to ensure current and future residents of the City have a safe and adequate water supply for domestic use, sanitation, and fire protection.

While driving through your area, it was observed your irrigation system was running on a day and/or time (noted below) not in accordance with the City’s Water Conservation Plan. We are providing this Notice and the attached Flyer to assist you in complying with the regulations of landscape irrigation.

[] Day _____ [] Time _____

Chapter 13, Section 13.06.006 of the City’s Code of Ordinances states, “Irrigation of landscaped areas with hose-end sprinklers, soaker hoses, or automatic irrigation systems shall be limited to *once a week between the hours of midnight to 10 a.m. and 8 p.m. to midnight* on the authorized watering day according to the following schedule:”

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

For any questions or comments, please contact the Code Compliance Officer at 210-698-0900 x205 or at rortiz@fairoaksranchtx.org.

- Code Compliance: <https://www.fairoaksranchtx.org/codecompliance>
- Code of Ordinances: <http://www.fairoaksranchtx.org/234/Ordinances>
- Water Conservation: <http://www.fairoaksranchtx.org/223/Water-Conservation>

FRIENDLY REMINDER

Fair Oaks Ranch Utilities Watering Schedule

Your designated watering day is as follows –

STREET ADDRESS ENDING IN:

SUN	MON	TUE	WED	THU	FRI	SAT
0	1	2-3	4-5	6-7	8-9	COMM. ACCOUNTS

Watering is **allowed between midnight to 10 am and 8 pm to midnight** on your designated day.

Saturdays are the **Commercial Account Watering Day**



Irrigation of landscaped areas is permitted at any time by means of drip irrigation, a handheld hose with a positive cutoff device, or a watering can.

For more information please visit:
www.fairoaksranchtx.org

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Water Saving Tips

**Conservation is the cheapest source of water.
Water we save is water we don't have to buy.**


- **Test irrigation systems for broken and leaking sprinkler heads:**


Make sure to carefully check all sprinkler heads for Damage may occur from lawnmowers or cars [if sprinkler heads are near roads or driveways] resulting in leaks and higher water bills.

Sometimes leaks happen underground, so watch for moisture in areas away from sprinkler heads and watch your water bill for spikes in usage. This could indicate an underground leak that is not visible to you but is leaking water while increasing your costs.
- **Use hose sprinklers properly:**

Make sure the connection to sprinkler is tight without leakage around the connection.

Have a plan in place to efficiently cover all areas of your lawn without over watering. Your lawn needs one inch of water per week. A timer is a great option to allow for ease and efficiency in water usage and to prevent leaving a sprinkler on for hours resulting in wasting water and money.
- **Reduce the level of the water being used in a bathtub by one or two inches if a shower is not available.**
- **When brushing teeth, turn the water off until it is time to rinse.**
- **Don't flush the toilet just to throw something away.**
- **Never run the dishwasher without a full load. This practice will save water, energy, detergent and money.**
- **Wash only a full load when using an automatic washing machine (32-59 gallons are required per load).**
- **Be sure the water heater thermostat is not set too high. Extremely hot settings waste water and energy because the water often has to be cooled with cold water before it can be used.**



AquaHawk
ALERTING! 

Sign-Up for AquaHawk to track water usage and to be notified of possible leaks. For more information please visit www.fairoaksranchtx.org

WARNING NOTICE **LANDSCAPE WATERING VIOLATION**

Date and Time of Non-Compliance: _____

Property Address: _____

The City of Fair Oaks Ranch is committed to promoting the efficient and responsible use of its water to ensure current and future residents of the City have a safe and adequate water supply for domestic use, sanitation, and fire protection.

On _____ and on _____ a Landscape Watering Educational Notice and a Fair Oaks Ranch Utilities Watering Schedule flyer were provided to help you comply with the City’s Landscape Watering Management regulations by irrigating on your scheduled day and/or time. The Notices and flyers encouraging voluntary compliance were:

- Sent by mail
- Provided in Person
- Posted on your property

On the above date and time, improper irrigation at the address listed above was observed. This Warning Notice serves as a *final notice of non-compliance*. Subsequent violations may incur a sworn complaint being filed in Municipal Court. To avoid a possible fine of up to \$2000, please comply with the City’s Landscape Watering Management regulation which states, “Irrigation of landscaped areas with hose-end sprinklers, soaker hoses, or automatic irrigation systems *shall be limited to once a week between the hours of midnight to 10 a.m. and 8 p.m. to midnight* on the authorized watering day according to the following schedule:

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

Your immediate attention to this Warning Notice is appreciated. For questions related to this Notice, please contact the Code Compliance Officer at 210-698-0900 x205 or at rortiz@fairoaksranchtx.org.

Exhibit D



COMPLAINT

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF FAIR OAKS RANCH, STATE OF TEXAS:

I, _____, with authority vested in me by the City of Fair Oaks Ranch, do state upon my oath that I have personal knowledge, or have good reason to believe and do believe based upon the following information that:

John Doe, hereinafter called Defendant,

And charge that heretofore, and before making and filing of this complaint that on or about the ____ day of _____, 2024 in the City of _____ and the State of Texas, the Defendant, Address: _____, Date of Birth: _____, Drivers License Number: _____, did then and there unlawfully commit the offense of:

Violation of Landscape Watering Management Plan, to wit: failing to abide to the authorized watering day schedule which resulted in a city violation of Fair Oaks Ranch Code of Ordinances Article 13.06; Section 13.06.006

- Misdemeanor (City Ordinance) Level - C

AGAINST THE PEACE AND DIGNITY OF THE CITY AND STATE.

_____ Complainant

Sworn and subscribed before me this ____ day of _____, 20____.

(Judge)(Clerk), Municipal Court
City of Fair Oaks Ranch
_____ County, Texas



CITY COUNCIL WORKSHOP CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Roadway General Obligation Bond
 DATE: March 7, 2024
 DEPARTMENT: Public Works
 PRESENTED BY: Grant Watanabe, P.E., Director of Public Works and Engineering Services

INTRODUCTION/BACKGROUND:

At the February 1, 2024, regular council meeting, the council conducted a workshop to review roadway bond project assumptions, options for Ammann Road, and options for total bond authorization. The Council directed staff to draft an ordinance authorizing a bond election for up to \$16 million in general obligation bonds, and ultimately approved it at the February 8, 2024, special meeting. The Council also had questions relating to different reconstruction alternatives and cost estimates. This workshop will address those questions by presenting updated cost estimates reflecting the removal of paved shoulders and some proposed typical sections which could be used for future public outreach efforts (i.e. townhall meeting, informational flyers, etc.). Below is a summary of each project:

- Dietz Elkhorn (East) Reconstruction
 - Existing width: 28-29 feet
 - Proposed width: 32 feet (widens paved shoulder on south side to 5 feet)
 - Cost: \$2.8 million
- Battle Intense Reconstruction
 - Existing width: 30 feet
 - Proposed width: 30 feet
 - Cost: \$400,000
- Rolling Acres Trail Reconstruction
 - Existing width: 22 feet
 - Proposed width: 22 feet
 - Cost: \$2.0-4.2 million (cost range for low water crossing improvement options)
- Ammann Road Reconstruction – North curve to Rolling Acres Trail
 - Existing width: 22 feet
 - Proposed width: 22 feet
 - Cost: \$2.2-4.2 million (cost range for low water crossing improvement options)

It should be noted that the costs estimate for the Dietz Elkhorn (East) Reconstruction project has been reduced from \$4.3 to \$2.8 million based on recent receipt of the consultant’s opinion of probable construction cost (OPCC). Staff plans to present details and costs for each multimodal option at a future Council meeting. It should also be noted that the unit price for asphalt paving mixture and materials has continued to increase from 2023 to 2024 based on the Producer Price Index (PPI) and TxDOT average low-bid unit price trends. Project cost estimates have been

adjusted accordingly.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 1.4 to Develop Sustainable Financing Strategies Aligned with Service Delivery Expectations of the Strategic Action Plan
- Supports Priority 3.4 to Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives of the Strategic Action Plan

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Should voters approve the issuance of a general obligation bond, each project will be considered as part of the budget cycle and tax rate approval process.



Road Bond Workshop

March 7, 2024

Grant Watanabe, P.E.

Director of Public Works and Engineering Services



Agenda

- Bond Project Typical Sections
 - Dietz Elkhorn (East) Reconstruction
 - Battle Intense Reconstruction
 - Rolling Acres Trail Reconstruction
 - Ammann Road Reconstruction
- Bond Project Summary
- Questions



Dietz Elkhorn - Proposed Typical Section



Existing length: 1.2 miles (Fair Oaks Parkway to FM3351)

Existing width: 28-29 ft.

- 11 ft. lanes
- 5 ft. paved shoulder (north side)
- 1-2 ft. paved shoulder (south side)

Proposed Width: 32 ft.

- 11 ft. lanes
- 5 ft. paved should (north side)
- 5 ft. paved shoulder (south side)

Estimated Construction Cost: \$2.8 million (revised)



Battle Intense - Proposed Typical Section



Existing length: 528 feet
(Cibolo Valley to Cibolo View)

Existing width: 30 feet

- 15 ft. lanes with no paved shoulders

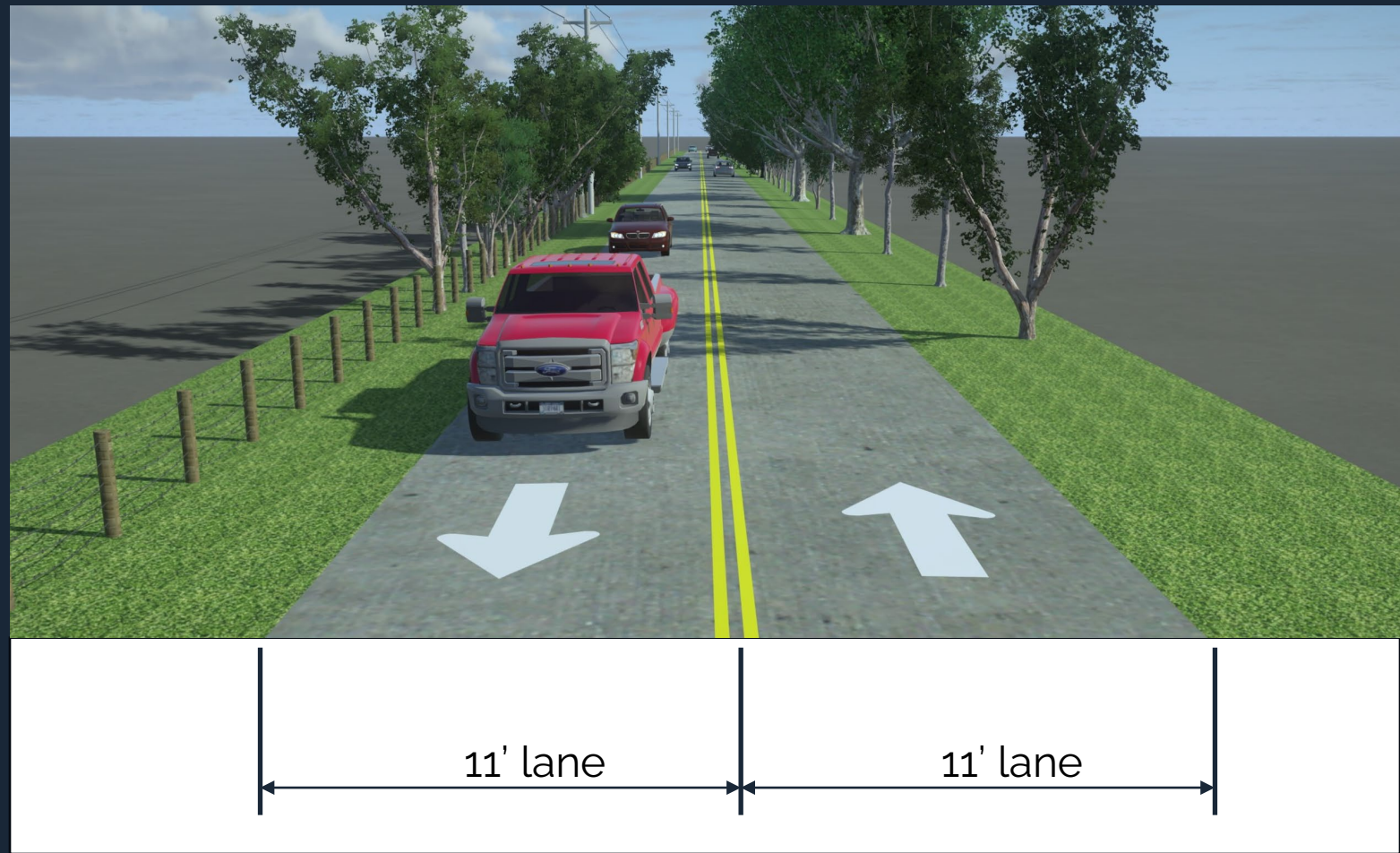
Proposed Width: 30 feet

- 15 ft. lanes with no paved shoulders

Estimated Construction Cost:
\$400,000 (revised)



Rolling Acres Trail - Proposed Typical Section



Existing length: 1.2 miles
(Flagstone Hill to Ammann Rd)

Existing width: 22 ft.

- 11 ft. lanes with no paved shoulders

Proposed Width: 22 ft.

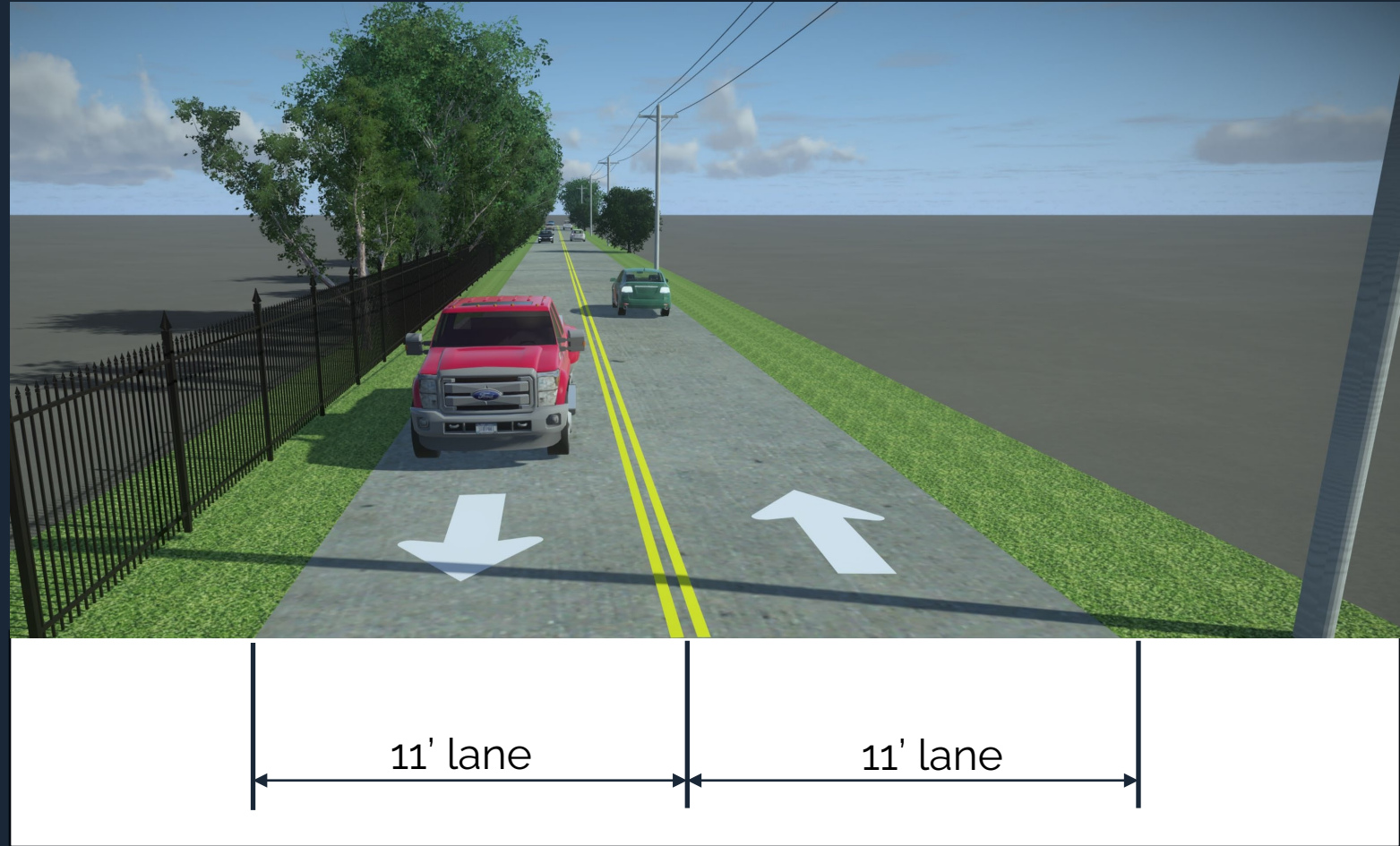
- 11 ft. lanes with no paved shoulders

Estimated Construction Cost:

- \$2.0 million (without LWC improvement)
- \$4.2 million (with LWC improvement)



Ammann Road - Proposed Typical Section



Existing length: 1.1 miles (north curve to Rolling Acres Trail)

Existing width: 22 ft.
• 11 ft. lanes with no paved shoulders

Proposed Width: 22 ft.
• 11 ft. lanes with no paved shoulders

Estimated Construction Cost:
• \$2.2 million (without LWC improvement)
• \$4.2 million (with LWC improvement)



Bond Project Summary

Project	Estimated Cost	Notes
Dietz Elkhorn (East) Reconstruction	\$2.8-7.2 million	Cost range for multimodal options
Battle Intense Reconstruction	\$400,000	
Rolling Acres Trail Reconstruction (no paved shoulders)	\$2.0-4.2 million	Cost range for LWC improvement options
Ammann Road Reconstruction (North curve to Rolling Acres Trail, no paved shoulders)	\$2.2-4.2 million	Cost range for LWC improvement options
Ammann Road Reconstruction (Rolling Acres Trail to east City limit, no paved shoulders)	\$2.2 million	
TOTAL	\$9.6-18.7 million	



Questions?