

CITY OF FAIR OAKS RANCH CITY COUNCIL MEETING

Thursday, January 15, 2026 at 6:30 PM

Public Safety Training Room, Police Station, 7286 Dietz Elkhorn Rd 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 City 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 or Committee may not discuss or take action on any item which has not been posted on the agenda. Speakers shall limit their comments to five (5) minutes each.

3. Citizens to be heard

CONSENT AGENDA

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 or Committee Member by making such request prior to a motion and vote.

4. Approval of the December 4, 2025 Regular City Council meeting minutes
5. Approval of the second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026

Summer Fleming, CGFO, Director of Finance

6. Approval of a resolution authorizing the execution of a Multiple-Use Agreement and Supplemental Agreement with the Texas Department of Transportation (TxDOT) for the installation and operation of automated license plate recognition (ALPR) cameras within TxDOT right-of-way

Clayton Hoelscher, Procurement Manager

CONSIDERATION/DISCUSSION ITEMS

7. Consideration and possible action on the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003 Prima Facia Speed Limit by reducing the maximum speed limit on No Le Hace to 25 miles per hour

Carole Vanzant, CPM, ICMA-CM, Assistant City Manager
Ruben Olvera, Council Member, Place 3

8. Consideration and possible action approving a resolution authorizing the execution of a work authorization with Ardurra Group, Inc. for engineering services in support of the Rolling Acres Trail Reconstruction Project

Kelsey Delgado, CISEC, PMP, Project Manager

9. Consideration and possible action approving a resolution authorizing the execution of a work authorization with Pape-Dawson Consulting Engineers, LLC for engineering services for the Dietz Elkhorn Water Line Project

Grant Watanabe, P.E., CFM, Director of Public Works

WORKSHOP

10. 2026 Strategic Plan Update

Jim Williams, MBA, ICMA-CM, Assistant City Manager

11. Compensation and Classification Study — Proposed Personnel Policy Changes

Joanna Merrill, PSHRA-SCP, Director of Human Resources

REPORTS FROM STAFF/COMMITTEES

12. Upcoming 2026 Elections

Christina Picioccio, TRMC, City Secretary

REQUESTS AND ANNOUNCEMENTS

13. Announcements and reports by Mayor and Council
14. Announcements by the City Manager
15. 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:

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session

ADJOURNMENT

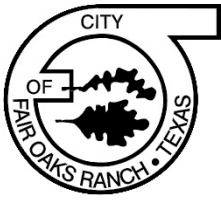
Signature of Agenda Approval:

s/ Gregory C. Maxton
Gregory C. Maxton, Mayor

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

As per Texas Government Code 551.045, said Notice was posted by January 9, 2026 and remained so posted continuously for at least 3 business days before said meeting was convened. A quorum of various boards, committees, and commissions may attend the City Council meeting.

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



CITY OF FAIR OAKS RANCH

CITY COUNCIL REGULAR MEETING

Thursday, December 04, 2025 at 6:30 PM

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

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

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

Council Present: Mayor Maxton and Council Members: Stroup, Olvera, Pearson, Parker and Swarek

Council Absent: Council Member Rhoden

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

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

CITIZENS and GUEST FORUM

3. Citizens to be heard

Resident Christine Graham thanked City Manager Huizenga for his weekly memorandum, which referenced a potential gas station on Dietz Elkhorn Road. She then requested that Council consider reducing the speed limit and/or installing sidewalks along the narrow section of roadway in that area.

PRESENTATIONS

4. Presentation of a 10-Year Service Award to: Roland Rios, Water/Wastewater Operator III

Joanna Merrill, PSHRA-SCP, Director of Human Resources, recognized Roland Rios, for ten years of service.

CONSENT AGENDA

- 5. Approval of the November 20, 2025 Regular City Council meeting minutes**
- 6. Approval of a resolution casting votes for candidates for the Boards of Directors for Bexar and Comal Appraisal Districts for 2026**
- 7. Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003(3) by reducing the maximum speed limit on Silver Spur Trail and Post Oak Trail to 30 mph**

8. Approval of a resolution authorizing the execution of an agreement with The Mejorando Group for Strategic Planning Facilitation and Plan Development

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

VOTE: 6 - 0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

9. Consideration and possible action accepting a private monetary donation to the City of Fair Oaks Ranch Police Department

MOTION: Made by Council Member Swarek, seconded by Council Member Stroup, to approve the City's acceptance of a private monetary donation to the City of Fair Oaks Ranch Police Department in the amount of \$2,000.

VOTE: 6 - 0; Motion Passed.

10. Consideration and possible action approving a resolution authorizing the execution of an agreement with Tyler Technologies, Inc. for public safety software solutions, expenditure of the required funds, and execution of all applicable documents by the City Manager

MOTION: Made by Council Member Pearson, seconded by Council Member Olvera, to approve a resolution authorizing the execution of a Software as a Service Agreement with Tyler Technologies, Inc. for public safety software, expenditure of the required funds, and execution of all applicable documents by the City Manager.

VOTE: 6 - 0; Motion Passed.

11. Consideration and possible action approving a resolution authorizing the execution of an Interlocal Agreement with Bexar County for the repair and maintenance of Old Fredericksburg Road

MOTION: Made by Council Member Olvera, seconded by Council Member Swarek, to approve a resolution authorizing the execution of an Interlocal Agreement with Bexar County for the repair and maintenance of Old Fredericksburg Road, expenditure of the required funds, and execution of all applicable documents by the City Manager.

VOTE: 6 - 0; Motion Passed.

12. Consideration and possible action approving the first reading of an ordinance amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026

MOTION: Made by Council Member Parker, seconded by Council Member Swarek, to approve the first reading of an ordinance amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026.

VOTE: 6 - 0; Motion Passed.

13. Consideration and possible action approving a resolution authorizing the execution of an Emergency Interconnect Agreement with the San Antonio Water System (SAWS)

MOTION: Made by Council Member Olvera, seconded by Council Member Stroup, to approve a resolution authorizing the execution of an Emergency Interconnect Agreement with the San Antonio Water System (SAWS), expenditure of the required funds, and execution of all applicable documents by the City Manager.

VOTE: 6 - 0; Motion Passed.

REPORTS FROM STAFF AND COMMITTEES**14. Update on a citizen request to reduce the speed limit on Ralph Fair Road (FM 3351)**

Carole Vanzant, Assistant City Manager, presented an update regarding a resident request to reduce the speed limit on Ralph Fair Road. As the roadway is under TxDOT jurisdiction, on June 5, 2025, Council agreed with the Transportation Safety Advisory Committee's recommendation to pursue coordination with TxDOT. Staff later met with TxDOT and learned that a traffic study was already underway, and TxDOT would share the results once it was completed.

Andres Gonzalez, TxDOT Area Engineer, provided an overview of the study that was performed and detailed some of the considerations. The study results warranted a reduction in speed to 50 mph, including the stretch of road in the city limits. His team estimates that the signs should be changed in April of 2026, after approval by the Texas Transportation Commission at their January 2026 meeting.

REQUESTS AND ANNOUNCEMENTS**15. Announcements and reports by Mayor and Council Members**

Council Member Swarek acknowledged that Council Member Pearson's birthday is on Saturday and extended well wishes.

Council Member Parker shared positive news regarding Council Member Rhoden's wife, Nancy, and expressed appreciation for the prayers received.

Mayor Maxton announced that the December 18, 2025, and January 1, 2026, regular City Council meetings have been canceled, with the next regular meeting scheduled for January 15, 2026. The Mayor also stated that City offices will be closed on December 24 and 25, 2025, in observance of the Christmas holiday, and again on January 1, 2026, in observance of New Year's Day. Additionally, Mayor Maxton invited the community to attend the Santa on the Ranch event at City Hall on Sunday, December 7, 2025, from 2:00 to 5:00 p.m. The Mayor encouraged residents to donate new, unwrapped toys for the Police Department's annual Blue Santa program and items for seniors for the Silver Santa drive by December 14, 2025, at designated drop-off locations throughout the City. Mayor Maxton further advised that Camp Bullis has scheduled prescribed burns, weather permitting, between December 8 and 19, 2025. The Mayor concluded by wishing everyone a happy holiday season.

16. Announcements by the City Manager

City Manager Scott Huizenga reported that the City has received several communications regarding the City's new gateway feature and an incident that occurred several weeks ago. He advised that repairs to the feature are in the process of being scheduled.

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

None.

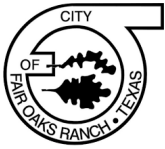
ADJOURNMENT

Mayor Maxton adjourned the meeting at 7:26 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSENT ITEM CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026

DATE: January 15, 2026

DEPARTMENT: Finance

PRESENTED BY: Summer Fleming, CGFO, Director of Finance

INTRODUCTION / BACKGROUND:

This budget amendment increases the FY 2025-26 budget to account for prior-year commitments, continuing capital projects, and newly authorized appropriations.

First, the amendment re-appropriates funds for open purchase orders (encumbrances) totaling \$132,890 in the General Fund and \$124,422 in the Utility Fund, ensuring that outstanding FY 2024–25 obligations carry forward into the current fiscal year. It also rolls over continuing project appropriations totaling \$327,279 in the Strategic and Capital Projects Fund, \$2,656,165 in the Water Capital Fund, and \$1,005,412 in the Wastewater Capital Fund, allowing active multi-year projects to proceed without interruption.

Additionally, this amendment appropriates \$205,882 for the City's cost share of the Interlocal Agreement with Bexar County, approved by the City Council on December 4, 2025, for the repair and maintenance of Old Fredericksburg Road. It also records a \$10,000 donation accepted on November 6, 2025, from the Fair Oaks Ranch Homeowners Association (FORHA) to support the City's Oak Wilt Program, along with the associated program expenditure.

The first reading of the ordinance was approved by the City Council on December 4, 2025.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

Re-appropriating open purchase orders and rolling over ongoing capital projects ensures continuity of services, avoids project delays, and maintains accountability for prior-year contractual obligations. This practice strengthens financial transparency and supports long-range capital planning.

The appropriation for the Old Fredericksburg Road Interlocal Agreement advances Council's infrastructure goals by enhancing roadway reliability, safety, and long-term performance through coordinated investment with Bexar County.

The FORHA donation and related expenditure enhances the City's Oak Wilt Program, supporting environmental stewardship and expanding assistance available to residents for

oak wilt prevention and treatment.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

This amendment re-appropriates:

- \$132,890 in the General Fund and \$124,422 in the Utility Fund for open purchase orders, and
- \$327,279 in the Strategic and Capital Projects Fund, \$2,656,165 in the Water Capital Fund, and \$1,005,412 in the Wastewater Capital Fund for continuing projects.

It also establishes new appropriations totaling \$215,882, consisting of:

- \$205,882 from Strategic and Capital Projects Fund balance for the Old Fredericksburg Rd. project, and
- \$10,000 in General Fund revenues and expenditures for the FORHA Oak Wilt Program donation.

LEGAL ANALYSIS:

Ordinance approved as to form.

RECOMMENDATION / PROPOSED MOTION:

I move to approve the second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE BUDGET OF THE CITY OF FAIR OAKS RANCH, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026

WHEREAS, the City has outstanding purchase orders from FY 2024–25 requiring re-appropriation in the amount of \$132,890 in the General Fund and \$124,422 in the Utility Fund for contractual obligations that remained open at year-end, and,

WHEREAS, the City also has continuing multi-year capital projects requiring rollover appropriations totaling \$327,279 in the Strategic and Capital Projects Fund, \$2,656,165 in the Water Capital Fund, and \$1,005,412 in the Wastewater Capital Fund, and,

WHEREAS, on December 4, 2025, City Council approved a resolution authorizing execution of an Interlocal Agreement with Bexar County for the repair and maintenance of Old Fredericksburg Road, under which the City's cost share totals \$205,882, and the City must appropriate funds from the Strategic and Capital Projects Fund balance to fulfill its obligation under the agreement, and,

WHEREAS, on November 6, 2025, City Council accepted a \$10,000 donation from the Fair Oaks Ranch Homeowners Association to support the City's Oak Wilt Program, requiring recognition of the revenue and appropriation of the related expenditure, and,

WHEREAS, the City Council finds that the budget amendment detailed in **Exhibit A** is necessary to re-appropriate outstanding encumbrances, roll over continuing projects, and appropriate funds for the Interlocal Agreement and the FORHA donation as previously approved by City Council.

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

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

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

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

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

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

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

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

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

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

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 4th day of December 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 15th day of January 2026.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

Exhibit A

Proposed Budget Amendment No. 1 FY 2025-26

	<u>Encumbrances</u>	<u>Project Rollovers</u>	<u>New Appropriations</u>
REVENUES AND EXPENDITURES			
Sources of Funds:			
Grants and Donations			10,000
Fund Balance - Prior Year	257,312	3,988,856	205,882
Total Funds Provided	<u>257,312</u>	<u>3,988,856</u>	<u>215,882</u>
 Use of Funds - Expenditures:			
General Fund	132,890		10,000
Strategic Projects Fund		327,279	205,882
Utility Fund	124,422		
Water Capital Fund		2,656,165	
Wastewater Capital Fund		1,005,412	
Total Expenditures	<u>257,312</u>	<u>3,988,856</u>	<u>215,882</u>

Exhibit A

Schedule of Open Purchase Orders

Fund/Department	PO Description	Amount Outstanding 9/30/2025
<u>General Fund</u>		
Information Technology	Server Room HVAC	\$21,400
	Server Room Steel Door	9,962
Human Resources	July 4th Laser Show	7,071
	July 4th Fireworks Show	10,625
Public Safety	Fire/EMS Consulting	10,700
Maintenance	Walk in Cooler	10,000
Engineering & Planning	Annual Street Maintenance	61,908
Shared Services	PD Gate Lock	1,225
Sub-Total General Fund		<u>\$132,890</u>
 <u>Utility Fund</u>		
Water	Maintenance of plant and lines	\$4,422
	Base Station	120,000
Sub-Total Utility Fund		<u>\$124,422</u>
 Total Outstanding PO's		<u><u>\$257,312</u></u>

Exhibit A

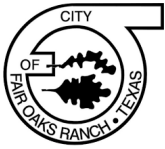
Strategic and Capital Project Rollovers

Fund/Department	Project Description	Amount Outstanding 9/30/2025
<u>Strategic Projects Fund</u>		
Reliable & Sustainable Infrastructure	Dietz Elkhorn Reconstruction	\$61,811
	Chartwell Lane Project #35	59,988
	Rolling Acres Trail Drainage #2	67,475
	Rolling Acres Trail Drainage #4	65,220
Operational Excellence	Compensation & Benefit Plan Study	32,850
	Third Party Scanning	39,935
Sub-Total Strategic Projects Fund		<u>\$327,279</u>
<u>Water Capital Fund</u>		
Water	Elevated Storage Tank	\$153,425
	Willow Wind/Red Bud Hill	527,814
	Old Fredericksburg Rd	50,127
	Rolling Acres Trail	607,655
	SAWS Emergency Connect	38,447
	Upgrade Plant 3 Electrical	38,960
	Plant 5 Expansion	1,239,737
Sub-Total Water Capital Fund		<u>\$2,656,165</u>
<u>Wastewater Capital Fund</u>		
Wastewater	WWTP Phase 1 Expansion	\$355,412
	Cojak Circle Sewer Upgrade	\$650,000
Sub-Total Wastewater Capital Fund		<u>\$1,005,412</u>
Total Continuing Project Appropriations		<u><u>\$3,988,856</u></u>

Exhibit A

FY 2025-26 New Appropriations

Fund/Department	Description	Amount
<u>General Fund Revenue</u>		
Grants and Donations	FORHA Donation for Oak Wilt Program	\$10,000
Sub-Total General Fund Revenue		<u>\$10,000</u>
<u>General Fund Expenditures</u>		
Oak Wilt Program	Appropriate donation for program	\$10,000
Sub-Total General Fund Expenditures		<u>\$10,000</u>
<u>Strategic Projects Fund</u>		
Old Fredericksburg Rd.	Repair and maintenance ILA cost share	\$205,882
Sub-Total Strategic Projects Fund		<u>\$205,882</u>
Total New Revenues		\$10,000
Total New Appropriations		<u>\$215,882</u>



CITY COUNCIL CONSENT ITEM CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing the execution of a Multiple-Use Agreement and Supplemental Agreement with the Texas Department of Transportation (TxDOT) for the installation and operation of automated license plate recognition (ALPR) cameras within TxDOT right-of-way

DATE: January 15, 2026

DEPARTMENT: Finance

PRESENTED BY: Clayton Hoelscher, Procurement Manager

INTRODUCTION / BACKGROUND:

On July 3, 2025, the City Council held a workshop to review the proposed use of Automated License Plate Recognition (ALPR) technology as a tool to support crime deterrence, investigative effectiveness, and real-time alerting. Funding for the use of ALPR cameras was included in the FY 2024–25 budget. ALPR cameras currently operate only on City roadway infrastructure.

To ensure full coverage at strategic public safety locations, the Police Department previously identified two locations on Ralph Fair Road, which is a TxDOT-maintained corridor within City limits. TxDOT requires all local entities to execute:

1. Form 2044 - Multiple-Use Agreement (MUA), which governs the use of TxDOT right-of-way for public infrastructure installations, and
2. Supplemental Agreement for ALPR Camera Installations, which outlines data usage, storage, validation requirements, and law enforcement purpose verification.

Execution of these agreements is mandatory for the placement of ALPR cameras on TxDOT roads and ensures compliance with state regulations, public safety standards, and right-of-way management requirements.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

Expanded ALPR coverage will increase coverage across the community enhancing public safety and the police department's crime-prevention efforts and strategies.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The ALPR camera program is funded through the City's existing public safety budget. There is no fee associated with executing this agreement.

LEGAL ANALYSIS:

Agreement reviewed and approved by legal, and resolution approved as to form.

RECOMMENDATION / PROPOSED MOTION:

I move to approve a resolution authorizing the execution of a Multiple-Use Agreement and Supplemental Agreement with TxDOT for the installation and operation of automated license plate recognition cameras within TxDOT right-of-way.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF A MULTIPLE-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ALLOWING THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Fair Oaks Ranch has determined that Automated License Plate Recognition (ALPR) cameras increase public safety and support the Police Department's crime-prevention efforts and strategies, and

WHEREAS, the City of Fair Oaks Ranch currently operates an ALPR camera program on City-maintained streets, and

WHEREAS, the Texas Department of Transportation (TxDOT) controls and manages certain rights-of-way within the City of Fair Oaks Ranch and expanding this program into TxDOT rights-of-way will enhance consistency and coverage across the community, and

WHEREAS, the City Council desires to engage with TxDOT and asks that Flock Safety be allowed to place ALPR cameras in the TxDOT right-of-way on behalf of the City of Fair Oaks Ranch, and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to sign a Multiple-Use Agreement and Supplemental Agreement with TxDOT.

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

- Section 1.** The City Council hereby authorizes the City Manager to execute a Multiple-Use Agreement and Supplemental Agreement with the Texas Department of Transportation allowing the installation and operation of automated license plate recognition cameras in Texas Department of Transportation right-of-way, and to execute all applicable documents to effectuate this resolution.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this

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

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

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

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

PASSED, APPROVED, and ADOPTED on this 15th day of January 15, 2026.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and
The City of Fair Oaks Ranch _____, hereinafter called _____ City _____,
party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the _____ day _____ day of _____ month of the year _____, 20 XX _____, the governing body for the _____ City _____ entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the _____ City 's participation in this agreement with the State; and

WHEREAS, the _____ City _____ has requested the State to permit the construction, maintenance and operation of a public _____ Automated License Plate Recognition technology on the highway right of way, (ROADWAY _____ Ralph Fair Rd. _____ CONTROL SECTION NO. _____).
(General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the _____ City _____ will enter into agreements with the State for the purpose of determining the respective responsibilities of the _____ City _____ and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

_____ City _____ will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the

_____ City _____ shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the _____ City _____ and found not to comply with ADA or TAS shall be corrected at the entire expense of the- _____ City _____

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the _____ City _____. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that _____ City _____ has failed to comply with these responsibilities, it will perform the necessary work and charge _____ City _____ the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The _____ City _____ shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The _____ City _____ shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the _____ City _____ for the use of the facility under this agreement, the _____ City _____ will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the _____ City _____ must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

_____ City _____ shall be responsible for the facility's timely removal at no cost to the State.

If the State determines that _____ City _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ City _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE _____ City _____ WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2026, THE City of Fair Oaks Ranch (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the _____ City _____. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the _____ City _____ shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The _____ City _____, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. _____ City _____ shall include TxDOT as an additional insured by endorsement in _____ City _____'s commercial general liability insurance policy. Prior to beginning work on the State's right of way, the _____ City _____'s construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The _____ City _____ shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The _____ City _____, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the _____ City _____ shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The _____ City _____ must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the _____ City _____ if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	City of Fair Oaks Ranch
Maintenance Division	City Manager
125 East 11th Street	7286 Dietz Elkhorn
Austin, Texas 78701-2483	Fair Oaks Ranch, Texas 78015

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the _____ on the _____ day of _____, 20____, and the State on the _____ day of _____, 20____.

STATE OF TEXAS

(Name of other party)

By: _____
Signature

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Printed Name

By: _____
Director, Maintenance Division

Title

Printed Name

Agency

Date

Contact Office and Telephone No.

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

**SUPPLEMENTAL AGREEMENT TO MULTIPLE USE AGREEMENT ALLOWING INSTALLATION OF LPR
CAMERAS WITHIN THE HIGHWAY RIGHT OF WAY**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS SUPPLEMENTAL AGREEMENT to the Multiple Use Agreement “Agreement”, dated (add date MUA was executed), allowing installation of LPR cameras within the highway right of way is entered by and through the **Texas Department of Transportation**, hereinafter referred to as “**TxDOT**”, and the **(City of Fair Oaks Ranch)** hereinafter referred to as “**(City)**”, and sets forth the additional terms and conditions for the installation and use of License Plate Reader cameras “LPR cameras” within the highway right of way.

City agrees to the following supplemental terms and conditions:

A. VALIDATION OF LEGITIMATE LAW ENFORCEMENT PURPOSE

1. City certifies that it has completed TxDPS’s verification process by providing all necessary information required for TxDPS to verify whether City has a legitimate law enforcement purpose for the use of LPR cameras within the highway right of way.
2. City further certifies that TxDPS has provided City with a validation letter verifying and approving the City’s use of LPR cameras within the highway right of way as for a legitimate law enforcement purpose. The City shall provide TxDOT a copy of the validation letter, which is to be attached to this Supplemental Agreement and further attached to the Agreement.

B. DATA USAGE, SHARING, AND STORAGE

1. “TxDPS LPR System” shall be defined as a system and/or network of LPR cameras installed on the highway right of way, consisting of data captured by TxDPS LPR cameras and data captured by any participating local, state, and federal agencies, if any, that is maintained, operated, and managed by TxDPS.
2. “LPR data” shall be defined as any and all information, including but not limited to, all images, locations, dates, and times, captured by LPR cameras operated, maintained, and installed within the highway right of way by City. In the event City’s LPR cameras are made part of TxDPS’s LPR System “LPR data” shall also be defined to include all information, including but not limited to, all images, locations, dates, and times, captured by cameras installed, operated, and maintained by TxDPS, and/or other criminal justice or law enforcement agencies cooperating with the TxDPS LPR System.
3. All LPR data shall be owned, maintained, and stored by City, or if the LPR cameras are part of the TxDPS LPR System, by TxDPS or a criminal justice or law enforcement agency cooperating with the TxDPS LPR System.

4. LPR data shall only be accessed, used, published, exchanged, or otherwise transferred by and to law enforcement or criminal justice personnel and strictly for law enforcement purposes. LPR data shall not be accessed by, used, sold, published, exchanged, or otherwise transferred to any commercial or private entity or individual for any reason. If LPR data is currently, or later discovered to be, accessible by commercial or private entities or individuals, access to such entities or individuals shall be immediately terminated. If such accessibility is not immediately terminated TxDOT may, at its sole discretion, require the immediate removal of the LPR cameras from the highway right of way and terminate the Agreement.
5. The use, sharing, and storage of LPR data shall comply with all applicable local, state, and federal laws and regulations.

C. COMPLIANCE WITH SUPPLEMENTAL TERMS

1. City shall comply with the terms and conditions of this Supplemental Agreement.
2. City shall require any vendor it employs to assist in the operation and maintenance of its LPR cameras to comply with the terms and conditions of this Supplemental Agreement, as well as all local, state, and federal laws and regulations.
3. City shall, upon request, certify compliance with the terms and conditions of this Supplemental Agreement, and provide any and all information requested by TxDOT to ensure compliance with this Supplemental Agreement at no cost to TxDOT.
4. City acknowledges and agrees that any violation of the above terms and conditions may, at the sole discretion of TxDOT, result in the termination of the Agreement, and if terminated, the removal of all LPR cameras from within the highway right of way at the expense of City.

D. RESPONSIBILITY

1. City acknowledges that TxDOT does not have access to any LPR data. City acknowledges and agrees that City is individually responsible for obligations required under the Texas Public Records Act for requests made seeking LPR data.
2. City acknowledges that it has, and agrees to assume, full responsibility regarding the installation and use of its LPR cameras on the highway right of way, including, but not limited to, any and all responsibility pertaining to the use, storage, and release of LPR data collected by the LPR cameras and/or System authorized by this agreement.

Any person executing this Supplemental Agreement in a representative capacity hereby warrants that he/she is duly authorized to do so.

IN TESTIMONY WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed in duplicate. The Supplemental Agreement becomes effective when fully executed by both parties.

By: _____

Title: Maintenance Division Director

Printed Name: _____

Date: _____

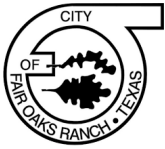
City of Fair Oaks Ranch

By: _____

Title: _____

Printed Name: _____

Date: _____



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action on the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003 Prima Facia Speed Limit by reducing the maximum speed limit on No Le Hache to 25 miles per hour

DATE: January 15, 2026

DEPARTMENT: City Council

PRESENTED BY: Carole Vanzant, CPM, ICMA-CM, Assistant City Manager
Ruben Olvera, Council Member, Place 3

INTRODUCTION / BACKGROUND:

At the November 20th City Council meeting, staff provided a brief presentation summarizing the history and prior actions related to a citizen request to reduce the speed limit on No Le Hache to 25 mph between Fair Oaks Parkway and Dietz Elkhorn Road. After discussion, the City Council directed staff to return with the original ordinance reducing the speed limit for consideration and possible action. Recently, the City Council approved speed limit amendments to promote consistent and appropriate speeds on Rolling Acres Trail, Post Oak Trail, and Silver Spur Trail. For this item, staff presents a proposed ordinance to reduce the speed limit along the entire length of No Le Hache.

The following summarizes the Transportation Safety Advisory Committee (TSAC) and City Council meeting actions from February 26 – October 2, 2025.

February 26 TSAC Meeting

TSAC reviewed a resident request (**Exhibit A**) to reduce the speed limit on No Le Hache due to vehicle volume and speeds, blind curves, area residents being young families and elderly, and the road being used as a cut through to and from Fair Oaks Parkway and Dietz Elkhorn Road. The requestor's recommendations included reducing the speed limit, adding speed bumps at the blind curves, and replacing the existing yield sign with a three-way stop at the intersection of No Le Hache and Sumpter. At the meeting, staff noted no reported collisions due to excessive speed, and that reducing the speed limit to 25 mph could be a City Council action upon determination that the current speed limit is unsafe or unreasonable. **TSAC actions:**

1. A motion to recommend lowering the speed limit on No Le Hache to 25 mph passed (4-1).
2. A motion to recommend replacing the yield sign at Sumpter with a stop sign failed (2-3).

3. No motion was made to place speed bumps at the blind curves.

March 20 City Council Workshop

During the workshop, staff provided an aerial view of No Le Hache and the City's Transportation Map depicting the road designation as a local street. Staff noted the submitter and one area resident spoke at the meeting in support of the speed limit reduction. The City Council directed staff to present an ordinance to lower the speed limit to 25 mph on No Le Hache between Dietz Elkhorn Road and Fair Oaks Parkway due to road curves and cut through traffic.

April 17 City Council Meeting

The first reading of an ordinance to reduce the No Le Hache speed limit was removed from the Consent Agenda for discussion. **City Council actions:**

1. A motion to reduce the maximum speed limit on No Le Hache between Fair Oaks Parkway and Dietz Elkhorn Road to 25 mph failed (3-4).
2. A motion to return the submittal to TSAC for area citizen feedback and for a speed limit study passed (6-1).

August 6 TSAC Meeting

1. One area resident spoke suggesting that traffic enforcement could be increased rather than a speed reduction.
2. Staff presented a radar placement map (**Exhibit B**).
3. Staff presented the results of the citizen survey (**Exhibit C**). Fifty-three were distributed with twenty responses received. Of those responses, seventeen supported reducing the speed limit to 25 mph, two were strongly opposed, and one was neutral.
4. Staff presented the findings of the collected radar data. Summary:

May 13 - 26	
Daily Average Vehicle Count:	
Northbound - 161	Southbound - 124
Total Average Speed:	
Northbound - 20.6 mph	Southbound - 20.3 mph
85th percentile of speed:	
Northbound - 29.3 mph	Southbound - 29.0 mph

July 15-28	
Daily average vehicle count:	
Northbound - 102	Southbound - 86
Total average speed:	
Northbound - 20.5 mph	Southbound - 19.8 mph
85th percentile of speed:	
Northbound - 24.0 mph	Southbound - 24.0 mph

TSAC action: A motion to recommend reducing the speed limit to 25 mph on No Le Hace between Dietz Elkhorn Road and Fair Oaks Parkway due to the 85th percentile of speed recorded from radar feedback signs being under 25 mph and due to most of the survey respondents supporting the reduction of the speed limit to 25 mph failed (3-3). The item did not advance to the City Council due to not receiving an affirmative vote.

October 2 City Council Meeting

City Council Member Ruben Olvera requested an update at a future Council meeting on TSAC's action relating to the No Le Hace speed reduction.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

- Provides for the continued improvement of the residents' quality of life relative to transportation safety
- Provides for a citizen-government partnership
- Complies with the City Council direction of November 20, 2025

LONGTERM FINANCIAL & BUDGETARY IMPACT:

\$1,250 for the purchase and installation of five speed limit signs

LEGAL ANALYSIS:

Ordinance approved as to form

RECOMMENDATION / PROPOSED MOTION:

I move to approve the first reading of an ordinance amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003 Prima Facia Speed Limit by reducing the maximum speed limit on No Le Hace to 25 miles per hour.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.01 GENERAL PROVISIONS, SECTION 12.01.003 PRIMA FACIE SPEED LIMIT BY REDUCING THE MAXIMUM SPEED LIMIT ON NO LE HACE TO 25 MILES PER HOUR; AND PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 12, Section 12.01.003 of the City of Fair Oaks Ranch Code of Ordinances provides for the establishment of the maximum, reasonable, and prudent speed limits in the City of Fair Oaks Ranch; and

WHEREAS, in December 2024 the City received a resident request to reduce the speed limit on No Le Hace below the prima facie speed limit; and

WHEREAS, on February 26, 2025, after discussing the request, the Fair Oaks Ranch Transportation Safety Advisory Committee (TSAC) made an affirmative vote to recommend reducing the speed limit on No Le Hace to 25 mph; and

WHEREAS, pursuant to the TSAC Rules of Procedure, after due consideration and an affirmative Committee vote, recommended actions are advanced to City Council for consideration; and

WHEREAS, on April 17th, the City Council referred the consideration item back to TSAC for area resident feedback and radar data; and

WHEREAS, at the August 6th TSAC meeting, after reviewing the resident feedback and radar data, a motion to reduce the speed limit to 25 mph did not receive a majority vote thus the item was not advanced to City Council; and

WHEREAS, after staff's presentation at the City Council November 20th meeting, the Council directed staff to bring forth, at a future meeting, an ordinance reducing the speed limit to 25 mph on No Le Hace; and

WHEREAS, the City Council finds for the safety of city residents the maximum, reasonable, and prudent speed limit on No Le Hace is 25 miles per hour.

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

Section 1. The Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003 Prima Facie Speed Limits are hereby amended by reducing the maximum speed limit on No Le Hace to 25 miles per hour as shown in **Exhibit A** of this ordinance.

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

- Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 6.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 7.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 8.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 15th day of January 2026.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 5th day of February 2026.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

EXHIBIT A

Chapter 12 Traffic and Vehicles; Article 12.01 General Provisions; Section 12.01.003 Prima Facie Speed Limit is hereby amended as follows:

[Additions shown as underscore]

(2) 25 mph

No Le Hace



TRANSPORTATION SAFETY ADVISORY COMMITTEE REQUEST FORM

Rcv'd: __Dec 30, 2024__

By: __Email__

Req #: _____

Please fill out this form in its entirety (feel free to attach photos or additional information) regarding the review of a traffic or pedestrian safety issue. If applicable, your request will be presented to the Committee for review and determination. Forms must be received 30 days prior to the scheduled quarterly meeting. [TSAC webpage](#)

Requestor Contact Information

Name: _____ Laura Maxwell Phone: _____

Mailing Address: _____ 29430 No Le Hache Dr.

City/State/ZIP Code: _____ Fair Oaks Ranch, TX 78015

Email Address: _____

Are you able to attend the TSAC meeting where this request will be presented to the Committee? [Select One]
(First Wednesday of February, May, August, and November at 3:00 PM)

Category

- | | | |
|--|--|---|
| ☐ Changes to Traffic Patterns | ☐ Crosswalks | ☐ Hike and Bike Lanes |
| ☐ No Parking Zones | ☐ Poor Site Distance at Intersections | ☒ Speed Limit Increase/Decrease |
| ☒ Speed Limiting Devices | ☒ Yield and Stop Signs | ☐ Other |

Location / Situation for Review and Description of Concerns

Our home is located right in the middle of No Le Hache Dr. My husband and I routinely witness vehicles traveling way too fast down the road, which is made especially dangerous by several blind curves. I'm an avid runner and travel the road on foot often. It's becoming very common to have to jump up on the curb because someone is driving too fast and not paying attention on such a windy road.

30 mph is, in my opinion, a very unsafe speed limit on that road. You have to assume that people will routinely exceed the speed limit (and they do)...which means we have people traveling 35 mph down a road that serves many young families with children, as well as elderly neighbors.

This particular stretch serves as a cut through (especially during the early AM and afternoon hours) for people trying to get from Fair Oaks Parkway to Dietz Elkhorn (and vice versa).

Desired Outcome/Resolution

I'd like someone to drive the road at the posted speed limit and consider factors like children, pedestrians, etc. I feel most experienced and cautious drivers would agree the current limit is much too high and threatens safety of our residents.

A few options-
Reduce the speed limit to 20 or 25 mph
Speed bumps at the blind curve areas
3 way stop at the intersection of No Le Hache and Sumpter.

****This is very similar to the issues on Noble Lark, and their speed limit was reduced to 20 mph. It doesn't make sense for our road to have the same speed limit as a thoroughfare like Dietz Elkhorn.**

EXHIBIT B
RADAR FEEDBACK SIGN LOCATIONS



EXHIBIT C

MEMORANDUM

To: Fair Oaks Ranch Transportation Safety Advisory Committee
From: Austin and Laura Maxwell
Date: July 24, 2025
Subject: Traffic Survey Results – No Le Hace Drive Speed Limit Proposal

A traffic survey was conducted May 13-26 and July 9-24, to gather resident input on a proposal to lower the speed limit on No Le Hace Drive. The survey was distributed to homes along No Le Hace Drive between Dietz Elkhorn Road and Fair Oaks Ranch Parkway (addresses 29260 to 29646), covering the area affected by the proposed change.

Summary of results:

- **Of the 53 surveys distributed, 20 responses were received.**
- **85% of survey respondents strongly supported lowering the speed limit from 30 mph to 25 mph.**

The full results are provided below including resident comments.

Sincerely,

Austin and Laura Maxwell

Results by question:

1. Do you believe vehicles currently travel too fast on No Le Hace Drive?

	<u>Respondents</u>	<u>%</u>
☐ Yes	17	85%
☐ No	2	10%
☐ Not sure	1	5%

2. Have you personally witnessed speeding or near-accidents on this road?

	<u>Respondents</u>	<u>%</u>
☐ Frequently	10	50%
☐ Occasionally	4	20%
☐ Rarely	4	20%
☐ Never	2	10%

3. Do you support lowering the speed limit from 30 mph to 25 mph on No Le Hace Drive between Fair Oaks Ranch Parkway and Dietz Elkorn Road?

	<u>Respondents</u>	<u>%</u>
☐ Strongly support	17	85%
☐ Somewhat support	0	0%
☐ Neutral	1	5%
☐ Somewhat oppose	0	0%
☐ Strongly oppose	2	10%

4. Would you support additional traffic calming measures if the speed limit is lowered? (e.g., signage, road markings, speed humps)

	<u>Respondents</u>	<u>%</u>
☐ Yes	15	75%
☐ No	5	25%

5. Do you have any additional comments or suggestions regarding traffic and safety on No Le Hace Drive?

(All comments provided listed below)

1. *"We do not sense a serious speeding problem on No Le Hace. Residents for 31 years."*
2. *"I regularly walk on this street and I have not observed any speeding issues to warrant lowering the speed limit below 30 mph or adding additional physical speed limitations."*
3. *The speeding you witness, is it only downhill? These signs only reduce the beauty of our street. And have zero effect. Only radar traps will change things that you see.*
4. *"I feel that the 30 (mph) speed limit makes people feel they can go 35 – which is way too fast, but at 25 it will encourage people to go below 30 which is appropriate for a residential cut-through street that is hilly and curvy."*
5. *"We support lowering from 30 to 25 mph, but I do not want speed humps or additional signage in front of my house."*
6. *"Traffic signs – OK...NO SPEED BUMPS!"*
7. *"30 mph is way too high for a smallish street like No Le Hace. More and more young families with children are moving here. 30 mph is too fast and dangerous. My husband & I are older but we like to walk in the evening. Just change from 30 to 25. No speed bumps please! 30 mph is speed limit on Dietz Elkhorn which is on the outskirts of neighborhood — to have 30 mph inside neighborhood is ridiculous and dangerous."*

8. *"I live at the lower part of No Le Hace near Mandetta. Cars often pass my house going way, way too fast. My major concern is for kids, walkers, and other pedestrians. I would highly encourage a lower speed limit w/ a few speed bumps to keep traffic moving slow. This would allow parents and walkers to feel safe when walking or riding bikes on the street."*
9. *"There should not be parking on the street. There is always a car that parks on the bend and it can be hard to see."*
10. *"My son was nearly hit by a car on his bike. Our neighbor was also very nearly hit. There is one car in the neighborhood who races down the road recklessly. The curves already make this road dangerous. We need the speed limit lowered to protect our kids and all the walkers. People use this road as a cut-through. It's very busy and dangerous."*
11. *"No speed humps. Too noisy. I think the speed limit should be lowered to 20 mph."*
12. *"I really worry for the kids riding their bikes on No Le Hace. I really worry for families taking baby strollers on No Le Hace. I really worry for resident walkers & runners on No Le Hace. We have been here 28 years. This has become a problem in last 12–15 years."*
13. *"I think the speed limit should be lowered to 20 mph."*
14. *Do not like the idea of speed bumps: hard on suspensions and often seem to encourage speeding between the bumps once there locations are routinely identified. Need additional signage warning of "blind curve...or something to that effect", at top of No Le Hace Dr from approximately 29419 to 29335. This is a particular hazard to cars (or anyone) entering No Le Hace from houses along this section of the road.*

(End of comments)



No Le Hae Speed Limit Reduction

January 15, 2026

Carole Vanzant, CPM, ICMA-CM
Assistant City Manager



Introduction

City Council Meeting - November 20, 2025

- Presentation of updated history and summary of actions on speed limit reduction to 25 mph on No Le Hache between Fair Oaks Parkway and Dietz Elkhorn Road provided
- City Council requested ordinance be brought forth reducing the speed limit to 25 mph for consideration and possible action



TSAC Meeting – February 26

Submitter Concerns

- Vehicle speeds and blind curves
- Area residents being young families and elderly
- Road used as a cut through to and from Fair Oaks Parkway and Dietz Elkhorn Road

Committee Action on Reducing Speed Limit

- Recommendation lowering the speed limit to 25 mph on No Le Hache *passed* (4-1)

City Council Workshop – March 20



City Council Action

Directed staff to present an ordinance lowering the speed limit to 25 mph on No Le Hache between Dietz Elkhorn Road and Fair Oaks Parkway

City Council Meeting – April 17



City Council Actions

- Motion reducing the speed limit between Fair Oaks Parkway and Dietz Elkhorn to 25 mph *failed* (3-4)
- Motion to return the submittal to TSAC for area citizen feedback and for a speed limit study *passed* (6-1)

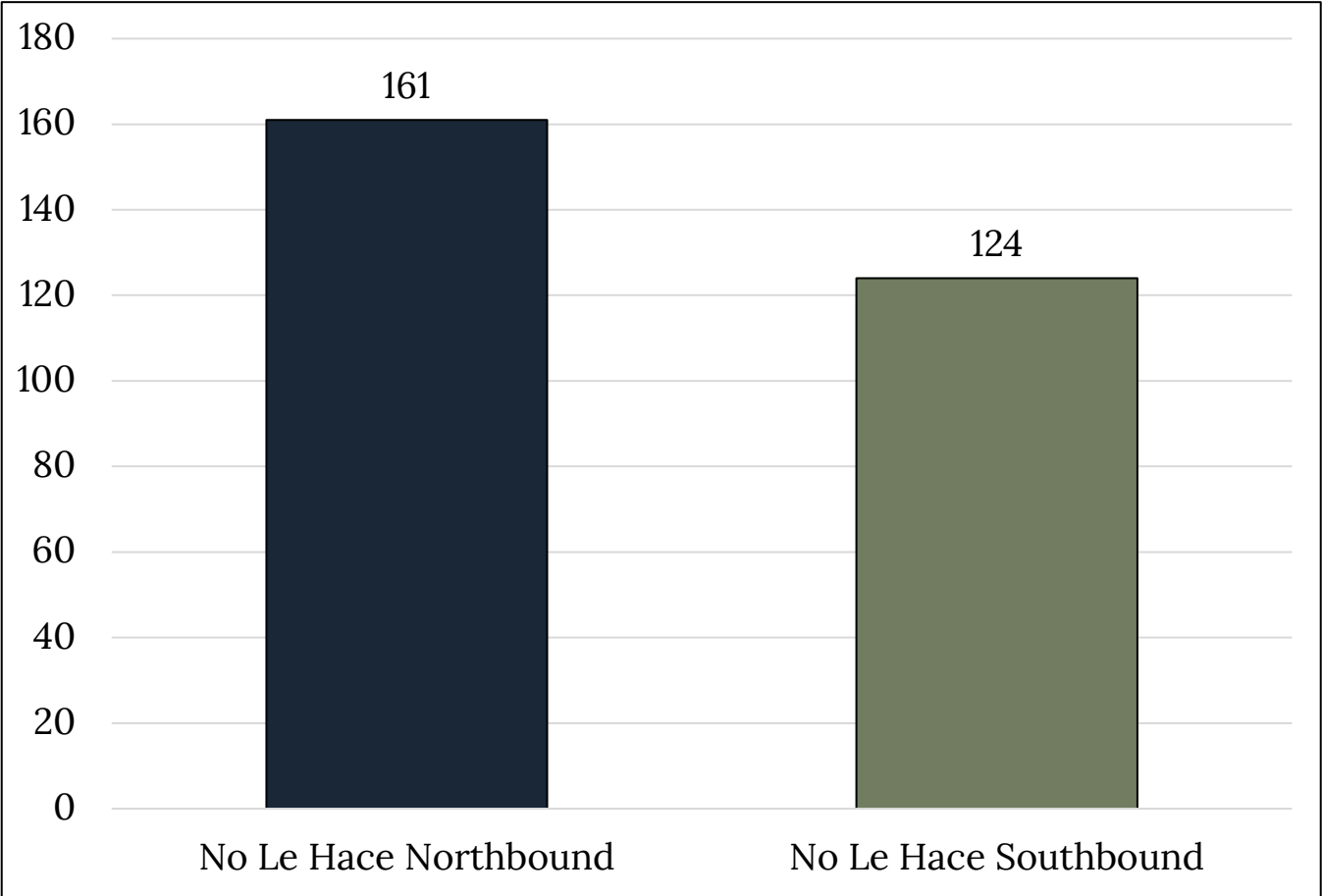


TSAC Meeting – August 6

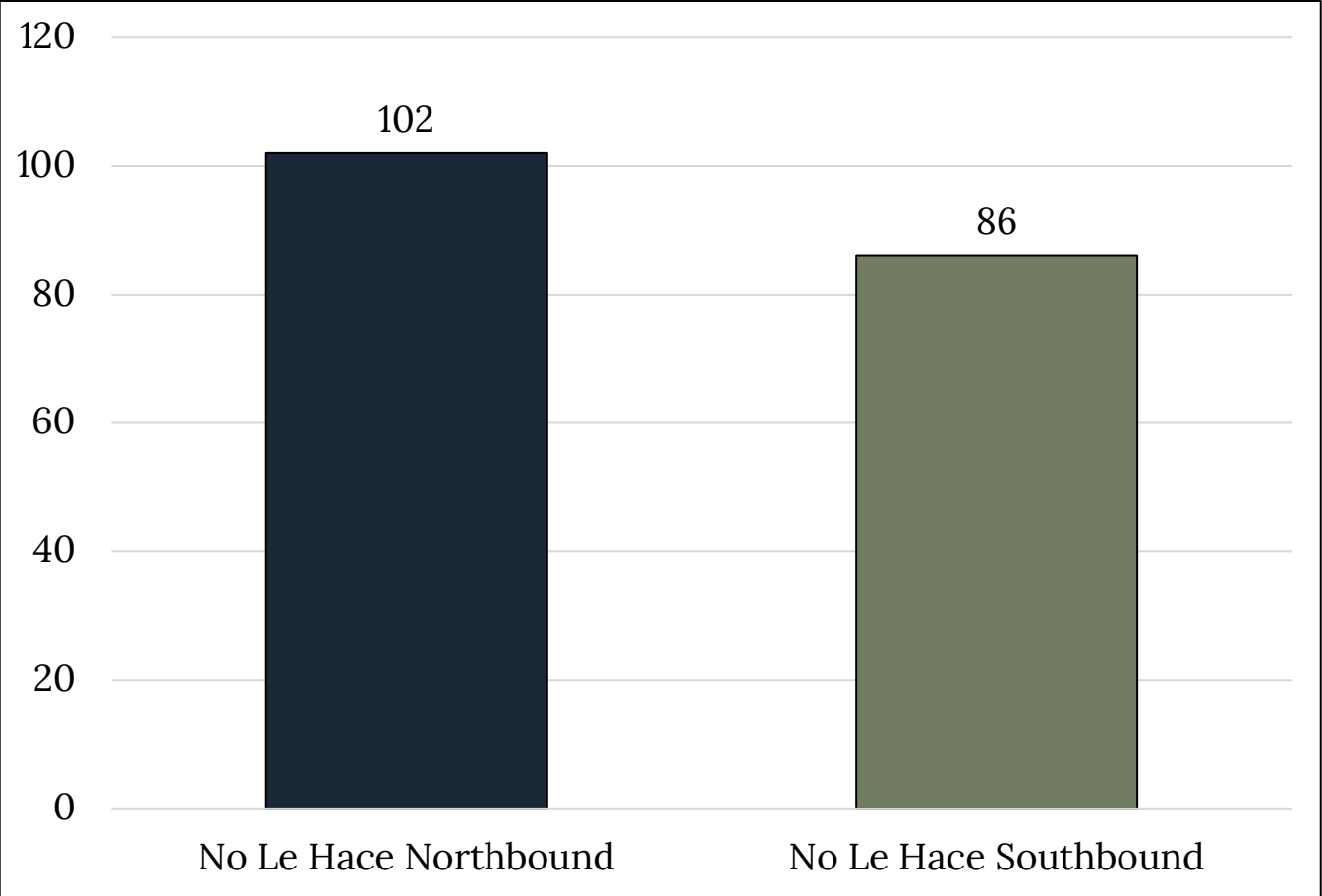
Staff Presentations

- Fifty-three surveys distributed
 - Seventeen of the twenty respondents supported 25 mph
- Radar data collected from May 13 through May 26 and July 1 through July 28
 - Daily average vehicle counts
 - Total average speed
 - Daily average speed
 - 85th percentile of speeds

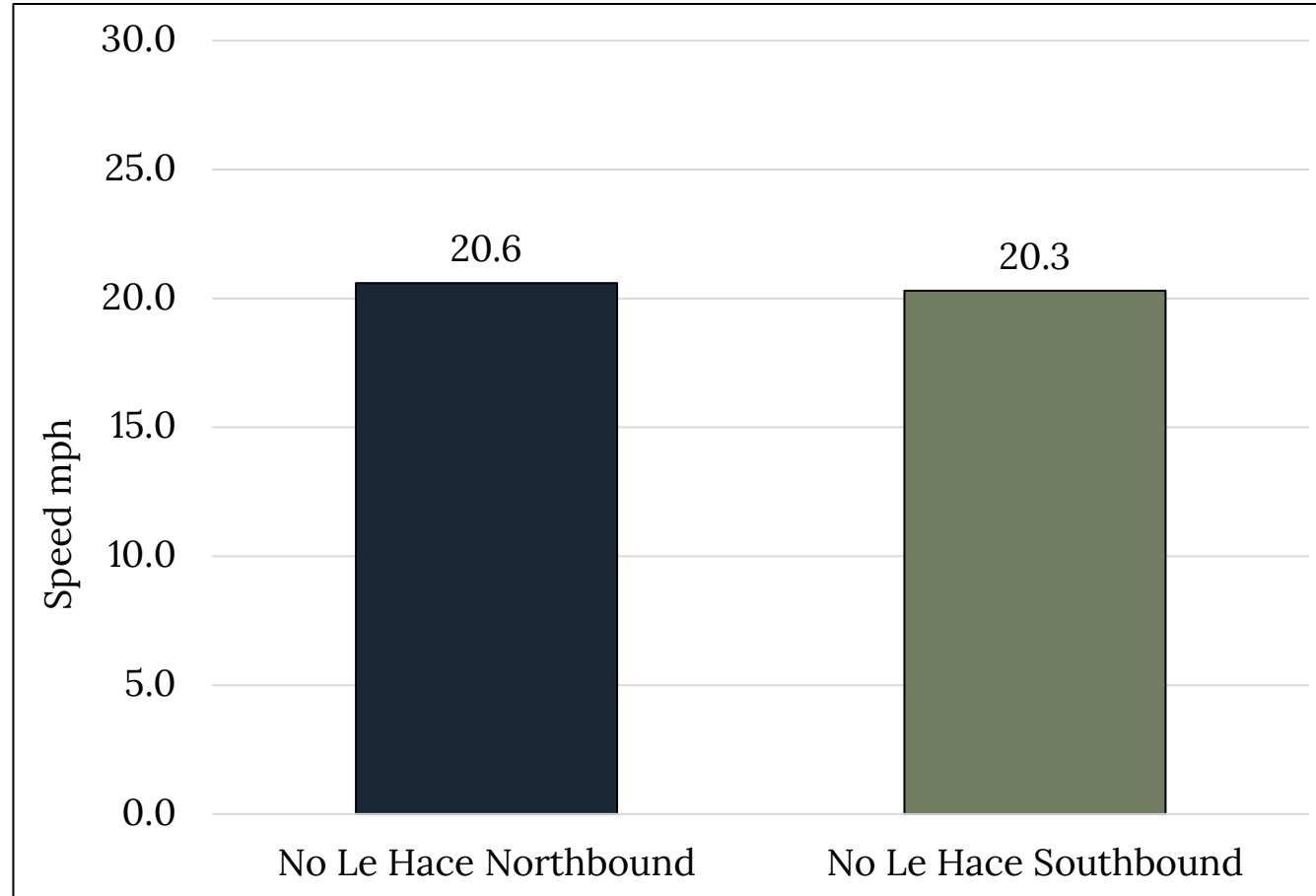
DAILY AVERAGE VEHICLE COUNT - MAY



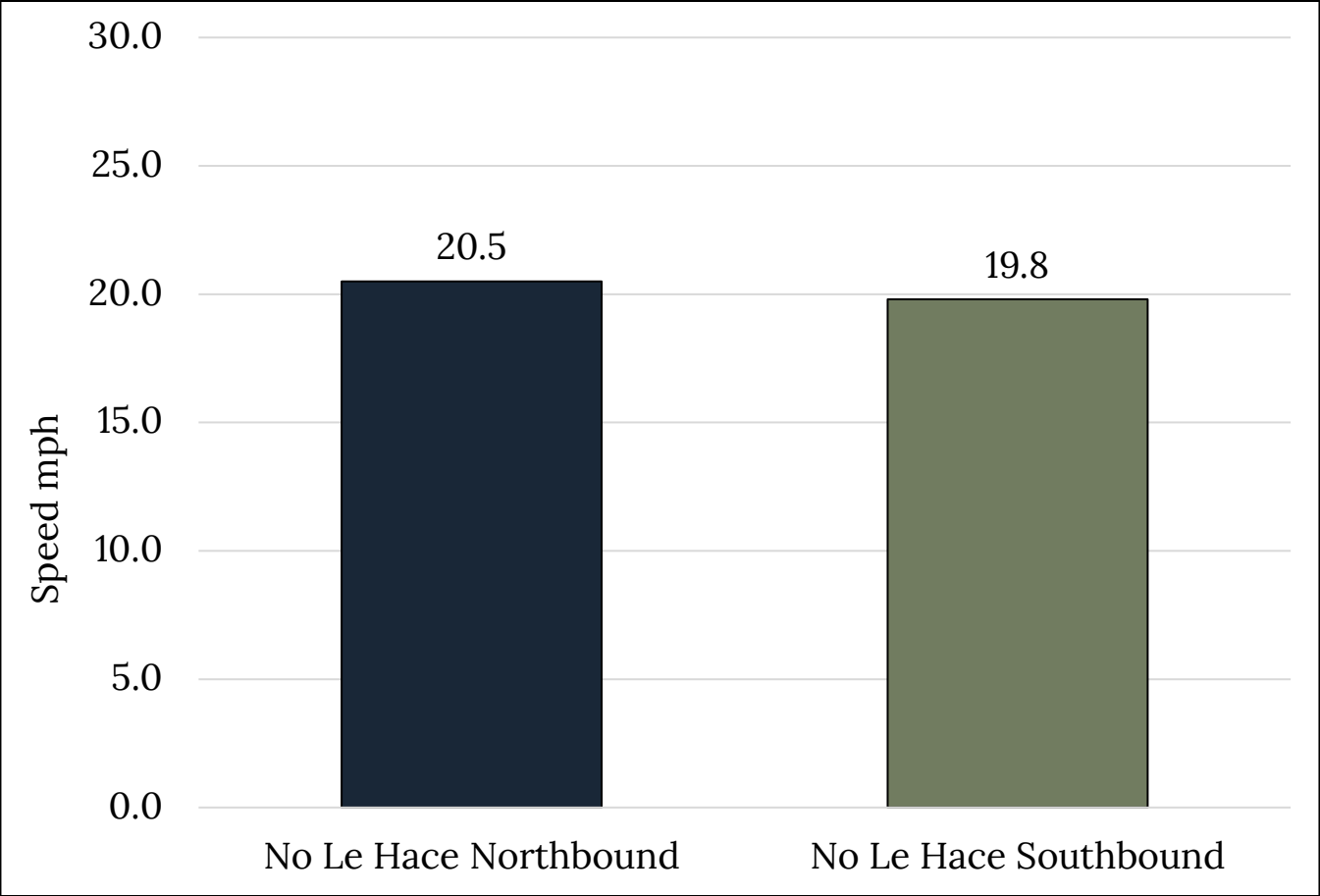
DAILY AVERAGE VEHICLE COUNT – JULY



TOTAL AVERAGE SPEED - MAY

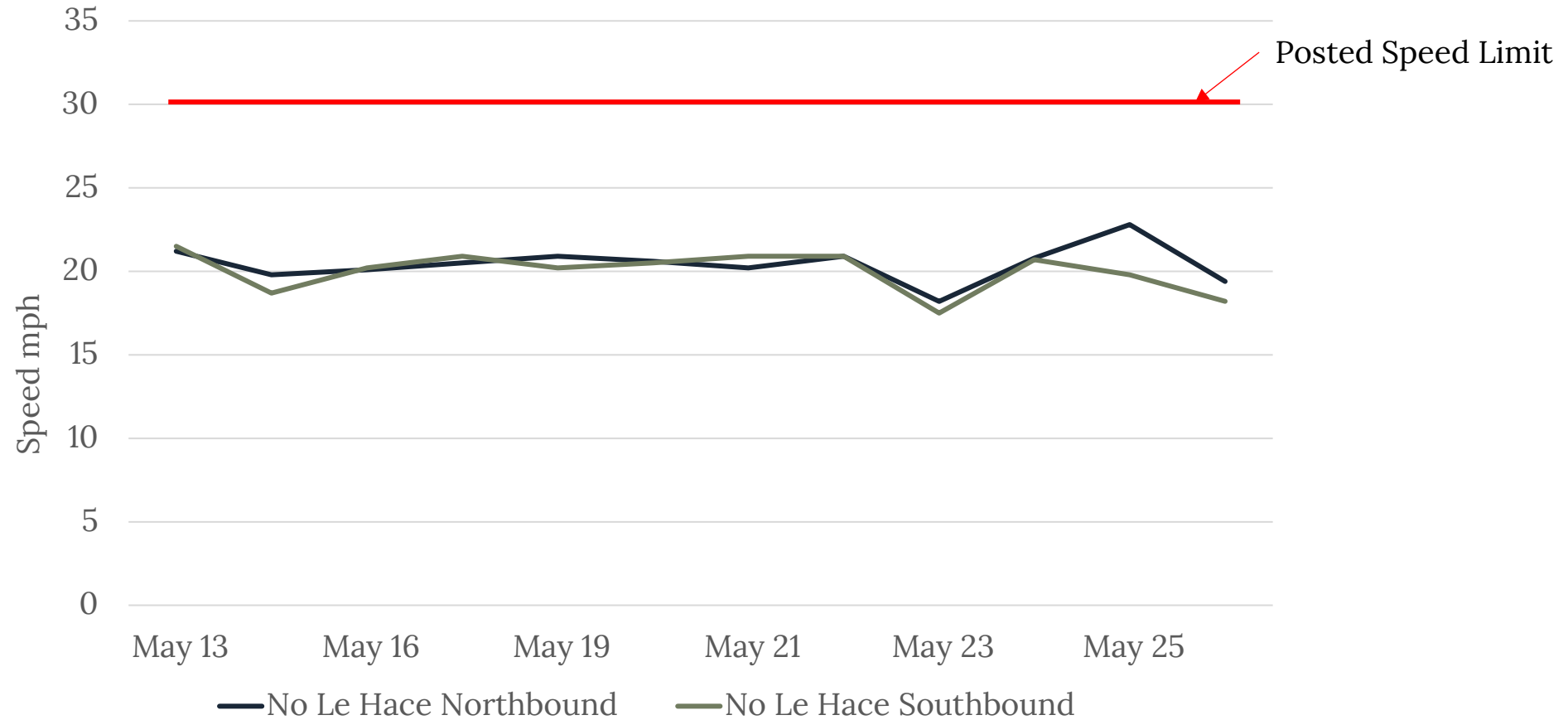


TOTAL AVERAGE SPEED – JULY



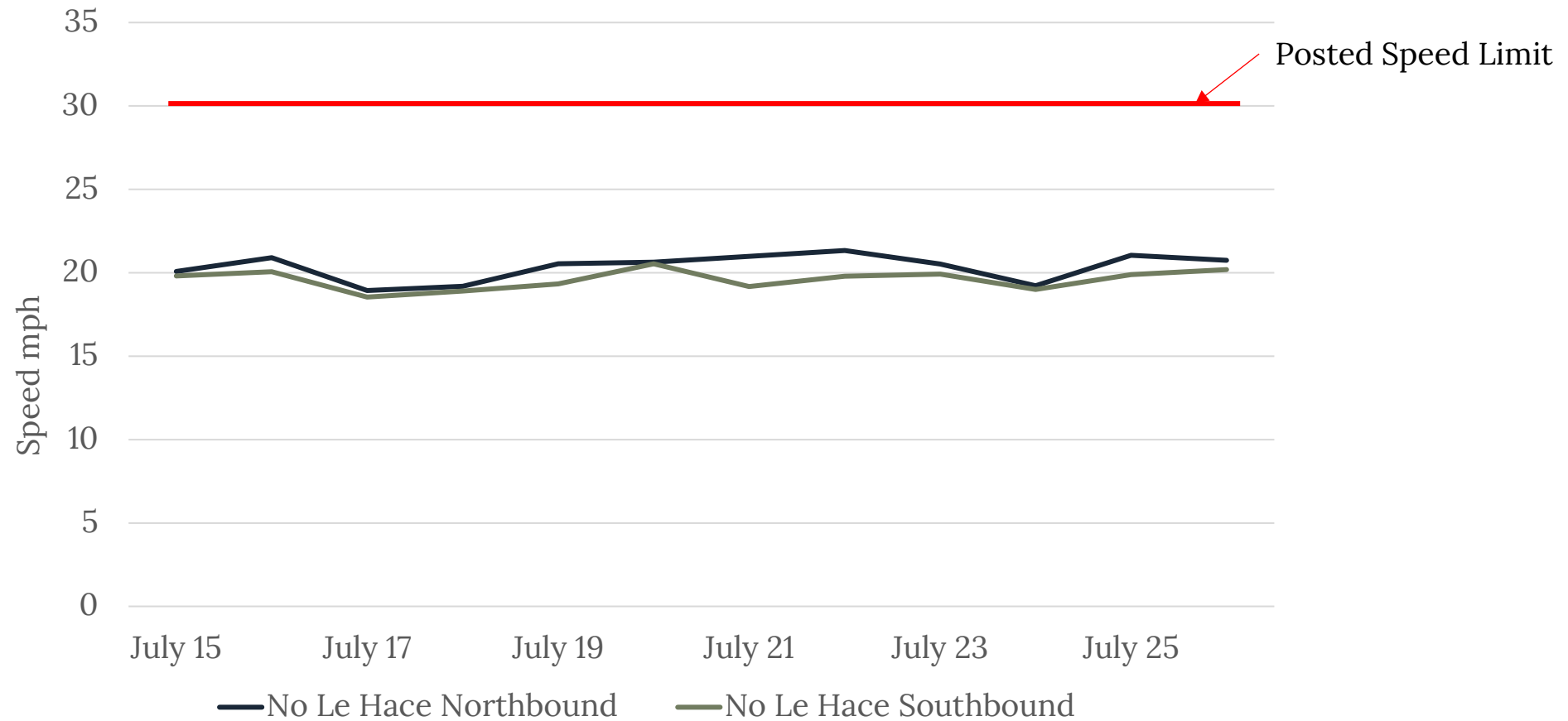


DAILY AVERAGE SPEED - MAY

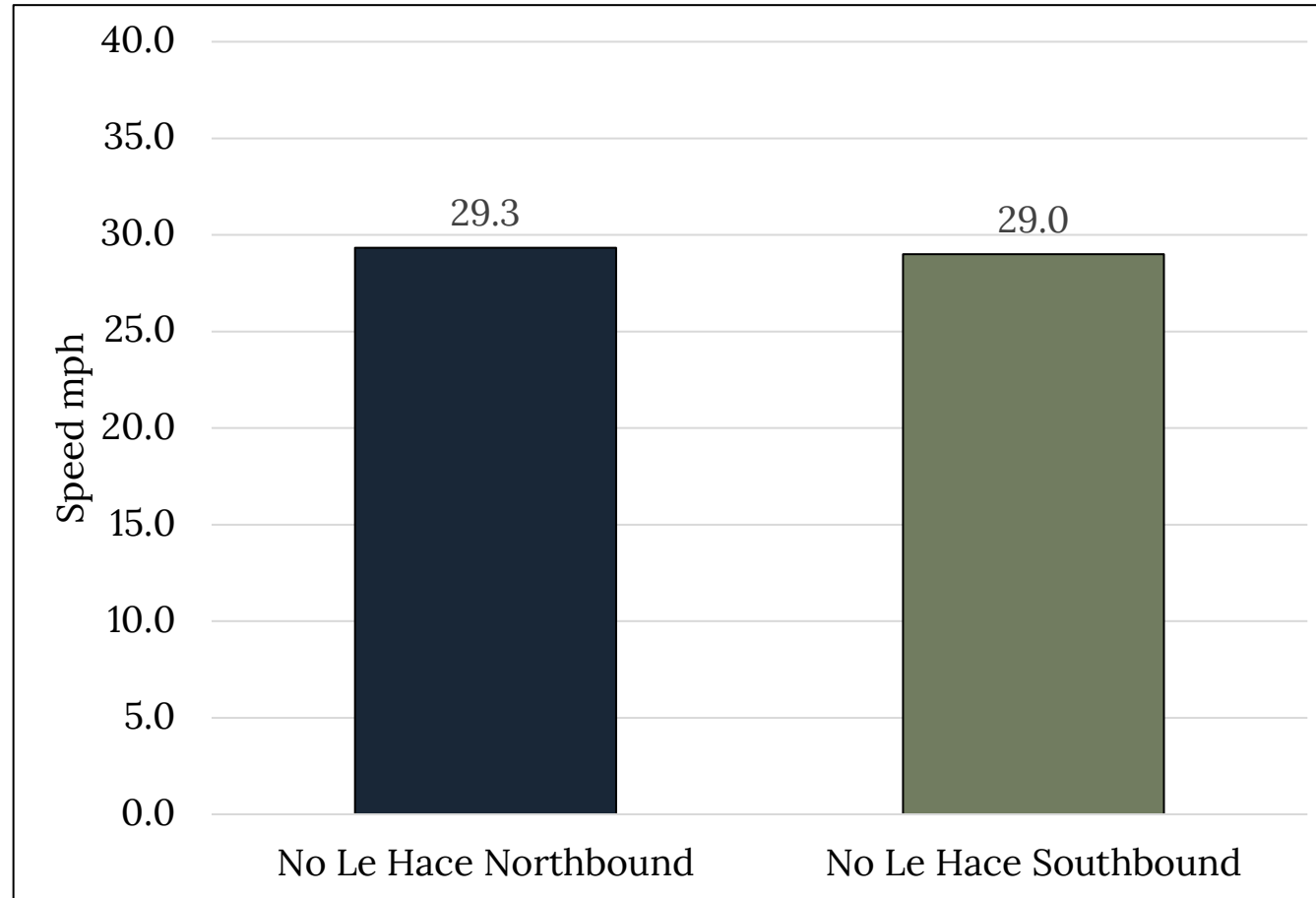




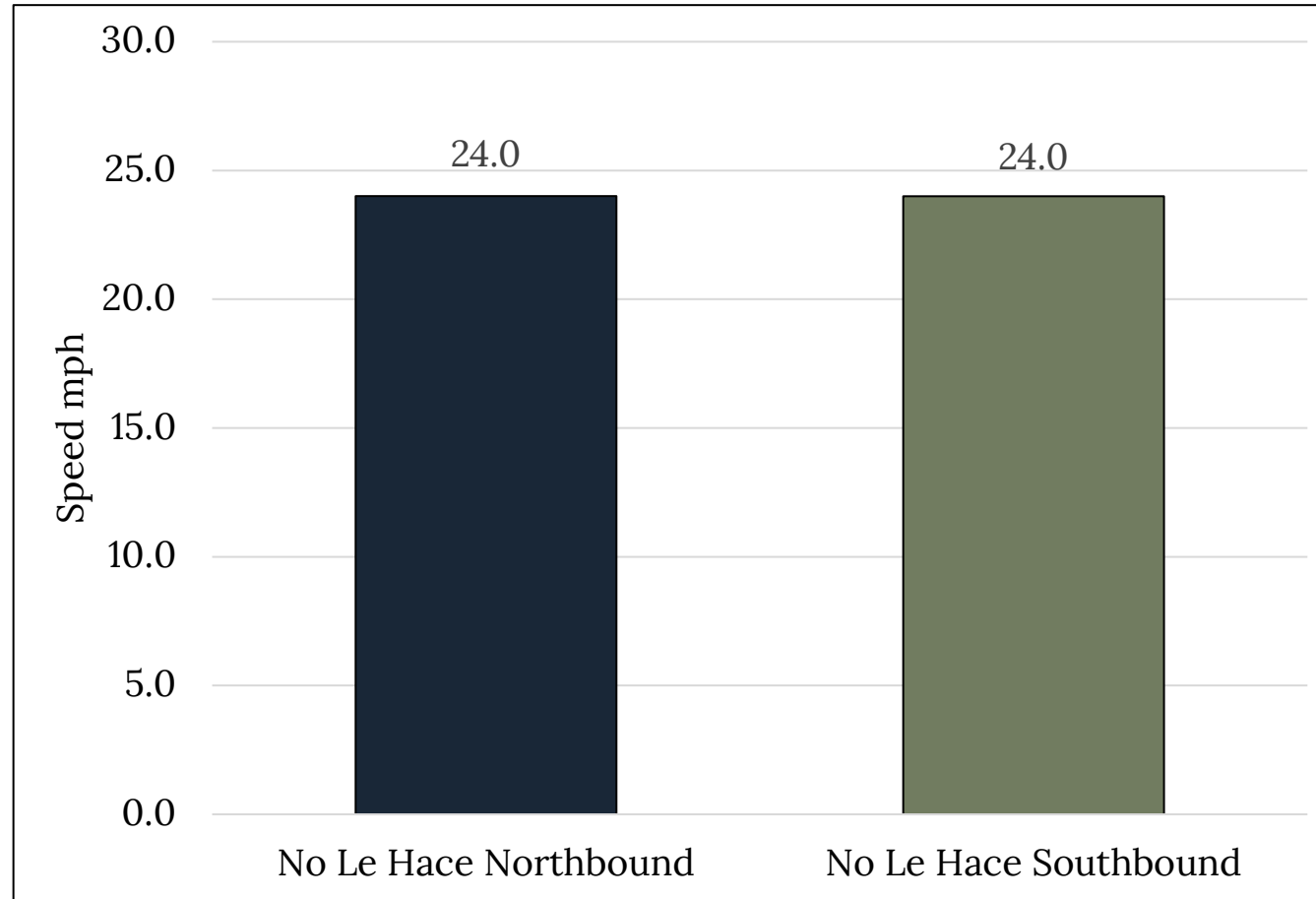
DAILY AVERAGE SPEED - JULY



85th PERCENTILE OF SPEEDS - MAY



85th PERCENTILE OF SPEEDS - JULY





TSAC Meeting – August 6, Cont'd

Summary of Collected Data

- More vehicles travel in northbound direction
- Average speeds are below the 30-mph posted limit
- 85th percentile of speeds are below 30-mph posted speed limit

TSAC Action

Recommendation reducing the speed limit to 25 mph from Dietz Elkhorn Road to Fair Oaks Parkway due to the 85th percentile of speed recorded being under 25 mph and due to most respondents supporting a reduced speed limit did not receive a majority vote; recommendation *failed* (3-3)



Closing

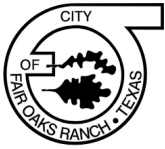
Recent City Council approvals on speed limit amendments promote consistent and appropriate speeds

Rolling Acres Trail

Post Oak Trail

Silver Spur Trail

Proposed ordinance reduces speed limit on the entire length of No Le Hache



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of a work authorization with Ardurra Group, Inc. for engineering services in support of the Rolling Acres Trail Reconstruction Project

DATE: January 15, 2026

DEPARTMENT: Public Works

PRESENTED BY: Kelsey Delgado, CISEC, PMP, Project Manager

INTRODUCTION / BACKGROUND:

The City requires engineering services for the Rolling Acres Trail Reconstruction Project, which is included in the Capital Improvements Plan as approved in the 2024 General Obligation Bond election. As proposed, the project will repair approximately 1.28 miles of Rolling Acres Trail, from Flagstone Hill Drive to Ammann Road, while incorporating drainage, utility, and driveway adjustments. This includes the reconstruction of a portion of Rolling Acres Trail near the low water crossing just west of Meadow Creek Trail to reduce the frequency of water overtopping the road during rain events. The remaining portions of Rolling Acres Trail within the project limits will consist of a hot-mix asphalt concrete (HMAC) overlay with a two-foot paved buffer along both sides of the road. The existing Right-Of-Way (ROW) is approximately 60 feet wide; therefore, additional ROW is not anticipated for this project. The total estimated budget is \$3.15 million.

In November 2025, City staff and the General Engineering Consultant (GEC) completed scope and fee negotiations with Ardurra Group, Inc. for engineering services. The scope includes project administration, environmental services, field and ROW surveying, utility coordination, geotechnical investigation, preliminary design, and preparation of final plans, bid and construction phase services, specifications and estimates. During the preliminary design phase, the consultant shall develop up to three drainage crossing alternatives (5-year, 10-year and 25-year storm events) for consideration. The scope of this work authorization also contains several supplemental services including subsurface utility engineering (SUE), preparation of FEMA LOMR/CLOMR documentation, easement acquisition documents, and waterline design services if in conflict with proposed roadway and drainage improvements.

The cost for engineering base services is \$319,129, and the cost for supplemental services is \$171,638, for a total cost of \$490,767. The City's GEC provided a recommendation letter (**Exhibit 1**) to accept the consultant's proposal as fair and reasonable. The draft work authorization (**Exhibit 2**) and a copy of the consultant's proposal (**Exhibit 2A**) are also attached.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

- Supports Priority 3.4 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives
- Improves public safety by reconstructing the roadway, to include paved buffers, replacing signage and upgrading drainage features
- Complies with procurement requirements for professional services

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The total cost for engineering services is \$490,797. The City budgeted \$315,000 in FY 2025-26, and additional funds are programmed in FY 2026-27.

LEGAL ANALYSIS:

Approved as to form. A work authorization will be issued pursuant to the Standard Professional Services Agreement with Ardurra Group, Inc., executed on February 24, 2022.

RECOMMENDATION / PROPOSED MOTION:

I move to approve a resolution authorizing the execution of a work authorization with Ardurra Group, Inc. for engineering services in support of the Rolling Acres Trail Reconstruction Project for \$490,797, expenditure of the required funds, and execution of all applicable documents by the City Manager.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION WITH ARDURRA GROUP, INC. FOR ENGINEERING SERVICES FOR THE ROLLING ACRES TRAIL ROAD RECONSTRUCTION PROJECT, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City Council identified the Rolling Acres Trail Road Reconstruction Project as a high priority in the adopted Roadway Capital Improvement Plan, and

WHEREAS, the project includes the reconstruction of a portion of Rolling Acres Trail near the low watering crossing just west of Meadow Creek Trail to reduce the frequency of water overtopping the road during rain events and a HMAC overlay for the remaining portion of Rolling Acres Trail within the project boundaries, and

WHEREAS, the planned pavement width is approximately 26 feet, which includes two 11-foot wide lanes and two-foot paved buffers on both sides of the roadway, and

WHEREAS, voters of the City of Fair Oaks Ranch approved the issuance of general obligation bonds in the May 2024 election for the design and construction of this project, and

WHEREAS, the cost for engineering services, including surveying, preliminary design, preparation of final plans, specifications and estimates, and bid and construction phase services is \$319,129, and the cost for supplemental services is \$171,638, the total of which is \$490,767, and

WHEREAS, the City Council deems it necessary to obtain engineering services for the Rolling Acres Trail Road Reconstruction Project.

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

Section 1 The City Council hereby authorizes the City Manager to execute a work authorization with Ardurra Group, Inc. for engineering services for the Rolling Acres Trail Road Reconstruction Project, to expend required funds up to a total of \$490,767, and to execute any and all applicable documents to effectuate this resolution.

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

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

Section 4. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and

subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

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

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

PASSED, APPROVED, and ADOPTED on this 15th day of January 2026.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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



November 13, 2025

Sent Via Email

Grant Watanabe, P.E.
 Director of Public Works & Engineering Services
 City of Fair Oaks Ranch
 7286 Dietz Elkhorn
 Fair Oaks Ranch, TX 78015

**RE: Rolling Acres Trail Roadway Reconstruction
 Ardurra Scope and Fee
 City of Fair Oaks Ranch Project Id: CIP #7**

Dear Grant,

The General Engineering Consultant (GEC) Team has reviewed the revised proposal from Ardurra dated November 11, 2025. Ardurra Group, Inc. was selected as part of the City of Fair Oaks Ranch's on-call engineering services.

The project consists of reconstructing Rolling Acres Trail from Flagstone Hill Drive to Ammann Road. Under this work authorization, Ardurra will prepare plans, specifications, and estimates (PS&E), bidding documents, and provide construction phase services. Ardurra's fees are summarized in Table 1, below.

Table 1 - Engineering Fee Summary

	Fee	Duration
Base Scope	\$319,129	972 Calendar Days

We are recommending approval of the Ardurra Proposal of \$319,129. If you have any questions, please feel free to contact me at mike.garza@leg-pllc.com or 210.660.1960, extension 401.

Respectfully,

A handwritten signature in blue ink, appearing to read "Oscar M. Garza".

Oscar Michael Garza, PE, PTOE, RSP₁
 General Engineering Consultant Program Manager
 Legacy Engineering Group

Enclosure: Ardurra Group, Inc. Proposal Dated November 11, 2025

Cc:
 Steve Fried, Assistant Director of Public Works
 Kelsey Delgado, Project Manager



SCOPE OF SERVICES
WORK AUTHORIZATION #002 – ROLLING ACRES TRAIL ROAD RECONSTRUCTION
ON-CALL ENGINEERING SERVICES CONTRACT
ARDURRA GROUP, INC / CITY OF FAIR OAKS RANCH

GENERAL DESCRIPTION

The City of Fair Oaks Ranch requires surveying and engineering services for the Rolling Acres Trail Reconstruction project. The project will include the reconstruction of a portion of Rolling Acres Trail near the low water crossing just west of Meadow Creek Trail to reduce the frequency of water over topping the road during rain events. The remaining portion of Rolling Acres Trail will consist of a two-foot outside buffer along the edge of pavement with an HMAC overlay. Additional ROW for the project is not anticipated.

SCOPE OF SERVICES

Provide surveying and engineering services as described in Ardurra Group, Inc. scope and fee proposal dated November 11, 2025 (Exhibit A). This includes project administration, environmental services, field and ROW surveying, utility coordination, geotechnical investigation, preliminary design, and preparation of final plans, bid and construction phase services, specifications and estimates. During the preliminary design phase, the consultant shall develop up to three drainage crossing alternatives (5-year, 10-year, and 25-year storm events) for consideration. The scope of this work authorization also contains several supplemental services including subsurface utility engineering (SUE), preparation of FEMA LOMR/CLOMR documentation, easement acquisition documents, and waterline design services if in conflict with proposed roadway and drainage improvements.

PROJECT ASSUMPTIONS/EXCLUSIONS

See Exhibit A.

COMPENSATION:

The fees identified below shall be considered lump sum for the project and will not be exceeded without prior approval by the City. Services will be invoiced monthly based on a percent of completion of each task.

<u>Base Services (Lump Sum)</u>	
30% Design Phase	\$ 164,554
90% Design Phase	\$ 109,920
100% Design and Bid Phase	\$ 11,580
Construction Phase	\$ 19,505
Project Close Out	\$ 13,570



EXHIBIT 2

7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015
Bus: 210-698-0900
www.fairoaksranchtx.org

<u>Supplemental Services (lump sum)</u>	
Subsurface Utility Engineering (SUE)	\$ 36,243
FEMA LOMR	\$ 25,070
FEMA CLOMR	\$ 19,560
Easement Acquisition Documents	\$ 17,500
Waterline Design	\$ 73,265
TOTAL FEE	\$ 490,767

By signing below, both parties agree to the scope of services and compensation stated above per the provisions within the Standard Professional Services Agreement executed on February 24, 2022.

Accepted for **City of Fair Oaks Ranch**

Accepted for **Ardurra Group, Inc.**

By: _____
Name: Scott Huizenga
Title: City Manager
Date: _____

By: _____
Name: Byron G. Sanderfer, P.E., CFM
Title: Public Works Practice Director-Central Region
Date: _____



November 11, 2025

Grant Watanabe, P.E.
 Director of Public Works & Engineering Services
 City of Fair Oaks Ranch
 7286 Dietz Elkhorn
 Fair Oaks Ranch, TX 78015

Re: Proposal for Engineering Services
 Rolling Acres Trail Roadway Reconstruction

Dear Mr. Watanabe,

Ardurra Group, Inc. (Ardurra) is pleased to submit this not to exceed lump sum proposal for engineering services to the City of Fair Oaks Ranch for the above-mentioned project. Included in this fee proposal, Ardurra will have the following subconsultants:

- The Rios Group will provide subsurface utility engineering (SUE) (Attachment E).
- HVJ Associates for geotechnical and pavement design services (Attachment F).
- Amaterra for environmental services (Attachment G).

Project Understanding

This project includes design, bid, construction and close-out phase services for Rolling Acres Trail Roadway Reconstruction, see Attachment D for project location map.

Project Tasks

The scope of services is listed in Attachment A.

Project Duration and Proposed Fee

Task	Task Duration (Calendar Days) *
<u>Base Services</u>	
Topographic Survey	20 days from Notice to Proceed (NTP)
30% Design Phase (PER)	100 days from completion of Topographic Survey
90% Design Phase	90 days from approval of 30% design phase
100% Design and Bid Phases	60 days for 100% Submittal from Approval of 90% Design and 30 days for bid advertising
Utility Relocation (if needed)	360 days/TBD
Construction Phase	Estimated to be 270 days
<u>Supplemental Services</u>	
SUE	TBD
FEMA CLOMR	TBD
FEMA LOMR	TBD
Easement Acquisition Documents	TBD

Waterline Design	TBD
------------------	-----

*Schedule subject to change based on review time and utility coordination, see Attachment C.

The attached Fee Estimate is summarized below, see Attachment B:

Task	Task Fee
<u>Base Services</u>	
30% Design Phase	\$164,554
90% Design Phase	\$109,920
100% Design and Bid Phase	\$11,580
Construction Phase	\$19,505
Project Close Out	\$13,570
Base Services Subtotal	\$319,129
<u>Supplemental Services</u>	
SUE	\$36,243
FEMA CLOMR	\$25,070
FEMA LOMR	\$19,560
Easement Acquisition Documents (5 Parcels - \$3,500/EA)	\$17,500
Waterline Design	\$73,265
Supplemental Services Subtotal	\$171,638
TOTAL	\$490,767

Project Scope Exclusions

Please note that this fee proposal only includes the tasks and fees for the work described above and listed in Attachment A. A separate fee proposal can be developed for other services as needed per City of Fair Oaks Ranch request.

We look forward to working with you on this important project. If you have any questions or comments, please feel free to contact me at 210-822-2232.

Sincerely,
Ardurra Group, Inc.
TBPE Firm No. F-10053



Byron G. Sanderfer, P.E., CFM
Public Works Practice Director-Central Region

Attachments: Attachment "A", Scope of Services
Attachment "B", Engineering Service Fee Breakdown
Attachment "C", Design Schedule
Attachment "D", Project Location Map
Attachment "E", The Rios Group
Attachment "F", HVJ Associates
Attachment "G", Amaterra

ATTACHMENT A
SCOPE OF WORK
ROLLING ACRES TRAIL ROADWAY RECONSTRUCTION
SERVICES TO BE PROVIDED BY CONSULTANT

City of Fair Oaks Ranch (City) is proposing to reconstruct Rolling Acres Trail from Flagstone Hill Drive to Ammann Road. The work to be performed by **Ardurra Group, Inc.** (Consultant) under this work authorization will consist primarily of the preparation of plans, specifications, & estimate (PS&E) and bidding documents for the preliminary and final design, and construction phase services. Deliverables will be provided for the Preliminary Design (30% submittal), Final Design (90% submittal), Final Contract Documents (100% construction drawings, specifications, and probable cost of construction), any required permits, and preparing record drawings.

The Ardurra Project Team will be working together with sub-consultants to produce the final deliverables for the Rolling Acres Trail roadway reconstruction. HVJ Associates will perform the soil borings for the geotechnical report including geotechnical investigations and pavement design, the Rios Group will provide subsurface utility engineering (SUE) and Ardurra in conjunction with Amatterra will provide environmental services.

Project Description

The City is proposing to reconstruct Rolling Acres Trail from Flagstone Hill Drive to Ammann Road (Project), see attached project location map.

The project will include the reconstruction of a portion of Rolling Acres Trail near the east low water crossing just west of Meadow Creek Trail to minimize water over topping the road during minimal rain events. The remaining portion of Rolling Acres Trail will consist of a 2-foot outside buffer along the edge of pavement with an HMAC overlay, see attached project location map. Existing Right-of-Way (ROW) is approximately 60-feet. Additional ROW for the project is not anticipated.

The design standards to be used in all phases will be the City's Unified Development Code, and the American Association of State Highway and Transportation Officials ("AASHTO") Green Book and Roadside Design Guide as appropriate for the most cost-effective design. The street will be designed to meet TxDOT pavement design criteria for an urban local street.

Utilities: Known utilities located along the project site includes water, electric, cable and telephone. Other utilities may exist within the project limits and will be determined during the preliminary design phase. Consultant will coordinate with the utility owners for possible relocations, if required.

PRELIMINARY DESIGN PHASE (30%)

Task 1 - Project Management

1. **Contract Administration.** Consultant will respond to questions from the City and Utility agencies throughout the preliminary design phase of the project. Correspondence will include telephone calls and e-mails. Consultant will also review project performance monthly by preparing an estimate to complete and project status report.
2. **Invoicing and Progress Reports.** Consultant will prepare monthly project progress reports and invoices for the project. The progress reports will include a summary of the work tasks performed during the month, tasks to be performed in the upcoming month, milestones or submittals in the upcoming month, and any issues, concerns, or outstanding items.
3. **Attend Public Meeting.** Consultant will present to City Council regarding the project and prepare exhibits.

Task 2 – Right-of-Way, Topographic, and Utility Survey

1. **Establish Primary and Secondary Control.** Consultant will establish primary and secondary control for the project.
2. **Conduct Right-of-Way Survey.** Consultant will conduct right-of-way survey.
3. **Locate Utilities.** Consultant will contact Texas One-Call to mark underground utilities and will follow up with surveying the paint marks.
4. **Locate Geotechnical Borings.** Consultant will survey the location of the geotechnical borings.
5. **Locate SUE Potholes.** Only if the additional service is approved, consultant will survey the location of the SUE potholes once the utility base map is completed and potential conflicts are determined.
6. **Locate mailboxes.** Consultant will survey the location of the mailboxes within the project limits and log the material type and size of the mailboxes.
7. **Locate trees.** Consultant will survey the location of the trees within the existing ROW within the project limits.
8. **Conduct Topographic Survey.** Perform topographic survey (approximately 6,758 LF) of site in general conformance to a Category 6 Condition 1 standard as referenced in the Manual of Practice for Land Surveying in the State of Texas, latest edition.
9. **Prepare CAD Surface.** Consultant will prepare a digital terrain model surface for the existing topography within the project area.

Task 3 – Roadway Schematic

1. **Roadway Schematic Roll Plot with Typical Section.** Consultant will develop roadway schematic roll plot illustrating the horizontal and vertical improvements in accordance with the design requirements. The plans will focus on displaying the horizontal and vertical design of the roadway. The locations of the active existing utilities and drainage infrastructure will be illustrated in the plan view based on information collected as part of the utility survey. Consultant will also provide the existing and proposed typical roadway sections on the roll plot.

Task 4 – Drainage Plans

1. **Overall Drainage Area Map.** Consultant will prepare an overall drainage area map for the project illustrating the drainage areas within the project area to include the existing low water crossing. The map will focus on the delineation of the drainage areas, naming convention of the areas and location of the areas.
2. **Drainage Calculations.** Consultant will prepare drainage calculations of the existing and proposed conditions to ensure no adverse impact using the rational method in accordance with the City's rainfall intensities (Atlas 14), from CoSA's Storm Water Design Criteria Manual, for the analysis of the existing storm drainage system within the project area. The drainage calculations will include time of concentration, weighted runoff coefficient, runoff calculations, and drainage structures associated with the roadway design. Hydrology and Hydraulic modeling output tables will be provided for the low water crossing design.
3. **Drainage Crossing Exhibits.** Consultant will develop three (3) alternatives (5-yr, 10-yr, and 25-yr storm events) for the proposed crossing using ultimate buildout conditions illustrating the horizontal and vertical improvements of the proposed crossing in accordance with the design requirements.

Task 5 – Engineer's Opinion of Probable Construction Cost (EOPCC)

1. **Estimate Quantities.** Consultant will estimate quantities for earthwork, roadway, drainage, utility adjustments, and TCP components of the project.
2. **Determine Unit Prices.** Consultant will review the current unit prices available from City, TxDOT and recent bid tabs for similar work and estimate unit pricing for the items identified in the bid summary.
3. **Prepare EOPCC.** Consultant will prepare an engineer's estimate of probable construction cost based on the information collected and the three (3) alternatives for the drainage crossing. A 20% contingency will be included at this phase.

Task 6 – Utility Coordination

1. **Utility Base Map Development.** Consultant will prepare a utility base map from information collected through data collection.
2. **Data Collection.** Consultant will coordinate with utility companies such as Spectrum, PEC, CTEC, City of Fair Oaks Ranch and Boerne to collect data on the locations, sizes, and materials of existing utility infrastructure within the project area. Consultant will identify and verify all potential utility conflicts.
3. **Utility Coordination Report.** Consultant will prepare a utility matrix identifying utility research, contact information, and potential design solutions to avoid conflicts.
4. **Utility Review Coordination Meeting.** Consultant will attend four (4) utility review meetings. Consultant will prepare agendas, lead the meeting and issue meeting minutes with action items.

Task 7 - Geotechnical Investigation and Report – HVJ Associates

1. **Identify Boring Locations and Field Verify.** Geotechnical subconsultant will identify the locations of the boring in the field in accordance with their scope of work and Consultant will review the locations once marked and provide additional direction as needed. A total of four (4) borings will be conducted.
2. **Utility Locates.** Consultant will provide available utility information to Geotechnical subconsultant to aide in the identification of underground utilities. Geotechnical subconsultant will coordinate with utility agencies for locations of underground utilities in accordance with their attached scope of work.
3. **Obtain Borings.** Geotechnical subconsultant will perform boring operations for the project in accordance with their attached scope of work. One boring will be completed to a depth of 25-feet and one core will be completed within the roadway through the asphalt and base.
4. **Testing of Soil Properties.** Geotechnical subconsultant will perform testing on the soils obtained from the drilling operations in accordance with their attached scope of work.
5. **Prepare Draft Report with Recommendations.** Geotechnical subconsultant will prepare a draft geotechnical engineering and pavement design (four pavement design alternatives) report for the project in accordance with their attached scope of work.
6. **Draft Report Review.** Consultant will review the draft reports and provide comments to Geotechnical subconsultant.
7. **Prepare Final Report with Recommendations.** Geotechnical subconsultant will prepare final reports addressing the comments received in accordance with their scope of work attached.

Task 8 – Environmental Services

1. **Environmental Desktop Review.** Consultant will provide a Cultural Desktop Review, THC Coordination and Desktop Threatened and Endangered Species Habitat Assessment in accordance with their attached scope of work.

Task 9 – Project Schedule

1. **Project Schedule.** Consultant will prepare a project schedule including design phase services along with construction phase services.

Task 10 – QA/QC

1. **Project Approach Review.** Consultant will conduct an overall internal project review to ensure a high-quality implementation of the scope of services.
2. **General Review.** Consultant will perform a Quality Control review.
3. **Final Review.** It will be the responsibility of the Consultant to ensure that each submittal provides quality work in accordance with the Scope of Services.

Task 11 – Deliverables

1. **Report and Plans.** Consultant will prepare a Preliminary Engineering Report (PER) to include a schematic roll plot, cross-sections, Hydrology and Hydraulic modeling output tables for the three alternatives, Environmental Desktop Review for review. Consultant will provide the City with an electronic copy of the deliverables.
2. **Utility Coordination Report.** Consultant will provide a Utility Matrix describing discussions with utility agencies including contact information and potential conflicts.
3. **EOPCC.** Consultant will provide a preliminary EOPCC.
4. **Geotechnical Engineering & Pavement Design Report.** Consultant will provide the City with an electronic copy of the Geotechnical Report.

FINAL DESIGN PHASE (90%)

Task 1 – Project Management

1. **Contract Administration.** Consultant will respond to questions from the City and Utility agencies throughout the final design phase of the project. Correspondence will include telephone calls and e-mails. Consultant will also review project performance monthly by preparing an estimate to complete and project status report.
2. **Invoicing and Progress Reports.** Consultant will prepare monthly project progress reports and invoices for the project. The progress reports will include a summary of the work tasks performed during the month, tasks to be performed in the upcoming month, milestones or submittals in the upcoming month, and any issues, concerns, or outstanding items.

Task 2 – General Plans

1. **Cover, Index, and Project Legend Sheets.** Consultant will develop the project cover sheet, index sheets, and project legend.
2. **Project Horizontal and Vertical Survey Control Sheets.** Consultant will develop the project horizontal and vertical control sheets.
3. **Project Control Layout and Data Sheets.** Consultant will develop the project control layout and data sheets for the roadway alignments.
4. **Roadway Typical Section.** Consultant will develop existing and proposed typical roadway sections.
5. **General Notes Sheets.** Consultant will develop the general notes sheet.
6. **Bid Item Summary Sheet.** Consultant will develop the bid item summary sheet for the project with the applicable bid items and estimated quantities.
7. **Quantity Summary Sheets.** Consultant will develop the detailed quantity summaries for the TCP's, Roadway, and Drainage using data prepared by Consultant.
8. **Specifications List.** Consultant will develop the standard specifications list applicable to the project and identify any additional special specifications which may need to be developed for the Project. (City of Fair Oaks Ranch, CoSA and TxDOT)

Task 3 – Traffic Control Plans (TCP)

1. **Traffic Control Plan (TCP) Workshop.** Attend a two-hour TCP workshop to discuss various TCP alternatives.
2. **TCP Narrative.** Consultant will develop the TCP narrative outlining a phased construction approach for the project.
3. **TCP Phase Layouts.** Consultant will develop the TCP phase layout for the project, based on the alternatives identified during the TCP workshop.
4. **TCP Details.** Consultant will provide any standard detail sheets applicable to TCP for the project.

Task 4 – Roadway Plans

1. **Roadway P&P Sheets.** Consultant will update the roadway plan and profile sheets in accordance with the requirements of the City. The plans will be finalized to reflect a 90% completeness level. The locations of the active existing utilities and drainage infrastructure will be illustrated in the plan and profile view based on information collected.
2. **Roadway Details.** Consultant will develop additional details required for the proposed roadway construction for the project. The sheet will also list the TxDOT and/or COSA standard sheets applicable to the project.

Task 5 – Drainage Plans

1. **Overall Drainage Area Map.** Consultant will finalize the overall drainage area map for the project illustrating the drainage area. The map will be updated to reflect a 90% completeness level.
2. **Drainage Calculations.** Consultant will finalize drainage calculations using the rational method in accordance with the City's rainfall intensities (Atlas 14) CoSA Storm Water Design Criteria Manual for the analysis of the existing culverts within the project area. The drainage calculations will include time of concentration, weighted runoff coefficient, runoff calculations, and drainage structure associated with the roadway design.
3. **Culvert Layout.** Consultant will finalize the culvert layout sheet for the proposed drainage structure.
4. **Drainage Details.** Consultant will include drainage details as part of the 90% design phase of the project. The sheets will also include the TxDOT and /or COSA standard detail sheets applicable to the project.

Task 6 – Cross Sections

1. **Roadway and Drainage Cross Sections.** Consultant will finalize roadway cross sections at 50' intervals. The cross sections will display the existing and proposed ground information at each section along with the proposed drainage structure, pavement section and existing utilities.

Task 7 – Engineer's Opinion of Probable Construction Cost (EOPCC)

1. **Estimate Quantities.** Consultant will estimate quantities for earthwork, roadway, drainage, utility adjustments, and TCP components of the project.
2. **Determine Unit Prices.** Consultant will review the current unit prices available from the City, TxDOT and recent bid tabs for similar work and estimate unit pricing for the bid items.
3. **Prepare EOPCC.** Consultant will prepare an engineer's estimate of probable construction cost based on the information collected.

Task 8 – Utility Coordination

1. **Utility Base Map.** Consultant will finalize the utility base map for the project.
2. **Utility Coordination Report.** Consultant will update the utility matrix for the project. Consultant will lead the utility coordination to include meetings, conflict resolution and relocation coordination.

Task 9 – QA/QC

1. **Project Approach Review.** Consultant will conduct an overall internal project review to ensure a high-quality implementation of the scope of services.
2. **General Review.** Consultant will perform a Quality Control review.
3. **Final Review.** It will be the responsibility of the Consultant to ensure that each submittal provides quality work.

Task 10 – Deliverables

1. **Plans.** Consultant will prepare a comprehensive 90% plan set for review and a Storm Water Management Report. Consultant will provide the City with an electronic copy (11x17 format) of the plans.
2. **Utility Coordination Report.** Consultant will provide the Utility Matrix.
3. **EOPCC.** Consultant will provide the EOPCC.
4. **Project Schedule.** Consultant will provide an estimated construction schedule.
5. **List of Governing Specifications.** Consultant will finalize the list of the governing specifications, special provisions, and special specifications applicable to the project.

100% DESIGN AND BID PHASE SERVICES

Advertisement and Bid Opening

1. **Provide Signed and Sealed Documents.** Consultant will provide signed and sealed plans, front-end documents, specifications and bid form after the 100% review meeting.
2. **Answer Contractors Questions.** Consultant will provide written responses to project questions received during the bid phase of the project.
3. **Prepare and Distribute Addenda if Required.** Consultant will prepare addenda during the bid phase of the project.
4. **Attend Pre-Bid Meeting.** Consultant will attend one (1) pre-bid meeting for the project, prepare and distribute meeting minutes.
5. **Prepare Recommendation Letter of Award.** Consultant will attend the bid opening and will prepare the bid tabulation, call references, and provide a letter of recommendation for award.

CONSTRUCTION PHASE SERVICES (9 Months)

Task 1 – Right-of-Way and Centerline Staking

1. **Stake project control.** Consultant will re-establish and mark project control one time in the field before the beginning of construction.

Task 2 – Construction Administration

1. **Attend Pre-Construction Meeting.** Consultant will attend one (1) preconstruction meeting.
2. **Attend “Here We Come” Meeting.** Consultant will attend one (1) “Here We Come” meeting. Consultant will prepare and provide the necessary exhibits for the public meeting prior to construction.
3. **Requests for Information.** Consultant will review and respond to requests for information from the contractor.
4. **Submittal Review.** Consultant will review shop drawings from the contractor.
5. **Change Orders.** Consultant will review, respond and prepare change orders for the project.
6. **General Construction Administration.** Consultant will provide general construction administration for the project including responding to requests and questions, from the contractor and the City, received via e-mail and telephone concerning the project as needed. Consultant will also conduct monthly site visits to review construction progress and contractor pay requests.
7. **Final Inspection.** Consultant will attend the final inspection for the project to observe the progress completed with respect to the contract documents, to verify the items identified during the substantial completion have been corrected and to identify items not completed in the field.

Task 3 – Record Drawings

1. **As-Built.** Consultant will coordinate with the City and the Contractor to obtain As-Built drawings.
2. **Record Drawings.** Consultant will prepare Record Drawings based on the As-Built drawings provided by the Contractor. Record drawings for SW3P will not be required.
3. **Submittal.** Consultant will submit an electronic copy of the Record Drawings to the City for review. Consultant will address any City comments within ten (10) working days and re-submit electronic copy of the finalized Record Drawings.

SUPPLEMENTAL SERVICES

Subsurface Utility Engineering (SUE) – The Rios Group

The Rios Group will provide up to four (4) QLA SUE test holes and QLB SUE as needed or requested by the City of Fair Oaks Ranch.

FEMA CLOMR

Ardurra will prepare a Conditional Letter of Map Revision (CLOMR) for the City of Fair Oaks Ranch and submit the CLOMR to the San Antonio River Authority (SARA) and FEMA based on the proposed roadway and drainage improvements plans, if the proposed drainage structure affects the existing effective floodplain.

Ardurra will perform the following tasks in the creation of the CLOMR:

- Develop Conditional Letter of Map Revision (CLOMR) Report based on the hydraulic modeling of the proposed roadway and drainage improvements;
- Fill out the required MT-2 FEMA forms;
- Develop the annotated floodplain map and Topographic Work Map;
- Develop additional required exhibits for the CLOMR submittal including the location map, H&H model results, proposed roadway and drainage plans;
- Perform an internal QA/QC review;
- Submit to the City for review and address comments received from the City prior to submitting to SARA.
- Submit the CLOMR to SARA along with the required FEMA review fee; (City to pay any permit or review fees)
- Respond to technical comments returned by SARA/FEMA and provide revisions as required until the CLOMR is approved;
- Prepare and mail any required floodplain revision notification letters required by SARA/FEMA.

FEMA LOMR

Ardurra will prepare a Letter of Map Revision (LOMR) for the City of Fair Oaks Ranch and submit the LOMR to the San Antonio River Authority (SARA) and FEMA based on the as-builts if the roadway and drainage improvements affects the existing effective floodplain.

Ardurra will perform the following tasks in the creation of the LOMR:

- Develop Letter of Map Revision (LOMR) Report based on the approved CLOMR Report;
- Fill out the required MT-2 FEMA forms;
- Revise the annotated floodplain map and Topographic Work Map developed for the CLOMR;
- Revise the additional required exhibits for the LOMR submittal including the location map, H&H model results, the roadway and drainage improvements developed for the CLOMR;
- Perform an internal QA/QC review;
- Submit to the City for review and address comments received from the City prior to submitting to SARA.
- Submit the LOMR to SARA along with the required FEMA review fee; (City to pay any permit or review fees)
- Respond to technical comments returned by SARA/FEMA and provide revisions as required until the LOMR is approved;
- Prepare and mail any required floodplain revision notification letters required by SARA/FEMA.

Easement Acquisition

Ardurra will provide up to five (5) drainage easement plats and field notes as needed or requested by the City of Fair Oaks Ranch.

Waterline Design

Ardurra will provide design for the 6-inch and 12-inch waterlines that may conflict with the proposed roadway and drainage improvements.

EXCLUSIONS:

Some assumptions have been made during the preparation of this Scope of Services. Please note that this fee proposal only includes the tasks for the work described above. This fee proposal does not include tasks and fees for any of the following items:

- The duration of the construction phase services is anticipated to be 9 months.
- Environmental and permitting services required by TCEQ.
- Permit fees, review fees or impact fees.
- Tree Preservation Plan.
- Material testing during construction.
- Inspection services.
- Design of relocation of existing utilities (waterline design is shown above under supplemental services) that may conflict with the proposed roadway and drainage improvements.

Ardurra's team is capable of and can provide the items listed above if any are determined to be needed during the project. A separate fee proposal can be developed if these services are needed per City of Fair Oaks Ranch request.

DESIGN SCHEDULE*

Task	Task Duration (Calendar Days)
Topographic Survey	20 days from Notice to Proceed (NTP)
30% Design Phase (PER)	100 days from completion of Topographic Survey
90% Design Phase	90 days from approval of 30% design phase
100% Design and Bid Phases	60 days for 100% submittal from approval of 90% design and 30 days for bid advertising
Utility Relocation (if needed)	360 days/TBD
Construction Phase	Estimated to be 270 days
Supplemental Services	
SUE	TBD
FEMA CLOMR	TBD
FEMA LOMR	TBD
Easement Acquisition Documents	TBD
Waterline Design	TBD

*Schedule subject to change based on review time and utility coordination.

City of Fair Oaks Ranch

Fee/Price Proposal Breakdown for Professional Services

Project Name:	Rolling Acres Trail Roadway Reconstruction		
Name of Firm:	Ardurra Group, Inc.		
Date Proposal Submitted:		11/11/2025	
Practice Director:	Byron Sanderfer, PE, CFM		

Position/Personnel Title	Principal	Sr. Project Manager	Senior Engineer	Project Engineer II	Project Engineer I	EIT II	Senior CAD	GIS	RPLS	SIT	Survey Tech	2-Man Survey Crew	The Rios Group	HVJ Associates	Amaterra		
Fully-Loaded Hourly Wage Rates * (as defined below)	\$280.00	\$255.00	\$210.00	\$180.00	\$170.00	\$130.00	\$125.00	\$130.00	\$235.00	\$150.00	\$110.00	\$205.00	Lump Sum	Lump Sum	Lump Sum	Lump Sum	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Cost	Cost	Total Hours	Total Cost
30% Design Phase	6	65	14	113	18	182	102	6	29	0	63	166	\$ -	\$ 22,125.00	\$ 12,869.00	764	\$ 164,554
Survey																	
Coordination/Review									2		2					4	\$ 690
Acquire Ownership Information								2	2		4					8	\$ 1,170
Secure Right of Entry									1		1					2	\$ 345
Locate Existing ROW									12		12	12				36	\$ 6,600
Compute ROW									2		2					4	\$ 690
Set Horizontal and Vertical Control									2		1	12				15	\$ 3,040
Topographic Survey									2		2	112				116	\$ 23,650
Drainage Channel Cross Sections									2		1	14				17	\$ 3,450
Field Tie Utility Locates									2		6	16				24	\$ 4,410
Develop 2D and 3D Map Files									2		32					34	\$ 3,990
Design																0	\$ -
Utility Coordination		8		8		8										24	\$ 4,520
Develop Vertical Alignment		2		6		4										12	\$ 2,110
Develop Roadway Schematic Roll Plot and Typical Sections - Existing and Proposed		16		20		30	40									106	\$ 16,580
Develop Drainage Area Maps and Hydrology - Existing (1)		1		2		4	4									11	\$ 1,635
Develop Drainage Area Maps and Hydrology - Proposed (1)		1		2		4	4									11	\$ 1,635
Conduct Preliminary Hydraulic Calculations for Existing Drainage		1		6		12										19	\$ 2,895
Conduct Preliminary Hydraulic Calculations for Proposed Drainage		1		6		12										19	\$ 2,895
Develop Drainage Exhibits - Three (3) Alternatives		9		18		36	48									111	\$ 16,215
Develop Storm Water Management Report		6		14		24										44	\$ 7,170
Develop Preliminary Construction Cost Estimate		1		1		4										6	\$ 955
Geotechnical and Pavement Design		1		2		2								\$ 22,125		5	\$ 23,000
Environmental Desktop Review			14		18		4								\$ 12,869	36	\$ 19,389
Develop Preliminary Engineering Report		6		14		24										44	\$ 7,170
QA/QC Review	6	2														8	\$ 2,190
Develop and Prepare City Council Presentation		2		4		6										12	\$ 2,010
Attend City Council Meeting		2		2												4	\$ 870
Attend 30% Design Phase Review Meeting		2		2		2										6	\$ 1,130
Prepare Minutes from the 30% Design Phase Review		2		2		2										6	\$ 1,130
Respond to 30% Design Phase Review Comments		1		2		4										7	\$ 1,135
Update Plan Sheets per 30% Design Phase Comments		1		2		4	6									13	\$ 1,885

City of Fair Oaks Ranch

Fee/Price Proposal Breakdown for Professional Services

Project Name:	Rolling Acres Trail Roadway Reconstruction		
Name of Firm:	Ardurra Group, Inc.		
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Practice Director:	Byron Sanderfer, PE, CFM		

Position/Personnel Title	Principal	Sr. Project Manager	Senior Engineer	Project Engineer II	Project Engineer I	EIT II	Senior CAD	GIS	RPLS	SIT	Survey Tech	2-Man Survey Crew	The Rios Group	HVJ Associates	Amaterra		
Fully-Loaded Hourly Wage Rates * (as defined below)	\$280.00	\$255.00	\$210.00	\$180.00	\$170.00	\$130.00	\$125.00	\$130.00	\$235.00	\$150.00	\$110.00	\$205.00	Lump Sum	Lump Sum	Lump Sum	Lump Sum	
90% Design Phase	6	63	0	154	0	216	291	0	0	0	0	0	\$ -	\$ -	\$ -		730 \$ 109,920
Utility Coordination		8		8		8											24 \$ 4,520
Develop Proposed Typical Section (1)				2		4	6										12 \$ 1,630
Develop Title Sheet (1)				1		1	4										6 \$ 810
Develop Index of Sheets (1)				1		1	2										4 \$ 560
Develop Project Control Layouts (1)				1		1	2										4 \$ 560
Develop General Notes (1)				1		1	4										6 \$ 810
Develop Supplemental Notes (1)				1		1	1										3 \$ 435
Develop Quantities Sheet (1)				1		1	1										3 \$ 435
Attend TCP Workshop		4		4		4											12 \$ 2,260
Develop Overall Traffic Control Plan (3)				6		6	16										28 \$ 3,860
Develop Construction Phasing Notes and Sequence of Work (2)		1		4		4	6										15 \$ 2,245
Develop Traffic Control Typical Section (2)				4		6	18										28 \$ 3,750
Develop Construction Phasing Layouts (4)		1		4		10	24										39 \$ 5,275
Develop Horizontal Alignment and Data Sheet (1)				1		2	1										4 \$ 565
Update Vertical Alignment		2		6		6											14 \$ 2,370
Develop Roadway Plan and Profile Sheets (11)		12		24		30	72										138 \$ 20,280
Develop Roadway Cross Sections (22)		12		18		24	40										94 \$ 14,420
Update Drainage Area Maps and Hydrology - Proposed (1)				1		2	4										7 \$ 940
Update Hydraulic Calculations for Existing Drainage				4		8											12 \$ 1,760
Update Hydraulic Calculations for Proposed Drainage				4		8											12 \$ 1,760
Develop Drainage Plan and Profile Sheet/Culvert Layout (1)		6		14		20	40										80 \$ 11,650
Update Storm Water Management Report		2		10		12											24 \$ 3,870
Develop SW3P Sheets (2)				2		6	12										20 \$ 2,640
Develop Sign and Pavement Marking Layouts (8)		2		8		12	16										38 \$ 5,510
Provide CoSA Standard Details (10)						2	2										4 \$ 510
Provide TxDOT Standard Details (20)						2	2										4 \$ 510
Develop Special Details (2)				1		2	4										7 \$ 940
Update Construction Cost Estimate		2		4		6											12 \$ 2,010
Develop Construction Schedule				2													2 \$ 360
Develop Governing Specifications, Special Provisions and Special Specifications			1	2		4											7 \$ 1,135
QA/QC Review	6	2															8 \$ 2,190
Prepare Exhibits for the City Council Meeting (1)		1		2		2	4										9 \$ 1,375
Attend 90% Design Phase Review Meeting		2		2		2											6 \$ 1,130
Prepare Minutes from the 90% Design Phase Review		1		1		2											4 \$ 695
Respond to 90% Design Phase Review Comments		2		4		8											14 \$ 2,270
Update Plan Sheets per 90% Design Phase Comments		2		6		8	10										26 \$ 3,880

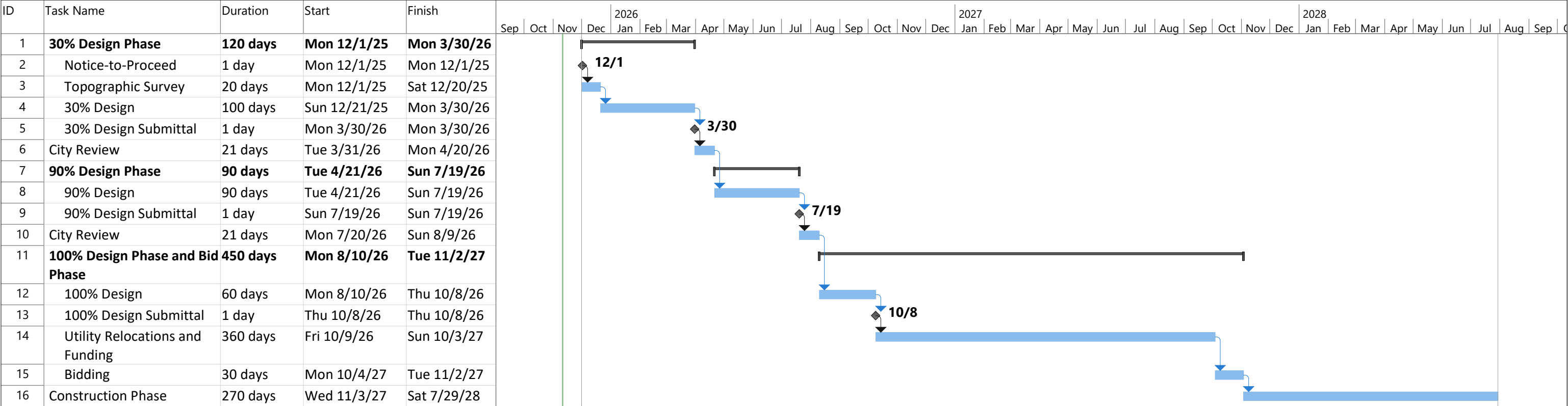
City of Fair Oaks Ranch

Fee/Price Proposal Breakdown for Professional Services

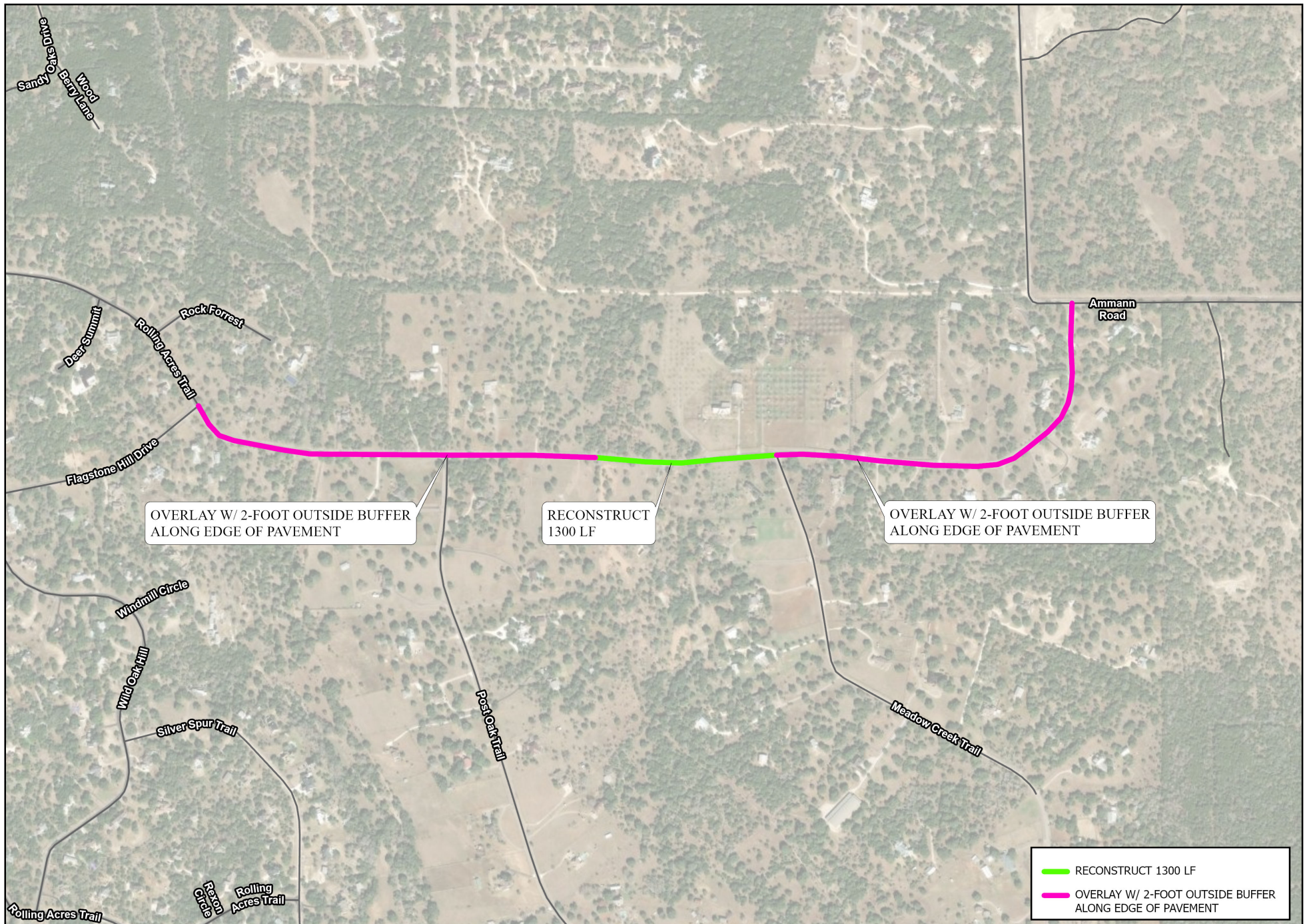
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Fully-Loaded Hourly Wage Rates * (as defined below)	\$280.00	\$255.00	\$210.00	\$180.00	\$170.00	\$130.00	\$125.00	\$130.00	\$235.00	\$150.00	\$110.00	\$205.00	Lump Sum	Lump Sum	Lump Sum	Lump Sum	
100% Design and Bid Phase	0	16	0	21	0	19	10	0	0	0	0	0	\$ -	\$ -	\$ -		66 \$ 11,580
Assemble Final Plans		4		6		8	10										28 \$ 4,390
Attend 100% Review Meeting		2		2		2											6 \$ 1,130
Prepare Minutes from the 100% Review Meeting		1		2		2											5 \$ 875
Assist City in Preparing Advertising Documents		1		1		2											4 \$ 695
Answer Contractor Questions. Prepare and distribute necessary Addenda.		2		2													4 \$ 870
Attend Pre-Bid Meeting		2		2		2											6 \$ 1,130
Prepare Minutes from the Pre-Bid Meeting		1		2		1											4 \$ 745
Attend Bid Opening		2		2													4 \$ 870
Prepare Bid Tabulation and Letter of Recommendation		1		2		2											5 \$ 875
Construction Phase	0	13	0	46	0	30	8	0	2	6	0	8	\$ -	\$ -	\$ -		113 \$ 19,505
Reestablish Project Control Points and Benchmarks									2	6		8					16 \$ 3,010
Attend Pre-Construction Meeting		2		2													4 \$ 870
Attend Here We Come Public Meeting		4		4													8 \$ 1,740
Conduct Project Site Visits, Attend Project Meetings and review Pay Requests (1 Per Month/12 Months)				24													24 \$ 4,320
Field Alterations				4		8											12 \$ 1,760
Review Shop Drawings		1		2		6											9 \$ 1,395
Respond to RFIs		2		4		6											12 \$ 2,010
Assist in Preparation and Review of Change Orders		1		2		4	8										15 \$ 2,135
Final Inspection/Walkthrough		2		2		2											6 \$ 1,130
Develop Punchlist		1		2		4											7 \$ 1,135
Project Close Out	0	6	0	16	0	32	40	0	0	0	0	0	\$ -	\$ -	\$ -		94 \$ 13,570
Record Drawings		6		16		32	40										94 \$ 13,570
Additional Services	4	64	0	153	0	204	354	0	2	4	0	24	\$ 32,398	\$ -	\$ -		809 \$ 171,638
SUE Potholes		1		2		4			2	4		8	\$ 32,398				21 \$ 36,243
FEMA CLOMR		18		36		50	60										164 \$ 25,070
FEMA LOMR		12		24		30	40					16					122 \$ 19,560
Waterline Design																	0 \$ -
Develop Water General Notes				1		2	4										7 \$ 940
Develop Water Plan Sheets (6-inch) (+/- 950 LF) (No profile) (3 sheets)		8		24		32	75										139 \$ 19,895
Develop Water Plan Sheets (12-inch) (+/- 2,800 LF) (No profile) (7 sheets)		20		54		68	175										317 \$ 45,335
Develop Water Quantities		1		4		6											11 \$ 1,755
Develop Water Specifications		1		4		6											11 \$ 1,755
Develop Water Cost Estimate		1		4		6											11 \$ 1,755
QA/QC Water Submittal	4	2															6 \$ 1,630
Easement Acquisition (up to 5 parcels/\$3,500/EA)																\$ 17,500	0 \$ 17,500
Total Hours:	16	227	14	503	18	683	805	6	33	10	63	198	\$ 32,398	\$ 22,125	\$ 12,869	\$ 17,500	2576 \$ 490,767
Total Fee Proposal (Not to Exceed):	\$4,480.00	\$57,885.00	\$2,940.00	\$90,540.00	\$3,060.00	\$88,790.00	\$100,625.00	\$780.00	\$7,755.00	\$1,500.00	\$6,930.00	\$40,590.00	\$32,398	\$22,125	\$12,869	\$17,500	\$490,767 \$490,767

City of Fair Oaks Ranch
Rolling Acres Trail Roadway Reconstruction
Design Schedule



Project: Rolling Acres Trail Desi Date: Tue 11/11/25	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



PROJECT LOCATION MAP

ROLLING ACRES TRAIL



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San Antonio, Texas 78217
Phone (214) 822-2212
www.ardurra.com
Engineering License: 8F-10053
Arduara Group, Inc.
Surveying Firm 10194688



October 10, 2025
REV.2

Byron G. Sanderfer, PE
Ardurra
8918 Tesoro Drive, Suite 401
San Antonio, TX 78217
bsanderfer@ardurra.com

**RE: Subsurface Utility Engineering
City of Fair Oaks – Rolling Acres
Fair Oaks, Texas**

Dear Byron:

The Rios Group, Inc. (TRG) is pleased to submit a revised cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on August 1, 2025 and October 9, 2025.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. SUE Quality Level definitions and data limitations are included in Exhibit C, attached to this proposal.

Scope of Work

Based on information provided by Ardurra (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QLB and QLA SUE services. To Include: In general, SUE services are requested within the limits of the City of Fair Oaks – Rolling Acres project as clouded in red on Exhibit B, attached to this proposal. The following areas are specifically excluded from the scope of work of this proposal: private property, proposed ROW, railroad ROW, etc. TRG has made the following assumptions for QLB SUE Services on this project:

- Any necessary Right-Of-Entry (ROE) permits and access to the site will be provided by the Client prior to the start of field work.
- TRG will perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated utility owners/municipalities to request records and reviewing available utility record information obtained.

- TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric.
- Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QLC information.
- TRG will attempt to designate utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables.
- The following facilities/items are specifically excluded from the scope of work of this proposal: traffic signal cables, street lighting, TxDOT CTMS cables, private service lines, irrigation lines, overhead utilities, detailed vault investigations.
- TRG will attempt to provide Electronic Depth readings calculated by TRG's geophysical equipment. If Electronic Depth readings can be obtained, they will be provided every 25 feet. However, due to the inconsistency with Electronic Depth readings, TRG cannot guarantee the accuracy of the information. Data will be provided for informational purposes only.

This proposal also includes up to four (04) QLA SUE test holes at location that will be provided by the Client following a review of the QLB SUE information. TRG has made the following assumptions related to test hole excavations on this project:

- Test holes will be excavated using vacuum excavation equipment.
- All test holes will be accessible to truck/trailer-mounted vacuum excavation equipment. Any improvements required to access test hole locations (clearing, grading, mat installation, etc.) will be provided by others at no cost to TRG).
- Right-Of-Way (ROW) permits from the City of Fair Oaks (City) will be required. TRG will obtain all required City permits and ensure that coordination and compliance with the City is provided.
- Designed traffic control plans will not be required.
- Traffic control measures will be required. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor, and ensure that adequate traffic control is provided.
- Pavement coring/repair will be required at two (02) locations. TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface.
- The following items are specifically excluded from this scope of work: full-section pavement repair (including sidewalks)
- Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance.
- Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

The survey of SUE field markings and test hole locations **is not** included in this scope of work. It is assumed that the Client will provide SUE survey data for use in preparing the final deliverables.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5” x 11” Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- 11” x 17” SUE Plan Sheets depicting all SUE data documented on the project. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QLB SUE work can be completed in twenty-two (22) working days, broken down as follows:

- QLB field work – 10 days
- QLB deliverable preparation – 12 days (after receipt of survey data)

TRG estimates that the QLA SUE work can be completed in fifteen (15) working days following approval of the City ROW permit, broken down as follows:

- Layout test holes – 1 day
- QLA field work – 2 days
- QLA deliverable preparation – 12 days (after receipt of survey data)

Estimated Fee

The total estimated cost to complete the work described herein is **Thirty-Two Thousand Three Hundred Ninety-Eight Dollars and NO/100 (\$ 32,398.00)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 210.981.3050.

Respectfully,

The Rios Group, Inc.



Thomas W. Franke III

Branch Manager

Estimate for Subsurface Utility Engineering
City of Fair Oaks - Rolling Acres
Fair Oaks, Texas

EXHIBIT A
Rev.2

Direct Expenses	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Traffic Control (Standard)	\$ 365.00	2	DAY	\$ 730.00
Flowable Backfill	\$ 285.00	2	EA	\$ 570.00
Sub-Total				\$ 1,300.00
Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Senior Project Manager	\$ 190.00	1	HR	\$ 190.00
Senior Professional Engineer	\$ 175.00	2	HR	\$ 350.00
Project Manager	\$ 150.00	6	HR	\$ 900.00
Assistant Project Manager	\$ 95.00	4	HR	\$ 380.00
SUE Field Manager	\$ 105.00	8	HR	\$ 840.00
CADD Technician	\$ 90.00	8	HR	\$ 720.00
Project Coordinator	\$ 80.00	4	HR	\$ 320.00
Sub-Total				\$ 3,700.00
QL"B" SUE Designating	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
1-Man Des. Crew & TH Setup	\$ 132.00	24	HR	\$ 3,168.00
2-Man Des. Crew	\$ 255.00	70	HR	\$ 17,850.00
Sub-Total				\$ 21,018.00
QL"A" SUE Test Holes				
Unit Rate - Depth	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
0 - 6 feet	\$ 1,300.00	3	EA	\$ 3,900.00
6.01 - 10 feet	\$ 1,750.00	1	EA	\$ 1,750.00
10+ feet	\$ 2,800.00		EA	\$ -
Every 1' deeper than 20'	\$ 365.00		EA	\$ -
Pavement Coring	\$ 365.00	2	EA	\$ 730.00
Test Hole Total		4		
Sub-Total				\$ 6,380.00
Total Estimated Cost				\$ 32,398.00

EXHIBIT B

Ranch Pass



Google Earth

EXHIBIT C

DEFINITIONS & DATA LIMITATIONS

Subsurface Utility Engineering (SUE) Quality Level Definitions

The Rios Group (TRG) performs SUE services in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. The core aspect of this standard is affixing a professionally judged value (a Utility Quality Level) to buried and hidden Utility Segments and Utility Features that identify the reliability and nonquantifiable locational uncertainty of documented Utility infrastructure data. The four quality levels, as defined in the standard, are:

- **Utility Quality Level D (QLD)** – A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.

A QLD data attribute is assigned to a Utility Segment or Utility Feature after review and compilation of existing records, oral recollections, One-Call or “private-locate” markings, managed data repositories, context with other achieved Utility Quality Levels, and/or other evidence of existence. QLD data is more uncertain than QLC, QLB, and QLA. QLD data is less uncertain than utilities documented without any Utility Quality Level barring a Professional’s statement of fact to the contrary.

- **Utility Quality Level C (QLC)** – A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or underground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.

A QLC value judgement is assigned to a Utility Segment by using visible Utility Features to approximate the position of a Utility Segment between or in proximity to the visible Utility Features and in context with other achieved Utility Quality Levels. QLC only pertains to the underground Utility Segment(s), not the Utility Feature(s). QLC data is more certain than QLD and is more uncertain than QLB and QLA

- **Utility Quality Level B (QLB)** – A value assigned to a Utility Segment or Subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgement and whose location is tied to the Project Survey Datum.

A QLB value is assigned to a Utility Segment when the following conditions are met: (1) the Utility Segment was detected through the application of appropriate Geophysical Methods; (2) the geophysical signal was judged to be reliable. (3) the interpreted position was judged based on knowledge and use of geophysical science, Utility design and installation practices, available records, visual features, and influence of site conditions; and (4) the source Designation has been tied to the Project Survey Datum with an accuracy of 0.2 ft (60mm) horizontally. QLB is more uncertain than QLA and more certain than QLC or QLD.

- **Utility Quality Level A (QLA)** – A value assigned to that portion (x-, y-, and z-geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to Project Survey Datum with an accuracy of 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

Other measurable, observable, and judged Utility Attributes are also recorded. If obtained by means of a Test Hole observation, a verification effort is made, and professional judgement is used to assert that the exposed infrastructure is indeed the sought target. The assignment of QLA conveys the lowest level of relative (nonquantifiable) uncertainty of measurable and judged Attributes and locations. QLA is more certain than QLB, QLC, or QLD.

Acronyms and Special Definitions

3D	three-dimensional
CAD	Computer-Aided Design
EOI	End of Information
GIS	geographic information system
GPR	ground penetrating radar
ROE	Right of Entry
ROW	Right of Way
SAF	Surface Adjustment Factor

Anchor Point: A defined point on a Utility Feature or a Utility Segment. (ASCE 38-22)

Attribute: A defined characteristic of a Utility Feature, Utility Segment, or of a singular point on a Utility Feature or Utility Segment. (ASCE 38-22)

Deliverable: The sealed results from a Subsurface Utility Engineering investigation that typically includes a Utility Report, Utility Drawings, and other relevant Utility data for inclusion in digital or paper formats, and/or within databases and/or three-dimensional models. (ASCE 38-22)

Designating: The application and interpretation of shallow earth Geophysical Methods to infer (with or without surface markings) the existence and the approximate horizontal position and,

when possible and part of the Scope of Work, Depth of a subsurface Utility Segment and/or Utility Feature. (ASCE 38-22)

Electronic Depth (ED): Depth obtained by electromagnetic receiver that has a varying level of accuracy based on many factors including soil conditions, connection type, overhead interference, etc. ED reports to the center of the induced magnetic field.

Encasement: A structure that encloses and protects utility facilities and surrounding infrastructure, environment, and the public. E.G. Concrete cap, casing pipe, tile, ducts, tunnel.

Geophysical Method: Application of an established shallow-earth Geophysical Method (such as seismic, acoustic, gravitational, magnetic, electrical, and electromagnetic) to observe the physical response of the subsurface Utility infrastructure and cultural features, as well as anomalies within those responses. (ASCE 38-22)

Locating: The process of exposing and verifying a Utility for purposes of determining its function, type, position, outside dimensions, and other observable Attributes at its exposed points. (ASCE 38-22)

Low Wire Sag: Lowest elevation on the lowest wire at a crossing overhead utility.

Overhead attachment point: Elevation where overhead line is attached to above ground structure such as a pole.

Subsurface Utility Engineering (SUE): The specialty practice of civil engineering's Utility Engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks. (ASCE 38-22)

Test Hole: A small, limited excavation, made to determine, measure, and record data about a buried Utility Segment or Utility Feature. (ASCE 38-22)

Utility: A privately, publicly, or cooperatively owned pipeline, cable(s), and/or conduits, facility, or system for producing, transmitting, or distributing communications, traffic control cables and structures, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater, or any other similar commodity, including any fire or police signal system or street lighting system. The term Utility shall also mean the Utility owner/operator inclusive of any wholly owned or controlled subsidiary. (ASCE 38-22)

Utility Feature: A physical component of a Utility. Examples include valves, hydrants, reducers, switches, thrust blocks, vaults, and transformers. (ASCE 38-22)

Utility Investigation: Any or all of a variety of office and field activities undertaken to understand and document the existence of, location, and Attributes of existing Utility facilities within the project limits. (ASCE 38-22)

Utility Quality Level: The value, assigned by the Professional, of a Utility Segment or subsurface Utility Feature that identifies the relative (nonquantifiable) uncertainty of a Utility Segment's or subsurface Utility Feature's existence and actual location to that of its documented location. (ASCE 38-22)

Utility Report: A report or sufficient notes contained within a Utility Drawing, sealed by a Professional, that (1) contains information about the Utility Investigation that might otherwise not be conveyed, (2) assists the end user in understanding the subsurface Utility landscape and risks, (3) provides recommendations to address data deficiencies, and (4) complements the Utility Drawing Deliverables. (ASCE 38-22)

Utility Segment: A continuous portion of a Utility for which the Utility Quality Level is constant, and the Attributes, other than Depth, are substantially identical. (ASCE 38-22)

Vault: A concrete box underground that is used for utility purpose.

General Data Limitations

SUE services are performed in accordance with ASCE/UESI/CI 38-22 guideline, generally accepted engineering principles and practices at the time of service. However, a possibility exists that abandoned, forgotten, non-detectable, undocumented, or newly installed utilities may not get mapped using standard records research and surface geophysical survey procedures. While the ASCE 38-22 standard guidelines mitigate these issues, utilities possessing characteristics mentioned below can be missed while following standard Utility Designating and Locating procedures:

1. Utilities lacking apparent available records and without apparent surface features.
2. Utilities with record information which is illegible, misleading, or incomplete.
3. Utilities which are inaccurately reported or inaccurately represented by the utility owner as being a significant distance from the true position.
4. Abandoned utilities without apparent surface features.
5. Utilities buried excessively deep, beyond detection limits of standard utility designating equipment.
6. Non-conductive utilities buried in clay soil without apparent surface features.
7. Non-conductive lines buried away from the tracer wire (e.g., HDPE Gas)
8. Facilities installed after the SUE effort has been completed.

A common problem occurs when the project involves facility owners and operators with insufficient records and non-conductive buried facilities (a situation often encountered with public works installations), infrastructure for oil and natural gas wells installed prior to 1960, and irrigation systems that utilize non-conductive water mains. Facilities mapped under these circumstances are often depicted as QLD during the utility designating field effort to keep operations and budgets at a practical level. As the design project progresses, some depicted facilities may have to be upgraded to a higher quality level through more advanced geophysical prospecting and utility locating methods to properly identify and assess utility conflicts for design and construction.

Designers, utility coordinators, and contractors must realize the CI/ASCE 38-22 utility mapping effort is an iterative acquisition and interpretation process. Unless subsequent endeavors are made to upgrade designated quality levels, facilities depicted at lower quality levels, such as QLD, may be completely in error. In addition, depicted facilities and corresponding data are pertinent at the time in which field investigation operations are completed and are subject to change.

Final utility plans and data are for design purposes only and reflect utility conditions at the time surveyed. The SUE consultant cannot be held responsible for utility scenario changing after completion of field operations.

Users of this data set must understand and adhere to the limitations associated with the designated quality levels assigned to the depicted facilities. QLC and QLD depictions are based on interpolations, extrapolations, and available record data; this data can be erroneous and should not be used alone for design development and bidding purposes. Additional utility designating and locating field efforts to upgrade data to QLB and QLA are strongly recommended for areas where accurate final design and construction planning and bidding is required.

It is strongly recommended that users of this data, especially project engineers-of-record, become familiar with the ASCE 38-22 standard guidelines and the corresponding data limitations inferred by the designated quality levels prior to employing the data set for design purposes. In addition, a utility report should always accompany the existing utility CADD file to ensure proper interpretation and usage of the data set. Any questions regarding the SUE data or utility report should be directed to the SUE professional engineer-of-record.



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July 31, 2025 **(Revision September 29, November 10, 2025)**

Mr. Byron G. Sanderfer, PE, CFM, LEED AP BD+C
Ardurra, Inc.
Public Works Practice Director-Central Region
8918 Tesoro Drive, Suite 401
San Antonio, Texas 78217

Re: Geotechnical Site Investigation
City of Fair Oaks Ranch – Rolling Acres Trail Rehabilitation
Fair Oaks Ranch, Texas.
Owner: City of Fair Oaks Ranch
HVJ Proposal No. SGT250364

Dear Mr. Sanderfer,

HVJ South Central Texas, M&J Inc. (HVJSCTx) is pleased to submit this proposal to provide geotechnical investigation services for the above referenced project. Our scope work, as outlined in this proposal, provides the necessary and appropriate level of geotechnical engineering support required for the design.

Project Description

The project involved rehabilitation of approximately 1.3-miles segment of Rolling Acres Trail from Flagstone to Ammann Road in the City of Fair Oaks Ranch, Texas. The project will include of overlay with isolated base repair and edge repair along with a portion possibly being reconstructed due to a low water crossing. HVJSCTx was retained by Ardurra, Inc. (Ardurra) to perform a geotechnical investigation and pavement design for the proposed project.

This proposal will encompass a geotechnical engineering study to aid in the development of pavement design and potential culvert replacement at low water crossing.

Scope of Work

For this project, HVJSCTx will conduct the following activities:

- **Subsurface Exploration:** To investigate subsurface conditions and characterize soil at the project area, geotechnical borings will be drilled. HVJSCTx proposes that the exploration will consist of 4 borings each to a depth of 10-feet and 1 boring to a depth of 25-feet below the existing grades totaling 65 lineal feet (LF). Each location will be cored prior to drilling. The borings will be completed with a truck-mounted rig, equipped with flight augers and sampling tools. Soil samples will be collected using Shelby tubes and/or split-spoon samplers. Soil sampling will be performed continuously to a depth of 10-feet. Field-testing of soil samples will include pocket penetrometer readings in the cohesive soils and Standard Penetration Tests (SPT) in cohesionless soils. Rock coring will be performed for the low water crossing boring only, if encountered.

Groundwater data will be obtained during and immediately after drilling, if encountered. Upon completion of drilling and groundwater readings, all completed borings will be backfilled with bentonite chips and with a single lift of cold mix asphalt to match existing grade where applicable.

- Dynamic Cone Penetration (DCP) testing will be performed at three (3) select locations.
- Since the design team is planning to determine potential base repair areas, HVJSTx proposes to perform the Falling Weight Deflectometer (FWD). The data will be used to determine pavement condition assessment concerning existing pavement layer thicknesses, base layers, and in-situ subgrade conditions identified in deflection profile plots.
- Laboratory Tests: Laboratory index tests will be performed on select soil samples recovered from the test borings. The index tests will include moisture content, Atterberg limits, minus 200 sieve, grain size distribution, and sulfate content determination. In addition, auger cuttings will be collected from each boring to perform California Bearing Ratio (CBR) on one (1) composite sample (i.e., composite sample will be prepared by combining auger cuttings of similar soils obtained from different borings/will be collected from unpaved areas near vicinity of the borings) and pH-Lime series.

The collected field and laboratory data will be interpreted and used to develop geotechnical investigation report for the project. The result of field and laboratory investigation will be presented in a detailed Geotechnical Report. The report will be prepared by an engineer specializing in soil mechanics after reviewing available boring and laboratory data. The report will include the following specific items:

- Site Vicinity/Topographic map,
- Geology map,
- Soils map,
- Plan of borings,
- Boring logs,
- Laboratory test results summary,
- Potential Vertical Rise (PVR),
- Groundwater conditions,
- Generalized subsurface conditions,
- Culvert recommendations, and
- Pavement Design Report (prepared by specialized pavement engineer).

Pavement Design

HVJSTx will perform a geotechnical investigation. Utilizing the subsurface and laboratory information from that study, HVJSTx will design two (2) HMA pavement section alternatives and one (1) rigid pavement option including subgrade stabilization (if necessary) to achieve a 20-year design life. The HMA cross section design alternatives to be analyzed include the following: 1) New flexible pavement section with HMA surface and Flexible Crushed stone base (FLEX), and

2) New flexible pavement section with HMAC surface and HMAC base. HVJSCTx will estimate the 20-year equivalent single axle wheel loads (ESALs) based on discussions with Ardurra and City operations staff. If City of Fair Oaks Ranch does not have any guidelines, the ESAL and design values will be considered from Appendix 10-A ~ City of San Antonio Pavement Design Standards based on the provided street classifications. The flexible pavement designs and HMAC overlay designs will be developed using the AASHTO 1993 Pavement Design software, DARWin – Design and Rehabilitation in Windows.

The pavement design report will include the following:

- Flexible pavement thickness design recommendations:
 - Three (3) hot mix asphalt surface alternative sections for reconstruction
 - One (1) full depth asphalt section HMAC/HMAC
 - One (1) surface hot mix with flexible crushed stone base HMAC/FLEX
 - One (1) existing surface and underlying layer reclamation followed with new hot mix surface HMAC/Reclaimed Existing material
- One (1) Portland cement concrete (PCC) rigid pavement thickness design alternative design for low water crossing location.
- Subgrade stabilization, if determined necessary will be recommended by the Geotechnical Engineer based on potential vertical rise (PVR) calculations and lime series testing by the pH method.

Assumptions

The following assumptions were made in developing the scope and fee estimate for this project:

- HVJSCTx will coordinate with One-Call to locate underground utilities.
- HVJSCTx will coordinate with traffic control subcontractor to provide traffic control equipment set up during drilling and coring.
- Fees for Right-of-way permits will be waived.
- Ardurra will provide an electronic site plan to develop a Plan of Borings.
- As-built drawings and/or underground drainage locations available to Ardurra at the time of borings and will be provided to HVJSCTx prior to marking boring locations.
- City of Fair Oaks Ranch standard construction specifications will be assumed and HVJSCTx is not providing nor writing any construction specifications, special specifications, or special provisions. HVJSCTx is not providing any AutoCAD drawings or cost estimates, or life cycle costs.
- No travel for site meetings or conferences are included and it is assumed that all communications can be via telephone conference calls or emails.
- No bid & Award Phase or Construction Phase Services are included in the estimate.

Fee

Based on the scope of work outlined, a **Lump Sum fee of \$22,125.00** is proposed. A breakdown of the fee is included at the end of this proposal. Should the project configuration change significantly, additional work may be required. HVJSCTx will recommend such additional work when and if it is deemed necessary.

Mr. Byron G. Sanderfer, PE
City of Fair Oaks Ranch – Rolling Acres Trail Rehabilitation
SGT250364
Revision September 29, November 10, 2025

Schedule

We propose to initiate project scheduling and coordination, immediately upon receiving notice-to-proceed. We subsequently expect to complete the test borings approximately two (2) weeks after receiving notice to proceed. Laboratory testing, evaluation of test results, engineering analyses and report preparation will take approximately five (5) to seven (7) weeks after completion of the fieldwork. Work schedule may be altered if inclement weather occurs for an extended period.

Sample Retainage

Soil samples will be retained in our laboratory for 30 days after the geotechnical investigation.

Insurance

Insurance certificates verifying HVJSCTx's general liability, auto, worker compensation, and errors and omissions insurance coverage will be provided upon request.

Invoices

Invoices will be submitted at the end of each month based on the work completed. Our credit terms are 30-day net.

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us. Thank you for this opportunity. We appreciate your business. Sincerely,

HVJ SOUTH CENTRAL TEXAS – M&J INC.

Golam Kibria

Golam Kibria, Ph.D., PE
Office Manager – San Antonio/Senior Geotechnical Engineer
GK/mm

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Date to Start Work: _____

Mr. Byron G. Sanderfer, PE
City of Fair Oaks Ranch – Rolling Acres Trail Rehabilitation
SGT250364
Revision September 29, November 10, 2025

Geotechnical Investigation					
Rolling Acres Trail from Flagstone to Ammann					
HVJ South Central Texas M&J, Inc.					
HVJ SCTx Proposal No. SGT250364					
Geotechnical Field Investigation - Drilling and Soil Sampling					
Mobilization/Demobilization	1	@	\$600.00	per mobilization	\$600.00
Drilling & Sampling - Soil Drilling	40	@	\$30.00	per foot	\$1,200.00
Drilling & Sampling - Rock Coring	25	@	\$40.00	per foot	\$1,000.00
Backfilling Soils/Bentonite	65	@	\$6.00	per foot	\$390.00
Driller Standby time	2	@	\$180.00	per hour	\$360.00
Logging and DCP	20	hr @	\$85.00	per hour	\$1,700.00
Pavement Coring	30	@	\$12.00	per inch	\$360.00
Core Repair/Patch Asphalt Cold Mix	5	@	\$40.00	each	\$200.00
Staking, Utility Clearance, permit Coordination	6	hr @	\$85.00	per	\$510.00
Traffic Control	1	@	\$1,500.00	per day	\$1,500.00
DCP	2	@	\$250.00	each	\$500.00
Support Truck	1	@	\$100.00	each	\$100.00
				Sub Total	\$8,420.00
Falling weight deflectometer (FWD)					
FWD (including traffic control set up)	1	@	\$3,000.00	each	\$3,000.00
Laboratory Testing - Standard					
Moisture Content	15	@	\$20.00	each	\$300.00
Atterberg Limits	8	@	\$75.00	each	\$600.00
#200 Sieve Analysis	8	@	\$55.00	each	\$440.00
Grain Size Distribution	1	@	\$125.00	each	\$125.00
California Bearing Ratio (CBR)	1	@	\$450.00	each	\$450.00
Lime-pH Series (Tex-121-E)	1	@	\$150.00	each	\$150.00
Sulfate	5	@	\$70.00	each	\$350.00
				Sub Total	\$2,415.00
Geotechnical Engineering & Reporting					
Project Manager	2	hr @	\$195.00	hr	\$390.00
Professional Engineer III	6	hr @	\$165.00	hr	\$990.00
Engineer In Training I	16	hr @	\$125.00	hr	\$2,000.00
Administrative Assistant III	4	hr @	\$65.00	hr	\$260.00
				Sub-Total	\$3,640.00
Pavement Design Services					
Professional Engineer III	10	hr @	\$165.00	hr	\$1,650.00
Engineer In Training I	24	hr @	\$125.00	hr	\$3,000.00
				Sub-Total	\$4,650.00
				Grand Total	\$22,125.00



**ENVIRONMENTAL SERVICES FOR THE
ROLLING ACRES TRAIL RECONSTRUCTION
IN FAIR OAKS RANCH
KENDALL COUNTY, TEXAS**

This Scope of Work constitutes authorization by **Ardurra Group, Inc. (CLIENT)** for Environmental Research Group (**ERG**) to proceed with the following scope of services as requested by the **CLIENT**. ERG will perform environmental services for the Rolling Acres Roadway Reconstruction Project in Fair Oaks Ranch, Kendall County, Texas. The project consists of approximately 1.25 miles of roadway reconstruction on Rolling Acres Trail from Flagstone Hill Drive to Ammann Road. Road/pavement reconstruction will be within the existing right-of-way (ROW), and additional ROW is not anticipated. Possible drainage improvements are proposed at the crossing between Post Oak Trail and Meadow Creek. A Nationwide Permit 14 without a pre-construction notification is anticipated. ERG will perform two separate tasks under this Scope of Services, as detailed below.

Scope of Services

Task 1: Cultural Desktop Review and THC Coordination

ERG's cultural resources staff will consult relevant available desktop-level datasets to assess the project's potential for impacting significant archaeological and historical properties. This will include a review of National Register of Historic Places (NRHP) databases, Texas Historical Commission (THC) databases, and modern and historic-age maps and aerial photographs. ERG will assemble all data into GIS layers for review and analysis.

ERG will utilize this research to determine the project's potential for impacting significant cultural resources and compile that information into an ACT and Section 106 coordination letter for delivery to CLIENT for review and approval, before submitting to the THC. The letter will outline the proposed project and all proposed line alternatives, summarize available background information, and provide recommendations for project-related regulatory compliance. ERG's letter will seek agency concurrence from the THC on the recommendations made by ERG staff in said document. ERG anticipates that an above-ground historic resources survey will not be recommended for any of the three locations. Additionally, since this project is a replacement of existing infrastructure, all project-related ground disturbance will likely be confined to previously disturbed contexts (i.e. existing ROW paralleling Rolling Acres Trail), and ERG anticipates that archeological fieldwork may not be necessary. However, the nature of investigations will ultimately be determined with input from the THC.

A draft of the letter will be sent to CLIENT for review and revision, as necessary. The draft letter will be updated as needed and submitted to the agencies sequentially for review and approval.

Task 1 Cost: \$8,354.00

Task 2: Desktop Threatened and Endangered Species Habitat Assessment

ERG will conduct a desktop review for federal and state listed Threatened and Endangered (T&E) Species. ERG will review available online resources to evaluate the habitat and conditions within the project area. The likely presence or absence of T&E Species will be assessed by comparison of site characteristics to habitats for such species described on Texas Parks and Wildlife Department's (TPWD) Rare, Threatened, and Endangered Species of Texas List (RTEST) for Kendall County. Habitat descriptions for Federally-listed T&E species will be obtained from the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation. Known occurrences of T&E species will be obtained through the TPWD's Natural Diversity Database.

ERG will produce a desktop T&E Species Habitat Assessment Report identifying T&E Species listed by TPWD and USFWS for Kendall County and describing their habitats. Any area in which activities may impact potential habitat for any such species will be identified. The report will include maps and photographs of any habitats identified.

Task 2 Cost: \$4,515.00

CLIENT will provide or assist **ERG** in securing the following authorizations or information:

1. A legal description of the site, if such is needed, including boundary lines and a site plan, as well as identification of the physical boundaries of the site to be examined (prior to conducting the site visit).
2. Existing surveys, as relevant to the project area.
3. Schematics and complete project descriptions of the proposed project.
4. Relevant data needs required to produce documentation, including project design files (KMZ or SHP files) and a project description.

This scope does **not** include the following services:

1. Field investigations.
2. Coordination with USFWS and TPWD.
3. Formal presence/absence survey for T&E species.
4. Wetland and Waters of the U.S. Delineations.
5. Design updates necessitating more than one update to the research footprint and/or project maps are considered to be supplemental to this scope and fee.

6. An evaluation of compliance with environmental regulations, except as specified in the CLIENT scope. Should an environmental compliance audit be desired, **ERG** can provide a separate scope of services to the appropriate person(s).

If required, these services would be performed at additional cost.

Terms and Compensation

These evaluations are being prepared solely at the **CLIENT**'s request. Compensation for these services will be on a time and materials basis with a not-to-exceed amount of **\$12,869.00** and **payable within 30 days following invoicing**. This proposal is valid for 365 days. After that period, ERG will need to re-evaluate the scope and cost.



Ardurra Group, Inc.
Rolling Acres Roadway Reconstruction

6049 Falls Road

Baltimore, MD 21209

gina.foringer@envrq.com

Labor Category	Rate	Task 1		Task 2		PROJECT TOTAL	
		Hours	Total	Hours	Total	Hours	Total
Program Manager	\$172.00	1	\$172.00	1	\$172.00	2	\$344.00
Project Manager	\$149.00	2	\$298.00	2	\$298.00	4	\$596.00
Environmental Specialist III	\$117.00			3	\$351.00	3	\$351.00
Environmental Specialist II	\$99.00			20	\$1,980.00	20	\$1,980.00
Arch Historian/Historian IV	\$171.00	2	\$342.00			2	\$342.00
Arch Historian/Historian III	\$137.00	12	\$1,644.00			12	\$1,644.00
Arch Historian/Historian II	\$89.00	8	\$712.00			8	\$712.00
Arch VI/Sr. Principal Investigator	\$136.00	2	\$272.00			2	\$272.00
Arch V/Principap Investigator/Lab Dir	\$108.00	8	\$864.00			8	\$864.00
Arch IV/Project Arch	\$99.00	12	\$1,188.00			12	\$1,188.00
Arch III/Field Director	\$86.00						
Admin	\$126.00	4	\$504.00	4	\$504.00	8	\$1,008.00
Document Production Spvr/Editor	\$81.00			2	\$162.00	2	\$162.00
GIS Specialist	\$131.00	18	\$2,358.00	8	\$1,048.00	26	\$3,406.00
Labor Subtotal		69	\$8,354.00	40	\$4,515.00	\$109.00	\$12,869.00
TASK TOTAL			\$8,354.00		\$4,515.00		\$12,869.00

Project Total**\$12,869.00**

Submitted on

August 6, 2025

P-05 23

Fiscal review:

Aaron Norment

name

Submitted by:

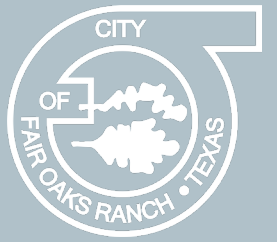
Joshua Zatopek

name



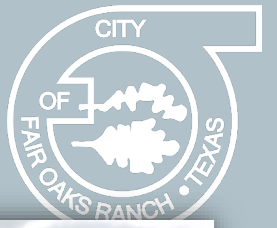
Rolling Acres Trail Road Reconstruction

January 15, 2026



Kelsey Delgado, PMP, CISEC
Project Manager

Project Background



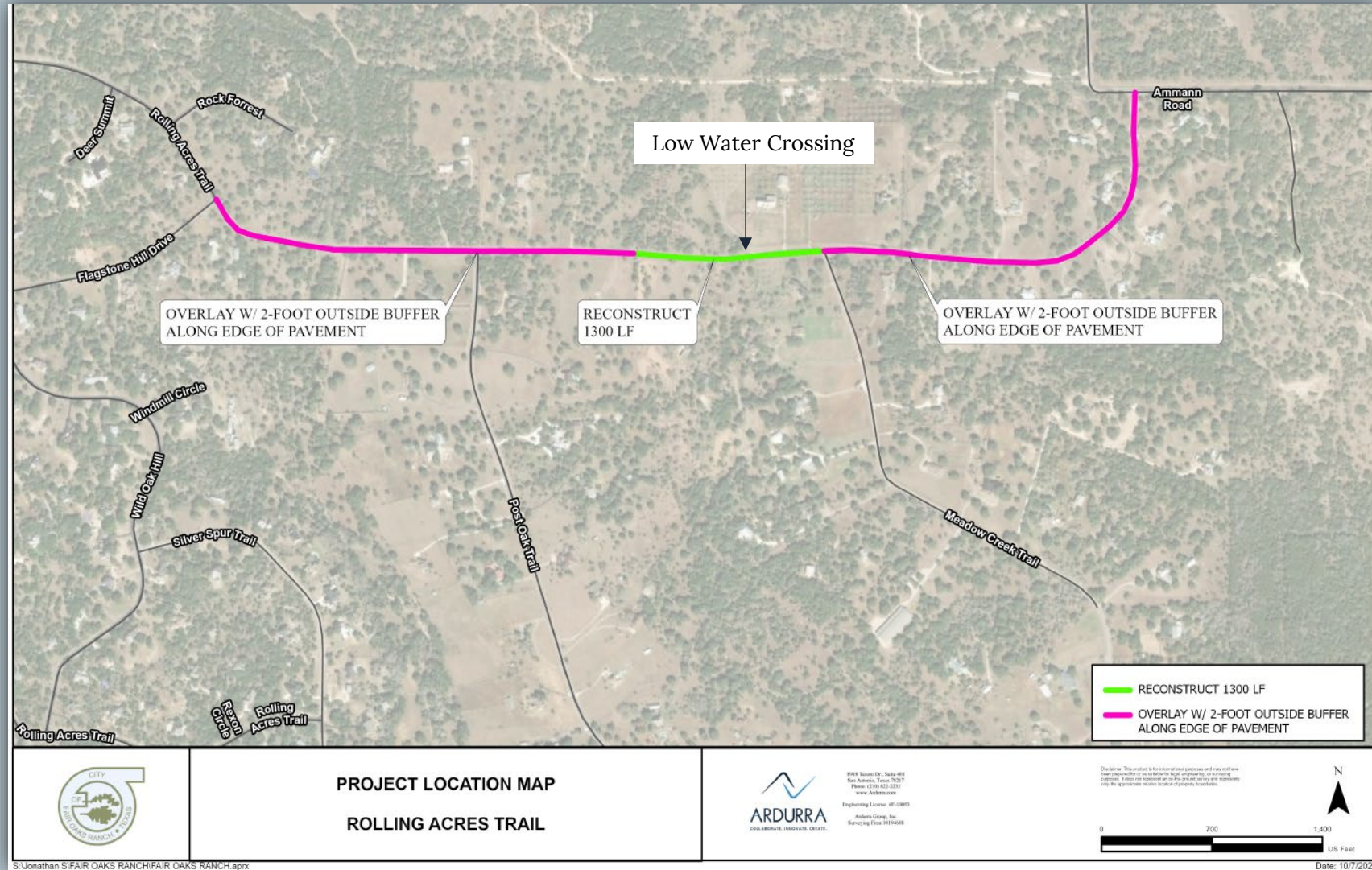
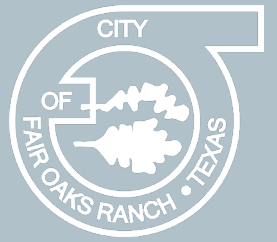
- This project is included in the 5-year Roadway CIP which was approved by voters in the May 2024 bond election
- Reconstruction of Rolling Acres Trail is required to keep the corridor from continued deterioration
- This project will increase the roadway lifespan and minimize maintenance requirements due to increased traffic within the area
- Includes needed drainage improvements at a low water crossing west of Meadow Creek Trail



Design Overview

- Project limits from Flagstone Hill to Ammann Rd
- Total reconstruction of a 1,300 linear feet of Rolling Acres Trail between Meadow Creek Trail and Post Oak Trail
- Remaining portion of Rolling Acres Trail within the project boundaries will consist of a two-foot outside buffer along the edge of pavement with a hot-mix asphalt concrete (HMAC) overlay
- Design will include three options (5-year, 10-year and 25-year storm events) to consider for a low water crossing just west of Meadow Creek Trail
- No additional Right-of-Way (ROW) is anticipated for this project

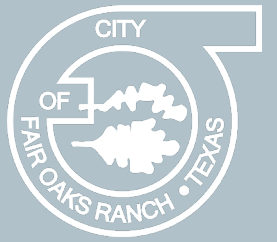
Project Limits





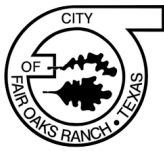
Project Budget/Timeline

- **Design – \$490,767**
 - FY 2025-26: \$315,000 budgeted
 - FY 2026-27: \$185,000 (estimate)
 - Expected duration: 18 months (includes utility relocation, if required)
- **Construction – \$2,520,000 (estimate)**
 - Funds available in FY 2028 – FY2029
 - Expected duration: 9 months



Next Steps

- Approval of the Work Authorization to begin the design phase, including bid and construction services
- Final Design expected in Fall 2026
- Utility Relocation in Winter 2026 – Summer 2027 (if needed)
- Bid Advertisement in Fall 2027
- Construction to begin early 2028



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of a work authorization with Pape-Dawson Consulting Engineers, LLC for engineering services for the Dietz Elkhorn Water Line Project

DATE: January 15, 2026

DEPARTMENT: Public Works & Engineering

PRESENTED BY: Grant Watanabe, P.E., CFM, Director of Public Works

INTRODUCTION / BACKGROUND:

On May 1, 2025, the City Council approved Resolution 2025-22 which authorized the execution of a Utility Service Agreement (USA) between the City and AD Acquisitions, LLC ("Developer"), regarding water and wastewater services for an 80.69-acre parcel, a portion of the Corley Tract, located at 29850 Ralph Fair Road. The USA identified several needed off-site utility improvements, including a new Dietz Elkhorn 12-inch Water Line ("Project") which will extend water infrastructure from the Elmo Davis Water Plant to the eastern side of the City to serve multiple parcels. Execution of the agreement was delayed while the Developer worked to resolve complications associated with acquiring the property from the landowner; however, an amended version was executed on December 16, 2025. A summary of the USA terms related to the Project is provided below.

- The City will lead the design and construction of the Dietz Elkhorn Water Line Project, from the Elmo Davis Water Plant to the southwest corner of the Corley Tract.
- Developer shall pay its cost-share for the design of the Dietz Elkhorn Water Line Project within 15 days of executing the agreement.
- Developer shall pay its cost-share for construction of the Dietz Elkhorn Water Line Project within 15 days after the City determines the apparent awardee and final bid amount.
- Developer may terminate the agreement if clear title to the property is not obtained when the City is ready to execute the construction contract.
- The City is not obligated to refund any payments made by the developer prior to termination.

As the lead agent for the Project, City staff requested and received a fee proposal from Pape-Dawson Consulting Engineers, LLC, who designed the Dietz Elkhorn Road Reconstruction project. The total cost for engineering services, including surveying, utility coordination, subsurface utility engineering, preparation of construction documents, permitting, bid and construction phase services is \$156,809. A copy of the draft Work Authorization (**Exhibit 1**) and proposal (**Exhibit 1A**) are attached.

In accordance with the USA, all costs related to the Project are shared between the City (75 percent) and the Developer (25 percent). Therefore, the City's cost for engineering services is \$117,606.75 and the Developer's cost is \$39,202.25. Both parties are currently working to deposit funds into an escrow account which will be drawn upon payment of the consultant's invoices.

The proposal also includes a project schedule showing three months for design and preparation of bid documents, which aligns with the City's plans to joint-bid and break ground on both the Dietz Elkhorn Road Reconstruction and Water Line projects this summer.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

- Supports Priority 3.1 of the Strategic Plan to Enhance and Ensure Continuity of Reliable Water Resources
- Leverages a cost-sharing arrangement to reduce the City's cost for the Project
- Enables joint-bid and construction of the water line in conjunction with the Dietz Elkhorn Road Reconstruction project to avoid trenching through the new road to install the water line at a later date

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgeted \$1.5 million in FY 2025-26 for this project. Current funds are adequate to cover the City's share of costs for engineering services.

LEGAL ANALYSIS:

A work authorization will be issued pursuant to the Standard Professional Services Agreement with Pape-Dawson Consulting Engineers, LLC, executed on February 25, 2022.

RECOMMENDATION / PROPOSED MOTION:

I move to approve a resolution authorizing the execution of a work authorization with Pape-Dawson Consulting Engineers, LLC for engineering services in support of the Dietz Elkhorn Water Line Project, expenditure of the required funds up to \$117,606.75, and execution of all applicable documents by the City Manager.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION WITH PAPE-DAWSON CONSULTING ENGINEERS, LLC FOR ENGINEERING SERVICES FOR THE DIETZ ELKHORN WATER LINE PROJECT, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, on May 1, 2025, the City Council approved Resolution 2025-22 which authorized the execution of a Utility Service Agreement (“USA”) between the City and AD Acquisitions, LLC (“Developer”), regarding water and wastewater services for a 80.69-acre parcel located at 29850 Ralph Fair Road, and

WHEREAS, the USA identifies several needed off-site utility improvements, including a new Dietz Elkhorn 12-inch Water Line (“Project”) which will extend water service to the eastern side of the City, and

WHEREAS, the USA requires both the City and Developer to contribute financially to the Project which shall be installed in conjunction with the planned reconstruction of Dietz Elkhorn Road, and identifies the City as the lead agent for design and construction for the Project, and

WHEREAS, City staff has obtained a fee proposal from Pape-Dawson Consulting Engineers, LLC for engineering services for the Project, and

WHEREAS, the cost for engineering services, including surveying, utility coordination, subsurface utility engineering, preparation of construction documents, permitting, bid and construction phase services is \$156,809, and

WHEREAS, the City’s cost-share is \$117,606.75 (75%) and the Developer’s cost-share is \$39,202.25 (25%) in accordance with the USA,, and

WHEREAS, the City Council reaffirms their support for the project and deems it necessary to obtain engineering services for the Dietz Elkhorn Water Line project.

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

Section 1 The City Council hereby authorizes the City Manager to execute a work authorization with Pape-Dawson Consulting Engineers, LLC for engineering services for the Dietz Elkhorn Water Line project, to expend required funds up to \$117,606.75, and to execute any and all applicable documents to effectuate this resolution.

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

Section3. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless

be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 15th day of January 2026.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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



SCOPE OF SERVICES
WORK AUTHORIZATION #008 – DIETZ ELKHORN 12-INCH WATER LINE
ON-CALL ENGINEERING SERVICES CONTRACT
PAPE-DAWSON ENGINEERS, INC / CITY OF FAIR OAKS RANCH

GENERAL DESCRIPTION

The City of Fair Oaks Ranch requires engineering services for the Dietz Elkhorn Road Water Line project. The project will install a 12-inch water line from the Elmo Davis Water Plant to the southwest corner of the Corley Tract which is roughly 925 feet east of Ralph Fair Road. The length of the waterline is approximately 4,565 linear feet along Dietz Elkhorn Road.

SCOPE OF SERVICES

Provide engineering services as described in Pape-Dawson scope and fee proposal dated November 10, 2025 (Exhibit A). The consultant will provide project management, field survey, utility coordination and subsurface utility engineering services, construction documents, permitting, bid and construction phase services.

PROJECT ASSUMPTIONS/EXCLUSIONS

See Exhibit A.

COMPENSATION:

The fees identified below shall be considered lump sum for the project and will not be exceeded without prior approval by the City. Services will be invoiced monthly based on the percent of completion of each task.

Base Services (Lump Sum)

I.	Project Management	\$ 13,865
II.	Design Survey	\$ 9,940
III.	Construction Documents	\$ 69,200
IV.	Construction Phase Services	\$ 10,560
V.	TxDOT Utility Permit	\$ 5,220
VI.	Subsurface Utility Engineering	\$ 48,024

TOTAL FEE	\$156,809
------------------	------------------

Exhibit 1

By signing below, both parties agree to the scope of services and compensation stated above per the provisions within the Standard Professional Services Agreement executed on February 25, 2022.

Accepted for **City of Fair Oaks Ranch**

Accepted for **Pape-Dawson Consulting
Engineers, LLC**

By: _____

By: _____

Name: _____ Scott M. Huizenga

Name: _____ Steven Dean, PE, CFM

Title: _____ City Manager

Title: _____ Vice President, Water Resources

Date: _____

Date: _____

November 10, 2025

Mr. Grant Watanabe
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Re: Task Order #8-Dietz Elkhorn 12" Waterline
Job No. 12692-08

Dear Mr. Watanabe:

We are pleased to present this proposal for providing civil and surveying services in connection with the above referenced project. This includes the installation of a 12" waterline from the Elmo Davis Water Plant Pump Station to roughly 925 ft east of Ralph Fair Road centerline, approximately 4,565 LF of waterline along Dietz Elkhorn Road. Our proposed scope of services and associated fees are as follows:

- | | | |
|------------|---|-----------------|
| I. | PROJECT MANAGEMENT (TASK 501) | \$13,865 |
| | <ul style="list-style-type: none"> • Coordinate project team to meet schedule and deliverables. • Attend project coordination meetings. Proposal allows three (3) meetings. • Subconsultant coordination (10% markup on subconsultant's fee to be added to Project Management task). Coordinate design timelines, relay project information, and process subconsultant invoices. | |
| II. | DESIGN SURVEY (TASK 105) | \$9,940 |
| | <ul style="list-style-type: none"> • Conduct field survey of area within existing easement area and water plant facility. • Prepare digital map of site topography at one-foot contour intervals. Provide spot elevations at existing pavement, trees, fences, surface utilities, tank and existing building edges. • Show datum and benchmarks for surveyed areas. • Show relationship to Texas State Plane Coordinate System. | |

TASK 105 ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *The project units will be US Survey Feet.*
- ◆ *Unless a datum is provided by the client, the horizontal and vertical datum to be defined by Pape-Dawson and documented on the survey.*
- ◆ *Unless a Geoid is provided by the client, the Orthometric elevations to be calculated using a Geoid defined by Pape-Dawson and documented on the survey.*
- ◆ *All areas to be surveyed are owned and operated by the Client. Access to privately owned lands will be coordinated by the Client prior to mobilizing to the site.*

III.	CONSTRUCTION DOCUMENTS (TASK 301)	\$69,200
	Public Water Main	
	• Preparation of construction documents for proposed water main required for the project. • Title Sheet • General Notes • Quantities • Project Layout • Plan and Profile (10 max) • Details • Information for construction staking of the water main to be noted on the plans. • Preparation of quantity estimates and engineer’s opinion of probable cost. • Provide standard notes and details. • Preparation of applicable construction specifications. • Submittal of documents for review and approval by the city. • Review plant pump station asbuilts • Review utility availability for water, sanitary sewer, gas, electric, telephone, and cable TV. • Creation of utility conflict matrix along proposed alignment area	
IV.	CONSTRUCTION PHASE SERVICES (TASK 402)	\$10,560
	• Provide minimal support in bidding process • Attend a pre-construction meeting with the contractor selected by City. • Engineer to provide periodic on-site field visits to observe construction status and to review general conformance of construction to engineer’s plans. (3 max) • Engineer to respond to contractor Request for Information (RFI) and review material specifications, if requested by the client. • Coordinate City punch list items with contractor. • Provide 100% as-built drawings for civil portions of the work.	
V.	TXDOT UTILITY PERMIT (TASK 305)	\$5,220
	Assist the client to obtain a TxDOT utility permit to build within TxDOT ROW. Pape-Dawson to prepare the required plans and details to submit to TxDOT for a permit.	
VI.	SUBSURFACE UTILITY ENGINEERING SERVICES	\$48,024
	• See proposal from Cobb Fendley	

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *Any professional opinions expressed in AI generated meeting notes should be confirmed by the client in contract documents and communications.*
- ◆ *No value engineering is included herein.*

Exhibit 1A

Mr. Grant Watanabe
Task Order No. 8 – Dietz Elkhorn 12" Waterline
November 10, 2025
Page 3 of 4

- ◆ *This proposal does not include a fee to prepare easement documents*
- ◆ *Assumes Traffic Control to be handled by contractor in coordination with construction of city Dietz Elkhorn Roadway Improvement project. No separate Traffic Control Plan is included.*
- ◆ *Installation of waterline to be completed and phased during Dietz Elkhorn Roadway project construction.*
- ◆ *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*
- ◆ *Should this project encounter a cave during construction, significant coordination with regulatory agencies may be required to develop a closure plan. Should you require Pape-Dawson to assist with development of a closure plan, the engineering fee can be proposed prior to proceeding with the work.*
- ◆ *Design deliverables to include 95%, 100% and Final.*
- ◆ *The water main to be designed to City of Fair Oaks specifications.*
- ◆ *Proposed waterline will end and be capped at the southwest corner of the Corley Tract within ROW.*

SUMMARY OF SCOPE AND FEES

I.	Project Management	Task 501	\$13,865
II.	Design Survey	Task 105	\$9,940
III.	Construction Documents	Task 301	\$69,200
IV.	Construction Phase Services	Task 402	\$10,560
V.	TxDOT Utility Permit	Task 305	\$5,220
VI.	Subsurface Utility Engineering		<u>\$48,024</u>
Total:			\$156,809

BASIS OF COMPENSATION

Pape-Dawson's compensation is a lump sum in the amount of **\$156,809** for the services identified above. This budget figure does not include Direct Expenses (defined below) nor applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

AGREEMENT

Upon the signing of this Proposal by Client, this Proposal to be governed by the existing Master Agreement for Professional Engineering Services by and between Client and Pape-Dawson, dated effective as of the **25th** day of **February, 2022**, with the same force and effect as if all of the terms of such Master Agreement were recited verbatim herein.

Exhibit 1A

Mr. Grant Watanabe
Task Order No. 8 – Dietz Elkhorn 12” Waterline
November 10, 2025
Page 4 of 4

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson’s sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC



Steve Dean, P.E., CFM
Vice President

CITY OF FAIR OAKS RANCH

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF FAIR OAKS RANCH ACCOUNTS PAYABLE CONTACT INFO

Name: _____

Address: _____

Phone: _____

Email: _____

Attachment
- PD Fee Schedule

O:\Marketing\Proposals\Letters\2025\10\251007 (P0005473-025).docx

Exhibit 1A

PD Project No. 12692-08 Project Name: TO#x Dietz-Elkhorn 12" Waterline Pape-Dawson Engineers		Total Task Hours	Total Task Cost	Vice President	Sr. Manager / Engineer	Project Manager	GIS Analyst	Project Engineer	EIT IV	EIT III	EIT II	EIT I	Project Surveyor	4-PERSON CREW	RPLS TL	TECHNICIAN	2-PERSON CREW	3-PERSON CREW	Sr. Environmental Specialist	Project Environmental Specialist	Staff Environmental Specialist	Operations/Clerical	Expenses		
				\$ 345	\$ 235	\$ 225	\$ 125	\$ 185	\$ 140	\$ 135	\$ 130	\$ 125	\$ 220	\$ 195	\$ 270	\$ 115	\$ 195	\$ 260	\$ 195	\$ 145	\$ 110	\$ 85			
Basic Services																									
1)	Project Management		\$ 13,865.00																						
a)	Maintain project schedule	8	\$ 1,800.00			8																	\$ 1,800.00		
b)	Conduct internal coord. (6 hours/month, meetings)	16	\$ 3,600.00			16																	\$ 3,600.00		
c)	Coord. w/ sub-consultants	25	\$ 5,125.00			20						5											\$ 5,125.00		
d)	Prepare monthly invoices	8	\$ 1,240.00			4															4		\$ 1,240.00		
e)	Kick-off meeting w/ client and GEC	4	\$ 700.00			2						2											\$ 700.00		
f)	Conduct site visit	4	\$ 700.00			2						2											\$ 700.00		
g)	Comment Response Meetings	4	\$ 700.00			2						2											\$ 700.00		
2)	Field Surveying	0	\$ 9,940.00																						
a)	Collect Topo Survey	20	\$ 5,015.00										1			1		18					\$ 5,015.00		
b)	Survey and trees 9" or larger.	10	\$ 2,455.00													1		9					\$ 2,455.00		
c)	Create 11x17 control layout sheets for incorporation in the plan set	16	\$ 2,050.00										2			14							\$ 2,050.00		
d)	Organize and package field data and site photos in deliverables.	3	\$ 420.00										1			1						1	\$ 420.00		
3)	Design 95%		\$ 45,170.00																						
a)	Title Sheet	6	\$ 860.00			1				1		4											\$ 860.00		
b)	General notes	8	\$ 1,220.00			2				2		4											\$ 1,220.00		
c)	Quantities	50	\$ 6,810.00			4				16		30											\$ 6,810.00		
d)	Project Layout	17	\$ 2,265.00			1				4		12											\$ 2,265.00		
e)	Plan and Profile Sheets (10 Max)	107	\$ 15,415.00			18				24		65											\$ 15,415.00		
f)	Detail/Site Detail Sheet	44	\$ 5,820.00			2				12		30											\$ 5,820.00		
g)	QAQC	26	\$ 4,110.00	2		4				2		18											\$ 4,110.00		
h)	Opinion of Probable Cost	20	\$ 2,980.00			4				8		8											\$ 2,980.00		
i)	95% Design Deliverable	20	\$ 2,700.00			2				8		8										2	\$ 2,700.00		
j)	95% Comment Response	22	\$ 2,990.00			2				4		16											\$ 2,990.00		
3)	Design 100%		\$ 12,970.00																						
a)	Title Sheet	1	\$ 125.00									1											\$ 125.00		
b)	General notes	1	\$ 125.00									1											\$ 125.00		
c)	Quantities	10	\$ 1,290.00							4		6											\$ 1,290.00		
d)	Project Layout	3	\$ 385.00							1		2											\$ 385.00		
e)	Plan and Profile Sheets (10 Max)	12	\$ 1,720.00			2				2		8											\$ 1,720.00		
f)	Detail/Site Detail Sheet	16	\$ 2,220.00			2				2		12											\$ 2,220.00		
g)	QAQC	14	\$ 2,410.00	2		2				2		8											\$ 2,410.00		
h)	Opinion of Probable Cost	13	\$ 1,765.00			1				4		8											\$ 1,765.00		
k)	100% Design Deliverable	11	\$ 1,435.00			1				4		4										2	\$ 1,435.00		
l)	100% Comment Response	11	\$ 1,495.00			1				2		8											\$ 1,495.00		
3)	Design Final		\$ 5,585.00																						
a)	Title Sheet	0	\$ -																				\$ -		
b)	General notes	0	\$ -																				\$ -		
c)	Quantities	4	\$ 500.00									4											\$ 500.00		
d)	Project Layout	1	\$ 125.00									1											\$ 125.00		
e)	Plan and Profile Sheets (10 Max)	12	\$ 1,500.00									12											\$ 1,500.00		
f)	Detail/Site Detail Sheet	4	\$ 500.00									4											\$ 500.00		
g)	QAQC	8	\$ 1,340.00	1		1				2		4											\$ 1,340.00		
h)	Opinion of Probable Cost	5	\$ 725.00			1						4											\$ 725.00		
m)	Final Design Deliverable	7	\$ 895.00			1						4										2	\$ 895.00		
4)	Utility Coordination		\$ 5,475.00																						
a)	Existing utility conflict matrix	28	\$ 4,500.00			10						18											\$ 4,500.00		
b)	Existing utility information collection and review	7	\$ 975.00			1						6											\$ 975.00		
5)	TxDOT Utility Permit		\$ 5,220.00																						
a)	Permit Submittal	4	\$ 540.00							4													\$ 540.00		
b)	Comment Response Coordination	26	\$ 3,690.00			2				24													\$ 3,690.00		
c)	Site Visit	6	\$ 990.00			2				4													\$ 990.00		
6)	Construction Phase Services		\$ 10,560.00																						
a)	Construction Bidding Services	8	\$ 1,400.00			4						4											\$ 1,400.00		
b)	Construction Observation	14	\$ 2,010.00			2				6		6											\$ 2,010.00		
c)	RFI and Submittal Review	20	\$ 2,740.00			2				4		14											\$ 2,740.00		
d)	Project Closeout	6	\$ 950.00			2						4											\$ 950.00		
e)	Plan of Record Drawings	28	\$ 3,460.00			2						2				24							\$ 3,460.00		
7)	Sub Surface Utility Engineering (SUE-Cobb Fendley)		\$ 48,024.00																						
a)	SUE Investigations	0	\$ 48,024.00																				\$ 48,024.00		
LABOR TOTAL							5	0	133	0	0	146	0	351	4	0	0	41	0	27	0	0	0	11	\$ 108,785.00
Sub-Total Labor (Pape-Dawson)				\$ 108,785.00																					
Sub-Total Labor (sub)				\$ 48,024.00																					
Total Fee				\$ 156,809.00																					

November 10, 2025

VIA E-MAIL

Joel Mesa, P.E., CFM
Project Manager
Pape-Dawson Engineers, Inc.
2000 NW Loop 410
San Antonio, Texas 78213-2251
Office: (210) 375-9000
Work: (726) 238-7727
JMesa@pape-dawson.com

Re: City of Fair Oaks Ranch Proposed 12" Waterline – SUE Services – Revised2

Dear Mr. Mesa,

CobbFendley is pleased to provide this scope and fee estimate to Pape-Dawson Engineers, Inc. (Client) for the Subsurface Utility Engineering (SUE) investigation services associated with the project referenced above. The proposed Scope of Services and Basis of Compensation are outlined below. This proposal is based on your emails on September 30, 2025, October 2, 2025, October 6, 2025, and November 10, 2025.

Attachments:

- Attachment 1 - Scope of Services
- Attachment 2 - SUE Scope Exhibits
- Attachment 3 - Basis of Compensation

This project will be **Time and Materials**, estimated on Attachment 3:

QLB Areas - \$13,787.00

9 test holes (QLA) - \$34,237.00

Total = \$48,024.00

CobbFendley's services are to be performed for the sole benefit of Pape-Dawson Engineers, Inc. (Client), who shall be responsible for payment of those services. When accepted by signature of Client's authorized representative, the Authorization and the documents references herein shall constitute the entire agreement between Client and CobbFendley with respect to this project.

The Terms and Conditions of the Subconsultant Agreement constitute part of this agreement.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,
Cobb, Fendley & Associates, Inc.

A handwritten signature in blue ink, appearing to read "J. Herbert".

Jim Herbert, PE
Senior Project Manager

Attachment 1 - Scope of Services

The purpose of this SUE (Subsurface Utility Engineering) investigation is to assist in determining the presence and location of subsurface utilities for the above referenced project.

This scope is for services for QLB services in the green clouded area and the red highlighted area, and nine (9) test holes as called out per Attachment 2.

When performing this type of work CobbFendley typically follows ASCE 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities", see below.

Utility Quality Levels are defined in cumulative order (least to greatest):

Quality Level D - Existing Records: Utilities are plotted from review of available existing records.

Quality Level C - Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications may be referenced to established survey control. Additional description of services, methodology and equipment is below.

Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data.

SUE investigations are conducted for engineering design purposes and are not to be used for construction clearing purposes.

Utility Designating (Quality Level B)

1. **Client will provide right of entry (ROE)** to private property and any utility easements (if required). It is assumed that permits are not required for QLB services for this project.
2. Utility locations are assumed to be accessible by normal methods – no matting, grading, clearing, or removal of structures needed.
3. CobbFendley will perform Record Research to obtain utility information for site and adjacent streets that may contain utilities leading onto the site. This will assist CobbFendley in identifying utilities and marking them in the field. Client to provide any utility as-built records, easement documents, and contact information they have available – including contact information with site operating personnel who may have some additional information about underground utilities.
4. CobbFendley will designate (means to record and mark) the horizontal location of the existing tone-able utilities using non-destructive surface geophysical techniques. Tone-able utilities are typically utilities that are conductive or internally accessible with a traceable fish tape or sonde. Water and communication vaults can be investigated from above ground. Cobb Fendley does not typically enter buried power vaults or manholes.
5. Ground Penetrating Radar (GPR) services are not part of this scope.

6. Utilities not included in this scope are wastewater, storm drainage facilities, irrigation, and overhead utilities.
7. Telecom full duct bank mapping & inventory, and vault layout, measurements, & details, are not included in this scope. Also not included in this scope is confined space services.
8. A non-water base paint, utilizing the APWA color code scheme and pin flags will be used on all surface markings of underground features.
9. CobbFendley will survey utility field marking and above ground utility features. Draft survey data to provide composite utility map as a deliverable. Client will provide the base map in AutoCAD or Microstation format, as well as the applicable project survey control information.

Vacuum Excavation (Quality Level A)

The Client has selected the locations for the test holes. Test holes are typically excavated using a nondestructive compressed air vacuum excavation truck - performed as follows:

1. CobbFendley will comply with policies for the prevention of underground utility damage (i.e., one-call system).
2. **Client will provide right of entry (ROE)** to private property and any utility easements (if required). CobbFendley will obtain permission and permits in ROW to perform work and pay permitting fees (if required), for subsequent reimbursement by the Client. This scope does not include developing engineered traffic control plans.
3. Test hole locations are assumed to be accessible by normal methods – no matting, grading, or clearing needed. No test hole locations will be at a bridge or culvert crossing locations.
4. No work at night is anticipated for this project.
5. If test holes are in pavement, CobbFendley will neatly cut and remove existing paving (saw-cut or jack hammer) – any specialty coring of pavement will be at an additional cost.
6. CobbFendley will vacuum excavate to measure and record the depth and location of found items. CobbFendley accepts no responsibility for contaminated soils should they be encountered during excavation. CobbFendley does not take ownership of any excavated material. This scope and fee does not include addressing issues with excessive ground water, flooded swales or other ground and surface water issues. All test holes are assumed to be less than ten (10) feet deep.
7. CobbFendley will record (as possible, depending on digging conditions) depth of the utility, line size (unless wider than test hole), line material, condition of the line, type of soil around the line – provide markers at each utility location.
8. Test holes will be backfilled with excavated material, compact in lifts, and restore pavement with compacted asphalt cold patch or bag-mix concrete (if within paved area). Special backfill or surface restoration is an additional cost – if required.

9. CobbFendley will survey utility test hole locations. Client will provide the base survey map in AutoCAD or Microstation format, as well as the applicable project survey control information.
10. CobbFendley's final deliverable will be P.E. sealed test holes data sheets showing utility depth, size and line material, condition of the line, type of soil for each location, as appropriate and as site conditions allow.

Standard traffic safety measures will be performed by CobbFendley and is included in our standard rates, which is short-term signage and cones to provide notice to the public and safety for crews, to access utility features adjacent to the roadway or other traffic areas. It is anticipated that full traffic control (lane closures, arrow board, etc., as needed) will be required to perform some of this work.

SUE Limitations

CobbFendley will perform SUE in accordance with ASCE 38/22 Standard Guidelines and will exercise all reasonable and customary care in the performance of SUE and Survey services, realizing efficient design and ultimately the safety of all personnel is a prime consideration in the detection and mapping of subsurface utility features which may be in conflict with proposed construction. However, a possibility exists that some utilities may not be detected and/or mapped using standard SUE procedures previously described.

While uncommon, utilities possessing these characteristics can be missed while using the standard SUE procedures:

- utilities buried excessively deep,
- beyond detection limits of standard locating equipment,
- abandoned utilities,
- utilities with no apparent surface features and no records available,
- non-conductive utilities, and
- utilities buried in soil unsuitable for GPR detection.

GPR Use:

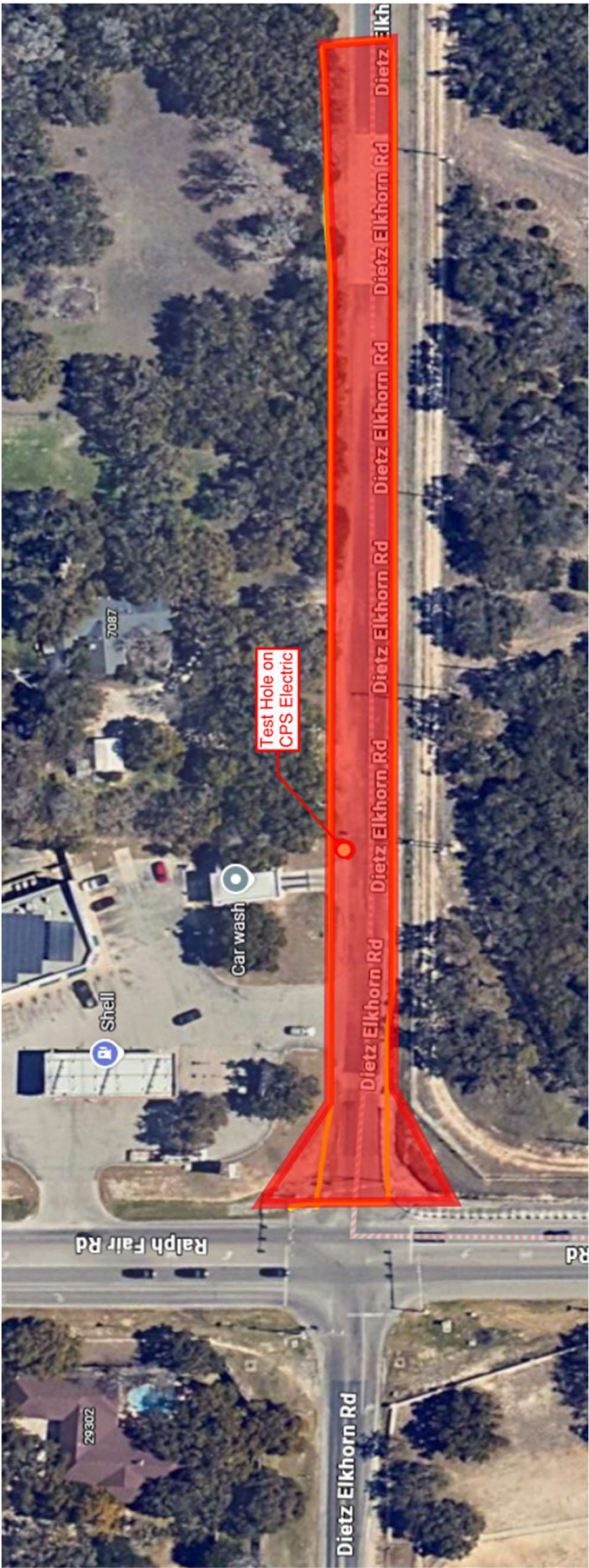
Soil conditions in most parts of Texas are not conducive to GPR use (the USDA Natural Resource Conservation Service maps show the suitability of soil for GPR use as low), as a result its effectiveness in finding buried utilities is limited.

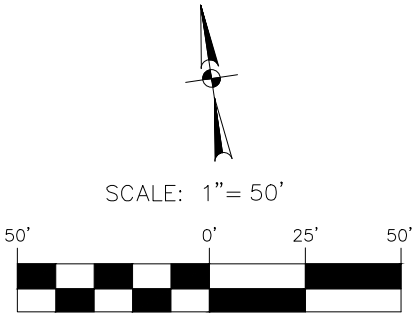
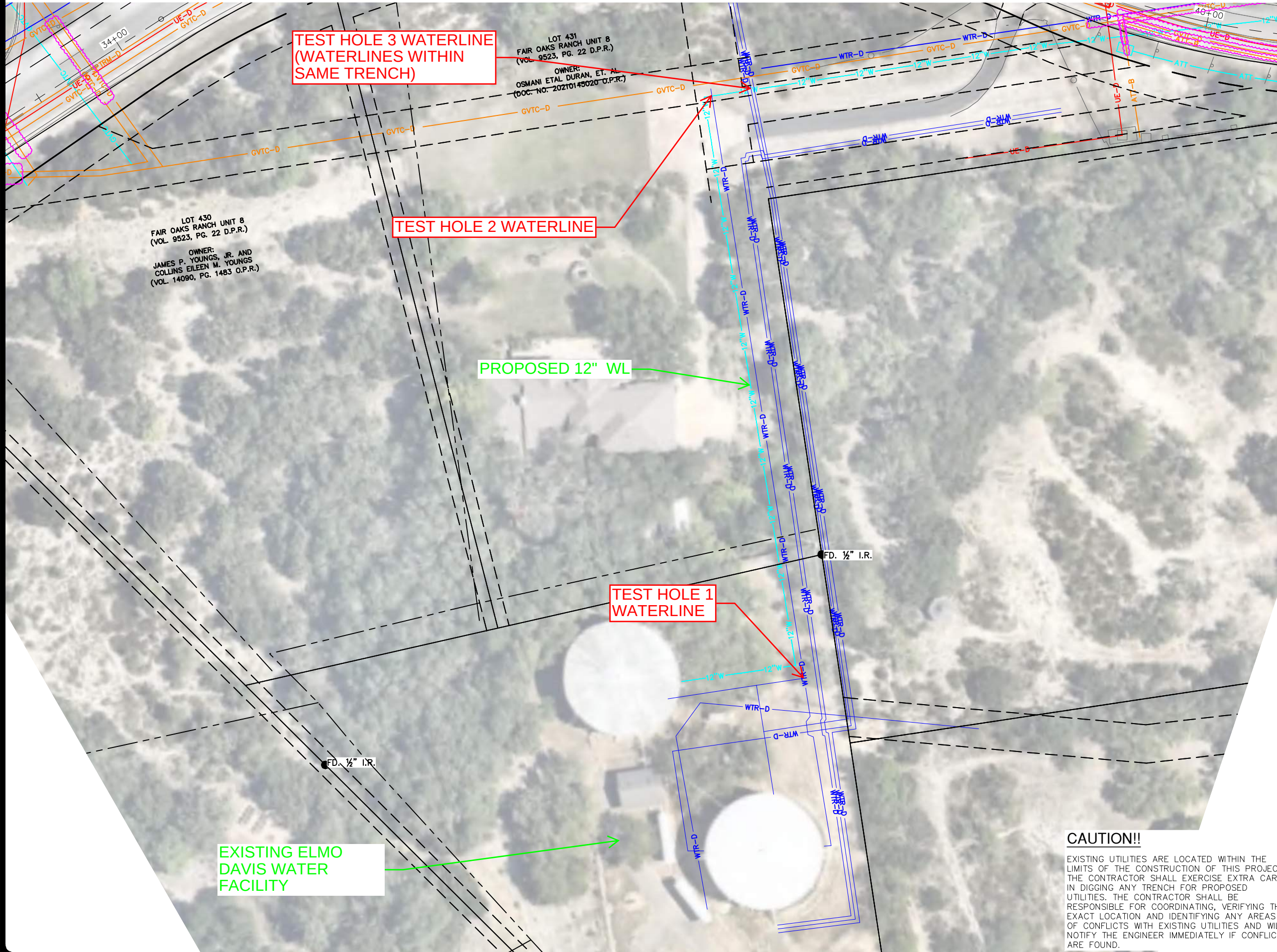
Test Holes:

Although a reasonable effort will be made to ensure that all test hole digging efforts are successful, site conditions can prevent a target utility from being exposed. CobbFendley is not responsible, and will be compensated, for dry (unsuccessful) test holes that are on utilities that are undesignatable, not in the location as per the as-builts, or inaccessible because of concrete encasement, rock layer, or other impenetrable layer or feature. The Client will be notified if this is an issue during the project.

Contractor shall call One Call before excavating as required by Texas Law.

Attachment 2 - SUE Scope Exhibits





LEGEND

EXISTING RIGHT OF WAY	SS-D
SANITARY SEWER LINE	UE-D
ELECTRICAL LINE	WTR-C
8" WATER LINE	SPTRM-D
SPECTRUM LINE	ATT-D
ATT LINE	GVTC-D
GVTC LINE	GVTC
PROP GVTC LINE	SPTRM
PROP SPECTRUM LINE	ATT
PROP AT&T LINE	AT&T
DITCH FLOW LINE	
CABLE TV PEDESTAL	
ELECTRICAL MANHOLE	
SANITARY SEWER MANHOLE	
WATER VALVE	
UTILITY TO BE ADJUSTED	

- GENERAL NOTE
- EXISTING AND PROPOSED UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND FOR REFERENCE ONLY.
 - TESTHOLE INFORMATION SHOWN IS APPROXIMATE AND FOR REFERENCE ONLY.

NOTE: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORIZATION OF STEVEN C. DEAN, P.E. #83905. IT IS NOT TO BE USED FOR CONSTRUCTION

REV. NO.	DATE	DESCRIPTION



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800



DIETZ ELKHORN ROADWAY IMPROVEMENTS

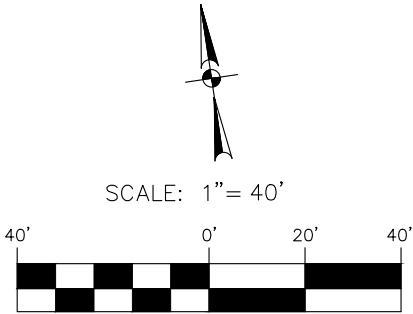
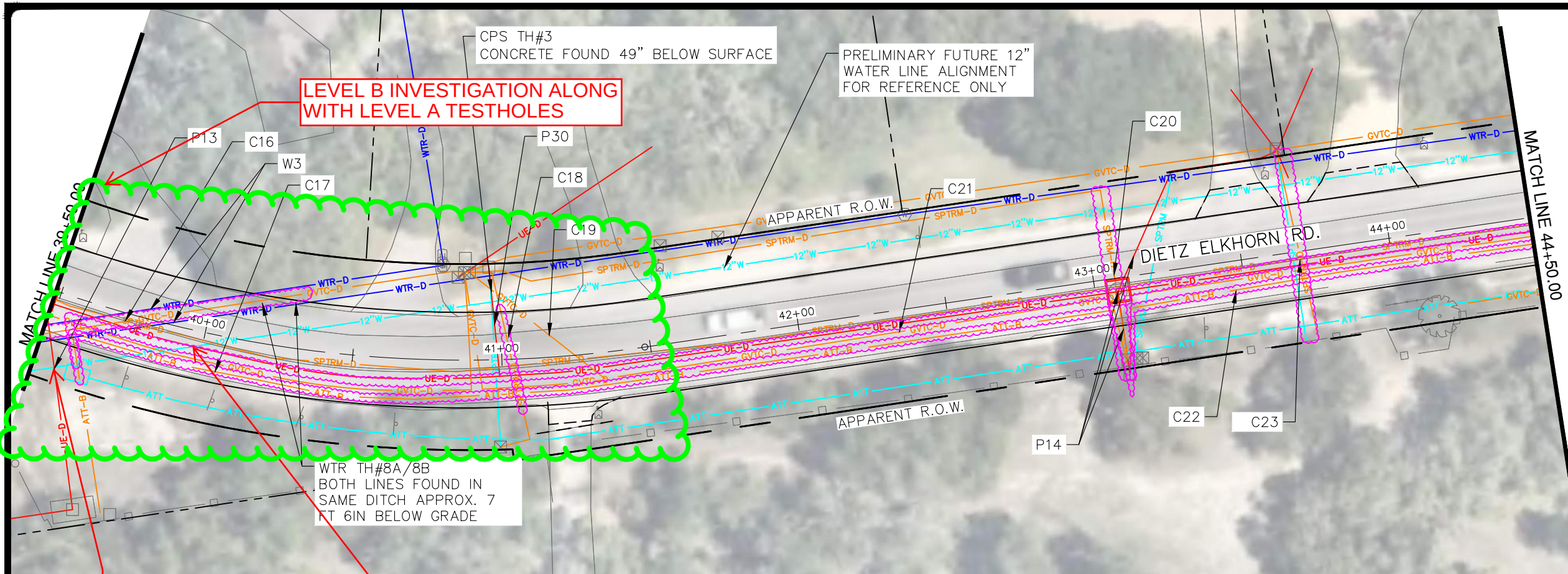
UTILITY LAYOUT PLAN FROM STA. 29+50 TO 39+50

DESIGNER: AS	DATE: SEPTEMBER 12, 2025	CITY: FAIR OAKS RANCH
CHECKED: SCD	JOB NO.	
DRAWN: JM	12692-06	SHEET NO: 115

CAUTION!!

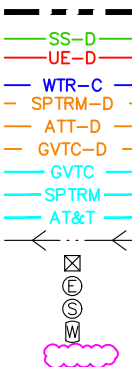
EXISTING UTILITIES ARE LOCATED WITHIN THE LIMITS OF THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL EXERCISE EXTRA CARE IN DIGGING ANY TRENCH FOR PROPOSED UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING, VERIFYING THE EXACT LOCATION AND IDENTIFYING ANY AREAS OF CONFLICTS WITH EXISTING UTILITIES AND WILL NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARE FOUND.

FOR BIDDING



LEGEND

- EXISTING RIGHT OF WAY
- SANITARY SEWER LINE
- ELECTRICAL LINE
- 8" WATER LINE
- SPECTRUM LINE
- ATT LINE
- GVTC LINE
- PROP GVTC LINE
- PROP SPECTRUM LINE
- PROP AT&T LINE
- DITCH FLOW LINE
- CABLE TV PEDESTAL
- ELECTRICAL MANHOLE
- SANITARY SEWER MANHOLE
- WATER VALVE
- UTILITY TO BE ADJUSTED



- GENERAL NOTE
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REV. NO.	DATE	DESCRIPTION

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800



DIETZ ELKHORN ROADWAY IMPROVEMENTS

UTILITY LAYOUT PLAN FROM STA. 39+50 TO 49+50

DESIGNER: AS	DATE	CITY
CHECKED: SCD	SEPTEMBER 12, 2025	FAIR OAKS RANCH
DRAWN: JM	JOB NO.	SHEET NO: 116
	12692-06	

CAUTION!!

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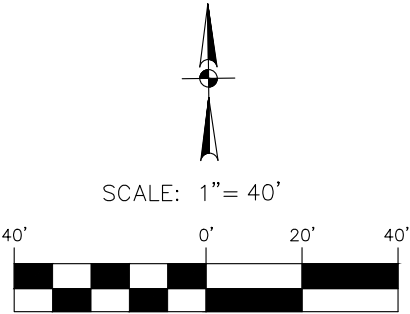
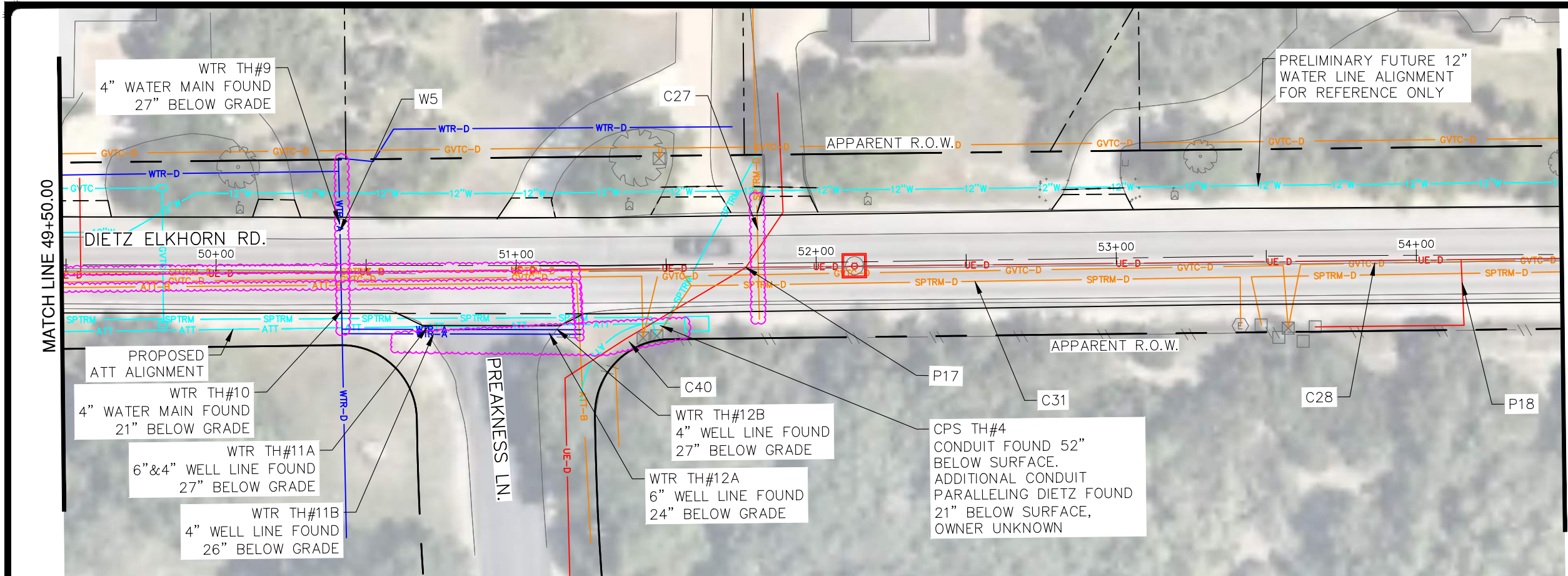
TEST HOLE 4
CPS DUCTBANK
(BTM OF DUCTBANK)

TEST HOLE 5
CPS DUCTBANK
(BTM OF DUCTBANK)

TEST HOLE 6
CPS ENERGY
(BTM OF DUCTBANK)

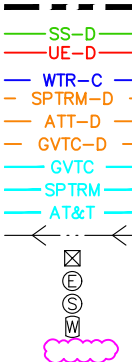
TEST HOLE 7
CPS ENERGY
(BTM OF DUCTBANK)

Date: August 13, 2024, 11:39 AM - User ID: Tate.Peters
File: P:\126 92\06 Design\Civil\Sheets\UL-12692-06.dwg



LEGEND

- EXISTING RIGHT OF WAY
- SANITARY SEWER LINE
- ELECTRICAL LINE
- 8" WATER LINE
- SPECTRUM LINE
- ATT LINE
- GVTC LINE
- PROP GVTC LINE
- PROP SPECTRUM LINE
- PROP AT&T LINE
- DITCH FLOW LINE
- CABLE TV PEDESTAL
- ELECTRICAL MANHOLE
- SANITARY SEWER MANHOLE
- WATER VALVE
- UTILITY TO BE ADJUSTED



GENERAL NOTE

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PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800



DIETZ ELKHORN ROADWAY IMPROVEMENTS

UTILITY LAYOUT PLAN FROM STA. 49+50 TO 59+50

DESIGNER: AS	DATE: SEPTEMBER 12, 2025	CITY: FAIR OAKS RANCH
CHECKED: SCD	JOB NO.	
DRAWN: JM	12692-06	SHEET NO: 117

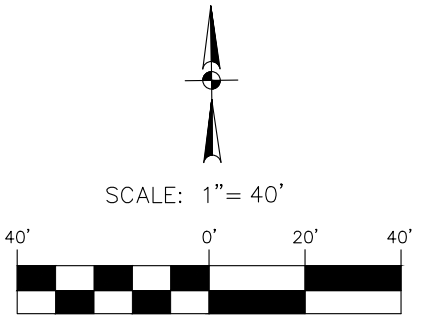
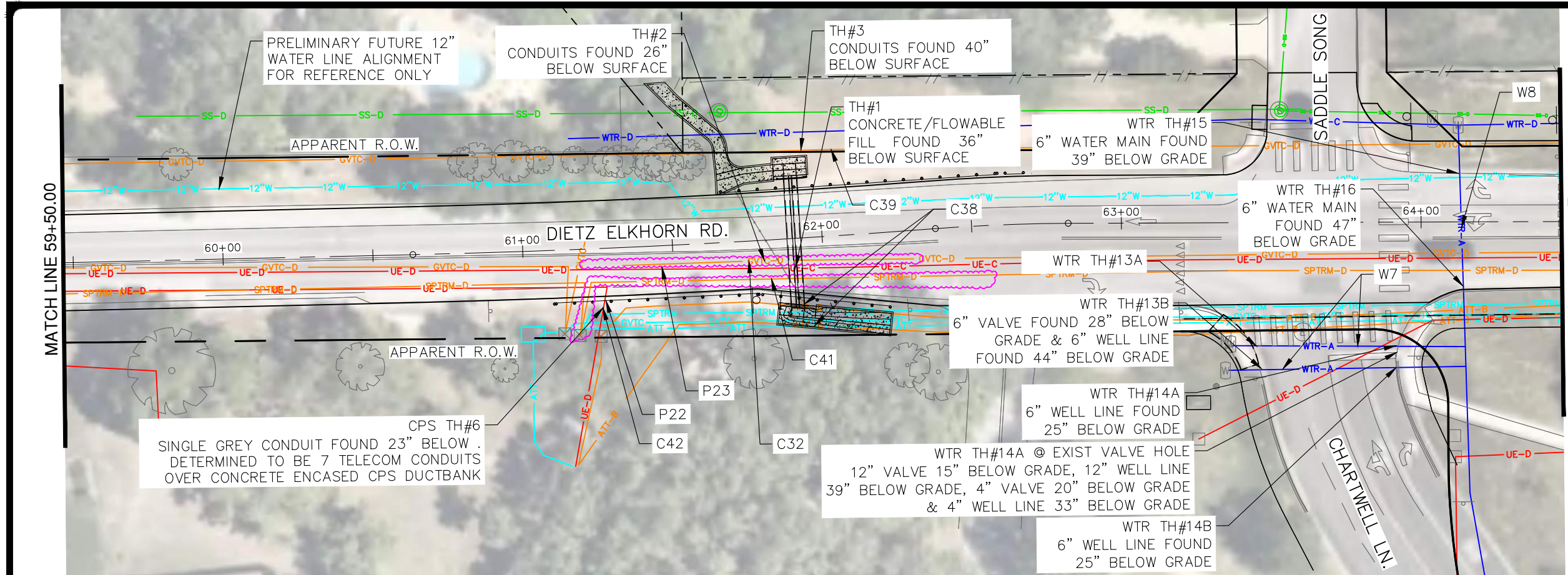
PRELIMINARY FUTURE 12" WATER LINE ALIGNMENT FOR REFERENCE ONLY

CPS TH#5 CONCRETE FOUND 46" BELOW SURFACE.

CAUTION!!

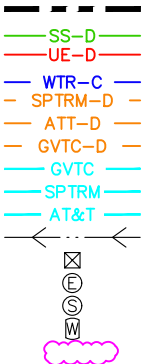
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Date: August 13, 2024, 11:39 AM - User ID: Tate.Peters
File: P:\126 92\06 Design\Civil\Sheets\UL-12692-06.dwg



LEGEND

EXISTING RIGHT OF WAY
SANITARY SEWER LINE
ELECTRICAL LINE
8" WATER LINE
SPECTRUM LINE
ATT LINE
GVTC LINE
PROP GVTC LINE
PROP SPECTRUM LINE
PROP AT&T LINE
DITCH FLOW LINE
CABLE TV PEDESTAL
ELECTRICAL MANHOLE
SANITARY SEWER MANHOLE
WATER VALVE
UTILITY TO BE ADJUSTED



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REV. NO.	DATE	DESCRIPTION

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800



DIETZ ELKHORN ROADWAY IMPROVEMENTS

UTILITY LAYOUT PLAN FROM STA. 59+50 TO 69+50

DESIGNER: AS	DATE	CITY
CHECKED: SCD	SEPTEMBER 12, 2025	FAIR OAKS RANCH
DRAWN: JM	JOB NO.	SHEET NO:
12692-06		118

CAUTION!!

EXISTING UTILITIES ARE LOCATED WITHIN THE LIMITS OF THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL EXERCISE EXTRA CARE IN DIGGING ANY TRENCH FOR PROPOSED UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING, VERIFYING THE EXACT LOCATION AND IDENTIFYING ANY AREAS OF CONFLICTS WITH EXISTING UTILITIES AND WILL NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARE FOUND.

FOR BIDDING

Attachment 3 - Basis of Compensation

This project will be **Time and Materials**, estimated as per below:

QLB Areas	Rate	Unit	Quantity	Sub-Total
Project Manager II	\$260.00	Hour	6	\$1,560.00
Graduate Engineer	\$140.00	Hour	6	\$840.00
Project Coordinator	\$125.00	Hour	6	\$750.00
Senior Technician I (CAD)	\$160.00	Hour	2	\$320.00
Technician II (CAD)	\$121.00	Hour	8	\$968.00
SUE Field Technician III	\$136.00	Hour	25	\$3,400.00
SUE Field Technician II	\$121.00	Hour	25	\$3,025.00
2 Person Survey Crew	\$190.00	Hour	10	\$1,900.00
Project Surveyor	\$198.00	Hour	3	\$594.00
Registered Professional Land Surveyor	\$215.00	Hour	2	\$430.00
Subtotal:				\$13,787.00

9 Test Holes	Rate	Unit	Quantity	Sub-Total
Project Manager II	\$260.00	Hour	10	\$2,600.00
Graduate Engineer	\$140.00	Hour	12	\$1,680.00
Project Coordinator	\$125.00	Hour	6	\$750.00
Senior Technician I (CAD)	\$160.00	Hour	2	\$320.00
Technician II (CAD)	\$121.00	Hour	10	\$1,210.00
SUE Field Technician III	\$136.00	Hour	5	\$680.00
SUE Field Technician II	\$121.00	Hour	5	\$605.00
Vac Truck w/ 2 technicians	\$370.00	Hour	45	\$16,650.00
2 Person Survey Crew	\$190.00	Hour	8	\$1,520.00
Project Surveyor	\$198.00	Hour	3	\$594.00
Registered Professional Land Surveyor	\$214.00	Hour	2	\$428.00
Permitting	\$400.00	Each	4	\$1,600.00
Traffic Control (lane closure w/ flaggers)	\$1,400.00	Each	4	\$5,600.00
Subtotal:				\$34,237.00

Total: **\$48,024.00**

Assumptions:

No working at night

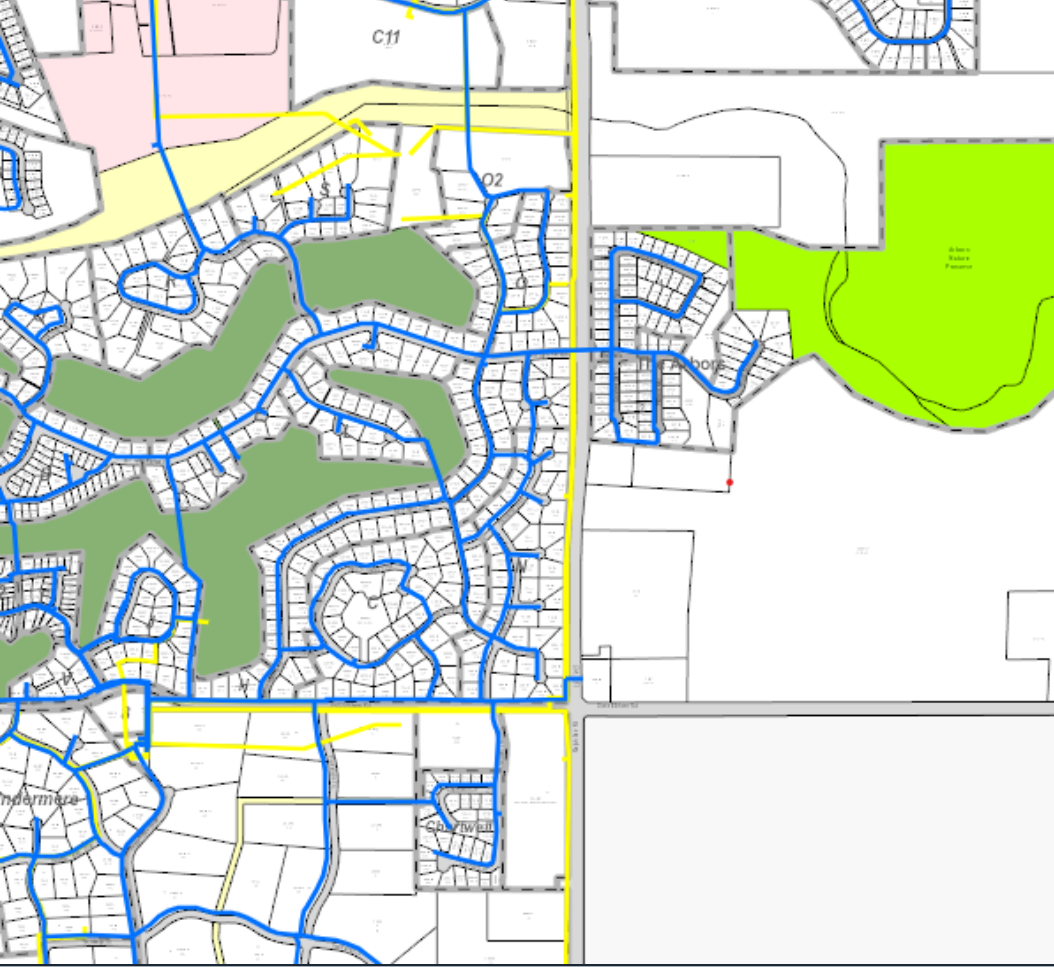
All areas not in the ROW have Right of Entry documents provided by others

All areas are accessible, no physical obstacles, excessive slope, need for matting, etc.

Test holes are assumed to be less than 10 feet deep

Excessive groundwater that requires pumping or additional shoring is not included

Specialty subgrade, base, or pavement repair would be at an additional cost.



Dietz Elkhorn Water Line Project



Grant Watanabe, P.E., CFM
Director of Public Works

Background

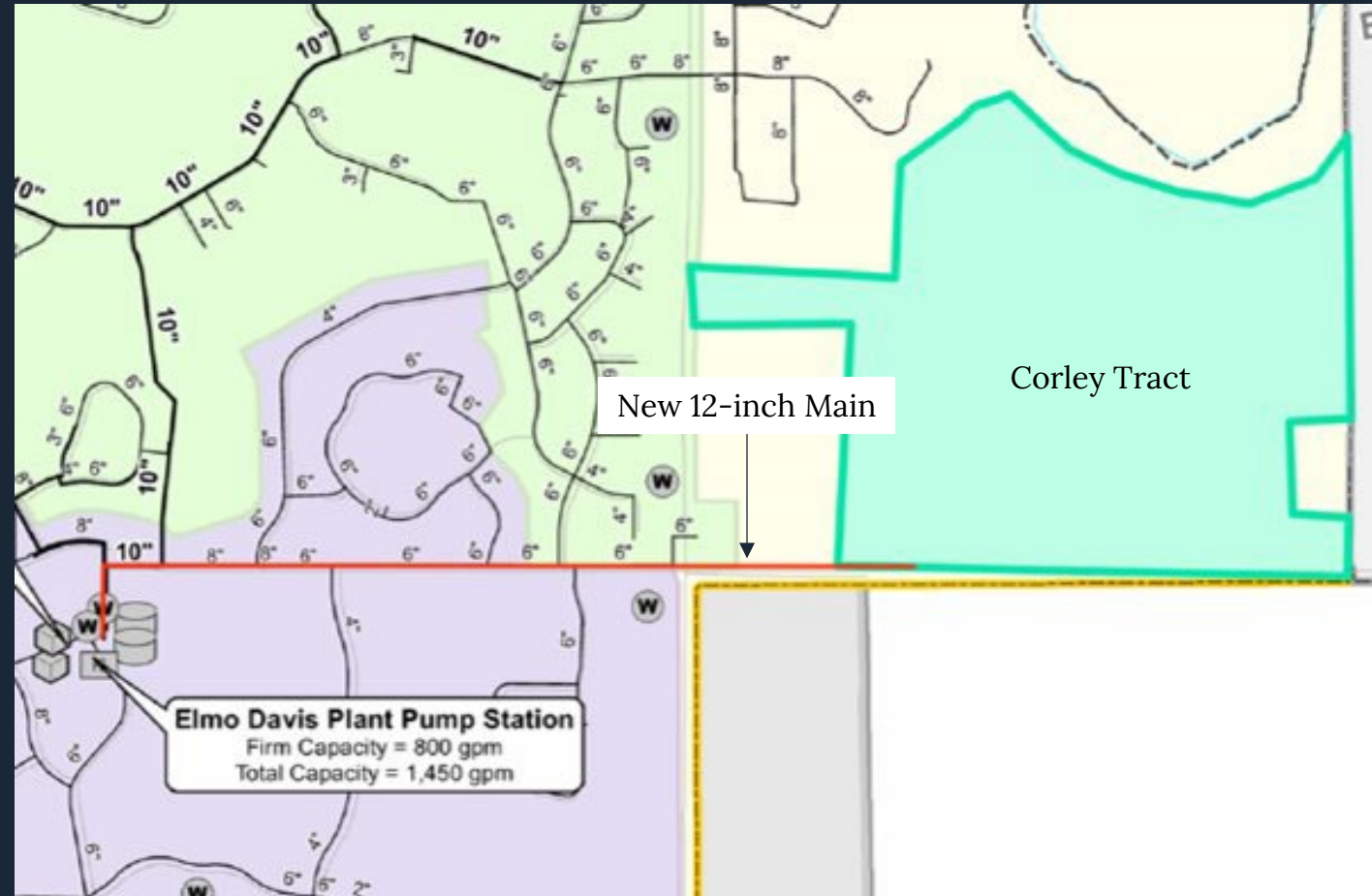


- May 1, 2025 – City Council approved a resolution authorizing the execution of a Utility Service Agreement (USA) with AD Acquisitions, LLC
- Summer/Fall 2025 – USA amended due to Developer delays in acquiring the property
- December 16, 2025 – Amended USA executed and recorded with Bexar County

Background



- New 12-inch main from Elmo Davis Water Plant to southwest corner of Corley Tract, a distance of approx. 4,565 linear feet
- Sized to serve all adjacent parcels on the eastern side of the City
- City and Developer to cost-share all project-related expenses (75% City and 25% Developer)
- City to joint-bid water main with Dietz Elkhorn (East) Reconstruction project to avoid trenching through new road



USA Terms - Dietz Elkhorn Water Line Project



- The City will lead design and construction of the Dietz Elkhorn Water Line Project
- The Developer shall pay their cost-share for the design of the Dietz Elkhorn Water Line Project within 15 days of executing the agreement
- The Developer shall pay their cost-share for construction of the Dietz Elkhorn Water Line Project within 15 days after the City determines the apparent awardee and final bid amount
- The developer may terminate the agreement if clear title to the property is not obtained when the City is ready to execute the construction contract
- The City is not obligated to refund any payments made by the developer prior to termination

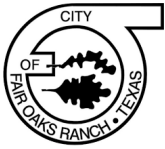
Cost and Schedule



- Engineering
 - Total fee: \$156,809
 - City cost: \$117,606.75
 - Developer cost: \$39,202.25
- Construction
 - Total cost: \$1.8 million (estimate)
 - City cost: \$1.35 million (estimate)
 - Developer cost: \$0.45 million (estimate)
- Schedule
 - 3 months for design, permitting and preparation of bid documents
 - Procurement (joint-bid with Dietz Elkhorn Road Reconstruction)
 - Construction (coincides with Dietz Elkhorn Reconstruction phases)



Questions?



CITY COUNCIL WORKSHOP CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: 2026 Strategic Plan Update
 DATE: January 15, 2026
 DEPARTMENT: Administration
 PRESENTED BY: Jim Williams, MBA, ICMA-CM, Assistant City Manager

INTRODUCTION / BACKGROUND:

In December 2025, the City entered into a professional services agreement with The Mejorado Group to provide consulting and facilitation services for the City's 2026 Strategic Planning effort. Since early December, staff has coordinated planning schedules with internal and external stakeholder groups, with the goal of adopting a strategic plan by May 2026 to inform decision-making for the FY 2026–27 operating budget.

The strategic planning effort is organized into five sequential phases, designed to move from initial engagement and discovery to the development and adoption of a City Council–approved strategic plan.

Phase One – Initiation

The Initiation Phase includes post-contract award administrative tasks and coordination between the consultant and the City Manager's Office to finalize schedules, logistics, and resources needed to execute the work plan. This phase is anticipated to conclude during the first week of January 2026.

Phase Two – Engagement and Discovery

Phase Two focuses on gathering input from key internal and external groups through a combination of confidential one-on-one interviews, stakeholder meetings, employee focus groups, a special City Council meeting & work session, and open, town hall-style community meetings. The purpose of this phase is to elicit perspectives on City operations, service levels, challenges, and future opportunities. Community and stakeholder engagement during this phase is critical to establishing the foundation for subsequent strategic direction-setting. This phase is anticipated to conclude by the end of January 2026.

Phase Three – Issue Identification and Analysis

During Phase Three, the consultant will lead the Steering Committee, which includes members of the selection committee and staff, to analyze themes and trends emerging from engagement activities and supporting data. The outcome of this phase is the identification of strategic issues related to the City's mission and values, expected service levels, organizational capacity, and financial and management structure.

Phase Four – Draft Plan Development

Phase Four focuses on developing a shared understanding of the City’s desired future state, how the organization will operate to achieve that future, and the framing of initial strategic priority areas (pillars, goals, and objectives). This work will primarily be done by the Steering Committee in February and March 2026. These elements will be compiled into a DRAFT Strategic Plan for review.

Phase Five – Review and Adoption

The final phase includes presentation of the DRAFT Strategic Plan to the City Council, incorporation of Council direction, and preparation of a final plan document for adoption by resolution. Adoption is anticipated in May 2026, allowing the plan to inform the FY 2026–27 budget development process.

Meetings and Workshops

Date & Time	Workshop	Open To	Workshop Goal
December & January	One-on-One Interviews	City Council Members, Appointed Officials, Department Heads	Gain candid insight into operational strengths, challenges, risks, and opportunities to inform the environmental scan and early emergence of strategic priorities.
January 20, 2026 9:00am–11:00am	Stakeholder Meeting	Key Stakeholders	Gather focused input from key community and regional stakeholders to understand external perspectives, partnership considerations, and priority issues that may influence the City’s strategic direction and long-term success.
January 20, 2026 (all day)	Employee Focus Group Meetings	Employees	Create a structured and open forum for employees to share candid perspectives, experiences, and considerations. Feedback gathered will help the consultant gain a deeper understanding of departmental needs, challenges, and opportunities, ensuring that strategic recommendations are informed by employee voices and grounded in operational realities.
January 20, 2026 1:00pm–3:00pm	Community Open House	All Residents	Provide an open forum for residents to learn about the strategic planning effort, share perspectives, and identify priorities, concerns, and

			aspirations.
January 20, 2026 7:00pm–9:00pm	Community Open House	All Residents	Same as above (alternate time to increase accessibility).
January 21, 2026 2:00pm–4:00pm	Steering Committee Meeting	Steering Committee	Establish a shared understanding of the planning purpose, process, roles, expectations, and decision-making norms.
January 21, 2026 5:30pm–8:30pm	City Council Special Meeting / Kick-off Work Session	All Residents	Orient the City Council and the public to the planning process, timelines, and emerging themes, and provide an opportunity for Council members to publicly share priorities and aspirations.
February 18, 2026 9:00am–4:00pm	Steering Committee Work Session	Steering Committee	Review community input and organizational data and confirm strategic direction and priority areas.
February 19, 2026 9:00am–4:00pm	Steering Committee Work Session	Steering Committee	Continued strategic analysis and framework development.
March 11, 2026 9:00am–4:00pm	Steering Committee Work Session	Steering Committee	Refine goals and strategies and guide development of a near-final draft strategic plan.
March 12, 2026 9:00am–4:00pm	Steering Committee Work Session	Steering Committee	Continued draft development and alignment.
April 2, 2026 6:30pm	City Council Work Session	All Residents	Review and refine the near-final DRAFT Strategic Plan.
May 7, 2026 6:30pm	City Council Meeting	All Residents	Adopt the 2026 Strategic Plan by resolution.

Teams and Roles:

Team	Membership	Role
Steering Committee	Select group of elected officials and senior staff leaders with deep knowledge of the City's internal operations, governance structure, and community context.	Provide leadership and oversight for the strategic planning process, guiding the development, refinement, and alignment of the near-final draft plan to ensure it is practical, cohesive, and responsive to

		community priorities.
Stakeholder Group	Individuals and organizations with a direct interest in, influence on, or impact from City services, policies, and long-term outcomes; membership is by invitation.	Provides external perspective, operational insight, and regional context to inform the City's strategic planning and decision-making but does not exercise governing or policy-making authority.

Next Steps:

One-on-one interviews with the consultant are nearing completion. The next major engagement activities will occur on January 20–21, 2026, including employee focus groups, community open houses, stakeholder meetings, a Steering Committee session, and a City Council work session.

The Steering Committee will participate in four full-day of facilitated work sessions during February and March 2026 to analyze input, confirm strategic priorities, and develop the DRAFT Strategic Plan. Based on this work and earlier engagement efforts, the DRAFT plan will be presented to City Council at the April 2, 2026 work session for review and refinement. Final adoption is anticipated at the May 7, 2026 City Council meeting.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

A new strategic plan will be used to inform decision making in the budget preparation and approval process.

LONGTERM FINANICAL AND BUDGETARY IMPACT:

None.

Strategic Plan Project Update

Council Work Session

January 15, 2026



Jim Williams, MBA, ICMA-CM
Assistant City Manager

Project Update



Agenda for tonight:

1. Methodology, schedule & engagement approach
2. Council questions & feedback

Strategic Action Plan – Methodology



- ✓ Five-Phase Planning Framework
- ✓ Facilitated by: The Mejorando Group
- ✓ Goal: adopted plan by early May 2026

Five-Phase Planning Framework



Five-Phase Planning Framework



December,
early January



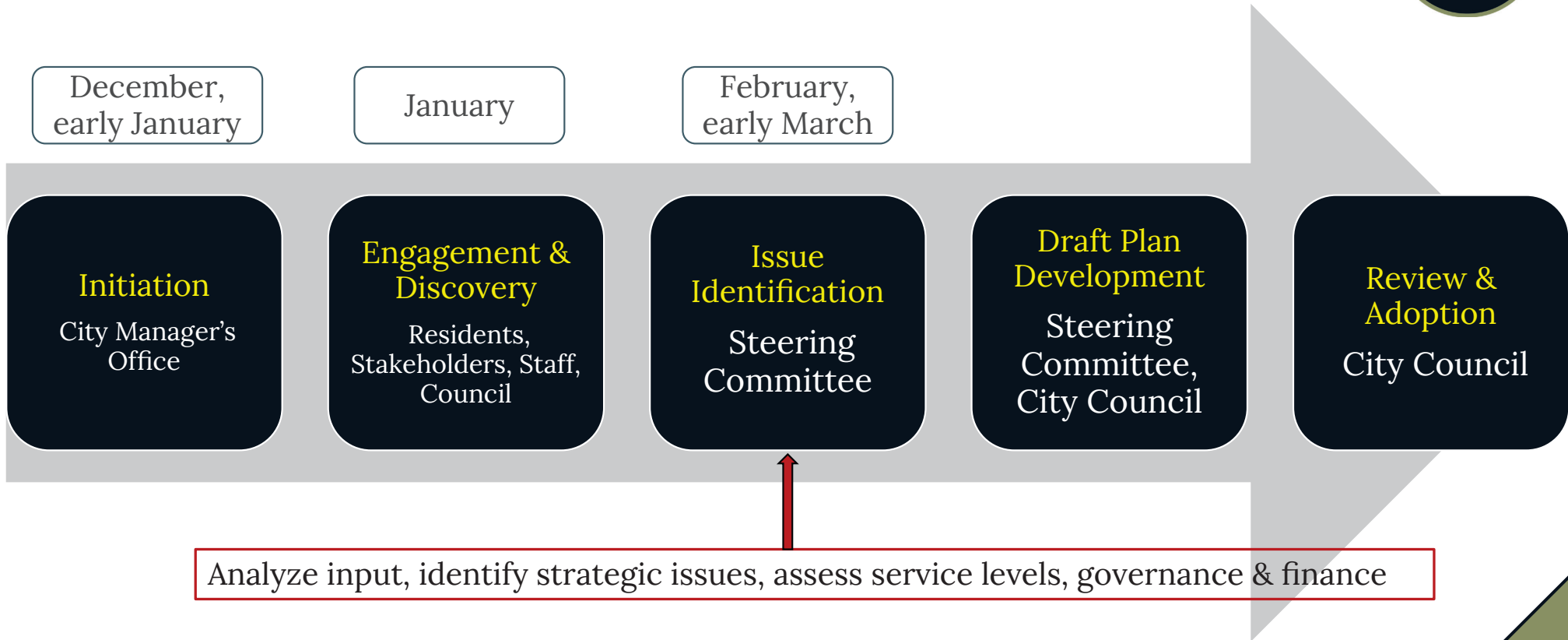
City of Fair Oaks Ranch

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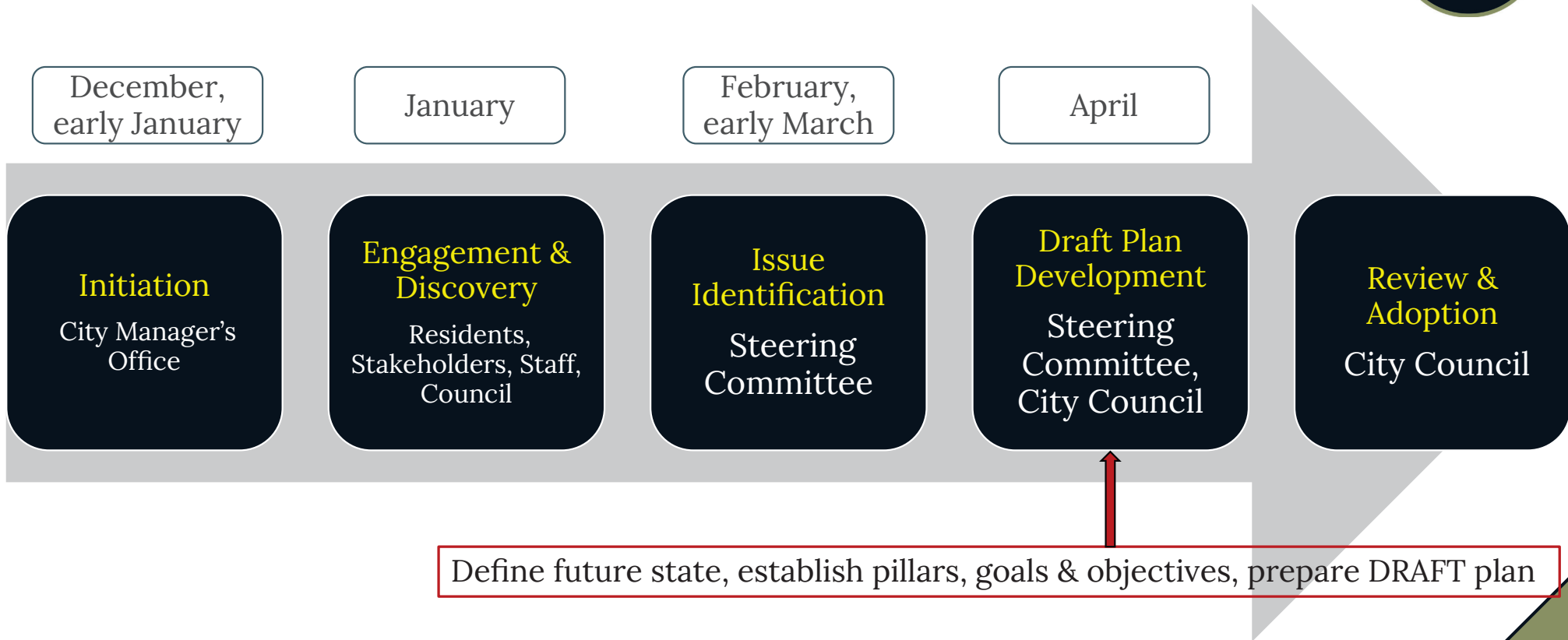
Five-Phase Planning Framework



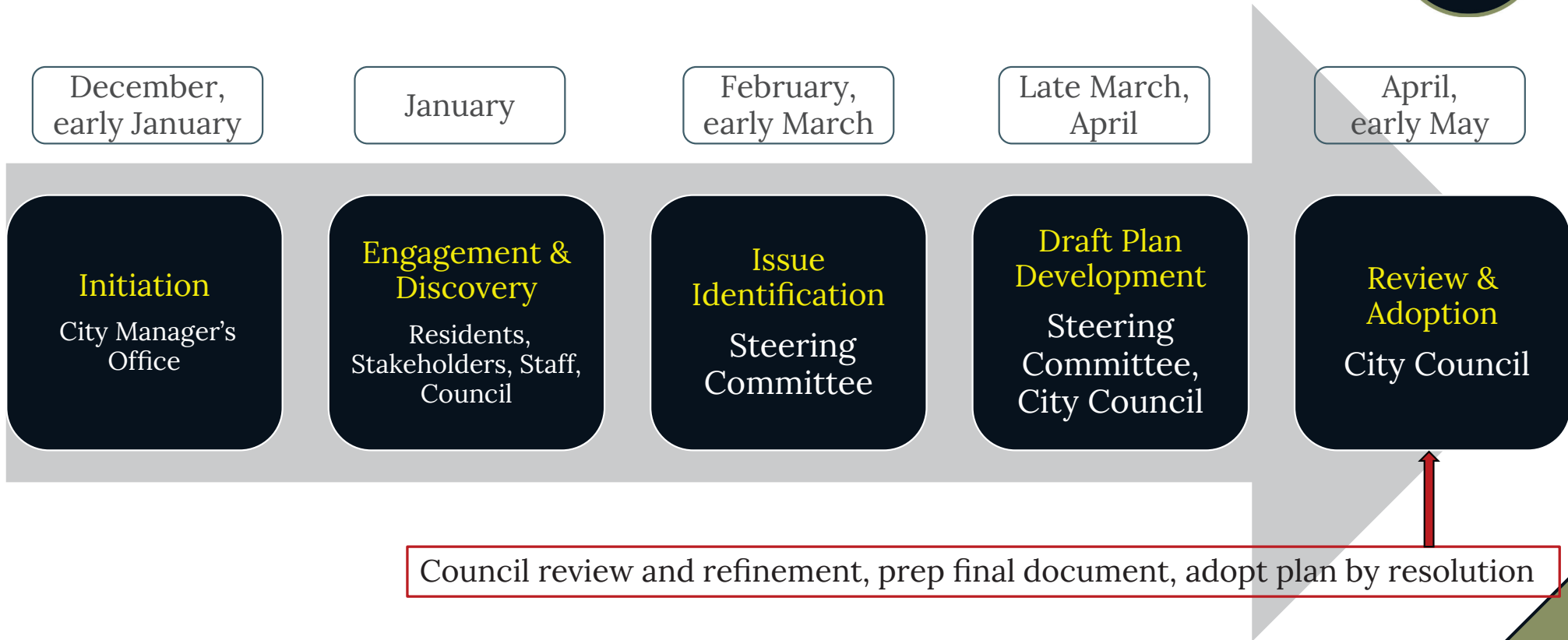
Five-Phase Planning Framework



Five-Phase Planning Framework



Five-Phase Planning Framework



City of Fair Oaks Ranch

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January 20th and 21st Engagements



Will cover a lot of ground!

- Stakeholder meeting
- Employee Focus Groups meetings
- Two community open houses
- Steering Committee work session
- City Council kick-off work session

Steering Committee Members & Role



Membership

Select group of elected officials and senior staff leaders with deep knowledge of the City's internal operations, governance structure, and community context.

Role

Provide leadership and oversight for the strategic planning process, guiding the development, refinement, and alignment of the near-final draft plan to ensure it is practical, cohesive, and responsive to community priorities.

Stakeholder Committee Members & Role



Membership

Individuals & organizations w/direct interest in, influence on, or impact from City services, policies, and long-term outcomes; membership is by invitation.

Role

Provides external perspective, operational insight, and regional context to inform the City's strategic planning and decision-making but does not exercise governing or policy-making authority.

Employee Focus Group Members & Role



Membership
Staff.

Role

Share candid perspectives, experiences, and considerations to inform the planning process. Feedback gathered will help gain a deeper understanding of operational needs, challenges, and opportunities, ensuring that strategic recommendations are informed by staff experience and grounded in operational realities.

Sneak Peek – Online Engagement Page



2026 Strategic Action Plan

Fair Oaks Ranch is at an exciting juncture of growth and opportunity, and we value the voices of all our residents in shaping the path forward. To ensure we remain a thriving, vibrant community, the city is conducting a series of conversations to better understand what you love most about our town, the challenges we collectively face, and how we can address them.

This effort is designed to reflect the unique character of Fair Oaks Ranch, and your input is vital to ensure our planning aligns with the values and aspirations of those who call it home. Your feedback will play an essential role in helping city leadership craft a forward-thinking, solutions-oriented plan for our future. By sharing your perspectives, ideas, and experiences, you contribute directly to the development of strategies that will guide government priorities and community investments.

We encourage residents to actively participate in this process, as the decisions we make together today will shape Fair Oaks Ranch for years to come.

What to expect:

Throughout the first half of 2026, there will be multiple ways for you to share your voice, whether in person or online via our new ZenCity Engagement Portal.

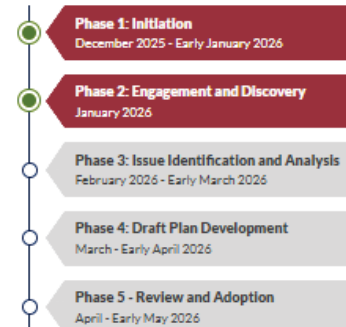
Phase 1 & 2: Initiation and Engagement & Discovery

- Launch of Engagement Portal: Starting January 16, residents can access our ZenCity

"We believe it's very important to get resident input as we update the strategic action plans, so please help us and provide comments on what it is to keep Fair Oaks Ranch special into the future."

Greg Maxton
Mayor

PROJECT PHASES



IMPORTANT DATES

January 20, 2026

Shape Our Future Together: Strategic Action Plan Open House

Join us for our first community open house to help kick off the Fair Oaks Ranch Strategic Action Plan. This is your opportunity to share what you love about our city and discuss the challenges we face as we grow. Resident perspectives are the foundation of this plan, and we want to ensure our future reflects the unique character and values of the people who live here.

When: January 20, 2026 | 1:00 PM - 3:00 PM & 7:00 PM - 9:00 PM

Where: Fair Oaks Ranch Police Department Training Room

What to Expect: Interactive stations, direct conversation with city leadership, and a chance to provide feedback on community priorities.

Stay Informed

Get notified on upcoming engagements and the latest project related news.

Sign up for notifications



City of Fair Oaks Ranch

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Sneak Peek – Online Engagement Page



1st On-Line Engagement Questionnaire

Are you a resident of Fair Oaks Ranch?*

What do you enjoy the MOST about living in Fair Oaks Ranch?*

What do you enjoy the LEAST about living in Fair Oaks Ranch?*

Where do you see challenges for Fair Oaks Ranch in the future?*

Where do you see the City of Fair Oaks Ranch in 20 years?*

What top FIVE priorities should Fair Oaks Ranch focus on? List them below.*

Sneak Peek – Online Engagement Page



1st On-Line Engagement Questionnaire

Are you a resident of Fair Oaks Ranch?*

What do you enjoy the MOST about living in Fair Oaks Ranch?*

What do you enjoy the LEAST about living in Fair Oaks Ranch?*

Where do you see challenges for Fair Oaks Ranch in the future?*

Where do you see the City of Fair Oaks Ranch in 20 years?*

What top FIVE priorities should Fair Oaks Ranch focus on? List them below.*

We'll organize responses together into groups that represent similar topics or ideas.

Will combine these responses and groupings with other responses to identify emerging major strategic themes.



Questions?



CITY COUNCIL WORKSHOP CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Compensation and Classification Study — Proposed Personnel Policy Changes

DATE: January 15, 2026

DEPARTMENT: Human Resources

PRESENTED BY: Joanna Merrill, PSHRA-SCP, Director of Human Resources

INTRODUCTION / BACKGROUND:

In March 2025, the City of Fair Oaks Ranch engaged Evergreen Solutions, LLC to conduct a comprehensive Compensation and Classification Study aimed at modernizing the City's compensation system, strengthening internal equity, enhancing external competitiveness, and supporting long-term workforce sustainability.

Throughout the project, the City Council took deliberate, phased actions to align the City's compensation framework with best practices and prevailing market standards. In April 2025, City Council adopted the benchmark peer organizations that formed the foundation of the analysis. In July, the City Council approved the 50th percentile of the market as the City's target pay placement, balancing competitiveness with fiscal responsibility. In August, the City Council adopted the "Minimum Plus One Step" methodology, establishing a 30-step pay structure with 1.5 percent progression between steps. And, in September, the City Council approved the FY 2025–26 General Government and Public Safety Pay Schedules, formally implementing the first phase of the new compensation structure.

Finally, the City Council adopted the Compensation and Classification Study Final Report and associated exhibits on November 20, 2025. The final report consolidates the findings and outlines recommendations across five key areas: Benefits, Job Classifications, Compensation, Performance Evaluations, and System Administration. Together, these recommendations form a framework designed to maintain a competitive and equitable compensation system while reinforcing the City's values of fiscal responsibility, organizational excellence, and employee development.

The next set of recommendations presented for City Council discussion focuses on personnel policy updates related to: (1) administration of the Classification and Compensation Plan, (2) a proposed paid parental leave benefit, and (3) a proposed tuition reimbursement program. The City Council discussed these recommendations on November 6, 2025 in a workshop about the final report.

Classification and Compensation Plan System Administration

The study recommends formalizing the ongoing administration of the City's classification and compensation systems through clear, consistent guidelines. **Exhibit A** is a proposed amendment to Chapter 1 (General Policies) of the City's Personnel Policies Manual to add

Section 1.10, **Classification and Compensation Administration**, which would:

1. Require the City Manager's Office to conduct a Classification, Compensation, and Benefits Review at least once every three (3) to five (5) years.
2. Require salary placement and modification decisions to be made in accordance with the adopted Classification and Compensation Plan.
3. Establish a structured approach for Annual Cost-of-Living Adjustments (COLA) based on the Consumer Price Index (CPI-U), Southwest Region, as published by the U.S. Bureau of Labor Statistics, as follows:
 - **Administrative Application:** When CPI-U is between 0.0 percent and 3.0 percent, the City Manager may implement a COLA administratively.
 - **Limited Market Check:** When CPI-U exceeds 3.0 percent but is less than 5.0 percent, the City Manager will validate a proposed COLA through a limited peer market review and notify City Council via memorandum placed on the next City Council agenda.
 - **Exceptional Review:** When CPI-U exceeds 5.0 percent, the City Manager will bring a consideration item to City Council outlining recommended options.

Paid Parental Leave

The study recommends implementing a paid parental leave program to support employee well-being, family bonding, and workforce retention. Attached as **Exhibit A** is a proposed amendment to Chapter 8 (Leave) of the Personnel Policies Manual to add Section 8.07, **Paid Parental Leave**, which would:

1. Supplement leave available under the Family and Medical Leave Act (FMLA).
2. Provide eligible employees up to six (6) weeks of Paid Parental Leave in connection with the birth, adoption, or foster care placement of a child. This leave would run concurrently with FMLA and must be associated with an FMLA-qualifying event.
3. Allow employees who are not eligible for FMLA to qualify for Paid Parental Leave if they have at least six (6) months of continuous full-time employment with the City.
4. Permit each eligible parent to receive up to six (6) weeks of Paid Parental Leave if both parents are employed by the City.

Tuition Reimbursement Program

The study also recommends implementing a tuition reimbursement program to support professional development and workforce capability. Attached as **Exhibit A** is a proposed amendment to Chapter 17 (Professional Development) of the Personnel Policies Manual to add Section 17.04, **Tuition Reimbursement Program**, which would:

1. Limit eligibility to coursework or degree programs that enhance job-related knowledge and skills.
2. Require a minimum of one (1) full year of City service to participate.
3. Provide reimbursement of up to \$2,500 per academic semester, not to exceed \$5,000 per calendar year, for approved tuition, mandatory fees, books, and learning materials.
4. Require successful course completion with a grade of "C" or better, proof of payment, and prior approval by the Department Director and Human Resources.
5. Require employees who voluntarily separate from City employment within twenty-

four (24) months of receiving tuition reimbursement to repay the City on a prorated basis.

Next steps

Following this work session, staff will refine the proposed policy language based on City Council direction and prepare a resolution for formal consideration at the February 5, 2026, Regular City Council Meeting.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

- Promotes transparency, consistency, and fairness in the City's compensation system.
- Strengthens staffing sustainability and supports long-term workforce development.
- Consistent with Strategic Action Plan Priority 5.1 to Evaluate and Implement Key HR Programs That Promote Organizational Design and Development

LONGTERM FINANCIAL AND BUDGETARY IMPACT:

The fiscal impact is minimal. Any costs associated with this item can be absorbed within the existing training budget and through savings generated by current personnel vacancies. No additional appropriations are required.

1.00 GENERAL POLICIES

1.01 AUTHORITY

01.01.01 These policies are established by the City Council. Amendments, revisions, or the addition of new policies must be approved by the City Council.

01.01.02 This personnel policy manual replaces and supersedes any and all personnel policies previously adopted, individually or as a set of policies, by the City Council.

01.01.03 The City Manager may adopt administrative procedures that complement these policies for specific operational or personnel issues, so long as the administrative procedures do not conflict with, undermine or diminish these personnel policies.

01.01.04 Department heads may establish procedures for specific personnel issues in their departments, so long as department procedures do not conflict with City Council approved policies. If there is a conflict between a Department procedure and City Council approved policies, the terms of the City Council approved policies shall prevail. Department policies must be reviewed by the Human Resources Director and approved by the City Manager.

1.02 SEVERABILITY

The provisions of these policies are severable. If any provision or part of a policy or procedure is held invalid, illegal, or unenforceable this shall not affect the validity of the remaining provision or parts of the provisions, which shall remain in force and effect. Changes in state or federal law or regulations will supersede these policies and/or departmental policies from the effective date of the law or regulation forward.

1.03 PROMULGATION AND ADMINISTRATION

1.03.01 The City Manager will ensure the implementation, enforcement, and day-to-day administration of City policies. The City Manager may delegate authority to appropriate staff, including Department Heads, to act on City Manager's behalf in the administration of City policies.

1.03.02 With the exception of matters of appointments and other personnel actions reserved to the City Council by statute, final authority, in the form of review and approval, is reserved to the City Manager with regard to all personnel matters and subjects covered by these policies.

1.04 PURPOSE

These policies set forth guidelines for the City and are the primary rules governing employment and operating procedures within the City. The policies contained herein inform employees of the benefits and obligations of employment with the City. They have been prepared and adopted in order to promote consistent, equitable, and effective practices by both employees and supervisors which will result in high quality public service to the citizens

of Fair Oaks Ranch.

The Personnel Policies Manual is a general guide, and the provisions of this manual do not alter the at-will employment relationship or constitute an employment agreement, contract, or a guarantee of continued employment. The City of Fair Oaks Ranch reserves the right to change the provisions of this manual at any time and without prior notice. The provisions contained in this manual are applicable to all employees. Any promises which conflict with the provisions of this manual are effective only if in writing and signed by the City Manager.

1.05 DISSEMINATION OF PERSONNEL POLICIES

1.05.01 The Human Resources Department will maintain current and prior approved versions of the manual. A copy of the most recently approved manual will be available to all employees on the City's Intranet site.

1.05.02 At time of hire, new employees will acknowledge they have reviewed the personnel policies manual and return the acknowledgement to the Human Resources Department.

1.06 TERMS SUBJECT TO APPROPRIATION

1.06.01 All terms, conditions, benefits, and provisions outlined in the personnel policies manual are subject to the availability of funds and annual appropriation by the City Council. Nothing in this manual shall be construed as a guarantee of funding or continued financial obligation beyond appropriations made by the City Council.

1.06.02 The City provides a comprehensive benefits package to eligible employees as approved and budgeted for by the City Council. These benefits may include medical, dental, and vision insurance; short- and long-term disability coverage; a Section 125 flexible spending plan for qualified healthcare expenses; contributions to a retirement plan; basic life and accidental death and dismemberment insurance; voluntary life and accidental death and dismemberment insurance; and access to a voluntary 457(b) deferred compensation plan. The Human Resources Department will maintain a current schedule of City-provided benefits on the Intranet portal for employee reference.

1.07 SMOKING AND TOBACCO USE

Smoking, tobacco use, and vaping is prohibited within City facilities and vehicles.

1.08 INSPECTION AND REASONABLE SEARCHES

1.08.01 Employees entering City property will constitute consent by the employee to searches at any time if a reasonable suspicion exists that weapons, alcohol, prohibited drugs, or drug paraphernalia may be found.

1.08.02 The City reserves the right to make searches of employee lockers, offices, cabinets and desks during the course and scope of their employment and while located on

Exhibit A

City property. Searches will be based on reasonable suspicion of non-compliance with City policies or investigation into misconduct. The use of privately owned padlocks or other locking mechanisms of City property is prohibited. If need be, locks will be provided by the City.

1.08.03 An employee that is found to have unauthorized possession of property or is found in possession of open alcoholic beverage containers, illegal drugs, or illegal drug-related paraphernalia on City property may be subject to disciplinary action.

1.09 WEAPONS BANNED

1.09.01 The City prohibits the carrying or possessing of weapons by any employee who is not a licensed police officer while in City-owned facilities or vehicles. Employees are prohibited from carrying or possessing a weapon while performing City services or while engaged in City business.

1.09.02 Weapons include general categories of guns, knives, explosives and other items of combat that if used could reasonably be expected by the City to inflict harm upon another.

1.10 CLASSIFICATION AND COMPENSATION ADMINISTRATION

1.10.01 Classification, Compensation, and Benefits Review. The City Manager shall ensure that a comprehensive classification, compensation, and benefits study is completed at least once every three (3) to five (5) years to evaluate internal equity, external market competitiveness, and the overall structure of the City's compensation and benefits programs. The resulting recommendations will inform updates to the City's adopted compensation plan and related administrative directives.

1.10.02 Consistency With Adopted Compensation Plan. All salary placement, pay movement, and related administrative decisions shall be made in accordance with the adopted compensation plan structure and any associated policies or administrative directives. The City Manager shall maintain and update such directives as necessary to ensure consistency, transparency, and equity in pay administration across departments.

1.10.03 Annual Cost-of-Living Adjustments (COLA). The City will review annual cost-of-living salary and wage adjustments based on the **Consumer Price Index (CPI), Southwest Region**, as published by the U.S. Bureau of Labor Statistics. The following guidelines will apply to annual COLA determinations:

1. Administratively Apply. When the CPI-U indicates a movement of 0.0% to 3.0%, the City Manager may implement the adjustment administratively. A summary table of CPI-U data shall be published as documentation of due diligence.
2. Limited Market Check. When the CPI-U indicates a movement of greater than 3.0% and up to 5.0%, the City Manager shall validate the proposed adjustment through a limited review of peer organizations to confirm market consistency. Prior to implementation, the City manager shall notify City Council via memorandum placed on a Regular City Council meeting agenda.
3. Exceptional Review. When the CPI-U indicates a movement of greater than 5.0%,

Exhibit A

the City Manager shall prepare a City Council Consideration item detailing a recommended approach, which may include a deferred or phased adjustment.

1.10.04 Authorization of Salary Placement Decisions. The City Manager is authorized to approve employee placement on the salary tables, including determinations for new hire placements, promotions, demotions, reclassifications, or other exceptional placement considerations. All salary placement decisions shall comply with the adopted compensation plan, administrative directives, and applicable laws and regulations.

1.11 SUGGESTED CHANGES

1.11.01 The City may revise, change, or terminate policies or procedures at any time, with or without notice and upon City Council approval.

1.11.02 The City Manager will regularly review these policies and submit any necessary or recommended changes to the City Council for approval. Employees will be provided with notice of approved changes within a reasonable amount of time of City Council adoption.

1.11.03 Employees are encouraged to make constructive suggestions for improvements to these policies or working conditions in writing to the City Manager for consideration.

Exhibit A

8.00 LEAVE

8.01 GENERAL POLICY

Leave is a benefit intended to provide employees time away from the work environment to pursue activities that will promote the wellbeing of the employee. Use of leave benefits on a regular basis is encouraged and shall not be unreasonably denied. Violations of this policy may result in disciplinary action.

8.02 DEFINITIONS

Initial Employment Period is a period of six months commencing with the employee's first day of employment.

Leave Time is either sick leave, vacation leave, bereavement leave, administrative leave, FMLA leave, or military leave. Leave time is time during normal working hours in which an employee is not in the work center and does not engage in the performance of job duties. Leave time may be either paid or unpaid.

Paid Leave is the authorized time off from work that an employee is compensated for, even though they are not actively working.

Paid Parental Leave is employer-provided, compensated time off for employees to care for and bond with a newborn, newly adopted, or newly placed foster child. It provides up to six (6) weeks of paid leave per qualifying event, may be taken within twelve (12) months of the child's birth or placement, and is available in addition to any leave granted under the federal Family and Medical Leave Act (FMLA). Paid Parental Leave is available to all eligible employees, regardless of gender.

Unpaid Leave is an authorized time off from work where an employee does not receive regular wages or salary during the absence. Unpaid leave is typically used when an employee has exhausted their paid leave options.

Sick Leave is the authorized time off from work that an employee can take when they or a qualified member of household are ill, injured, or need medical care such as doctor's appointments or recovery from a medical procedure.

Vacation Leave is the authorized time off from work that an employee takes for personal rest, relaxation, or travel.

FMLA is job protected unpaid leave under the Family and Medical Leave Act.

Military Leave is job-protected leave under the Family and Medical Leave Act for eligible employees with family members in the military. It includes two types of leave: Qualified Exigency Leave or Military Caregiver Leave.

Administrative Leave is a temporary authorized absence from work. Administrative Leave

Exhibit A

can be either paid or unpaid.

Leave of Absence is an approved period of time, typically in weeks or months, that an employee takes off from work, either in paid or unpaid status.

Excused Absence - Those hours or days when an employee is excused from being present during work time. Examples include vacation, sick, holiday, civil duty, etc. An excused absence may be with or without pay, depending on the circumstances that led to the absence.

Unexcused Absence - Those hours or days when the employee is absent from regular duty without permission of their Department Head. Employees are not paid for unauthorized absences, and such absences are subject to disciplinary action. Examples include tardiness; unauthorized absence, absence resulting from detention in a county, state or federal prison, etc.

8.03 APPROVAL OF LEAVE

8.03.01 Sick and Vacation Leave must be approved by the employee's supervisor.

8.03.02 Supervisors are responsible for verifying employees have adequate leave balances before approving leave.

8.04 VACATION LEAVE

8.04.01 Vacation leave accrues at the following rate for regular full-time employees:

Length of Service	Accrual Rate (hours per pay period)	Annual Accrual
0 to 5 years of service	4.62 hours/PP	120 hours
6 to 10 years of service	6.16 hours/PP	160 hours
11 to 15 years of service	7.70 hours/PP	200 hours
16 to 20 years of service	9.23 hours/PP	240 hours
21+ years of service	10.77 hours/PP	280 hours

8.04.02 Temporary and part-time employees do not earn vacation leave.

8.04.03 Employees in unpaid leave or Admin Leave status will not accrue vacation leave.

8.04.04 Except for FMLA leave, employees may not be in unpaid leave status while they have a vacation leave balance.

Exhibit A

8.04.05 Employees in workers compensation status will not accrue leave.

8.04.06 The maximum accrual balance of leave may not exceed the maximum rate of accrual in a two-year period. Leave will not be added to an employee's leave balance once they achieve the maximum accrual balance.

8.04.07 Vacation leave is customarily not granted during the initial employment period. Requests for leave during the initial employment period should be granted based on exceptional circumstances and will be approved by a Department Head.

8.04.08 Vacation leave must be scheduled and approved in advance. Supervisors are responsible for publishing and maintaining work center vacation schedules. A vacation leave request in excess of 10 working days must be submitted by the employee 30 days in advance.

8.04.09 Vacation leave will be charged in ¼ hour (0.25 hour) increments. Vacation leave used may not exceed the balance that has been accrued.

8.04.10 Upon voluntary separation of employment, employees will be paid the balance of unused accrued vacation leave at the hourly rate of pay the employee was earning at the time of separation.

8.05 SICK LEAVE

8.05.01 Regular full-time employees earn and may use sick leave benefits starting on their date of employment. Temporary and part-time employees do not earn sick leave. Employees using sick leave are in paid status. Sick leave accrues at the rate of 4.00 hours per pay period.

8.05.02 Employees may use sick leave when absent from work due to:

- Personal illness or physical or mental incapacity,
- Medical, dental, or optical examinations or treatments,
- Physical therapy if prescribed by a physician, or
- Illness of immediate family member or any other relative of the employee who resides in the employee's household and requires the employee's personal care and attention.

8.05.03 Employees may accumulate an unlimited balance of sick leave – there are no sick leave caps. Accumulated sick leave balances are not paid to employees upon termination of employment.

8.05.04 Requests to use sick leave for non-emergency reasons should be made and secured at least one workday in advance when possible.

8.05.05 Employees must inform their supervisor as soon as possible via phone call, text message or email that they will need to use sick leave and the expected duration of the absence. If the period of absence needs to be extended, employees must notify their

Exhibit A

supervisor not later than four hours prior to their next scheduled shift.

8.05.06 Failure to provide notice may result in the employee being placed into a leave-without-pay status. Upon returning to work and before the end of the pay period, employees who have been absent on sick leave must complete the required sick leave approval form.

8.05.07 Sick leave will be charged in ¼ hour (0.25 hour) increments, not to exceed the employee's normally scheduled hours for that day. The use of sick leave will not be considered hours worked in the calculation of overtime.

8.05.08 If a sick leave absence exceeds three days or if a pattern of sick leave abuse arises, a Department Head may request a written physician's note certifying the employee's illness or fitness for duty.

8.05.09 Abusing sick leave for purposes other than legitimate reasons outlined in this policy is prohibited.

8.05.10 If sick leave balances have been exhausted, employees may use vacation leave (if available) in lieu of un-paid leave.

8.05.11 When an employee is on vacation leave and an authorized reason for sick leave occurs, the employee may be granted sick leave for the duration of time needed to address the illness. Changes in leave type must be approved by the supervisor.

8.05.12 Supervisors shall notify Human Resources if an employee is absent for more than three consecutive days on sick leave or become aware of a potential FMLA eligible condition.

8.06 FAMILY AND MEDICAL LEAVE

8.06.01 General Policy.

1. The Family and Medical Leave Act of 1993 (FMLA) (including subsequent amendments) provides **eligible** employees the right to take an unpaid, job-protected leave of absence for specified family and medical reasons with a continuation of group health insurance coverage under the same terms and conditions as if they had not taken leave.
2. Eligible employees reporting back to work from FMLA leave are entitled to be returned to the same position the employee held before the FMLA leave started, or moved to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment as provided by the Act.
3. The Human Resources Department will implement FMLA leave administrative procedures consistent with this policy.

Exhibit A

8.06.02 Family and Medical Leave – Eligibility and Qualifying Circumstances

1. In order to qualify for family or medical leave under this policy, employees must meet the minimum **conditions** in the ACT.
2. The 12-month eligibility period for leave will be computed as a **rolling 12 month period** measured backward from the date leave is used.
3. To qualify for ~~basic~~ family medical leave under this policy, leave may be granted for any one of the **reasons** listed in the Act.

8.06.03 Length of Qualified Leave

Eligible employees are entitled to up to 12 weeks of leave within a 12-month rolling period for reasons defined in the Act except for military care giver leave. Eligible employees are entitled to up to 26 weeks of military care giver leave as defined in the Act, within a 12-month rolling period.

8.06.04 Employee Status and Benefits During Qualified Leave

1. Employee Status

- Should the employees' circumstances change at any time during the FMLA leave period, or if an employee has decided or is otherwise unable to return from FMLA leave, immediate notice to the Human Resources Department is required.
- The City, periodically through the course of FMLA leave, may request the employee to verify their intent to return to City employment and may require recertification or follow-up confirming the conditions of the medical qualifying event.
- The employee is responsible for providing appropriate documentation and responding to the City's requests. Failure to provide appropriate documentation may result in a denial of FMLA leave.

2. Employee Benefits

- Health Benefits
 - While an employee is on FMLA leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. All Health payments will continue to be deducted from the employee's paycheck for as long as the employee remains in paid status.
 - If an employee goes into leave without pay status, the employee must continue to pay the employee share of premiums. These may be deducted, where possible, from the paycheck issued just prior to

Exhibit A

commencement of the FMLA leave or paid directly to the City. In the event advance deductions or payments are not made, premiums will be deducted from the first full paycheck upon return to work. Pay cannot be reduced below minimum wage and therefore may require more than one pay period to recover payroll deductions.

- If at any time FMLA leave goes into unpaid status, the employee will be notified in writing and required to make the employee's share of the Health premium payment. The employee will then have a 30-day grace period in which to make the payment. If payment is not made within this timeframe, the employee's health care coverage may be cancelled, provide the City notifies the employee in writing at least 15 days before the date on which the healthcare coverage will lapse.
- Supplemental Life or Supplemental Insurance (AFLAC)
 - Premiums must be paid during an employee's leave without pay.
 - Payment must be received by the first of the month by cash, personal check or credit card, or through payroll deduction. The City will not advance premiums to the carrier if those premiums are not paid timely by the employee.
 - If payment is not received by the due date, the employee must contact the carrier to determine status and continuation of coverage.
- Flexible Spending Account
 - If the employee has elected to pay into a Flexible Spending Account, the amounts specified to be withheld each pay period must be continued at the originally designated rate for the duration of leave without pay.
 - Since these deductions are withheld from pre-tax dollars, whenever possible, deductions will be made in advance of the employee going into leave without pay status.
 - If funds are not available for these deductions to be taken in advance, all amounts will be deducted from the employee's first paycheck upon return to work. Pay cannot be reduced below minimum wage and therefore may require more than one pay period to recover payroll deductions. In the event an employee does not return to work all applicable deductions will be made from the employee's final paycheck.
- 457 Deferred Compensation Plan
 - If the employee has elected to contribute to a 457 Deferred Contribution Plan, contributions will be deducted as normal while in paid status.
 - If the employee goes into leave without pay status, all contributions will be discontinued for the period of leave without pay. Upon return to work, contributions will commence at the previously designated amount.

Exhibit A

- TMRS Contributions
 - Leave without pay can affect TRMS service credit, as time spent in a non-paid status may not be considered creditable service for retirement purposes, depending on the length and circumstances of the leave.
 - All contributions will be discontinued for the period of leave without pay. Upon return to work, contributions will commence at the previously designated rates.

8.06.05 FMLA - Use of Paid or Unpaid Leave

1. An employee authorized for FMLA leave must use available sick leave and personal holidays prior to using leave without pay (unpaid FMLA leave). Employees may use vacation leave prior to using unpaid FMLA leave.
2. Once an employee elects to go into a leave without pay status (unpaid FMLA leave), they cannot later change their mind and decide to intermittently or in full use their vacation leave during the FMLA leave qualifying event.

8.06.06 FMLA - Intermittent Leave or Reduced Work Schedule

1. When intermittent FMLA leave is necessary and authorized due to the serious health condition of the employee or qualified family member of the employee, the employee may take FMLA leave on an intermittent basis per processing increments of $\frac{1}{4}$ hour (0.25 hours).
2. An employee may request a reduced hours work schedule for the birth, adoption, or foster care of a child; however, reduced hour work schedule must be mutually agreed upon by both the City and employee and must be taken in a single block of time.

8.06.07 Certification of the Serious Health Condition

1. The City will use Department of Labor published forms for certification of serious health conditions.
2. If the certificate does not include all required information needed to make the FMLA leave eligibility determination, the City will contact the employee who will be responsible for obtaining the information from the health care provider within a reasonable length of time.
3. The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor selected by the City.
4. If necessary to resolve a conflict between the original certification and the second opinion, the City will require the opinion of a third doctor. The City and the employee will jointly select the third doctor, and the City will pay for the opinion. This third opinion will be considered final.

8.06.12 Certification of Military Related FMLA Leave

Exhibit A

1. The City requires the employee to provide a copy of the covered military member's active-duty orders or other documentation issued by the military that indicates that the covered military member is on active-duty or called to active-duty status in support of a contingency operation, and the dates of the covered military member's active-duty service.
2. The employee must respond to requests for certification within 15 calendar days of notice or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of FMLA leave.

8.06.12 Responsibilities

1. Employees: It is the responsibility of the employee to promptly notify his/her supervisor of the request for time off required for family or medical reasons and to produce any required medical certifications within the time limits provided by the FMLA. If the employee intends to retain or use vacation leave in FMLA status, it is their responsibility to notify payroll in advance of the payroll processing.
2. Supervisors: It is the responsibility of the supervisor to notify Human Resources immediately once they become aware of requested leave due to family or medical reasons. If an employee calls-in sick for more than three consecutive workdays, and the employee's supervisor becomes aware of a potential FMLA qualified leave, then the supervisor shall notify the Human Resources Department immediately.
3. Human Resources: It is the responsibility of the Human Resources Department to notify the employee of his/her eligibility to take a designated family medical leave of absence within five business days of the date an employee requests FMLA leave, or when notified by the supervisor.
 - The City may, where information suggests an absence is a qualifying condition, initiate FMLA leave for employees. Such FMLA leave designation shall not be declined by the employee.
 - If the supervisor is not aware of the reason for leave, or if the employee requests FMLA leave retroactively, leave may be designated retroactively only while the leave is in progress or within three business days of the employee's return to work.
 - FMLA leave will only be considered for absences dating back no more than 15 days from the date the FMLA leave was approved by the City.
 - Calls to either the supervisor or the Human Resources Department by persons other than the employee will be accepted when the employee or other person can demonstrate the employee was incapacitated due to a serious medical condition and not able to report.

8.07 PAID PARENTAL LEAVE

8.07.01 General Policy

1. The City's intent is to support employees during significant family life events by providing paid time-off following the birth, adoption, or placement of a child. This

Exhibit A

paid parental leave supplements the leave available under the federal Family and Medical Leave Act (FMLA) and is intended to promote employee well-being, family bonding, and employee retention.

2. Eligible employees are entitled to up to six (6) weeks of Paid Parental Leave in connection with birth, adoption, or foster care placement of a child. This paid leave is provided in addition to any leave available under FMLA. Paid Parental Leave does run concurrently with FMLA leave and must be taken with an FMLA qualifying event.

8.07.02 Eligibility

1. FMLA-Eligible Paid Parental Leave. To be eligible for Paid Parental Leave concurrent with FMLA, an employee must:
 - Have completed at least twelve (12) months of employment with the City,
 - Have worked at least 1250 hours during the twelve (12) months immediately preceding the leave, and
 - Experience a qualifying event under this policy (e.g. a birth, adoption, or foster placement of a child under 18 years of age).
2. Non-FMLA Paid Parental Leave (Exception). Employees who do not meet FMLA eligibility requirements may request Paid Parental Leave if they:
 - Have completed at least six (6) months of continuous full-time employment with the City,
 - Experience a qualifying event under this policy, and
 - Provide required documentation supporting the qualifying event.
3. Determination of Eligibility. Eligibility for non-FMLA Paid Parental Leave will be reviewed and determined by the Human Resources Department to ensure consistent and equitable application across all departments.

8.07.03 Duration and Pay

1. Eligible employees may receive up to six (6) weeks (240 hours) of Paid Parental Leave per qualifying event.
2. Paid Parental Leave will be compensated at the employee's base rate of pay at the time leave begins.
3. Paid Parental Leave shall run concurrently with leave granted under FMLA for qualifying events related to the birth, adoption, or foster placement of a child, and must be taken within twelve (12) months of the qualifying event.
4. If both parents are employed by the City, each eligible employee may receive up to six (6) weeks of Paid Parental Leave independently, to be used concurrently with their respective FMLA leave, if applicable.

8.07.04 Relationship to Other Leave

1. Paid Parental Leave shall run concurrently with leave granted under the federal Family and Medical Leave Act (FMLA) for qualifying events related to the birth, adoption, or foster placement of a child. The use of Paid Parental Leave does not extend the total duration of job-protected leave beyond the twelve (12) weeks

Exhibit A

provided under FMLA.

2. Paid Parental Leave is not extended or supplemented by holidays, office closures, or other paid leave benefits occurring during the leave period. Employees will receive either Paid Parental Leave pay or holiday pay, but not both, for the same workday or period of absence.
3. Paid Parental leave has no cash value and will not be paid out upon separation of employment or at any other time.

8.07.05 Procedures

1. Notice. Employees must provide at least 30 days' advance notice of the expected start date of Paid Parental Leave, when foreseeable.
2. Documentation. Employees must submit appropriate documentation of the qualifying event (e.g., birth certificate, adoption or placement papers).
3. Approval. Human Resources will verify eligibility and coordinate leave scheduling with the employee's department.

8.07.06 Job Protection. Employees taking Paid Parental Leave are entitled to job protection consistent with the protections afforded under FMLA. Upon return to duty, employees will be reinstated to their same or an equivalent position with equivalent pay, benefits, and terms and conditions of employment.

8.07.07 Benefits Continuation. During Paid Parental Leave, the employee's benefits, including health insurance, will continue under the same terms as active employment. Employee premium contributions will continue to be deducted or billed as appropriate.

8.07.08 Non-Retaliation. The City strictly prohibits retaliation, interference, or discrimination against any employee who requests or takes Paid Parental Leave under this policy.

8.08 EXTENDED LEAVE OF ABSENCE

8.08.01 General Policy

1. The City recognizes that there may be situations where an employee needs to take extended time away from work for personal reasons that may not be covered by sick leave, vacation leave, FMLA leave, ADA accommodations, worker's compensation or any other formal remedy.
2. Employees who have been employed by the City for at least two years may be eligible for an extended, unpaid leave of absence.
3. An extended leave of absence may be granted following the completion of a qualified FMLA leave.
4. Extended leave of absence request shall be made in writing to include a description of circumstances to the employee's Department Head. The request will be reviewed and may be approved by the City Manager.

8.08.02 Qualifying Extended Leave of Absence Circumstances

Exhibit A

1. Sabbatical leave,
2. Treatment of health conditions or recovery from treatment,
3. Care for a family member with a serious health condition,
4. Education,
5. Family emergencies, or
6. Employee has not taken an extended leave of absence in the past five years.

8.08.03 Length and Employee Status During Extended Leave of Absence

1. Extended leave of absences may not exceed 90 days in duration.
2. Employees must exhaust their vacation leave before requesting an extended leave of absence and before entering unpaid status.
3. Accrued sick leave may be used and exhausted for health or health care related circumstances before entering unpaid status.
4. Employees in unpaid extended leave status may continue to receive City benefits such as Health benefits and supplemental insurance benefits so long as they pay the full premiums for said benefits (i.e. COBRA insurance coverage).
5. Employees wishing to end the extended absence leave early must give their Department Head at least two-weeks notice.
6. Upon return to work, employees will be reinstated to their position to include pay and benefits status.
7. Employment while on extended absence leave will be grounds for immediate dismissal of City employment.

8.09 EXTENDED MILITARY LEAVE

8.09.01 Employees who are qualified members of uniformed services, have applied for membership in the uniformed services, or have obligations to serve in the uniformed services may be entitled to an extended leave of absence from their City duties, without loss of time, seniority, benefits, or salary based on their uniformed services duties. The Uniformed Services Employment and Reemployment Rights Act (USERRA) and State law defines uniformed services and eligibility requirements.

8.09.02 Eligible employees may use 15 calendar days of extended military leave per year for active duty, active-duty training, or inactive duty training. This can be extended under certain conditions in accordance with USERRA.

8.09.03 Employees shall not lose pay while on extended military leave, not to exceed 15 days annually. The City will reimburse employees for any short fall in compensation from military pay received and their monthly rate of City pay. Employees will provide the City documentation of all pay received while on extended military leave.

8.09.04 Employees performing eligible service in the uniformed services may continue coverage under the City's health plan for up to 24 months. The City will pay the premium through the end of the first month of eligible absence and the employee, if they wish to participate, will reimburse the City for the monthly premium (i.e. COBRA insurance coverage) for the remainder of the eligible absence.

Exhibit A

8.09.05 An employee who has been absent from their City position due to qualified service in the U.S. Armed Services is eligible for reemployment if: the employee provided advanced notice of their service to the City; the cumulative service is five years or less; the employee timely returns to work or re-applies for work after the service; and the employee's separation or dismissal from service does not disqualify the employee. Human Resources shall consult with the City Attorney about each reemployment situation.

8.09.06 Returning service members have a set period of time in which to report back to work to preserve their reemployment rights. The City will accept a verbal or written notification as application to return to their City position. Application shall be made to the Human Resources department. Employees who served more than 180 days must provide application not later than 90 days after completing service. Employees who served more than 30 days, but less than 181 days must provide application not later than 14 days after completing service, unless it is impossible or unreasonable for the employee to do so, in which case the employee must submit application not later than the next full calendar day after it becomes possible to do so. Employees who served less than 30 days must submit application not later than the second day of the first full, regularly scheduled work period.

8.10 CIVIC DUTY LEAVE

8.10.01 Employees are granted civic duty leave with pay for jury duty, when subpoenaed to testify before a grand jury at a criminal trial, or in a civil case in which the City is a party. Any wage received for jury duty shall be remitted to the City.

8.10.02 Employees are granted two (2) hours of civic duty leave to vote in a regular or special federal, state, or local election. Employees must coordinate with their supervisors before taking civic duty leave.

8.10.03 When an employee has completed civic duty leave for the day, and the total accumulated time for civic duty and work time has not reached their normally scheduled work hours, they must report to the City for duty to complete the remaining work hours, or take vacation leave to accumulate the required paid hours. Employees who expect to be absent from work for more than one workday on civic duty leave must notify their supervisor daily and at the beginning of the workday.

8.10.04 When an employee is absent for serving as an authorized subpoenaed witness or for jury duty, if asked by a supervisor they must provide documentation of actual time served when they return to duty.

8.11 BEREAVEMENT LEAVE

8.11.01 If an employee experiences a family member's death, the employee is authorized to take five working days of paid leave to grieve and attend to necessary arrangements. Bereavement leave will be taken in consecutive days and may not be used intermittently. Employees may be asked to provide documentation supporting a

Exhibit A

bereavement leave request and if asked they shall present it to their Department Head within five business days from the date they return to work.

8.11.02 Employees may supplement bereavement leave with additional paid or unpaid leave if extra time is needed. Additional time shall be approved by the employee's Department Head.

8.11.03 For purpose of bereavement leave eligibility, "family" is a spouse, parent, grandparent, child, grandchild, sibling, equivalent relations of a spouse (e.g. in-laws) or any person in the employee's household who was dependent on the employee for care.

8.12 ADMINISTRATIVE LEAVE

The City Manager may authorize administrative leave, with or without pay, when warranted by unforeseen circumstances not otherwise provided for in these policies.

8.13 JOB ABANDONMENT

Unauthorized absence from work exceeding three consecutive workdays without the employee notifying a supervisor or the Human Resources Department will be considered job abandonment and will be treated as a voluntary resignation. Prior to dismissal for job abandonment, the Human Resources Department will make reasonable efforts to contact the employee to determine if there are mitigating circumstances (i.e. employee is incapacitated). Exceptions due to mitigating circumstances may be approved by the City Manager.

17.00 PROFESSIONAL DEVELOPMENT

17.01 GENERAL

The City encourages employees to pursue educational opportunities, training programs and professional memberships that are relevant to their roles, support the enhancement of their job performance, and directly contribute to the City's mission.

17.02 SEMINARS AND CONFERENCES

17.02.01 When the City authorizes an employee to attend an educational course, training program, conference, or seminar, it will provide paid time off and reimburse associated expenses as outlined in Section 18.00 Travel. The City will not reimburse costs for training or education that is unrelated to the employee's job duties or responsibilities.

17.02.02 As defined by the Fair Labor Standards Act (FLSA), if a required class is scheduled on an employee's regular workday, the employee will be compensated at their regular straight-time rate for the hours spent in attendance, including travel time, minus their normal commute time between home and their regular work location. The appropriate overtime rate will apply to overtime hours.

17.02.03 If a required class or training is held on an employee's scheduled day off or outside of the hours spent in attendance, including travel time, in accordance with applicable wage and hour laws, compensation will be at the regular straight-time rate unless the hours are considered overtime in which case the appropriate overtime rate will apply.

17.02.04 The City reserves the right to limit the availability of education/training reimbursement based on budget appropriations or other reasons.

17.03 PROFESSIONAL MEMBERSHIPS

An employee who is a member of a professional association related to their City employment may be reimbursed for dues and necessary travel expenses when participation is beneficial to the City and funds have been appropriated to cover expenses and travel costs.

17.04 TUITION REIMBURSEMENT PROGRAM

17.04.01 To encourage continued learning and professional growth, the City provides a Tuition Reimbursement Program for eligible employees pursuing coursework or degree programs that enhance job-related knowledge and skills. Full-time employees who have completed at least twelve (12) months of service are eligible to apply.

17.04.02 The City will reimburse up to \$2,500 per academic semester, not to exceed \$5,000 per calendar year, for approved tuition and mandatory fees from accredited

Exhibit A

institutions.

17.04.03 Reimbursement is contingent upon successful course completion with a grade of “C” or better (or equivalent passing mark) and proof of payment. All coursework must be pre-approved by the Department Director and Human Resources to ensure alignment with the employee’s current role or a reasonable career path within the City. Participation in this program is subject to budget availability and continued employment in good standing.

17.04.05 Employees who voluntarily separate from employment within twenty-four (24) months of receiving tuition reimbursement will be required to repay the City for the reimbursed amount on a prorated basis, as determined by Human Resources. The City may deduct any outstanding repayment balance from the employee’s final paycheck or establish a repayment agreement as permitted by law.



Personnel Policies Updates



Work session:

Ch. 1 General Policies

Ch. 8 Leave

Ch. 17 Professional Development

Joanna Merrill

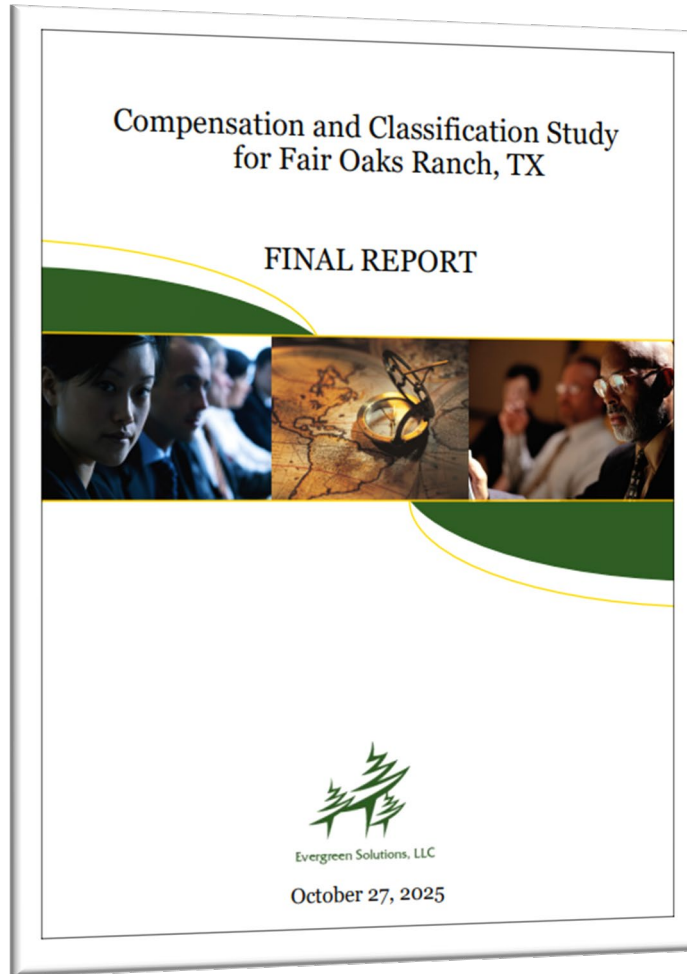
Human Resources Director

Work Session



1. Ch. 1 General Policies
2. Ch. 8 Leave
3. Ch. 17 Professional Development

Background



- Compensation and Classification Study adopted on November 6, 2025
- Framework implemented – policies now catching up
- Current focus: targeted personnel policy updates

Ch. 1 – General Policies



Proposed change:

ADD: Classification and Compensation Plan System Administration features

- Plan review every 3-5 years
- Salary placement/modification decisions to be in alignment with Plan
- COLA adjustment procedures



Ch. 1 – General Policies

Recommended COLA adjustment procedure:

Administrative Application	Limited Market Check	Exceptional Review
CPI-U up to 3.0%	CPI-U exceeds 3.0% but less than 5.0%	CPI-U exceeds 5.0%
City Manager may implement a COLA administratively	City Manager to validate a proposed COLA; and Notify City Council via memorandum placed on the next City Council agenda	City Manager will bring a consideration item to City Council outlining recommended options.

Ch. 8 – Leave



Proposed change:

ADD: Paid Parental Leave Program

- Supplement FMLA program
- Up to six (6) weeks of Parental Leave (if eligible)
- Would run concurrently with FMLA

Ch. 17 – Professional Development



Proposed change:

ADD: Tuition Reimbursement Program

- Reimburse up to \$2,500 per semester or \$5,000 annually
- Eligible to coursework related to job-knowledge/skills
- Requires a “C” or better to be reimbursement eligible
- Prorated pay back if employee separates within 24 months of reimbursement



Next Steps:

1. Council discussion & direction
2. Update policy recommendations
3. Bring back Resolution - consideration @ February 5, 2026, Regular City Council Meeting



Questions



CITY COUNCIL REPORT CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Upcoming 2026 Elections
 DATE: January 15, 2026
 DEPARTMENT: City Secretary
 PRESENTED BY: Christina Picioccio, TRMC, City Secretary

INTRODUCTION / BACKGROUND:

The City of Fair Oaks Ranch will hold its General Election for Council Places 2 and 6 on May 2, 2026. Key dates for the City General Election include the following:

*	Filing Period	January 14th - February 13th
*	Order Election	February 5th
*	Cancellation of General Election If No Candidate Opposed	February 20th
*	Early Voting Period	April 20th - April 28th
*	Election Day	May 2nd
*	Canvass Period	May 5th - May 13th
*	Special Meeting to Canvass Election	May 12th
*	Oath of Office Council Members Assume Duty	May 21st

In addition to the May 2, 2026, General Election, the State of Texas will hold the Primary Early Voting (February 17–27, 2026) and Election Day (March 3, 2026), as well as the Primary Runoff Early Voting (May 18–22, 2026) and Election Day (May 26, 2026). The Council may recall previously agreeing to host Bexar County elections in the Public Safety Training Room. Accordingly, potential conflicts with regularly scheduled City Council meetings are identified (February 19, 2026 and May 21, 2026) and staff will seek Council direction to cancel the affected meetings to accommodate election operations.

POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:

- Reviewing the city election schedule and associated timelines informs voters and potential council candidates of the important dates in the city election.
- The City can broaden residents' access to the state primary elections by hosting an election on the city campus. However, the elections will conflict with scheduled city

council meetings. There are no opportunities to reschedule the affected council meetings due to the length of the early voting periods.

LONGTERM FINANICAL AND BUDGETARY IMPACT:

N/A



March 3rd Primary Election
May 2nd City Election
May 26th Primary Runoff

Christina Picioccio
City Secretary, TRMC

Open Seats For The May 2, 2026 Election



PLACE	COUNCIL MEMBER	TERM	CONTINUING SERVICE ELIGIBILITY
2	KEITH RHODEN	2026-2029	YES
6	JONATHAN SWAREK	2026-2029	YES



City General Election

Filing Period	Jan 14th – Feb 13th
Order Election	Feb 5th
Cancellation of General Election if No Candidate Opposed	Feb 20th
Early Voting Period	April 20th – April 28th
Election Day	May 2nd
Canvass Period	May 5th – May 13th
Special Meeting to Canvass Election	May 12th
Oath of Office/Council Members Assume Duty	May 21st

Bexar County Elections



Primary Election

Early Voting Period	February 17 th – 27 th
Election Day	March 3 rd

* Will impact February 19th City Council Meeting

Primary Runoff

Early Voting Period	May 17 th – 22 nd
Election Day	May 26 th

* Will impact May 21st City Council Meeting



Questions?