

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

Thursday, March 5, 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>

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### **AGENDA**

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#### **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

#### **PRESENTATIONS**

4. Presentation of a 10-Year Service Award to: Allen Paz, Police Officer  
Joanna Merrill, PSHRA-SCP, Director of Human Resources
5. Recognition of Employee of the Quarter (Q1) October 2024 through December 2025 - Jarrett Lee, Water/Wastewater Operator II  
Joanna Merrill, PSHRA-SCP, Director of Human Resources

#### **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.

6. Approval of the February 5, 2026 Regular City Council meeting minutes  
Amanda Valdez, TRMC, Deputy City Secretary

7. Approval of a resolution authorizing the execution of a Purchase Order with SHI International Corporation for Microsoft Cloud Services

Clayton Hoelscher, Procurement Manager

### **CONSIDERATION/DISCUSSION ITEMS**

8. Consideration and possible action approving a resolution authorizing the execution of an agreement with Pesado Construction Company for the Wastewater Treatment Plant Phase 1 Expansion Project

Kelsey Delgado, CISEC, PMP, Project Manager  
Summer Fleming, CGFO, Director of Finance

9. Consideration and possible action approving a resolution amending the Fair Oaks Ranch Transportation Safety Advisory Rules of Procedure

Carole Vanzant, CPM, ICMA-CM, Assistant City Manager  
Chris Doepke, TSAC Vice Chairperson

10. Consideration and possible action approving a resolution of the City Council of the City of Fair Oaks Ranch establishing the City's co-sponsorship of a 250th Anniversary of America Parade with the Fair Oaks Ranch Homeowners' Association

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

### **WORKSHOP**

11. Tree Preservation Workshop

Jessica Relucio, ENV SP, City Planner  
Aithne Loeblich, Environmental Program Manager

12. Special Events Permit

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

13. 2026 Strategic Plan Update

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

### **REPORTS FROM STAFF/COMMITTEES**

14. Transportation Safety Advisory Committee Report

Carole Vanzant, CPM, ICMA-CM, Assistant City Manager  
Chris Doepke, TSAC Vice Chairperson

**REQUESTS AND ANNOUNCEMENTS**

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

**ADJOURNMENT**

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**Signature of Agenda Approval:**

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

I, Amanda Valdez, TRMC, Deputy City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the City's website [www.fairoaksranchtx.org](http://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 February 27, 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 MEETING**

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### **MINUTES**

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#### **OPEN MEETING**

##### **1. Roll Call- Declaration of a Quorum**

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

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** – No citizens signed up to speak.

#### **PRESENTATIONS**

##### **4. School Resource Officer Day**

Mayor Maxton presented a proclamation in observance of School Resource Officer Day on February 15, 2026.

##### **5. Government Communicators Day**

Mayor Maxton presented a proclamation in observance of Government Communicator's Day on February 20, 2026.

#### **CONSENT AGENDA**

##### **6. Approval of the January 15, 2026 Regular City Council meeting minutes**

##### **7. Approval of the January 21, 2026 Special City Council meeting minutes**

8. **Approval of a resolution ordering a General Election to be held May 2, 2026, for the election of Council Member Place 2 and Place 6; to authorize the election to be held as a joint election, and to authorize the City Manager to execute all documents in connection therewith**
9. **Approval of the cancellation of the February 19, 2026 City Council meeting**
10. **Approval of a resolution authorizing the execution of an agreement with Aetos Construction, LLC for the Front Gate Left Turn Lane Improvements Project**

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

VOTE: 7 - 0; Motion Passed.

#### **CONSIDERATION/DISCUSSION ITEMS**

11. **Consideration and possible action approving 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 Prima Facia Speed Limit by reducing the maximum speed limit on No Le Hace to 25 miles per hour**

MOTION: Made by Council Member Olvera, seconded by Swarek, to approve the second 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.

VOTE: 5 - 2; Motion Passed. Council Members Rhoden and Parker voted Nay.

12. **Consideration and possible action approving the Post Oak Subdivision Phase I Tree Removal and Preservation Plan**

Planning & Zoning Commissioner David Horwath provided comments to Council explaining that the Commission approved the plan upon finding no legal grounds for denial.

MOTION: Made by Council Member Swarek, seconded by Parker, to approve the Post Oak Subdivision Phase I Tree Removal and Preservation Plan.

VOTE: 7 - 0; Motion Passed.

**13. Consideration and possible action approving the Post Oak Subdivision Phase I Preliminary Plat, establishing a total of 65 lots, from the applicant and property owner Far Project SPV, LPC**

MOTION: Made by Council Member Rhoden, seconded by Council Member Olvera, to approve the Preliminary Plat for Post Oak Subdivision Phase I with the following conditions:

1. The developer shall correct the Mayor's signature block to include "Subdivision" to state "Post Oak Subdivision Phase 1" on sheets 2-7.
2. The developer shall edit GENERAL NOTES and remove "Private streets" from note 1 on sheet 1 since there are no private streets.
3. The developer shall revise Blk 7 Lot 6 street frontage length of about 98 feet to meet the minimum required of 120 feet. Please address accordingly on sheet 2.
4. The developer shall label lot 21 as "Greenbelt" and designate the location of the detention pond as a "Drainage Easement." Lot 21 is still missing a label on sheets 3, 4, and 5.
5. The developer shall address all comments and obtain approval of the Stormwater Management Plan from the Engineering Manager.
6. State under a new section "Temporary Easements" or under "General Notes" that "Temporary easement shown hereon is granted for construction and related purposes, such as drainage easements, and shall terminate upon completion of construction and acceptance of improvements. Upon termination of the temporary easement, the easement area shall be restored to a condition reasonably similar to its pre-construction state." Then, remove the reference to Document No., under the Legends Table on each sheet.

VOTE: 7 - 0; Motion Passed.

**14. Consideration and possible action approving a resolution authorizing the execution of a Professional Services Agreement with Valley View Consulting, L.L.C. for Investment Advisory Services, expenditure of the required funds, and execution of all applicable documents by the City Manager**

MOTION: Made by Council Member Rhoden, seconded by Council Member Pearson, to approve a resolution authorizing the execution of a Professional Services Agreement with Valley View Consulting, L.L.C. for Investment Advisory Services.

VOTE: 7 - 0; Motion Passed.

**15. Consideration and possible action approving a resolution amending the City of Fair Oaks Ranch Personnel Policies**

MOTION: Made by Council Member Swarek, seconded by Council Member Stroup, to approve a resolution amending the City of Fair Oaks Ranch's Personnel Policies, Chapter 1. General Polices, Section 1.10 Classification And Compensation Administration.

VOTE: 7 - 0; Motion Passed.

**16. Consideration and possible action approving a resolution amending the City of Fair Oaks Ranch Personnel Policies**

MOTION: Made by Council Member Olvera, seconded by Council Member Rhoden, to approve a resolution amending the City of Fair Oaks Ranch's Personnel Policies, Chapter 8. Leave, 8.02 Definition of Paid Parental Leave, 8.07 Paid Parental Leave General Policy.

VOTE: 7 - 0; Motion Passed.

**17. Consideration and possible action approving a resolution amending the City of Fair Oaks Ranch Personnel Policies**

MOTION: Made by Council Member Parker, seconded by Council Member Swarek, to approve a resolution amending the City of Fair Oaks Ranch's Personnel Policies, Chapter 17. Professional Development.

VOTE: 7 - 0; Motion Passed.

**18. Consideration and possible action approving a resolution approving the Kendall County Appraisal District's proposal to renovate and expand its current office building**

MOTION: Made by Council Member Swarek, seconded by Council Member Olvera, to approve a resolution approving Kendall Appraisal District's proposal to renovate and expand its current office building.

VOTE: 7 - 0; Motion Passed.

## **WORKSHOP**

### **19. Proposed amendments to the City of Fair Oaks Ranch Code of Ordinances, Chapter 3 Building Regulations, Article 3.01 General Provisions, Section 3.01.018 Driveways Passing Through Drainage Channel**

Engineering Manager Lee Muniz led a workshop regarding proposed amendments to Chapter 3, Building Regulations, Article 3.01, General Provisions, Section 3.01.018, Driveways Passing Through Drainage Channel, of the City of Fair Oaks Ranch Code of Ordinances. During discussion, Council acknowledged that new driveways would require a study by a professional engineer and a City-issued permit. Council expressed support for applying the permit process to existing driveway modifications but had reservations with applying engineering survey and design requirements to them unless the modification is significant. They requested staff define what constitutes a “significant change,” including establishing thresholds that would require a professional engineer’s study.

## **REPORTS FROM STAFF/COMMITTEES**

### **20. Financial and Investment Report for the Quarter Ended December 31, 2025**

Director of Finance Summer Fleming provided to Council a quarterly Financial and Investment Report for the quarter ended December 31, 2025.

## **REQUESTS AND ANNOUNCEMENTS**

### **21. Announcements and reports by Mayor and Council**

Mayor Maxton announced that the City will host an Open House on Monday, February 9, 2026, from 4:00–6:00 PM in the Public Safety Training Room to share information regarding the Ammann Road Reconstruction Project. He reminded residents that Election Day for the upcoming Primary Election is March 3, 2026, with early voting taking place from February 17–27, 2026. Mayor Maxton advised residents to contact their respective counties to confirm polling locations and voting hours, as they may vary by county, and noted that Bexar County residents may vote at the Public Safety Training Room of the Police Station. Due to the Primary Election, the February 19, 2026 City Council meeting has been canceled, and the next regular City Council meeting is scheduled for March 5, 2026. Mayor Maxton encouraged residents to participate in the City’s Strategic Plan Questionnaire available on the City’s website and announced that the City of Fair Oaks Ranch was ranked the fifth safest city in Texas by Safewise, an improvement from last year’s sixteenth-place ranking.

### **22. Announcements by the City Manager**

None.

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

None.

**ADJOURNMENT**

Mayor Maxton adjourned the meeting at 8:54 PM.

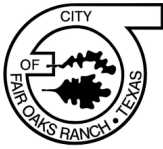
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Gregory C. Maxton, Mayor

ATTEST:

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Amanda Valdez, TRMC,  
Deputy City Secretary




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

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AGENDA TOPIC: Approval of a resolution authorizing the execution of a Purchase Order with SHI International Corporation for Microsoft Cloud Services

DATE: March 5, 2026

DEPARTMENT: Finance

PRESENTED BY: Clayton Hoelscher, Procurement Manager

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### **INTRODUCTION / BACKGROUND:**

At the City Council Meeting on March 16, 2023, City Council authorized the purchase of Microsoft 365 cloud services. The City currently utilizes Microsoft 365 cloud services and other Microsoft products to support daily operations, including email hosting, document management, cloud storage, cybersecurity protection, collaboration tools, workflows and automation tools. The existing agreement is set to expire on March 31, 2026. Since implementation, Microsoft licenses have been used for:

- Reliable email and calendaring services
- Secure cloud-based file storage
- Real-time collaboration capabilities
- Integrated video conferencing and messaging
- Enhanced cybersecurity protections

Renewing the licenses ensures uninterrupted access to these services and avoids potential service disruptions or data migration costs associated with changing providers. The City can purchase the licenses through SHI International Corporation using the Texas Department of Information Resources (DIR) Purchasing Cooperative. Utilizing this allows the City to take advantage of competitive pricing that was solicited on a larger scale and fulfills our competitive requirements. Executing a three-year agreement allows the City to pay the same price annually and avoid price increases during the term of the agreement.

### **POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:**

- Supports Priority 5.5 of the Strategic Action Plan to Evaluate and Update IT Infrastructure, Software and Security
- Complies with procurement requirements

### **LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The cost is \$80,386.32 annually, resulting in a total cost of \$241,158.96 over a three-year period. The City has \$89,112 included in the FY2025-26 budget for these licenses.

**LEGAL ANALYSIS:**

Resolution approved as to form. The City's standard Purchase Order will be utilized.

**RECOMMENDATION / PROPOSED MOTION:**

I move to approve a resolution authorizing the execution of a purchase order with SHI International Corporation for Microsoft Cloud Services, 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 PURCHASE ORDER WITH SHI INTERNATIONAL CORPORATION FOR MICROSOFT CLOUD SERVICES; EXPENDITURE OF THE REQUIRED FUNDS; AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

**WHEREAS**, the City of Fair Oaks Ranch (the “City”) has existing Microsoft 365 Cloud Services licensing (“M365”) for various services; and

**WHEREAS**, the City uses these products for email hosting, document management, cloud storage, cybersecurity protections and collaborative tools; and

**WHEREAS**, the existing licenses will expire after March 31, 2026; and

**WHEREAS**, the City is purchasing M365 in accordance with Texas Local Government Code 791 by utilizing a Texas Department of Information Resources Cooperative Purchasing Agreement; and

**WHEREAS**, the total cost for M365 is \$80,239.32 annually for a three-year period resulting in a total three-year cost of \$241,167.96; and

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

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

- Section 1** The City Council hereby authorizes the City Manager to execute a purchase order with SHI International Corporation for Microsoft Cloud Services for \$80,239.32 annually for a three-year period resulting in a total three-year cost of \$241,167.96 attached hereto as **Exhibit A** and incorporated for all purposes, for and on behalf of the City.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

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

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

**PASSED, APPROVED, and ADOPTED on this 5<sup>th</sup> day of March 2026.**

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Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

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Amanda Valdez, TRMC  
Deputy City Secretary

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



# Purchase Order

## City of Fair Oaks Ranch

PURCHASE ORDER # 03062026CH

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

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

**VENDOR:** SHI International Corporation  
300 Davidson Ave.  
Somerset, NJ 08873

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

**Microsoft Licensing**  
**Three-year licenses**

Quote immediately following

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**Total:**

Year 1 (Apr -01-2026 - Mar -31-2027) - \$80,386.32

Year 2 (Apr -01-2027 - Mar -31-2028)- \$80,386.32

Year 3 (Apr -01-2028 - Mar -31-2029) - \$80,386.32

**Total: \$241,158.96**

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**Authorized By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT A  
TERMS AND CONDITIONS**

**DELIVERY DATE**

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

**PRICE**

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

**PAYMENT TERMS**

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

**TAXES**

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

**RIGHT OF INSPECTION**

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

**F.O.B. DESTINATION**

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

**TITLE AND RISK OF LOSS**

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

**MODIFICATIONS**

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

**BOYCOTTING ISRAEL PROHIBITED**

The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, the vendor verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

## Exhibit A

Item #	Manufacturer	Part #	Product	Contract Name	Contract #	Coverage Start	Coverage End	Quantity	Your Price	Total	Note	
1	Microsoft	AAL-45735	M365 G5 GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2026	Mar-31-2027	110	\$619.68	\$68,164.80	Year 1	
2	Microsoft	AAA-11894	O365 G3 GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2026	Mar-31-2027	20	\$250.08	\$5,001.60	Year 1	
3	Microsoft	AAD-32907	EMS G3 GCC ALng Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2026	Mar-31-2027	20	\$104.88	\$2,097.60	Year 1	
4	Microsoft	PZT-00001	Purview Suite Gov GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2026	Mar-31-2027	20	\$101.76	\$2,035.20	Year 1	
5	Microsoft	SFR-00001	Power Automate GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2026	Mar-31-2027	5	\$163.08	\$815.40	Year 1	
6	Microsoft	EP2-24658	M365 Copilot GCC Sub Add-on	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2026	Mar-31-2027	5	\$370.68	\$1,853.40	Year 1	
7	Microsoft	P3U-00001	Visio P2 GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2026	Mar-31-2027	3	\$139.44	\$418.32	Year 1	
8	Microsoft	AAL-45735	M365 G5 GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2027	Mar-31-2028	110	\$619.68	\$68,164.80	Year 2	
9	Microsoft	AAA-11894	O365 G3 GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2027	Mar-31-2028	20	\$250.08	\$5,001.60	Year 2	
10	Microsoft	AAD-32907	EMS G3 GCC ALng Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2027	Mar-31-2028	20	\$104.88	\$2,097.60	Year 2	
11	Microsoft	PZT-00001	Purview Suite Gov GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2027	Mar-31-2028	20	\$101.76	\$2,035.20	Year 2	
12	Microsoft	SFR-00001	Power Automate GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2027	Mar-31-2028	5	\$163.08	\$815.40	Year 2	
13	Microsoft	EP2-24658	M365 Copilot GCC Sub Add-on	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2027	Mar-31-2028	5	\$370.68	\$1,853.40	Year 2	
14	Microsoft	P3U-00001	Visio P2 GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2027	Mar-31-2028	3	\$139.44	\$418.32	Year 2	
15	Microsoft	AAL-45735	M365 G5 GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2028	Mar-31-2029	110	\$619.68	\$68,164.80	Year 3	
16	Microsoft	AAA-11894	O365 G3 GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2028	Mar-31-2029	20	\$250.08	\$5,001.60	Year 3	
17	Microsoft	AAD-32907	EMS G3 GCC ALng Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2028	Mar-31-2029	20	\$104.88	\$2,097.60	Year 3	
18	Microsoft	PZT-00001	Purview Suite Gov GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2028	Mar-31-2029	20	\$101.76	\$2,035.20	Year 3	
19	Microsoft	SFR-00001	Power Automate GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2028	Mar-31-2029	5	\$163.08	\$815.40	Year 3	
20	Microsoft	EP2-24658	M365 Copilot GCC Sub Add-on	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2028	Mar-31-2029	5	\$370.68	\$1,853.40	Year 3	
21	Microsoft	P3U-00001	Visio P2 GCC Sub Per User	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Apr-01-2028	Mar-31-2029	3	\$139.44	\$418.32	Year 3	
										<b>Subtotal</b>	\$241,158.96	
										<b>Shipping</b>	\$0.00	
										<b>Total</b>	\$241,158.96	

**Payment Schedule:**

Year 1 (Apr -01-2026 - Mar -31-2027) - \$80,386.32  
 Year 2 (Apr -01-2027 - Mar -31-2028) - \$80,386.32  
 Year 3 (Apr -01-2028 - Mar -31-2029) - \$80,386.32

Total: \$241,158.96

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

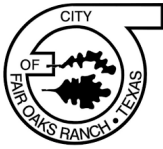
Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI-GS Inside Sales Representative at (800) 870-6079.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3695478; DUNS# 14-724-3096




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

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AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an agreement with Pesado Construction Company for the Wastewater Treatment Plant Phase 1 Expansion Project

DATE: March 5, 2026

DEPARTMENT: Public Works

PRESENTED BY: Kelsey Delgado, CISEC, PMP, Project Manager  
Summer Fleming, CGFO, Director of Finance

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### **INTRODUCTION / BACKGROUND:**

On September 7, 2023, the City Council approved the execution of a work authorization for engineering services for the Wastewater Treatment Plant (WWTP) Phase 1 Expansion Project. The project resulted from a feasibility study to increase the City's wastewater treatment capacity. Expansion of the existing plant was determined to be the most cost-effective option to meet ultimate build-out capacity requirements.

Phase 1 improvements include upgrades to the Effluent Pump Station, pipeline conveyance improvements to the golf course, upgrades to the Bottom of the Hill Lift Station, and headworks odor mitigation. On December 5, 2024, the City Council approved an additional work authorization to advance the design from 30% to final design. At the 30% design milestone, a high-level Opinion of Probable Construction Cost (OPCC) was prepared and used to establish the City's construction budget of \$4,240,492.

Following completion of final design, construction proposals were solicited in December 2025. Three proposals were received and evaluated based on contractor experience, project approach, and price. The base bid proposals were as follows:

Pesado Construction Company: \$5,816,968.00  
 Associated Construction Partners: \$5,846,178.00  
 M5 Utilities: \$6,372,144.09

Based on the evaluation criteria, the City selected Pesado Construction Company and entered into negotiations to identify value engineering opportunities and potential cost savings. Through this process, the contractor reduced its original proposal by \$170,000 by securing improved pricing for electrical and SCADA integration services. This reduced the base bid to \$5,646,968. Staff also recommends awarding Bid Alternate #1 for additional odor control improvements in the amount of \$155,000, resulting in a total construction cost of \$5,801,968.00. This amount is \$1.56 million higher than the current project construction budget.

A detailed comparison of the OPCC and the contractor's proposal indicates that the primary contributors to the cost increase include bypass pumping for the influent lift station (+\$540,000), electrical improvements and SCADA integration (+\$685,000), ductile iron fittings (+\$153,750), and costs associated with lowering the effluent main (+\$121,500).

**POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:**

- Supports Priority 3.2 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Wastewater Treatment in Accordance with CCN Obligations
- Expansion of the existing WWTP will improve operations and system resiliency and is the most cost-effective solution to meet build-out treatment requirements
- Complies with procurement requirements

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The Wastewater Treatment Plant Phase 1 Expansion Project has been included in the City's five-year Capital Improvement Program (CIP) and will be funded through certificate of obligation debt. As the project has advanced through design and bidding, construction costs have increased from earlier estimates, resulting in the need to issue approximately \$1.56 million more in debt than originally projected and requiring updated analysis of the associated debt service.

City staff, in coordination with the City's financial advisor, SAMCO Capital, has evaluated multiple debt service structuring options to address the higher project cost while minimizing impacts to wastewater customers. Based on this analysis, staff recommends a debt structure designed to limit sharp fluctuations in the monthly fee in the early years of repayment rather than implementing a strictly level debt service schedule. While this structure results in moderately higher total interest costs over the life of the debt, it avoids significant year-over-year rate spikes and provides gradual and manageable transitions for customers. Under the recommended approach, the monthly wastewater debt service fee is estimated to increase from \$16.91 in FY 2025-26 to \$17.36 in FY 2026-27 with modest increases and decreases in subsequent years.

**LEGAL ANALYSIS:**

Resolution approved as to form. The City's standard Construction Agreement is being utilized for this project.

**RECOMMENDATION / PROPOSED MOTION:**

I move to approve a resolution authorizing the execution of an agreement with Pesado Construction Company for the Wastewater Treatment Plant Phase 1 Expansion Project including bid alternative #1, 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 AN AGREEMENT WITH PESADO CONSTRUCTION COMPANY FOR THE WASTEWATER TREATMENT PLANT PHASE 1 EXPANSION PROJECT, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER**

**WHEREAS**, On September 7, 2023, the City Council approved a work authorization for engineering services for the Wastewater Treatment Plant Phase 1 Expansion Project to provide for 30% design services; and

**WHEREAS**, On December 5, 2024, the City Council approved an additional work authorization to advance the project from 30% to final design; and

**WHEREAS**, proposals were received in accordance with the Texas Local Government Code Chapter 252 and Pesado Construction Company was selected; and

**WHEREAS**, the cost for the base bid is \$5,646,968.00 and an additive alternate for odor control is \$155,000, which results in a total cost of \$5,801,968.00; and

**WHEREAS**, the City Council of the City of Fair Oaks Ranch hereby finds it necessary and appropriate to authorize the execution of an agreement with Pesado Construction Company **(Exhibit A)**.

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

**Section 1** The City Council hereby authorizes the City Manager to execute an agreement with Pesado Construction Company for the construction of the Wastewater Treatment Plant Phase 1 Expansion Project, to expend required funds up to \$5,801,968.00, and to execute any and all applicable documents to effectuate this resolution.

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

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

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

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

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

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

**PASSED, APPROVED, and ADOPTED on this 5<sup>th</sup> day of March 2026.**

\_\_\_\_\_  
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Valdez, TRMC  
Deputy City Secretary

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



(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

**Section 4. Time of Completion.**

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Project shall be completed for inspection and acceptance by the City on or before 365 calendar days after written Notice to Proceed.

**Section 5. Insurance.**

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers' liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a

## Exhibit A

subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "C".

### **Section 6. Miscellaneous Provisions.**

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

**Exhibit A**

(E) *Force Majeure*. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.

**Section 7. Termination.**

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed

at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

**Section 8. Indemnification.** Contractor agrees to indemnify and hold the City of Fair Oaks Ranch, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the Work or goods performed or provided by Contractor – expressly including those arising through strict liability or under the constitutions of the United States.

**Section 9. Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 10. No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**Section 11. Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**Section 12. Waiver.** Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 13. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Kendall County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Kendall County, Texas.

**Section 14. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

**Section 15. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**Section 16. Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 17. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 18. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 19. Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Section 20. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Section 21. Right To Audit.** City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained

in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

**22. Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**24. Boycott Israel.** The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

**25. Energy Company Boycotts.** Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify City.

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

**Exhibit A**

**27. Sales Tax.** The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act") and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the services to be provided under this Contract, tangible personal property purchased for use in the performance of this Contract and not completely consumed, or other taxable services used to perform this Contract, or other taxes required by law in connection with this Contract.

**28. Compliance with Laws, Charter, Ordinances.** Contractor, its agents, employees and subcontractors must comply with all applicable federal and state laws, the ordinances of the City of Fair Oaks Ranch, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Contractor must obtain all necessary permits, bonds and licenses that are required in completing the work contracted for in this agreement.

**29. Liquidated Damages.** Contractor hereby acknowledges that the award of the contract includes the requirement to timely commence the work on the Project in accordance with the fully executed Contract. Contractor hereby further agrees to pay to City as liquidated damages the applicable sum quoted below, for each calendar day in excess of the time set forth for completion of the Project. Time of completion is of the essence for the Project.

For each day that any work shall remain uncompleted after the time specified in the Contract, or the increased time granted by the City, or as equitably increased by additional work or materials ordered after the Contract is executed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due from the City:

AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES
Less than \$25,000.00	\$100.00 Per Day
\$25,000.00 to \$99,999.99	\$150.00 Per Day
\$100,000.00 to \$499,999.99	\$200.00 Per Day
\$500,000.00 to \$1,000,000.00	\$250.00 Per Day
More than \$1,000,000.00 (sliding scale)	\$350 Per Day first 30 days; \$400 Per Day 31-60 days; \$500 Per Day 90 days and beyond

## **Exhibit A**

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the default shall continue after the time stipulated in the Contract for completing the work. The said amounts are fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages that the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain and which shall be retained from the monies due, or that may become due, under the Contract; and if said monies be insufficient to cover the amount owing, then the surety shall pay any additional amounts due. Notwithstanding the foregoing, in the event that the actual damages incurred by the City exceed the amount of liquidated damages, the City shall be entitled to recover its actual damages.

### **30. Warranty**

The Contractor shall provide a warranty covering defect of material and workmanship for one calendar year following final completion of the Project.

### **31. Retainage**

For each progress payment made prior to Final Completion of the Work, the City may withhold retainage in the amount of 10%. Retainage will be released upon achievement of Final Completion and acceptance by the City.

**Exhibit A**

**EXECUTED** on \_\_\_\_\_.

**CITY:**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Scott M. Huizenga

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY**

**CONTRACTOR**

City of Fair Oaks Ranch  
Attn: Scott M. Huizenga  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015

Pesado Construction Company  
4848 Sinclair Road  
San Antonio, TX 78222

**Exhibit A**

**Exhibit "A"**

**SCOPE OF SERVICES**

**Exhibit A**

Code	Desc	Quan	Units	Price	Total
Bid Items 1-37					
10	EFFLUENT PUMP STATION IMPROVEMENTS	1	LS	\$710,000.00	\$710,000.00
20	INFLUENT LIFT STATION IMPROVEMENTS	1	LS	\$790,000.00	\$790,000.00
30	ELECTRICAL, SCADA, I&C IMPROVEMENTS	1	LS	\$1,165,000.00	\$1,165,000.00
40	REMOVE CONCRETE CURB	144	LF	\$15.00	\$2,160.00
50	REMOVE CONCRETE SIDEWALKS AND DRIVEWAYS	426	SF	\$14.00	\$5,964.00
60	6" FLEX BASE	420	SY	\$18.00	\$7,560.00
70	TACK COAT	52	GAL	\$24.00	\$1,248.00
80	HOT MIX ASPHALTIC PAVEMENT, TYPE B (10" COMP. DEPT	17	SY	\$750.00	\$12,750.00
90	HOT MIX ASPHALTIC PAVEMENT, TYPE D (2" COMP. DEPTH	500	SY	\$65.00	\$32,500.00
100	SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE AS	1,718.00	SY	\$5.00	\$8,590.00
110	CONCRETE CURB	144	LF	\$52.00	\$7,488.00
120	CONCRETE SIDEWALKS	63	SY	\$112.00	\$7,056.00
130	PORTLAND CEMENT STRUCTURAL CONCRETE DRIVEWAY	458	SY	\$190.00	\$87,020.00
140	CONCRETE OUTLET PAD	5	CY	\$1,200.00	\$6,000.00
150	REMOVE AND REPLACE IRON FENCE	20	LF	\$335.00	\$6,700.00
160	TOPSOIL (4" DEPTH)	1,926.00	CY	\$40.00	\$77,040.00
170	HYDOMULCHING	22,644.00	SY	\$7.00	\$158,508.00
180	TIFWAY 419 BERMUDA GRASS SOD	25,000.00	SF	\$5.00	\$125,000.00
190	BARRICADES, SIGNS, AND TRAFFIC HANDLING	1	LS	\$2,700.00	\$2,700.00
200	TEMPORARY EROSION, SEDIMENTATION AND WATER POLLUTI	1	LS	\$33,000.00	\$33,000.00
210	TRENCH EXCAVATION SAFETY PROTECTION	10,484.00	LF	\$2.00	\$20,968.00
220	6" DR 18 C900 PVC WATER LINE	10	LF	\$50.00	\$500.00
230	12" DR 18 C900 PVC WATER LINE	10,484.00	LF	\$127.00	\$1,331,468.00
240	6" GATE VALVE CLASS 250	3	EA	\$2,850.00	\$8,550.00
250	12" GATE VALVE CLASS 250	10	EA	\$5,250.00	\$52,500.00
260	12" FLAP VALVE	1	EA	\$4,380.00	\$4,380.00
270	TAPPING SLEEVES AND VALVES CONNECTION ASSEMBLY	4	EA	\$10,500.00	\$42,000.00
280	DUCTILE IRON FITTINGS, ALL SIZES AND TYPES	10.25	TN	\$25,000.00	\$256,250.00
290	6" WATER TIE-IN	3	EA	\$2,000.00	\$6,000.00
300	2" BLOW-OFF, PERMANENT	2	EA	\$3,900.00	\$7,800.00
310	2" COMBINATION AIR RELEASE VALVE ASSEMBLY	9	EA	\$12,000.00	\$108,000.00
320	EROSION CONTROL MAT	83	SY	\$26.00	\$2,158.00
330	CHAIN LINK WIRE FENCE (8')	15	LF	\$168.00	\$2,520.00
340	EPDM POND LINER MIN. 45 MILL THICKNESS	383	SF	\$30.00	\$11,490.00
350	CPS ENERGY ALLOWANCE	1	ALW	\$25,000.00	\$25,000.00
360	MOBILIZATION (MAX 10% OF ITEMS 4 TO 34)	1	LS	\$240,000.00	\$240,000.00
370	PREPARING RIGHT OF WAY (MAX 5% OF ITEMS 4 TO 34)	1	LS	\$120,000.00	\$120,000.00
				<b>Total of Unit Price Bid Items 1-37</b>	<b>\$5,485,868.00</b>
SUPPLEMENTARY BID ITEMS					
501	EFFLUENT MAIN LOWERING	12	EA	\$4,800.00	\$57,600.00
502	EFFLUENT MAIN LOWERING (WITH STEEL CASING)	9	EA	\$11,500.00	\$103,500.00
				<b>Total Unit Price Supplementary Bid Items S1-S2</b>	<b>\$161,100.00</b>
				<b>Total of All Unit Price Bid Items</b>	<b>\$5,646,968.00</b>
ADD ALTERNATE 1 - ODOR CONTROL IMPROVEMENTS					
1100	ODOR CONTROL IMPROVEMENTS	1	LS	\$155,000.00	\$155,000.00
				<b>Total of All Unit Price Bid Items</b>	<b>\$155,000.00</b>
				<b>Total</b>	<b>\$5,801,968.00</b>

Exhibit "B"

**REQUIREMENTS FOR ALL INSURANCE DOCUMENTS**

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Fair Oaks Ranch accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Fair Oaks Ranch shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Fair Oaks Ranch shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Fair Oaks Ranch will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Fair Oaks Ranch as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Fair Oaks Ranch of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Fair Oaks Ranch.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions

**Exhibit A**

representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.

13. Upon request, Contractor shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Fair Oaks Ranch within ten (10) business days after contract award and prior to starting any work by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Fair Oaks Ranch, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fair Oaks Ranch. The certificate of insurance and endorsements shall be sent to:

**City of Fair Oaks Ranch**  
**Attn: Clayton Hoelscher, Procurement Manager**  
**Email: [choelscher@fairoaksranchtx.org](mailto:choelscher@fairoaksranchtx.org)**  
**7286 Dietz Elkhorn**  
**Fair Oaks Ranch, Texas 78015**

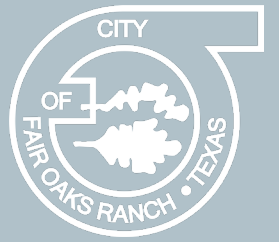
**Exhibit A**

**Exhibit "C"**

**EVIDENCE OF INSURANCE**



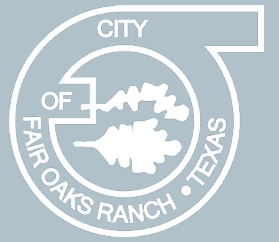
# WWTP Phase I Expansion Project Award



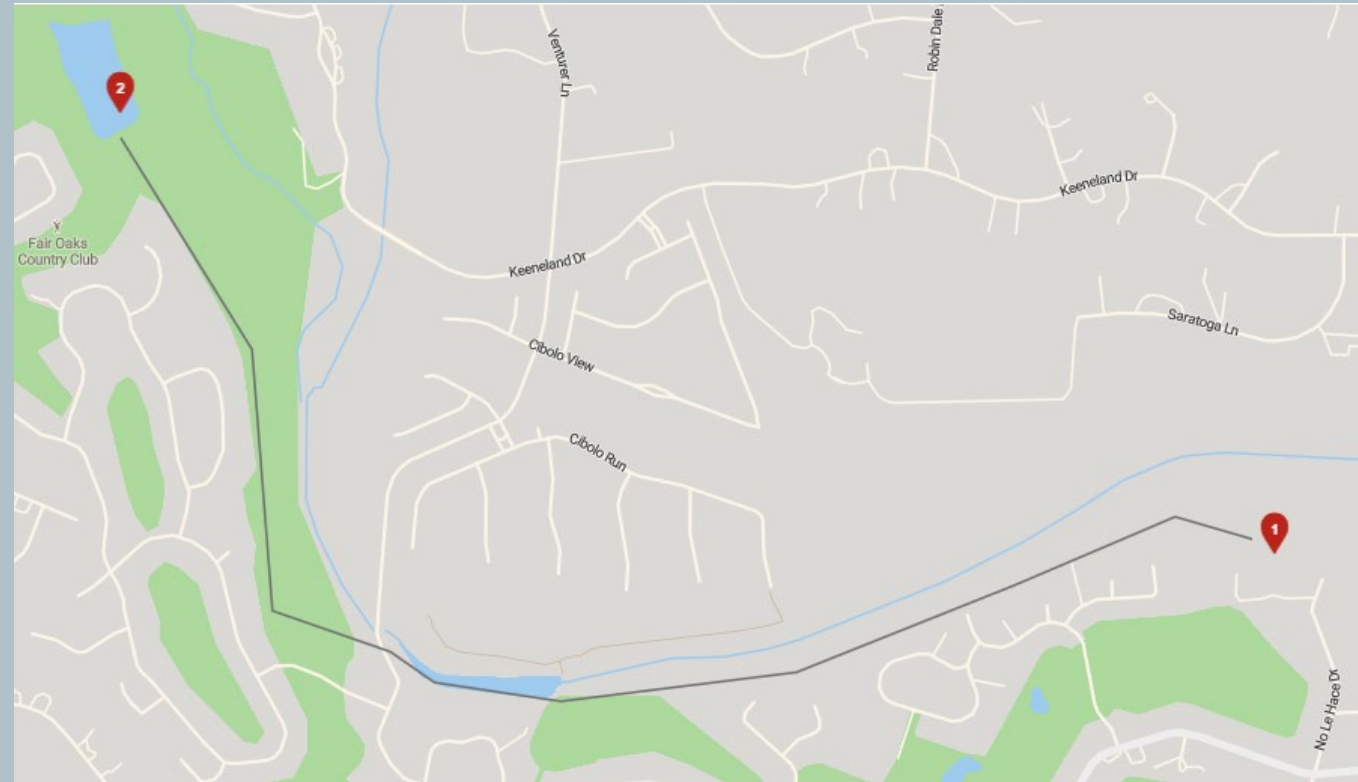
March 5, 2026

Kelsey Delgado, Project Manager  
Summer Fleming, CGFO, Director of Finance

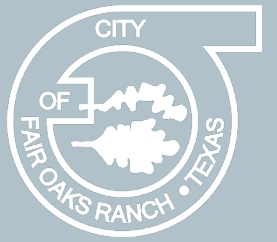
# WWTP Phase I Project Background



- WWTP Phase 1 Expansion aims to address the immediate needs of our aging infrastructure
- Improvements include Effluent Pump Station upgrades, pipeline conveyance improvements, Bottom of the Hill Lift Station upgrades and headworks odor mitigation
- Improves pumping capacity and upsizes the conveyance pipelines to allow effluent to be sent from the WWTP to the golf course ponds
- Final design was submitted in November 2025 and was advertised for bid in December 2025

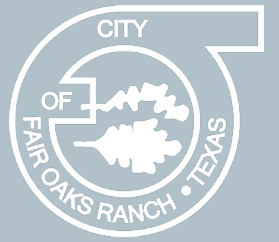


# Project CIP Budget



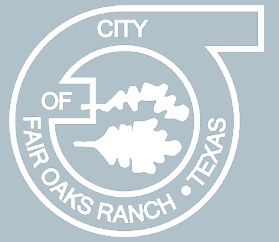
<b>PROJECT COSTS</b>	<b>Prior</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>	<b>Total</b>
Design Phase	\$293,996	\$917,253			\$1,211,249
Construction			\$1,633,321	\$2,607,171	\$4,240,492
Management			\$81,666	\$130,359	\$212,025
<b>Total Estimated Cost</b>	<b>\$293,996</b>	<b>\$917,253</b>	<b>\$1,714,987</b>	<b>\$2,737,530</b>	<b>\$5,663,766</b>

# Opinion of Probable Construction Cost (OPCC)



- Updated OPCCs were provided by the consultant throughout the design process, with the most recent received in November 2025
- Upon further review, mobilization and right-of-way preparation costs were adjusted during negotiations

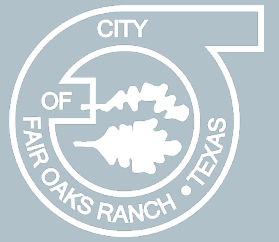
	<b>Base Bid</b> (including contingency)	<b>Bid Alt #1</b>	<b>Bid Alt #2</b>	<b>Total</b> (including both bid alts)
November 2025 OPCC	\$4,084,500.00	\$310,000.00	\$29,920.00	\$4,424,420.00
Revised OPCC	\$4,443,805.30	\$310,000.00	\$29,920.00	\$4,783,725.30



# Project Bid Results

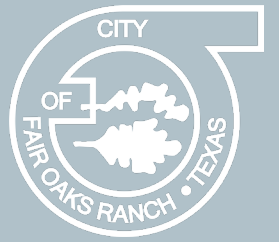
- Construction proposals were solicited in December 2025 and included two bid alternatives – **Bid Alt #1: Odor Control Improvements** and **Bid Alt #2: Existing Sanitary Sewer Replacement with Manhole Installation**
- Three proposals were received and evaluated based on contractor experience, project approach, and price. Bid proposals were as follows:

	Base Bid	Bid Alt #1	Bid Alt #2	Total (including both bid alts)
Pesado Construction Company	\$5,816,968.00	\$155,000.00	\$66,650.00	\$6,038,618.00
Associated Construction Partners	\$5,846,178.00	\$350,000.00	\$165,800.00	\$6,361,978.00
M5 Utilities	\$6,372,144.09	\$345,218.13	\$58,650.14	\$6,776,012.36



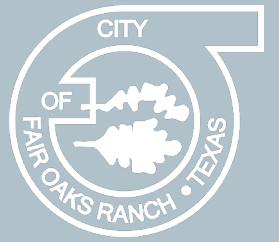
# Contractor Selection

- Based on the evaluation criteria, staff selected **Pesado Construction Company**
- Through January, staff and Pesado Construction Company negotiated to identify value engineering and cost savings opportunities
- Improved pricing for electrical and SCADA integration reduced pricing by **\$170,000**
- This reduced the base bid to **\$5,646,968**. Staff also recommends awarding Bid Alt #1 in the amount of \$155,000, resulting in a total construction cost of **\$5,801,968**.
- New construction total is \$1.56 million higher than the current project construction budget



# OPCC Comparison

- The consultant provided a detailed comparison of the OPCC and the contractor's proposal
- Primary contributors to the cost increase includes:
  - bypass pumping for the influent lift station (+\$540,000)
  - electrical improvements and SCADA integration (+\$685,000)
  - ductile iron fittings (+\$153,750)
  - costs associated with lowering the effluent main (+\$121,500)



# Long-Term Financial Impact

- Project funding plan
  - Included in 5-Year CIP and planned for debt issuance
  - Updated construction cost required revised debt analysis
- Debt structuring approach
  - Structured to minimize first-year impact
  - Provides gradual and stable debt service profile
  - Promotes predictability and long-term affordability

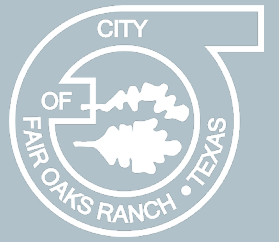
# Future Wastewater Debt Service Fee Projections



Fiscal Year	Monthly Debt Service Fee	Annual Debt Service Fee	Percent Change
FY 2025-26	\$16.91	\$202.92	
FY 2026-27	\$17.36	\$208.32	+2.6%
FY 2027-28	\$14.70	\$176.40	-15.3%
FY 2028-29	\$14.51	\$174.12	-1.3%
FY 2029-30	\$15.39	\$184.68	+6.1%

## Key Drivers of Projections:

- Based on total annual wastewater-related debt obligations
- Structured to reduce sharp first-year rate increases
- 1.5% projected annual growth in connections
- Preliminary interest rates assumed at 4.5% and 4.75%



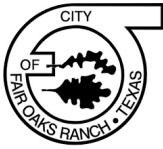
# Next Steps

**March 5, 2026:** Approval of a resolution authorizing the execution of an agreement with Pesado Construction Company for the WWTP Phase 1 Expansion Project

**March 2026:** Hold Pre-Construction Meeting with Contractor

**Mid April/May 2026:** Begin Construction (~12-month duration)

**Spring 2027:** Project Completion




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

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**AGENDA TOPIC:** Consideration and possible action approving a resolution amending the Fair Oaks Ranch Transportation Safety Advisory Rules of Procedure

**DATE:** March 5, 2026

**DEPARTMENT:** Transportation Safety Advisory Committee

**PRESENTED BY:** Carole Vanzant, CPM, ICMA-CM, Assistant City Manager  
Chris Doepke, TSAC Vice Chairperson

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### **INTRODUCTION / BACKGROUND:**

The City Council on July 18, 2024, established by ordinance the City of Fair Oaks Ranch Transportation Advisory Safety Committee ("TSAC"). The ordinance states the Committee's Rules of Procedure shall be created, by resolution, and presented to the City Council for consideration and approval.

Section 19 (Amendments) of the Rules states that the document may be amended, in whole or in part, by a majority vote of the members of the City Council. At the TSAC February 4 meeting, the Committee performed a review of its Rules of Procedure and unanimously recommended amendments to the City Council for consideration. The resolution for the City Council consideration includes two statutory and three administrative proposed amendments:

#### **Statutory**

Sections 8 (Agendas) and 10 (Regular Meetings) are revised to reflect the current state law requirements for the posting of meeting agendas *at least three business days prior to a meeting date*.

#### **Administrative**

Section 4 (Officer's Duties) changes the requirement of the Chairperson from *shall present* to *shall be present* at City Council meetings when TSAC recommendations, etc. are presented.

Section 13 (Staff Responsibilities) adds *that staff shall present all committee recommendations and/or actions to the City Council and shall inform the Council of other committee business. It also states that the Chairperson may act for the staff, if necessary*. Reasons for amendment:

- Addresses the Section 4 amendment stipulating staff perform City Council presentations.
- Stipulates all TSAC recommendations and/or actions and other TSAC business be

presented.

Section 16 (Motions) adds that, *in the event of a tie vote caused by a Committee member's absence, the request shall be considered at a future meeting where all Committee members are present.* Reasons for amendment:

- Currently, a tie vote does not advance to the City Council.
- Being a tie vote, the Committee desires the item to be re-heard prior to 365 days.

**Staff note:** this amendment only applies in the case of a tie vote. This differs from Section 8.4 (Agendas) which states that once an item has been heard and finally acted upon by the Committee, it cannot be reheard for a period of 365 days from the day the Committee heard the item, unless new pertinent safety information is provided. (According to Roberts Rules of Order, a tie vote is considered an action of the governing body).

The next step is for the City Council to approve the amended resolution as proposed, or make additional amendment(s) to the amended resolution prior to approval.

**POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:**

1. Allows for the Committee to propose amendments to its Rules of Procedure.
2. Provides statutory amendments and proposes administrative amendments related to meeting notice postings, chairperson and staff roles in City Council presentations, and tie vote actions.
3. Ensures compliance with state statutes and local regulations.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

N/A

**LEGAL ANALYSIS:**

Approved as to form.

**RECOMMENDATION / PROPOSED MOTION:**

I move to approve a resolution amending the Fair Oaks Ranch Transportation Safety Advisory Committee Rules of Procedure.

## RESOLUTION

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AMENDING THE FAIR OAKS RANCH TRANSPORTATION SAFETY ADVISORY COMMITTEE RULES OF PROCEDURE; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, on July 18, 2024, the City Council of the City of Fair Oaks Ranch, by ordinance, established the Fair Oaks Ranch Transportation Safety Advisory Committee; and

**WHEREAS**, the ordinance requires the committee's Rules of Procedure be created and presented, by resolution to the City Council for consideration and approval; and

**WHEREAS**, on July 18, 2024, the City Council approved Resolution 2024-34 adopting the Fair Oaks Ranch Transportation Safety Advisory Committee Rules of Procedure; and

**WHEREAS**, on March 6, 2025, the City Council approved Resolution 2025-06 adopting amended Transportation Safety Advisory Committee Rules of Procedure; and

**WHEREAS**, on February 4, 2026, members of the Committee unanimously recommended advancement of proposed amendments to the City Council for consideration and possible action; and

**WHEREAS**, after careful review and consideration, the City Council deems it appropriate to amend the Transportation Safety Advisory Committee's Rules of Procedure.

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

**Section 1.** The Fair Oaks Ranch Transportation Safety Advisory Committee Rules of Procedure is adopted as set forth in the attached, as "**Exhibit A.**"

**Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the 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 5<sup>th</sup> day of March 2026.**

\_\_\_\_\_  
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Valdez, TRMC  
Deputy City Secretary

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

## **EXHIBIT A**

The Transportation Safety Advisory Rules of Procedure is hereby amended as follows:  
[Deletions shown as strikethrough and additions shown as underscore]

### **CITY OF FAIR OAKS RANCH TRANSPORTATION SAFETY ADVISORY COMMITTEE RULES OF PROCEDURE**

#### **1.0 Statement**

It is hereby declared that the appointment to the Transportation Safety Advisory Committee is a distinct honor and the trust imposed in the appointee involves the corresponding obligation of the appointee to serve the community by regular attendance and participation in the proceedings of the body. This document describes the procedure to be used to carry out the Committee's mission.

#### **2.0 Creation and Membership**

- 2.1** The Transportation Safety Advisory Committee ("TSAC") was established, under Ordinance 2024-09, and members serve at the will of the City Council. Appointments and re-appointments to the Committee shall be made annually based on the term expiration and expressed interest of members to continue to serve, or at such other times as may be authorized by State Law. Members shall be residents of Fair Oaks Ranch. Terms shall coincide with the City's fiscal year (October 1 through September 30). Appointments to fill unexpired terms will be made on an as needed basis.
- 2.2** The Committee shall consist of seven (7) members who shall be appointed by majority vote of the City Council. The members shall serve for a term of two (2) years, staggered, and are subject to removal for cause by the City Council. Each member shall take a place on the Committee; such places as being numbered 1 through 7. A vacancy on the TSAC may be filled for the unexpired term by the City Council.
- 2.3** The City Manager shall assign city staff as non-voting members to participate in and support the Committee with the minimum representation from Public Safety and Public Works or other departments.
- 2.4** Staff should develop and lead orientation sessions at the beginning of new terms of office for new Committee members. If a seat becomes vacant and a new member(s) are appointed to complete an unexpired term, the new member(s) should also be provided with an orientation session.
- 2.5** All members are encouraged to attend every-called meeting of TSAC.

#### **3.0 Officers**

- 3.1** The Committee shall select from among its members in their first meeting of

the fiscal year following new appointments, a Chairperson and Vice-Chairperson to serve for a period of one (1) year.

- 3.2 If either the Chair or Vice-Chairperson position becomes vacant, a majority of the remaining members who are present shall appoint an existing Committee member to complete the unexpired term of the vacant position.
- 3.3 In the absence of both the Chairperson and Vice-Chairperson at a scheduled meeting, the Committee shall elect an Acting Chairperson.

#### **4.0 Officer's Duties**

- 4.1 The Chairperson shall preside over all posted meetings and perform all Committee duties as required by Chapter 551, Texas Government Code (also known as the Texas Open Meetings Act) and other applicable laws as advised by staff.
- 4.2 The Vice-Chairperson shall assume all duties of the Chairperson in the absence of the Chairperson.
- 4.3 ~~The Chairperson shall present Committee recommendations to the City Council~~ shall be present at City Council meetings when Committee recommendations and/or actions are presented to the Council. The Chairperson may designate a committee member or ~~the staff liaison to present recommendations if they or the Vice-Chairperson are unavailable.~~

#### **5.0 Purpose and Duties of the Committee**

- 5.1 The purpose and duties of the Transportation Safety Advisory Committee is to:
  - Improve the city's quality of life through a citizen-government partnership that promotes transportation safety.
  - Review transportation (vehicles, bicycles, pedestrian movements, etc.) safety issues related to public transportation infrastructure properly submitted to the Committee either by Fair Oaks Ranch citizens or by the City, and after due consideration and affirmative Committee vote, recommend action for City Council consideration, if applicable.  
Examples include:
    - Changes to traffic patterns
    - Poor sight distance at intersections
    - Crosswalks
    - No Parking zones
    - Yield and stop signs
    - Speed limit increases and decreases
    - Hike and bike lanes; and/or,
    - Speed limiting devices.
  - Direct citizen requests regarding private roadways, walks, and paths

within the city to the appropriate organization (e.g. Country Club, FORHA, gated community HOA, etc.).

- Advise the City Council and provide recommendations regarding the overall planning and programming of transportation safety improvements.
- Additional duties, as directed by the City Council, may include, but are not necessarily limited to, the following:
  - Develop materials needed for promotion of transportation safety.
  - Create and review annually a transportation safety plan for the City.
  - Review proposed transportation safety ordinances and make recommendations to the City Council.

## **6.0 Meeting Rules of Order**

- 6.1 The Committee shall follow and abide by the current edition of the Roberts Rules of Orders on file in the City Secretary's office.
- 6.2 The Chairperson shall rule on all points of order.
- 6.3 The Committee may overrule the Chairperson on points of order by a two-third (2/3) vote of members present.

## **7.0 Quorum**

- 7.1 A quorum shall consist of four (4) members.
- 7.2 Committee agenda items may not be acted upon without the presence of a quorum.
- 7.3 An affirmative vote is required by a majority of members present at a meeting to act upon Committee matters except as otherwise stated in these rules or applicable statute.

## **8.0 Agendas**

- 8.1 Meeting agendas shall be prepared by the City Secretary's office for each meeting. A copy of the agenda, at the minimum, shall be posted continuously on the outside bulletin board at the Fair Oak Ranch City Hall and on the City's website for at least three business days prior to the meeting date, as required by law. ~~at the meeting location as required by law for a period of seventy-two (72) hours prior to the meeting~~
- 8.2 The Chairperson shall follow, as closely as possible, the posted agenda, taking the items in the posted numerical order. The Chairperson may take items out of order to accommodate the needs of the Committee, staff, and meeting participants.
- 8.3 Committee members can suggest agenda items to be placed on a future agenda which fall under the scope of TSAC. Timing of placement of the item is dependent on availability of staff should staff work be required.

- 8.4 Once an item has been heard and finally acted upon by the Committee, it cannot be reheard for a period of 365 days from the day the Committee heard the item, unless new pertinent safety information is provided, as determined by the Committee and/or staff.
- 8.5 City staff may make a recommendation on agenda items and may present findings or information as needed or requested by the Committee or City Manager.

## 9.0 Meeting Minutes

- 9.1 Minutes of all regular and special meetings shall be maintained by the City Secretary's office and are subject to amendment and ratification by the Committee at a regular meeting.
- 9.2 The minutes of the Committee's proceedings shall be record minutes showing the overall vote, or if a member is absent or fails to vote, shall reflect that fact.
- 9.3 The Chairperson or Vice-Chairperson, in the absence of the Chairperson, will sign the approved minutes.

## 10.0 Regular Meetings

- 10.1 The Committee shall meet quarterly or more frequently at the Fair Oaks Ranch Municipal Complex or another location when properly posted, as required by law. ~~for a period of seventy-two (72) hours~~. All meetings shall be open to the public.
- 10.2 Dates and time of the regular and special meetings shall be set by the Committee, in coordination with the City Manager or his/her designee. Under special circumstances the Committee may cancel or reschedule a meeting date and/or time.
- 10.3 Any Committee member missing two (2) consecutive regularly scheduled meetings without a valid excuse, provided to the Chairperson, which includes illness, death in the family, scheduled family vacation, or emergency shall be subject to dismissal by the Council from the Committee. The Chairperson has the responsibility of reporting any committee member's proposed dismissal to the City Council for consideration.

## 11.0 Special Meetings

- 11.1 When needed and in coordination with the City Manager, special meetings may be called by the Chairperson, at the request of two (2) or more members, or by a majority of the Committee at any previous meeting.
- 11.2 Special meetings must be posted in accordance with the Texas Open Meetings Act.

## 12.0 Addressing the Committee

- 12.1. The Committee shall hear from persons who signed in prior to the start of a meeting, on a form provided by the City Secretary's office.

- 12.2.** The Chairperson will call the person who desires to address the Committee to the podium at the appropriate time and will follow the guidelines below:
- A. Ask the speaker to state their name, whether they are a citizen of the City of Fair Oaks Ranch, and/or whether they represent a person or an organization.
  - B. Ensure the speaker is courteous in language and deportment and can be heard clearly.
  - C. Address all applicable statements and questions of the speaker.
  - D. Limit speaker comments to 5 minutes.
  - E. Allow Committee members to question or ask/provide clarification from the speaker regarding specific statements made by the speaker.
  - F. Allow Committee members to question or ask clarification from staff.
- 12.3.** The Chairperson may interrupt a speaker to redirect or terminate remarks when they are not relevant to the matter before the Committee, or when the Chairperson determines the remarks to be out of order.
- 12.4.** The Committee shall not deliberate on any item that is not on the agenda, and for such an item, members of the Committee may either: (1) make a statement of fact regarding the item; (2) make a statement concerning the policy regarding the item; or (3) if applicable, propose that the item be placed on a future agenda.

### **13.0 Staff Responsibilities**

- 13.1** The City Manager or designee shall be responsible for providing the Committee with the necessary professional, technical, and clerical services, among which shall be the following:
- A. Prepare and post agenda packets, staff reports, and any special projects;
  - B. To the extent necessary, introduce and factually explain items on the agenda;
  - C. Review applicable Transportation Code provisions and other regulations to ensure intent of the submittals are appropriate;
  - D. Coordinate the services of all staff including public information requests for and on behalf of the Committee;
  - E. Have custody and maintain all Committee records; and,
  - F. Attend to all official Committee correspondence and communications.
  - G. City staff shall present all Committee recommendations and/or actions to the City Council and shall inform the Council of other Committee business. The Chairperson may act for the staff, if necessary.

### **14.0 Written Request Required**

- 14.1** Every submittal for Committee review and recommendation shall be made in

writing on a city application form provided by the City Secretary's office. The request shall be complete in all respects before being accepted by the City Secretary office.

## **15.0 Conflict of Interest Rules**

**15.1** Any member who concludes that they may have a conflict of interest on a matter defined in Local Government Code Chapter 171 shall file an affidavit stating the nature and extent of the conflict of interest with the City Secretary and shall abstain from further participation (e.g., voting on or discussing) in the matter at hand.

## **16.0 Motions**

**16.1** A motion may be made by any member present at the meeting.

**16.2** A motion to recommend approval requiring City Council action shall require a majority favorable vote of the members present. Failure of the Committee to secure a majority concurring vote to recommend approval at said next regular meeting shall be recorded in the minutes as a denial of the proposal under this rule.

**16.3** In the event of a tie vote caused by a Committee member's absence, the request shall be considered at a future Committee meeting where all Committee members are present.

## **17.0 Miscellaneous**

**17.1** All members of the Committee are encouraged to review the agenda packet and if desired, inspect the affected properties, in advance of the meeting. Contact the City Manager or designee when additional information is sought.

## **18.0 Records**

**18.1** In accordance with the City's adopted records retention schedule, applicable original Committee records shall be retained as a part of the permanent record.

**18.2** Official records and citizen requests filed for Committee action in regular or special meetings shall be on file in the City Secretary's office and by appointment, shall be open to public inspection during customary working hours.

## **19.0 Amendments**

**19.1** This document may be amended, in whole or in part, by a majority vote of the members of the City Council.



# Transportation Safety Advisory Committee Rules of Procedure Proposed Amendments

March 5, 2026

Carole Vanzant, CPM, ICMA-CM  
Assistant City Manager



# Introduction

TSAC Meeting - February 4, 2026

1. Committee reviewed Rules of Procedure
2. Unanimously recommending amendments to the City Council
  1. Two statutory
  2. Three administrative



# Statutory Amendments

## Sections 8.1 and 10.1 – Posting Meeting Agendas

Updated to comply with new state law requirement of posting at least three business days prior to a meeting date



# Administrative Amendments

## Section 4.3 – Presentation of TSAC Actions

- Changes the requirement of the Chairperson from *shall present to shall be present* at City Council meetings when Committee recommendations are presented

### Reasons

- Staff is currently doing so with the Chairperson present
- Committee desires the Chairperson to be present, and not to present



# Administrative Amendments, Cont'd

## Section 13.1 – Presentation of TSAC Actions

- Adds the requirement *that staff shall present all actions to the City Council and shall inform the Council of other Committee business*
- Adds *Chairperson may act for the staff, if necessary*

### Reasons

- Addresses Section 4.3 proposed amendment
- Clarifies ALL actions and recommendations

# Administrative Amendments, Cont'd.



## Section 16.3 – Tie Vote

*Adds in the event of a tie vote caused by a Committee member's absence, the request shall be considered at a future Committee meeting where all Committee members are present*



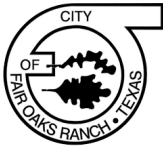
# Administrative Amendments, Cont'd.

## Reasons

- A tie vote does not advance to the City Council.
- Committee desires submittal to be reheard prior to 365 days.
  - Section 8.4 - once an item has been heard and finally acted upon by the Committee, it cannot be reheard for a period of 365 days from the day the Committee heard the item, unless new pertinent safety information is provided.
  - Roberts Rules of Order - a tie vote is an action of the governing body.



# Questions




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

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AGENDA TOPIC: Consideration and possible action approving a resolution of the City Council of the City of Fair Oaks Ranch establishing the City's co-sponsorship of a 250th Anniversary of America Parade with the Fair Oaks Ranch Homeowners' Association

DATE: March 5, 2026

DEPARTMENT: Administration

PRESENTED BY: Jim Williams, MBA, ICMA-CM, Assistant City Manager

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### INTRODUCTION / BACKGROUND:

On January 20, 2026, the Fair Oaks Ranch Homeowners Association (FORHA) submitted a written request to the City Manager's Office seeking the City's co-sponsorship of a community parade commemorating the 250th Anniversary of our Nation's founding.

Following this request, City Administration and FORHA developed a tentative Memorandum of Understanding (MOU) (**Exhibit A**) outlining the proposed co-sponsorship framework. The MOU is intended to ensure the City fulfills its responsibilities to preserve public safety, manage operational risk, provide transparency in the use of public resources, and facilitate the temporary closure of City streets, while supporting FORHA's objective of hosting a community event that honors our Nation and promotes civic pride.

A summary of the proposed co-sponsorship responsibilities is provided below.

#### City's Responsibilities:

1. Coordinate the temporary closure of designated City streets at appropriate times (**Exhibit B** – Proposed Parade Route Map).
2. Provide Police, EMS, and Public Works personnel and equipment necessary to maintain public safety and order (**Exhibit C** – Estimated Staffing and Equipment Resources).
3. Provide limited assistance with event promotion through the City's established communication channels.
4. Assign a City staff liaison to coordinate with the FORHA parade planning committee.

#### FORHA Responsibilities:

1. Lead parade planning, coordination, and event execution.
2. Manage participant and volunteer registration.
3. Conduct event marketing through FORHA communication platforms.
4. Obtain required permits and provide appropriate notifications to affected residents and property owners.
5. Assume financial responsibility for event costs not expressly authorized by the City Council.

6. Maintain insurance coverage in accordance with the requirements outlined in **Exhibit 1** of the MOU.

Next steps. Upon approval of the resolution by the City Council, the City Manager will execute the Memorandum of Understanding and begin coordinating the City's operational and public safety preparations in support of the parade.

**POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:**

Represents an opportunity to commemorate the Nation's 250th Anniversary while strengthening community engagement and civic pride within Fair Oaks Ranch.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The estimated financial impact to the City is detailed in **Exhibit C** of the resolution. Estimated costs can be accommodated within existing department appropriations. FORHA will maintain insurance coverage and indemnify the City in accordance with the terms of the MOU to mitigate financial and liability risk.

**LEGAL ANALYSIS:**

The City Attorney approved the resolution as to form. The City Attorney approved the Memorandum of Understanding.

**RECOMMENDATION / PROPOSED MOTION:**

I move to approve a resolution authorizing the City's co-sponsorship of a 250th Anniversary Celebration Parade on June 27, 2026, with the Fair Oaks Ranch Homeowners' Association, declaring that co-sponsoring serves a legitimate public purpose, authorizing street closures, and authorizing the City Manager to execute a Memorandum of Understanding with the Fair Oaks Ranch Homeowners' Association.

## A RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS ESTABLISHING THE CITY'S CO-SPONSORSHIP OF A 250<sup>th</sup> ANNIVERSARY OF AMERICA PARADE WITH THE FAIR OAKS RANCH HOMEOWNERS' ASSOCIATION; DECLARING THE JUNE 27, 2026 PARADE SERVES A PUBLIC PURPOSE; AUTHORIZING CITY STREET CLOSURES FOR THE EVENT; AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE FAIR OAKS RANCH HOMEOWNERS' ASSOCIATION; PROVIDING REPEAL AND SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the City of Fair Oaks Ranch, Texas is a municipality created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and its Home Rule Authority; and

**WHEREAS**, the Texas Transportation Code grants the City authority to control and regulate streets within the City; and

**WHEREAS**, in 2026, the United States of America will commemorate and celebrate the 250th Anniversary of its founding, marking a historic two and a half centuries of liberty, democracy, and national resilience; and

**WHEREAS**, on January 20, 2026, the Fair Oaks Ranch Homeowners' Association requested the City co-sponsor a 250<sup>th</sup> Anniversary Parade; and

**WHEREAS**, the proposed parade would require the closure of certain City streets and appropriation of City resources; and

**WHEREAS**, the City and Fair Oaks Ranch Homeowners' Association have tentatively agreed to terms outlined in a Memorandum of Understanding, attached as **Exhibit A**; and

**WHEREAS**, the proposed parade route and estimated City resource needs to support are depicted in and attached as **Exhibits B and C**, respectively; and

**WHEREAS**, in recognition of this historic milestone, the City Council has determined that co-sponsoring the proposed parade in commemoration of the Nation's 250th Anniversary serves a legitimate public purpose by fostering civic pride, community engagement, and patriotic celebration; and

**WHEREAS**, it is the desire of the City Council, and in the best interest of the public, for the City to co-sponsor a 250th Anniversary Parade as an official community celebration honoring this historic milestone in our Nation's history.

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

**Section 1.** The City Council agrees to co-sponsor a parade on **June 27, 2026**, with the Fair Oaks Ranch Homeowners' Association.

- Section 2.** The City Council hereby finds and declares that the expenditure of City resources in support of the parade serves a legitimate public purpose.
- Section 3.** The Fair Oaks Ranch Police Department is authorized to close City streets as generally depicted in **Exhibit B**, and to make reasonable adjustments as necessary to ensure public safety and effective traffic control.
- Section 4.** The City Manager is authorized to expend City resources as necessary to ensure adequate public safety services, consistent with applicable budget appropriations and substantially in accordance with the estimates depicted in **Exhibit C**.
- Section 5.** The City Manager is authorized to execute a Memorandum of Understanding (**Exhibit A**) with the Fair Oaks Ranch Homeowners' Association designating responsibilities of each party and other pertinent information.
- Section 6.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
- Section 7.** 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 8.** 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 9.** 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 10.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 11.** 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 5th day of March 2026.**

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Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

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Amanda Valdez, TRMC  
Deputy City Secretary

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

**Exhibit A**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF FAIR OAKS RANCH AND THE FAIR OAKS RANCH HOMEOWNERS'  
ASSOCIATION  
FOR CO-SPONSORSHIP OF A 250<sup>th</sup> ANNIVERSARY CELEBRATION PARADE**

THE STATE OF TEXAS §  
§  
COUNTIES OF BEXAR, COMAL, AND KENDALL §

This Understanding is entered into between the City of Fair Oaks Ranch, Texas (“CITY”) and, acting by and through its governing body, and the Fair Oaks Ranch Homeowners' Association, Inc. (“FORHA”) acting by and through its governing body.

**RECITALS**

WHEREAS, a 250<sup>th</sup> Anniversary Celebration parade will be held on June 27, 2026. The purpose of the parade is to foster civic pride, community engagement, and patriotic celebration; and

WHEREAS, FORHA desires CITY to provide public services in support of the parade and CITY desires to provide

NOW, THEREFORE, the CITY and FORHA in consideration of the mutual covenants and agreements do mutually agree as follows:

**250<sup>th</sup> ANNIVERSARY PARADE**

**A. Scope and Responsibilities – FORHA**

- Overall planning and execution of the parade, including participant and volunteer registration, and securing necessary hospitality and sanitation resources
- Event advertising through social media and the FORHA website.
- Secure 3<sup>rd</sup> party authorizations and permits as necessary to conduct the event, including property owner’s notification of street closure.
- Financial support for any costs associated with the event beyond the scope authorized by the City Council.
- Comply with insurance and indemnity provisions in Exhibit 1 of this Understanding.

**B. Scope and responsibilities – CITY**

- Provide a liaison to FORHA.
- Close certain City streets during appropriate times.
- Provide Police, EMS and Public Works staffing and equipment resources to maintain adequate peace and good order.
- Relay FORHA event advertising content through CITY social media and website channels.
- Comply with insurance and indemnity provision in Exhibit 1 of this Understanding.

**Exhibit A**

**TERMS AND OTHER CONDITIONS**

The term of this MOU expires on June 28, 2026. It may be terminated and/or modified by (i) by the mutual agreement and consent of both CITY and FORHA; by either party, upon the failure of the other party to fulfill its obligations as set forth in this MOU; (ii) by either party, at will and without cause by providing written notice sixty (60) days prior to date of termination. Any oral or written representations or modifications concerning this MOU shall be of no force and effect excepting a subsequent modification in writing by both parties.

It is understood by CITY and FORHA that each party shall be responsible for the provision of services as described by Sections A and B above, and that such obligations may be provided through expenditure of funds or in-kind service by each party.

It is not the intent of this Understanding for the CITY to serve as the primary sponsor or owner of the Parade event unless the CITY agrees to such subsequent request from FORHA. It is understood that work performed by FORHA or their contractor and materials for the Parade are considered a donation from FORHA to the CITY.

The CITY does not waive any rights to promulgate policies, procedures, rules, directives, and orders for the lawful use of the property. CITY will always retain control and supervision over the use of its property and does not waive any rights regarding the lawful administration of police powers within its jurisdiction, inclusive of these events. A police officer of the CITY responding to a call for service or investigating suspicious activity at these events shall maintain complete discretion in the manner and means by which they conduct police activity daily and as they would on any property within Fair Oaks Ranch. Nothing herein may be read to imply that FORHA has the right to limit lawful discretionary police activity during any event, without first obtaining written permission from the CITY or pursuant to a lawful order of a court of competent jurisdiction.

Signed:

\_\_\_\_\_  
President of Fair Oaks Ranch Homeowners Association, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager, City of Fair Oaks Ranch, Texas

\_\_\_\_\_  
Date

**Exhibit A**

**EXHIBIT 1**

**INSURANCE AND INDEMNITY PROVISIONS**

**Indemnification**

FORHA, ITS AGENTS, SERVANTS, EMPLOYEES OR CONTRACTORS AGREE TO INDEMNIFY AND HOLD THE CITY OF FAIR OAKS RANCH AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE ACTIVITIES PERFORMED UNDER THIS MOU BY FORHA, ITS AGENTS, SERVANTS, EMPLOYEES, OR CONTRACTORS – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

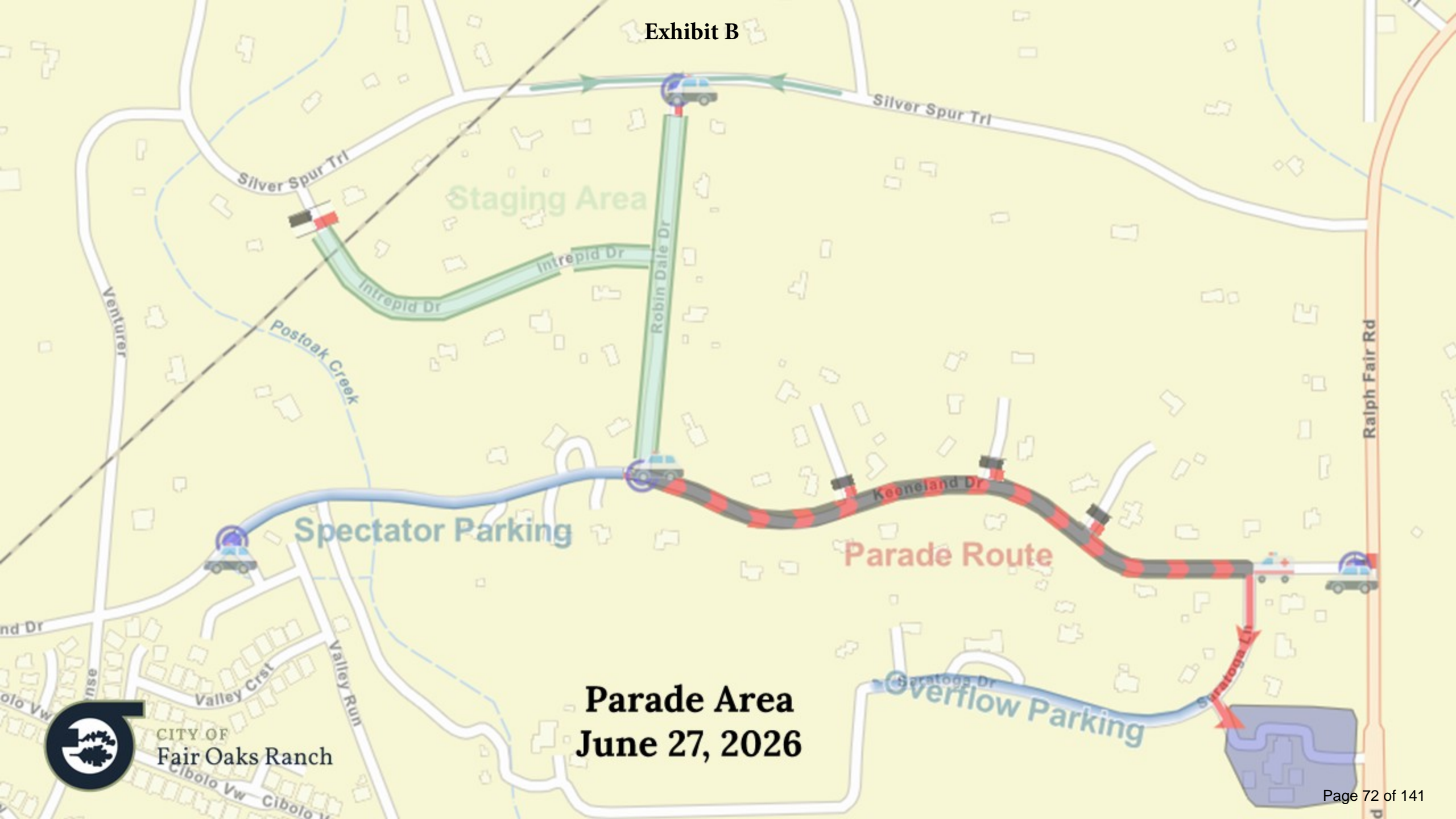
**Insurance Requirements**

FORHA shall ensure adequate insurance coverage is received from Contractor(s) prior to performing work on city-owned property. FORHA and CITY shall both be listed as Certificate Holders. A copy of the insurance coverage shall be provided to the City.

Contractor(s) shall specifically endorse applicable insurance policies as follows:

1. The City of Fair Oaks Ranch and the Fair Oaks Ranch Homeowners Association shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of the City and FORHA shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that the City and FORHA will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Fair Oaks Ranch as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

**Exhibit B**



**Spectator Parking**

**Staging Area**

**Parade Route**

**Overflow Parking**

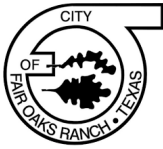
**Parade Area  
June 27, 2026**

**CITY OF  
Fair Oaks Ranch**

Exhibit C

FORHA Parade. June 27, 2026.

Resource Need (staff)	Hourly Rate	Units	Time (hours)	Total
Police Officer (estimated)	\$ 55.00	4	6	\$ 1,320.00
Public Works, Maintenance (after hours rate)	\$ 70.00	3	7	\$ 1,470.00
<b>Resource Need (equipment)</b>				<b>Total</b>
Barricade Rental	daily rate for 5 sets of barricades			\$ 800.00
Street sweeper	\$55 per hour * 4 hours			\$ 220.00
				<b>Estimated event total: \$ 3,810.00</b>




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

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AGENDA TOPIC: Tree Preservation Workshop  
 DATE: March 5, 2026  
 DEPARTMENT: Public Works  
 PRESENTED BY: Jessica Relucio, ENV SP, City Planner  
 Aithne Loeblich, Environmental Program Manager

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### **INTRODUCTION / BACKGROUND:**

The Unified Development Code (UDC) requires developers building a new residential subdivision to submit a tree preservation plan and mitigate the removal of protected and heritage trees. The UDC is absent in addressing individual platted or unplatted lots. Thus, a landowner can clear-cut their property regardless of whether there is a construction project. As a result, Council Member Swarek requested in late 2025 that the Mayor and City Manager add a tree preservation process on private property to a future city council agenda. In our investigation of the request, staff and the City Attorney's office found that preserving trees on undeveloped or developed lots would require implementing and enforcing tree removal permits to monitor tree removal and ensure any mitigation requirements are met.

This workshop provides a brief history of applicable ordinances and the UDC regarding tree preservation and mitigation standards, comparisons to regional cities' tree preservation standards, and an overview of a city's administrative procedural components for a tree removal permit. Staff seeks City Council direction on whether to continue pursuing implementation of a tree removal permit process on private property, and whether to initiate a possible community questionnaire.

### **Timeline of Code Changes and Workshops**

Tree regulation on private property is a complex issue that must balance the desires of the community with individual property rights. Past and recent actions related to tree preservation, including code amendments, workshops, and City Council direction are summarized below.

- May 2007— The City Council amended Chapter 10, Subdivision Regulations requiring mitigation of trees on any undeveloped tract through a tree preservation plan.
- May 2019 — The City Council adopted UDC Section 8.8 Tree and Habitat Protection requiring a tree preservation plan for all new residential and nonresidential development, and redevelopment with an increase in the building footprint or the total reconstruction.
- February 2023—The City Council held a tree preservation workshop where staff provided comparisons to other regional municipalities and possible ways to

preserve trees on private property through tree removal permits, tree preservation plans, mitigation, and an oak wilt fund.

- January 2024—The City received its first Tree City USA recognition from the Arbor Day Foundation, recognizing the City's commitment to preserving the city's tree canopy.
- May 2024—The City Council approved the establishment of a Tree Mitigation Fund and an Oak Wilt Program.
- October 2024—The City Council held a follow-up tree preservation workshop on a proposed tree permit process for private properties.
- October 2025—The City Council amended UDC Section 8.8 removing tree preservation and mitigation requirements for residential redevelopment.
- November 2025—A resident presented a request to the City Council to consider tree preservation requirements on private property. City Council Member Swarek requested a future City Council agenda item to discuss the resident's request.

### **City Comparisons**

Staff compared three regional cities and their respective tree preservation regulations. This comparison provides an overview of whether a city has a tree removal permit and/or tree preservation plan, how it is applicable — specifically, for residential development, and under what circumstances. Evaluating what is common among similarly situated communities provides context on regional standards and helps identify consistent regulatory approaches related to private property tree protection.

### **City of Fair Oaks Ranch**

A tree preservation plan is required for new development on unplatted land and the redevelopment of nonresidential properties, with no tree permit required for existing platted residential lots. Trees required for preservation include a standard protected tree of 28 inches or greater in circumference, and a heritage tree of 75 inches or greater in circumference. Where preservation is not feasible, mitigation is 1:1 ratio for protected and heritage trees with a fee-in-lieu option available.

### **City of Boerne**

A tree removal permit for any construction development activity within the city, including residential lots, requires a tree preservation plan with the tree permit submittal or, if not applicable, a survey or plot plan identifying trees proposed for removal. Trees required for preservation include 40% of standard and legacy trees in multifamily and commercial development, 35% in residential subdivisions or zones, and 100% of heritage trees across all residential, commercial, industrial, and multifamily zoning districts. Standard protected trees of 27–30 inches in circumference, legacy trees of 31–74 inches, and heritage trees of 75 inches or greater in circumference require preservation. Where preservation is not feasible, mitigation is 1:1 ratio for standard trees, 1.5:1 for legacy trees, and 3:1 for heritage trees, with a fee-in-lieu option.

### **City of San Marcos**

A development permit for all new construction and development (including redevelopment), including residential lots, require a tree survey, tree preservation and

mitigation table, tree tagging, and an aerial photograph showing proposed tree removal. Trees required for preservation include standard protected trees of 28–32 inches in circumference and heritage trees of 75 inches or greater in circumference. Where preservation is not feasible, mitigation is 1:1 ratio for standard trees and 2:1 for heritage trees, with a fee-in-lieu option.

**City of New Braunfels**

A tree removal permit for all activities, except for properties zoned or used for agricultural, single-family, or two-family dwellings is required. Trees required for preservation include standard protected trees of 27 inches or greater in circumference and heritage tree of 75 inches or greater in circumference. Where preservation is not feasible, mitigation is determined by the total trunk circumference of all trees to be removed and a 50% total aggregate value of trees removed, with a fee-in-lieu option.

A breakdown of when the above-mentioned preservation and mitigation standards of a tree removal permit or a tree preservation plan are applicable by each city is demonstrated below.

	Fair Oaks Ranch	Boerne	San Marcos	New Braunfels
<b>Application/Permitting</b>	Tree Plan	Tree Removal Permit with a Tree Preservation Plan or Survey or Plot Plan	Tree Survey, Tree Preservation and Mitigation Table, Tree Tagging, and Aerial Photograph with a Development Permit	Tree Removal Permit, and with development permits (if required)
<b>Residential</b>	New subdivisions, not individual residential lots	<ul style="list-style-type: none"> <li>All activities in city limits</li> <li>Residentially zoned areas - 100% of heritage trees shall be preserved</li> </ul>	All new construction and development	All, except properties zoned or used for agricultural, single-family, or two-family dwellings
<b>Non-Residential</b>	All new and redevelopment	<ul style="list-style-type: none"> <li>New construction</li> <li>Any new additions over 2,500 sq. ft.</li> <li>New parking lot or expansion of existing</li> <li>Any grading, filling, or clearing of land</li> </ul>		
<b>Clearing of natural vegetation</b>	None	<ul style="list-style-type: none"> <li>No clear-cutting</li> <li>Heritage trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without mitigation</li> </ul>	Prohibited	Prohibited

In alignment with a city tree removal permit on private property, there is State Legislation to consider. Texas Tax Code Chapter 23 permits land to operate for special agricultural productivity (commonly known as “ag exemption”), and Texas Agriculture Code Section 251.0055 limits cities' abilities to regulate the associated operations. Ongoing agricultural exemption (AE) operations, as required, are exempt from local regulations. Activities outside normal agricultural exemption operations, such as clearing of land for subdivision or any non-AE construction, are not exempt, and local regulations are applicable.

**Administrative Components of the Tree Removal Permit Processing**

Consideration should be given to the desired level of enforcement. The City Council may wish to determine whether the process should emphasize an educational approach focused on voluntary compliance, or a more structured enforcement model that includes

formal standards and associated penalties for violations. As part of the potential implementation process, consideration should also be given to the associated landowner costs as well as the operational expenses and staff labor required to administer and enforce, as provided below.

- Permit process including on-site inspections
- Administration enforcement
- Permit fee
- Appeal fee
- Mitigation and/or Fee-in-Lieu

### **Proposed Community Questionnaire**

Additionally, a community questionnaire is included for City Council review and potential authorization for release in April via the City's community engagement platform. The purpose of the questionnaire is to gather community feedback on potential tree removal permitting and policy options on tree removal permits for residential and non-residential properties. The proposed questions are included in the presentation.

### **Proposed Overall Timeline**

If the City Council chooses to proceed, the following next steps are anticipated to guide the project forward in a structured and transparent manner:

- **March – City Council Workshop #1**  
Discuss research on current tree removal permit processes in the region, receive feedback on the community questionnaire, and provide policy direction to staff.
- **April – Community Engagement**  
Public outreach efforts include community questionnaire and/or open houses to gather input, identify priorities, and ensure community alignment with policy objectives.
- **June – City Council Workshop #2**  
Follow-up workshop to review findings from community engagement, evaluate preliminary recommendations, and provide guidance on possible policy implementation.

### **POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:**

- Supports Strategic Plan Priority 2.1 Manage the physical development of the City in accordance with the Comprehensive Plan.
- Supports Strategic Plan Priority 2.5 Develop, Implement and Update Environmental Sustainability Programs in managing the physical development of the City in accordance with the Comprehensive Plan.
- Aligns with the Comprehensive Plan Vision and Principles to incorporate greenery, trees, trails, open spaces, and opportunities to see and enjoy the natural splendor of the Hill Country into new neighborhoods and the community at large as the City

builds out.

**LONGTERM FINANCIAL AND BUDGETARY IMPACT:**

N/A



# Tree Preservation Workshop



March 5, 2026

Jessica Relucio, City Planner, ENV SP  
Aithne Loeblich, Environmental Project Manager

# Background

## Timeline of Code Changes and Workshops



- May 2007 - Chapter 10, Subdivision Regulations amended to mitigate trees on any undeveloped tract through a Tree Plan
- May 2019 - **Tree mitigation** standards adopted with UDC; applicable to new development and redevelopment of residential and nonresidential property
- February 2023 - **Tree preservation** workshop; compared municipalities and proposed a tree removal permit process on private properties
- January 2024—City received its first Tree City USA recognition from the Arbor Day Foundation
- May 2024 - Tree Mitigation Fund and Oak Wilt Program established
- October 2024 - Follow-up **tree preservation** workshop; reviewed proposed tree removal permit process
- October 2025 - Amended UDC; **removed residential redevelopment** from tree preservation and mitigation requirements
- November 2025 - Tree preservation request presented; Council requests agenda item to explore **tree removal permits to prevent clear-cutting**

### Resident Concerns:

1. No limitation on existing residential properties, and possible private clear-cutting of land
2. Tracking of trees

# Policy Analysis/Benefit to Citizens



## Guiding Vision and Principles



### Guiding Vision and Principles for the 2017-2018 FOR Comprehensive Plan Update

Preserve the suburban, rustic character and **quality of life** that attracted residents to Fair Oaks Ranch as a defining trait of the community.

As the City builds out, incorporate **greenery, trees, trails, open spaces**, and opportunities to see and enjoy the natural splendor of the Hill Country into new neighborhoods and the community at large.



### Comprehensive Plan Community Survey (625 responses)

Over 97% agreed that “Preservation of things like **trees**, open spaces, and roads designed to reflect the City’s ‘character’ and heritage are important to me.”

53.76% feel there is **too little open space, agriculture**, and preservation of the “Hill Country identity” within their neighborhood.



**Comparisons in the Region - Applicability of Tree Removal Permits**

	<b>Fair Oaks Ranch</b>	<b>Boerne</b>	<b>San Marcos</b>	<b>New Braunfels</b>
<b>Application/Permitting</b>	Tree Plan	Tree Removal Permit with a Tree Preservation Plan or Survey or Plot Plan	Tree Survey, Tree Preservation and Mitigation Table, Tree Tagging, and Aerial Photograph with a Development Permit	Tree Removal Permit, and with development permits (if required)
<b>Residential</b>	New subdivisions, not individual residential lots	<ul style="list-style-type: none"> <li>• All activities in City limits</li> <li>• Residentially zoned areas - 100% of heritage trees shall be preserved</li> </ul>	All new construction and development (including redevelopment)	All, except properties zoned or used for agricultural, single-family, or two-family dwellings
<b>Non-Residential</b>	All new and redevelopment	<ul style="list-style-type: none"> <li>• New construction</li> <li>• Any new additions over 2,500 sq. ft.</li> <li>• New parking lot or expansion of existing</li> <li>• Any grading, filling, or clearing of land</li> </ul>		
<b>Clearing of natural vegetation</b>	None	<ul style="list-style-type: none"> <li>• No clear-cutting</li> <li>• Heritage trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without mitigation</li> </ul>	Prohibited	Prohibited



## Comparisons in the Region - Types of Preserved Trees Applicable for Tree Removal Permits

	Fair Oaks Ranch	Boerne	San Marcos	New Braunfels
<b>Protected Species</b>	All trees (except Hackberry, Chinaberry, Ligustrum, <48TC Cedar and Mesquite)	Cottonwood, Sycamore, Black Willow, Pecan, Texas Ash, Cypress, Elm, Maple, and Oak (except Red Oaks)	All trees not listed on the San Marcos Non-native species list	Any heritage trees and trees on the approved plant list (64 species)
<b>Standard Protected Tree</b>	>28 inches TC (>9 inches DBH)	27-30 inches TC (8-11.9 inches DBH)	28-74 inches TC (9-23 inches DBH)	>28 inches TC (>9 inches DBH)
<b>Legacy Tree</b>	N/A	31-74 inches TC (12-23.9 inches DBH)	N/A	N/A
<b>Heritage Tree</b>	75 inches TC (>24 inches DBH)	75 inches TC (>24 inches DBH)	75 inches TC (>24 inches DBH)	75 inches TC (>24 inches DBH)

- Exceptions: Invasive species or a dying/dead tree, or prohibiting the use of land
- DBH - Diameter at Breast Height
- TC - Tree Circumference at breast height

## Comparisons in the Region - Tree Removal Mitigation and Permits

	Fair Oaks Ranch	Boerne	San Marcos	New Braunfels
<b>Application/ Permitting</b>	Tree Plan for Commercial and New Subdivision Developments	Tree Removal Permit with a Tree Preservation Plan or Survey or Plot Plan	Tree Survey, Tree Preservation and Mitigation Table, Tree Tagging, and Aerial Photograph with a Development Permit	Tree Removal Permit, and with development permits (if required)
<b>Tree Mitigation Percentage</b>	No Allowance	40% of Standard and Legacy Trees in Multi-family and Commercial 35% of Standard and Legacy Trees in a Residential Subdivision or Zone 100% of Heritage Trees in All Residential Zones, Commercial, Industrial, and Multi-family	No Allowance	No Allowance
<b>Tree Mitigation Ratio</b>	1:1 Standard Protected Tree 1:1 Heritage Tree	1:1 Standard Protected Tree 1.5:1 Legacy 3:1 Heritage	1:1 Standard Protected Tree 2:1 Heritage Tree	Total trunk circumference of all trees to be removed, and a 50% total aggregate value of trees removed
<b>Preservation Credit</b>	N/A	N/A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Fee-in-Lieu</b>	Per inch Tree Circumference: Standard \$50 Heritage \$200	Per inch Tree Circumference removed: Standard Protected \$50 Legacy \$100 Heritage \$200	Per caliper inch: Standard Protected \$184 Heritage \$368	Per caliper inch: Standard Protected \$175 Heritage \$300

# Administrative Components



## Possible Costs

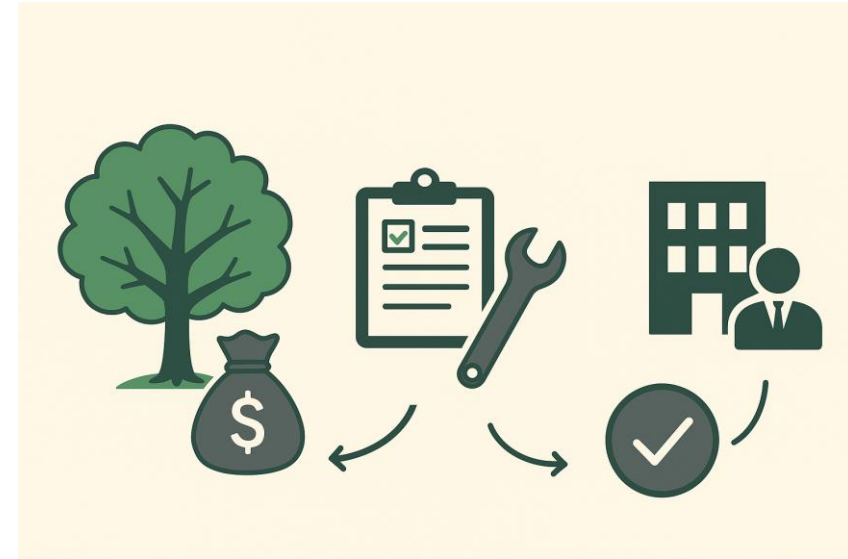
### Operational Costs and Labor

- Permit Process
- Site Inspection
- Administration Enforcement

### Applicant/Homeowner Costs

- Permit Fee
- Appeal Fee
- Mitigation and/or Fee-in-Lieu

Increase in overall development costs



# Administrative Components



## Possible Application Costs

Application Costs				
	Fair Oaks Ranch	Boerne	San Marcos	New Braunfels
City Fees				
<b>Application</b>	\$0	\$150	\$0	\$100
Possible Additional Fees				
<b>Tree Survey</b>	-	\$500 - \$5,000	\$500 - \$5,000	\$500 - \$5,000
<b>Arborist Report</b>	-	-	\$150 - \$450 per tree	\$150 - \$450 per tree

# Administrative Components



## Key Considerations

### Possible Guidelines

- Tree Permits for all or some zones, including existing homes?
- Any additional documents/reports required with the permit?
- If permits are required, should mitigation, or a fee-in-lieu, or City Council approval be required for heritage tree removal?

# Comparisons in the Region

## Example: Single-Family Lot Tree Preservation and Removal Mitigation



<b>Existing residential: 5-acre lot (undeveloped/developed, platted)</b>				
75 Total trees, removal of 46 = 25 nonprotected; 20 standard protected (>28 inches TC); 1 heritage (>75 inches TC)				
	<b>Fair Oaks Ranch</b>	<b>Boerne</b>	<b>San Marcos</b>	<b>New Braunfels</b>
1. Min. Percentage Trees to be Saved	N/A	7 Standard Protected Trees (35%) 1 Heritage Trees (100%)	N/A	N/A
2. Mitigation Ratio	N/A	7 Standard Protected (1:1) 1 Heritage (3:1)	20 Standard Protected (1:1) 1 Heritage (2:1)	N/A
3. Total Mitigation Tree Replanting	N/A	61 Total Trees: 29 Standard Protected 32 Heritage	81 Total Trees: 73 Standard Protected 8 Heritage	N/A
4. Fee-in-Lieu	\$0	\$28,181 Total: \$11,225 Standard Protected \$16,956 Heritage	\$49,847 Total: \$34,461 Standard Protected \$15,386 Heritage	\$0

# Comparisons in the Region

## Example: New Subdivision Plat Tree Preservation and Removal Mitigation



<b>Proposed Plat:</b> 35 lots on a 50-acre tract (undeveloped, unplatted)				
250 Total trees, proposed removal of 60 trees = 30 nonprotected; 25 standard protected (>28 inches TC); 5 heritage (>75 inches TC)				
	<b>Fair Oaks Ranch</b>	<b>Boerne</b>	<b>San Marcos</b>	<b>New Braunfels</b>
1. Min. Percentage Trees to be Saved	N/A	9 Standard Protected Trees (35%) 5 Heritage Trees (100%)	N/A	N/A
2. Mitigation Ratio	25 Standard (1:1) 5 Heritage (1:1)	9 Standard (1:1) 5 Heritage (3:1)	25 Standard (1:1) 5 Heritage (2:1)	25 Standard (0.5:1) 5 Heritage (0.5:1)
3. Total Mitigation Tree Replanting	154 Total Trees: 102 Standard 52 Heritage	194 Total Trees: 37 Standard 157 Heritage	258 Total Trees: 128 Standard 130 Heritage	137 Total Trees: 83 Standard 54 Heritage
4. Fee-in-Lieu	\$121,989 Total: \$40,035 Standard \$81,954 Heritage	\$93,179 Total: \$11,225 Standard \$81,954 Heritage	\$94,944 Total: \$46,920 Standard \$48,024 Heritage	\$83,775 Total: \$44,625 Standard \$39,150 Heritage

# Other Considerations



## Agricultural Exemptions (AE)

- Texas Tax Code Chapter 23: Land can receive special productivity valuation (“ag exemption”)
- Texas Agriculture Code Section 251.0055: Limits the City’s ability to regulate AE operations
  - Exempt: Management for ongoing AE operations
  - Nonexempt: Activities outside normal AE practices, clearing of land for subdivision, non-AE construction
- Rule-of-Thumb:
  - Being farmed or ranched in the ordinary course of AE → city regulation may be limited under state law
  - Being developed, subdivided, or converted → city tree permit almost certainly applies, ag exemption or not

# Tree Removal Permitting Process Options



## Current Process for New Developments and Commercial Properties



## Potential Process of Existing Residential and Non-Residential Properties, Including Undeveloped



\*length of the approval process will depend on the scope of the permit

# Community Questionnaire

## Introduction Page



The Fair Oaks Ranch community expressed concerns about the need to preserve trees to prevent private clear-cutting of land throughout the City.

The purpose of this community questionnaire is to receive feedback on how much regulation is desired to preserve trees. The questionnaire results are valuable in helping decision-makers make an informed decision on implementing tree regulations.

Note that active Agricultural Exemption (AE) land is not subject to any city or county tree preservation guidelines. If the AE becomes inactive, city and county tree-preservation guidelines may apply.



# Community Questionnaire

## Questions to Ask



1. How important do you think it is for the City to have regulations that protect existing trees on all properties?
2. Do you believe all property owners, residential and non-residential, including undeveloped land, should be required to obtain a tree permit before removing trees on their property?
3. If a tree removal permit is required, should there be a permit fee?
4. What types of trees, if any, do you believe should be specifically protected? Check all that apply.
5. If a tree removal permit is required, should there be a permit fee?
6. What level of tree replacement do you feel is appropriate, if a permit is required and trees are removed?
7. Should the city institute citations or fines to enforce tree preservation?
8. How supportive would you be of incentives for homeowners who preserve trees (e.g., tree credits, rebate)?



Photo example of a city permit fee for a property owner proposing to remove a 28-inch TC tree

# Overall Timeline



Next Steps

March City Council Workshop #1

Discuss research and receive feedback on a community questionnaire, and whether to pursue this code change

April Community Engagement Events

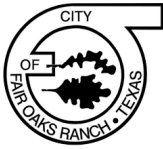
Community Workshop and/or  
Community Questionnaire

June City Council Workshop #2

Present findings and receive feedback on preliminary policy recommendations



# Questions?




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

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AGENDA TOPIC: Special Events Permit  
 DATE: March 5, 2026  
 DEPARTMENT: Administration  
 PRESENTED BY: Jim Williams, MBA, ICMA-CM, Assistant City Manager

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### **INTRODUCTION / BACKGROUND:**

Resident-sponsored community events such as parades, fun runs, and neighborhood gatherings are an important part of life in the City of Fair Oaks Ranch and reflect the City's commitment to community connection and civic engagement. Some of these activities naturally extend into City streets and the public right-of-way. Activities frequently require the use of city resources or staffing to ensure safety or roadway access.

At present, the City does not have a Special Event or Street Closure ordinance or a formal framework to guide how these activities are reviewed and coordinated when they affect public streets. As a result, access limitations, emergency response considerations, and neighborhood impacts are addressed informally, on a case-by-case basis, and only when the city becomes aware of an event. This informal approach can create liability exposure and uncertainty for:

- Residents organizing events.
- Neighbors affected by temporary street restrictions.
- First responders responsible for maintaining emergency access.
- City staff asked to provide guidance and operational support.

As community events continue to occur, staff is increasingly asked to assist without clear policy direction. The absence of defined standards limits the City's ability to provide consistent, transparent guidance while balancing community support with public safety responsibilities.

The purpose of this work session is to obtain Council's policy direction to establish a community-focused Special Events framework with the appropriate level of structure, administrative flexibility, and oversight. Such a framework will define the circumstances and procedures under which public streets may be temporarily used or closed for special events, while ensuring a consistent, transparent approach that supports community activities and protects the public interest.

This discussion reflects two important municipal responsibilities:

#### Supporting the Community

- Encouraging resident-led events and civic participation
- Preserving neighborhood traditions and quality of life

Protecting the Public Interest

- Maintaining emergency access and public safety
- Providing clear, predictable processes for residents and staff
- Ensuring responsible stewardship of public infrastructure and resources

The establishment of Special Events policies is a common municipal practice throughout Texas. While specific procedures vary by jurisdiction, neighboring communities have adopted permitting frameworks to provide clear structure, support community activities, and ensure public safety. A summary of regional practices is provided below for the Council's reference and consideration:

City	Special Event Ordinance?	Summary
Boerne	Yes	Full ordinance; police-led review; insurance & cost recovery
Bulverde	Yes	Event permit and insurance requirements
Shavano Park	Yes	Police and City Manager administrative review
Helotes	Yes	Police-issued permits and operational conditions
Garden Ridge	Yes	Special event permit & street closure provisions
Selma	Yes	Special event permit required, particularly for street closures
New Braunfels	Yes	Extensive ordinance; traffic control, insurance, & cost recovery
Schertz	Yes	Comprehensive program including administrative manual
Cibolo	Yes	City Manager permit authority
Universal City	Yes	Detailed operational ordinance

As an example, the City of Bulverde requires the following insurance provisions for permitted events:

- Commercial general liability insurance with bodily injury limits of not less than \$1,000,000 per occurrence; and
- An indemnification and hold harmless agreement, provided to the applicant at the time of application.

These requirements are codified within Bulverde's event regulations.

Proposed (below) is a City of Fair Oaks Ranch Special Events framework, intended to provide clarity while maintaining flexibility and administrative efficiency:

<b>Special Events Topic</b>	<b>Framework Detail</b>	<b>Regional Cities Benchmark Comparisons</b>
Permit Requirement	Police Chief designated as permit authority; City Manager serves as appeal authority	Consistent with regional practice; many cities assign authority to Police or City Manager
Definition	Events exceeding 500 persons <b>or</b> requiring street closure or City services	Comparable; some cities regulate smaller events if City services required
Application Timeline	Application due 30 days prior	Standard timeframe across peer cities
Application Requirements	Includes event description, emergency plan, traffic plan, attendance estimate, and operational plans	Matches or exceeds neighboring cities' requirements
Insurance	Insurance required for events using City property; requirements set administratively	Best practice; provides flexibility based on risk; City Manager may waive for low-risk events
Fees	Application fee and cost recovery for City services; suggested application fee \$150; Council may waive fees for events in the public interest	Standard across all comparable cities; application fee is similar
Cost Recovery	City reimbursed for police, traffic control, and public works	Universal municipal practice
Permit Conditions	Police Chief may impose operational restrictions	Standard safety provision
Inspection	City may inspect events for compliance	Consistent with regional ordinances
Appeals	Appeal to City Manager	Common administrative appeal process
Administrative Procedures	City Manager authorized to maintain forms and procedures	Best practice; provides flexibility without requiring ordinance amendments
Penalties	Fine up to \$2,000 per day in violation	Consistent with comparable cities; maximum penalty allowed under State law

A key feature of the proposed framework is the delegation of operational details to

administrative procedures, allowing the City to implement and maintain application forms, permit documents, insurance standards, safety requirements, and traffic control protocols. This approach provides flexibility to adapt processes over time while preserving Council's policy authority within the ordinance.

**Attachment A** is a draft document illustrating how the proposed Special Events framework could be codified.

Next Steps: staff will prepare a draft ordinance consistent with Council direction for consideration in April or May 2026.

**POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:**

Proposed Special Events policy framework aligns with the following strategic pillars:

- Financial Security and Responsibility, Priority 1.3 Develop Risk Inventory and Mitigation Strategies
- Public Health and Safety, Priority 4.4 Develop Ongoing Community Outreach and Education Programs
- Operational Excellence, Priority 5.3 Evaluate and Update Service Delivery Expectations and Best Practices

**LONGTERM FINANCIAL AND BUDGETARY IMPACT:**

None

## ATTACHMENT A

### [NEW] ARTICLE 12.05 SPECIAL EVENTS

#### **Sec. 12.05.001 Purpose and Intent.**

The purpose of this Article is to promote the public health, safety, and welfare by establishing a uniform process for the review and permitting of special events conducted within the City. This Article is intended to:

1. Ensure adequate planning and coordination of special events;
2. Protect public safety and emergency access;
3. Minimize disruption to public streets, neighborhoods, and City services;
4. Provide for cost recovery when City resources are required; and
5. Establish clear authority and procedures for the administration of special event permits.

#### **Sec. 12.05.002 Definitions.**

The following words, terms, and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates as different meaning:

*Applicant.* Any person, organization, business, or other legal entity applying for a Special Event Permit who shall be responsible for compliance with this Article.

*Special Event.* Any organized activity, gathering, or event that:

1. Is reasonably anticipated to involve more than five hundred (500) persons;
2. Requires the closure or partial closure of any public street, sidewalk, public right-of-way, or publicly owned property; or
3. Requires the provision of extraordinary City services beyond those routinely provided.

Special Events may include, but are not limited to, festivals, parades, runs, walks, races, concerts, block parties, exhibitions, markets, or similar activities.

*City Resources.* Personnel, equipment, materials, or services provided by the City, including police, fire, emergency medical, and public works services.

#### **Sec. 12.05.003 Permit Required.**

1. A person commits an offense if the person conducts, sponsors, or allows a Special Event without first obtaining a Special Event Permit issued in accordance with this Article.
2. Each day a violation exists shall constitute a separate offense.

#### **Sec. 12.05.004 Exemptions.**

## ATTACHMENT A

The following activities are exempt from the permit requirement:

1. Events conducted entirely on private property that:
  - A. Are lawfully permitted under zoning regulations;
  - B. Where the number of participants will not exceed facility occupancy thresholds;
  - C. Provide adequate parking on site and does not result in illegal parking on City streets; and
  - D. Do not require the use of City resources.
2. Events conducted or sponsored by the City.

Nothing in this section shall limit the authority of the City to regulate public safety.

### **Sec. 12.05.005 Permit Application.**

1. An application for a Special Event Permit shall be submitted on forms approved by the City Manager.
2. The application shall be submitted not less than thirty (30) days prior to the proposed event, unless otherwise authorized by administrative procedures.
3. The application shall include information necessary to evaluate the event, including:
  - A. Applicant identity and contact information;
  - B. Event description;
  - C. Date and time;
  - D. Location;
  - E. Estimated attendance;
  - F. Traffic control needs;
  - G. Emergency planning information; and
  - H. Any other information required by administrative procedures.

### **Sec. 12.05.006 Permit Issuance Authority.**

1. The Chief of Police shall serve as the Special Event Permit issuing authority.
2. The Chief of Police may approve, approve with conditions, or deny a permit.
3. The Chief of Police may coordinate review with other City departments.
4. The Chief of Police may impose reasonable conditions necessary to protect public health, safety, and welfare.

### **Sec. 12.05.007 Insurance and Indemnification.**

1. As a condition of permit approval, the Applicant shall obtain and maintain liability insurance in coverage types and amounts determined by the City Manager, in consultation with the City's insurance carrier and based on the nature, size, and risk of the Special Event. The insurance policy shall:

## ATTACHMENT A

- A. Be issued by a company authorized to do business in the State of Texas and acceptable to the City;
  - B. Name the City, its officers, officials, employees, and volunteers as additional insureds;
  - C. Provide primary and non-contributory coverage;
  - D. Include a waiver of subrogation in favor of the City; and
2. Provide for notice of cancellation in accordance with policy provisions.
  3. The Applicant shall provide proof of insurance in a form acceptable to the City prior to issuance of the permit.
  4. The Applicant shall execute a written agreement to indemnify, defend, and hold harmless the City, its officers, officials, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses arising out of or related to the Special Event.
  5. The City Manager may waive or modify insurance requirements for events that present minimal risk, as determined by administrative procedures.

### **Sec. 12.05.008 Traffic Control and Street Closures.**

1. A Special Event involving closure of public streets or right-of-way must include an approved traffic control plan.
2. The plan shall ensure emergency access and public safety.
3. Street closures shall not exceed ten (10) consecutive days without City Council approval.

### **Sec. 12.05.009 Fees and Cost Recovery.**

1. The City Council shall establish fees by ordinance.
2. The Applicant shall reimburse the City for City Resources required by the Special Event.
3. The Chief of Police may require a deposit.

### **Sec. 12.05.010 Inspections.**

City officials may inspect Special Events to ensure compliance.

### **Sec. 12.05.011 Revocation.**

The Chief of Police may revoke a permit if:

1. Permit conditions are violated;
2. Fraud or misrepresentation occurs; or
3. Continued operation presents a threat to public safety.

### **Sec. 12.05.012 Appeals.**

1. A denial may be appealed to the City Manager within five (5) business days.

## ATTACHMENT A

2. The City Manager's decision shall be final.

### **Sec. 12.05.013 Administrative Authority; Forms and Procedures.**

1. The City Manager, or designee, shall develop, implement, and maintain administrative procedures necessary to administer this Article. Administrative procedures may include:
  - A. Application forms;
  - B. Permit forms;
  - C. Permit manuals;
  - D. Insurance requirements;
  - E. Traffic control standards;
  - F. Safety requirements;
  - G. Fees and deposits;
  - H. Inspection procedures.
2. Administrative procedures must be consistent with this Article.
3. Administrative procedures may be updated as needed.
4. Administrative procedures shall be made available to the public.
5. The City Manager may assign administrative duties to City departments.

### **Sec. 12.05.014 Penalty.**

A violation of this Article is punishable by a fine not exceeding \$2,000 for each day not in compliance.



# Special Events Ordinance

Proposed Code Change

Work Session



Jim Williams, MBA, ICMA-CM  
Assistant City Manager

# Special Events Work Session



1. Problem: Discussion & Context
2. Possible Solution Framework
3. Council Discussion and Direction



# Problem

- City does not have a formal framework to guide how special events are coordinated when they impact City streets and services
  - Sometimes create access issues
  - Emergency response coordination challenges
  - City staff and equipment limitations
  - Uncertainty on how City will consistently approach requests
  - Increased liability risk exposure

# Finding a Good Balance



- Acknowledging community values
- Recognizing need to manage risk

# Goal for Tonight



- How should the City manage special events?
- What level(s) of formality, flexibility and oversight best aligns with City's values and priorities?

# Common Practices



City	Special Event Ord?	Summary
Boerne	Yes	Full ordinance; police-led review; insurance, cost recovery
Bulverde	Yes	Event permit and insurance requirements
Shavano Park	Yes	Special events handled through PD / City Manager
Helotes	Yes	Police permit authority
Garden Ridge	Yes	Special event permit and street closure provisions
Selma	Yes	Special event permit required; street closure focus
New Braunfels	Yes	Extensive ordinance; traffic, insurance, cost recovery
Schertz	Yes	Very detailed; includes administrative manual
Cibolo	Yes	Special event permit administered by City Manager
Universal City	Yes	Detailed ordinance

# Common Practices



- City of Fair Oaks Ranch would not be an “outlier”
- Nearly all Texas cities require permits when special events:
  - Close streets
  - Require extraordinary police, EMS, Fire services
  - Impact Public Safety
  - Require insurance and indemnification

# Proposed Framework



Topic	Framework Detail
Purpose and Intent	Establishes uniform review process, protects public safety, ensures coordination, and allows cost recovery
Definition of Special Event	Applies to events over 500 attendees, street closures, or extraordinary City services
Permit Requirement	Requires permit prior to conducting a Special Event; violations constitute offenses

# Proposed Framework (con't)



Topic	Framework Detail
Exemptions	Exempts private property events that meet zoning, occupancy, parking, and no City resource use; exempts City events
Application Process	Applications submitted on City Manager-approved forms at least 30 days prior; allows administrative flexibility
Permit Issuance Authority	Chief of Police designated as issuing authority, with ability to approve, deny, or condition permits

# Proposed Framework (cont'd)



Topic	Framework Detail
Interdepartmental Review	Police Chief may coordinate with other City departments
Permit Conditions	Allows reasonable conditions necessary to protect public health and safety
Insurance Requirements	Insurance limits determined administratively based on event risk; includes indemnification and additional insured provisions

# Proposed Framework (con't)



Topic	Framework Detail
Insurance Waiver Authority	City Manager may waive or modify insurance requirements based on risk
Traffic Control Plan	Required for events involving street closures; must maintain emergency access
Street Closure Limits	Limits closures to 10 consecutive days without Council approval

# Proposed Framework (con't)



Topic	Framework Detail
Fees and Cost Recovery	Fees established by Council; applicants reimburse City for services; deposits may be required
Inspection Authority	Allows City officials to inspect events for compliance
Permit Revocation	Allows revocation for violations, misrepresentation, or safety threats

# Proposed Framework (con't)



Topic	Framework Detail
Appeals Process	Appeals to City Manager, whose decision is final
Administrative Procedures Authority	Authorizes City Manager to create and update forms, manuals, standards, and procedures
Assignment of Administrative Duties	Allows City Manager to assign responsibilities to departments
Penalty	Violations punishable by fine up to \$2,000 per day

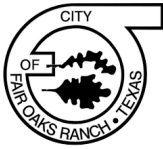
# Next Steps



- Sample codification DRAFT in packet
- Seeking Council direction & feedback
- If desired, bring back 1<sup>st</sup> read ordinance May/June



# Questions




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

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AGENDA TOPIC: 2026 Strategic Plan Update  
 DATE: March 5, 2026  
 DEPARTMENT: Administration  
 PRESENTED BY: Jim Williams, MBA, ICMA-CM, Assistant City Manager

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### **INTRODUCTION / BACKGROUND:**

In December 2025, the City initiated its Strategic Plan update to establish clear priorities and direction for the next three to five years. This effort is designed to align City services, resource allocation, and policy direction with the community's needs and expectations.

The purpose of this work session is to:

- Provide City Council with an update on the Strategic Plan process.
- Present the proposed Strategic Priorities, Mission, Vision, and draft Goals.
- Receive City Council feedback and direction prior to preparation of the draft Strategic Plan.

The City has recently completed Phase 1 (Initiation) and Phase 2 (Engagement and Discovery) and is currently in Phase 3 (Issue Identification and Analysis). The Council's feedback at this stage is critical to ensuring the Strategic Plan reflects the community's values and the Council's policy direction.

During Phase 2, the City conducted multiple community meetings, workshops, and stakeholder discussions to gather candid feedback regarding operational strengths, challenges, risks, and opportunities. These discussions provided valuable insight into both internal operations and external perspectives, including regional partnerships and community expectations that may influence the City's long-term success. In addition, the City conducted an online community questionnaire. More than 350 individual residents participated, providing over 1,800 individual comments.

Collectively, the Engagement and Discovery phase identified five emerging strategic themes.

- Growth Management
- Infrastructure
- Civic Engagement
- Community Character
- Public Safety

These themes have provided the foundation for the Steering Committee's ongoing work.

As part of Phase 3, the Steering Committee has reviewed the community input and has

taken the following actions:

- Reviewed and proposed updates to the City’s Mission and Vision Statements
- Reviewed the 2019 Strategic Pillars and developed proposed updated Strategic Priorities
- Identified draft goals aligned with each proposed Strategic Priority

The Steering Committee reviewed the City’s current Mission and Vision Statements and is proposing the following revisions:

Vision	Mission
<p><b>Current:</b> To offer the ideal place to call home in the hill country, guided by strong community values and responsible growth that provides residents of all ages a place to relax and reconnect.</p>	<p><b>Current:</b> To deliver exceptional public services, preserve the natural beauty of our city, protect and promote quality of life, and foster community engagement.</p>
<p><b>Potential Update:</b> The ideal place to call home in the Hill Country.</p>	<p><b>Potential Update:</b> We deliver exceptional public services with pride and responsiveness.</p>

The Steering Committee reviewed the City’s existing 2019 Strategic Pillars and proposes the following updates renamed as Priorities.

2019 Pillars	Proposed 2026 Priorities
Financial Resilience and Responsibility	Financial Stewardship
Responsible Growth Management	Responsible Growth Management
Reliable and Sustainable Infrastructure	Reliable Infrastructure
Public Health and Safety	Public Safety
Operational Excellence	Operational Excellence
	[New] Community Engagement

The Steering Committee also identified draft goals aligned with each proposed Strategic Priority:

Proposed Strategic Priority	Proposed Goals

Financial Stewardship	<ul style="list-style-type: none"> <li>• Financial Sustainability</li> <li>• Develop Risk Management Strategy</li> <li>• Modernize City’s Operational Software</li> </ul>
Responsible Growth Management	<ul style="list-style-type: none"> <li>• Diversify commercial opportunities</li> <li>• Explore municipal recreation amenities</li> <li>• Strengthen economic development coordination</li> <li>• Keep plan documents current</li> <li>• Maximize use of State and Federal Grants</li> </ul>
Reliable Infrastructure	<ul style="list-style-type: none"> <li>• Ensure reliable water resources</li> <li>• Promote water conservation and demand management</li> <li>• Ensure reliable wastewater resources</li> <li>• Stormwater resilience and stewardship</li> <li>• Ensure reliable roadways</li> <li>• Enhance City facilities</li> </ul>
Public Safety	<ul style="list-style-type: none"> <li>• Enhance continuity of police services</li> <li>• Develop long-term strategy for continuity of fire and EMS services</li> <li>• Maintain and expand formal Emergency Response Plans</li> <li>• Develop ongoing community outreach and education programs</li> </ul>
Operational Excellence	<ul style="list-style-type: none"> <li>• Actively represent the City in legislative and intergovernmental initiatives</li> <li>• Enhance transparency and service delivery by expanding digital access</li> <li>• Ensure a secure, reliable, and well-planned technology environment</li> <li>• Cultivate a high-performing organizational culture that delivers exceptional customer service</li> <li>• Strengthen Safety and Risk Reduction</li> </ul>

<p>Community Engagement</p>	<ul style="list-style-type: none"> <li>• Expand two-way engagement and feedback</li> <li>• Strengthen digital engagement and accessibility</li> <li>• Build trust through visibility and responsiveness</li> <li>• Foster civic participation and leadership development</li> <li>• Increase resident awareness and transparency</li> <li>• Explore creative marketing opportunities to increase engagement</li> </ul>
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**Proposed 2nd Community Questionnaire**

The City is preparing to launch a second, concise community questionnaire. The purpose of this questionnaire is to confirm that resident feedback has been accurately captured and to validate the proposed Strategic Priorities.

The questionnaire will consist of three open-ended questions:

1. Do these Priorities reflect what is most important to you? Why or why not?
2. Which one of these Priority areas do you believe should receive the City’s greatest focus over the next 5 years? Why?
3. What is the most important issue or idea you feel is missing or needs more attention?

This step will help ensure the Strategic Plan remains grounded in community input.

**Next Steps**

Staff and the project consultant remain on schedule and within the established project scope. The following key milestones will occur over the next six weeks, with the goal of presenting a complete draft Strategic Plan to the Fair Oaks Ranch City Council for consideration on May 7, 2026.

- Second Community Questionnaire: March 6–20, 2026
- Steering Committee Work Sessions: March 11–12, 2026
- City Council Work Session: April 2, 2026

**POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:**

A new strategic plan will inform policy decisions and the budget preparation and approval process.

**LONGTERM FINANCIAL AND BUDGETARY IMPACT:**

None

# 2026 Strategic Plan

Workshop



March 5, 2026

Jim Williams, MBA, ICMA-CM  
Assistant City Manager

# Project Update



Agenda for tonight:

1. Schedule update
2. Engagement summary
3. Sneak peek – what’s coming into focus
4. Next steps
5. Council feedback and direction

# Schedule Update

## Five-Phase Planning Framework



### Initiation

City Manager's Office

### Engagement & Discovery

Residents, Stakeholders, Staff, Council

### Issue Identification

Steering Committee

### Draft Plan Development

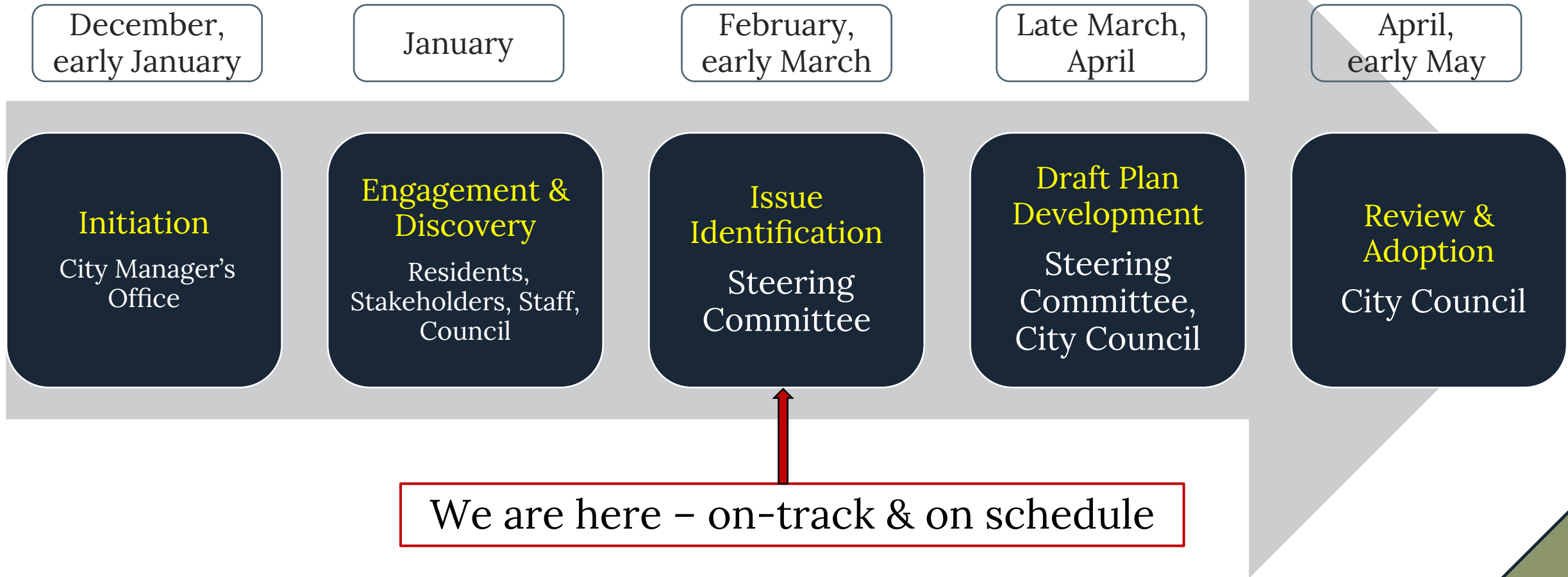
Steering Committee, City Council

### Review & Adoption

City Council

# Schedule Update

## Five-Phase Planning Framework



# Engagement Summary



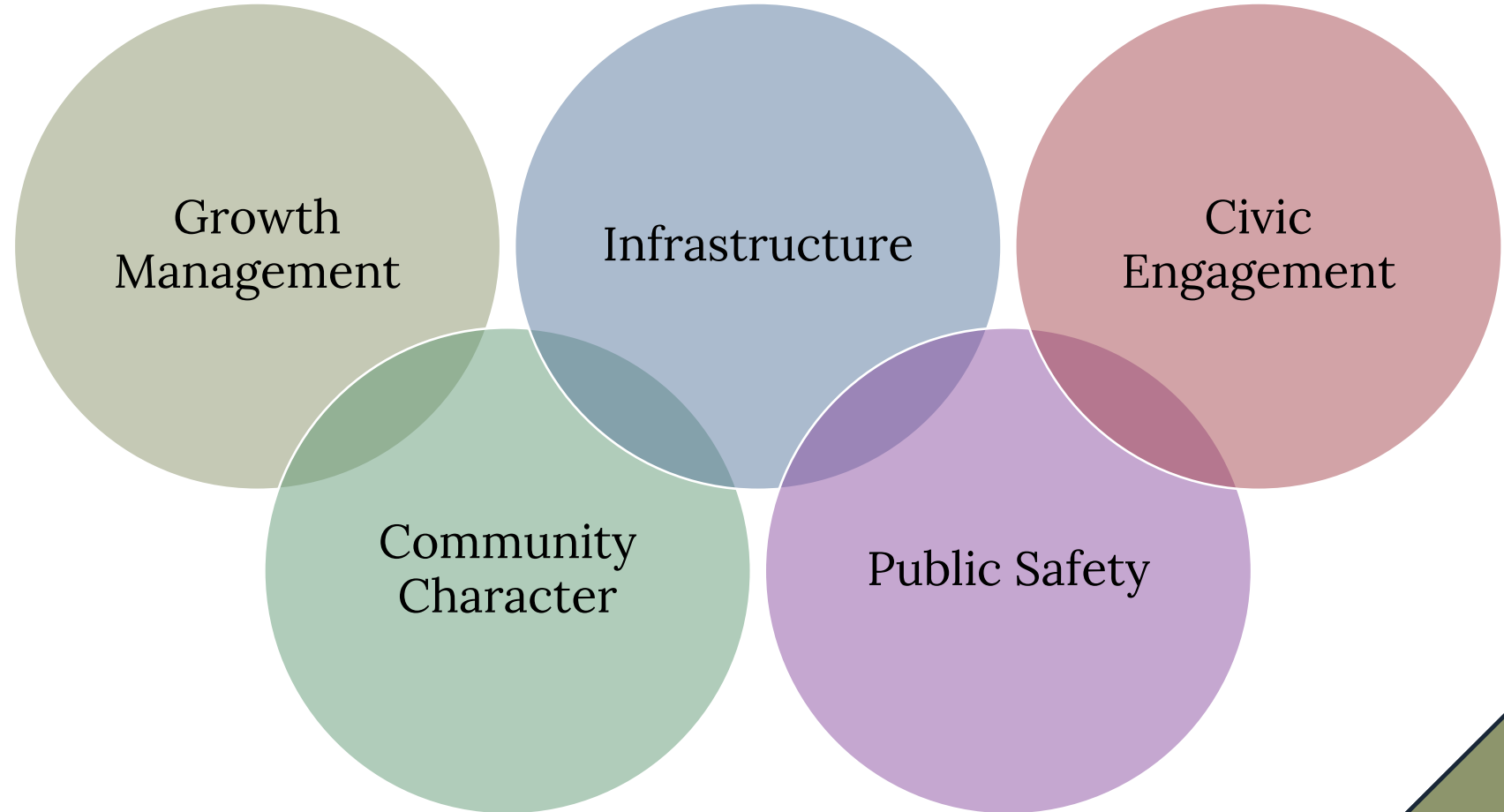
We've covered a lot of ground!

- Stakeholder's – January 21st
- Employee Focus Groups – January 20th
- Community open houses – January 20th
- Steering Committee work sessions (multiple)
- 1<sup>st</sup> Community Questionnaire (ran 24 days)
  - Over 350 residents participated!

# What have we learned?



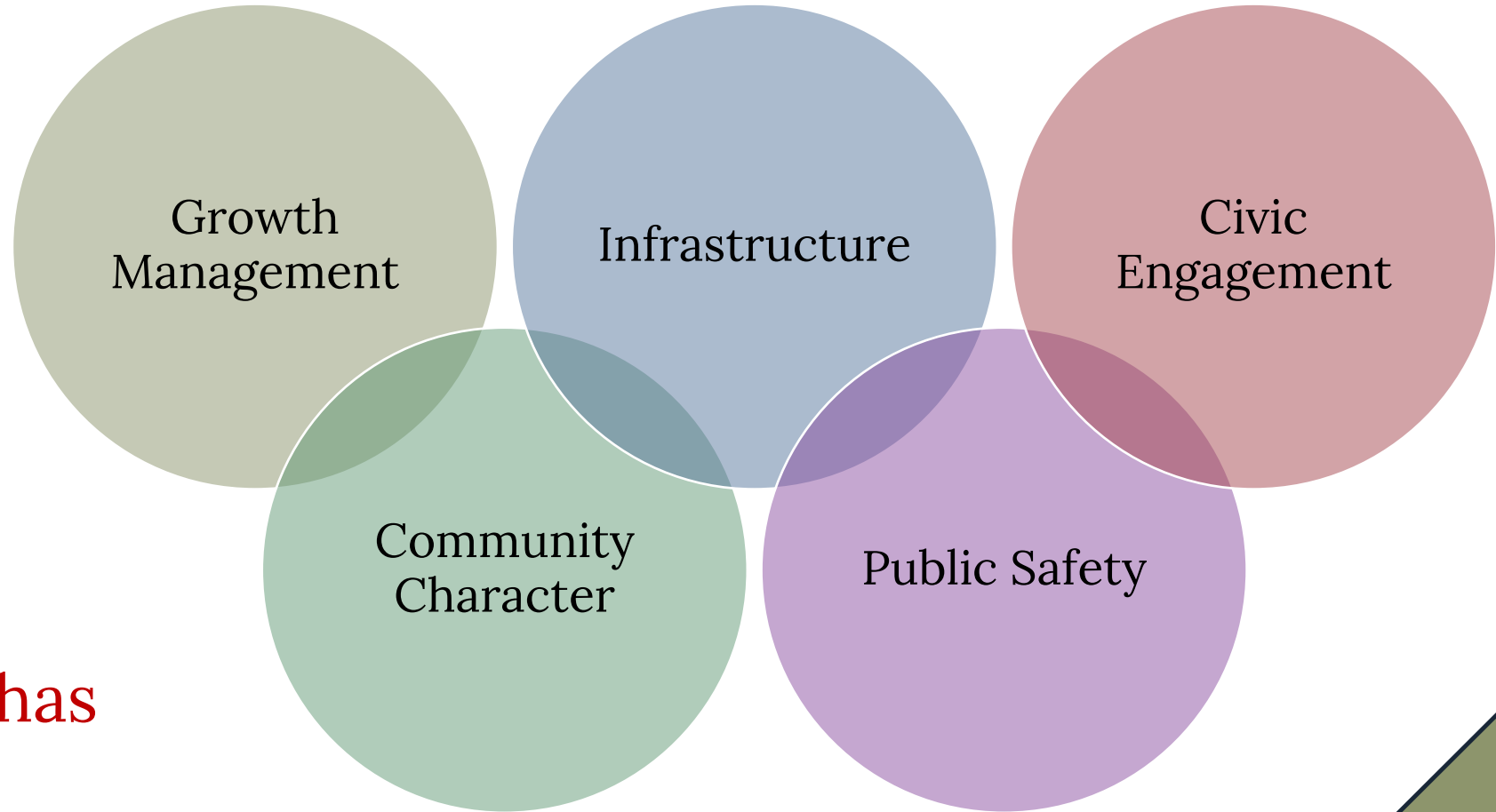
From all  
engagement  
sources, five  
major themes



# What have we learned?



From all engagement sources, five major themes



Steering Committee has taken a deeper dive

# Coming Into Focus



Vision	Mission
<p><b>Current:</b> To offer the ideal place to call home in the hill country, guided by strong community values and responsible growth that provides residents of all ages a place to relax and reconnect</p>	<p><b>Current:</b> To deliver exceptional public services, preserve the natural beauty of our city, protect and promote quality of life, and foster community engagement.</p>
<p><b>Potential Update:</b> The ideal place to call home in the Hill Country.</p>	<p><b>Potential Update:</b> We deliver exceptional public services with pride and responsiveness.</p>

# Coming Into Focus



## Proposed Strategic Framework Modification

2019-2025 (current)

Pillars

Priorities

Projects



2026 (proposed)

Priorities

Goals

Objectives

# Coming Into Focus

## Proposed Strategic Framework Adjustments



### 2019 “Pillars”

Financial  
Resilience and  
Responsibility

Responsible  
Growth  
Management

Reliable and  
Sustainable  
Infrastructure

Public Health  
and Safety

Operational  
Excellence

# Coming Into Focus

## Proposed Strategic Framework Adjustments



**2019  
“Pillars”**

Financial  
Resilience and  
Responsibility

Responsible  
Growth  
Management

Reliable and  
Sustainable  
Infrastructure

Public Health  
and Safety

Operational  
Excellence



**Proposed  
“Priorities”**

Financial  
Stewardship

Responsible  
Growth  
Management

Reliable  
Infrastructure

Public Safety

Operational  
Excellence

Community  
Engagement

# Coming Into Focus

## Developing Goals



### Financial Stewardship

- Financial Sustainability
- Develop Risk Management Strategy
- Modernize City's Operational Software

### Responsible Growth Management

- Diversify commercial opportunities
- Explore municipal recreation amenities
- Strengthen economic development coordination
- Keep plan documents current
- Maximize use of State and Federal Grants

### Reliable Infrastructure

- Ensure reliable water resources
- Promote water conservation and demand management
- Ensure reliable wastewater resources
- Stormwater resilience and stewardship
- Ensure reliable roadways
- Enhance City facilities

# Coming Into Focus

## Developing Goals



### Public Safety

- Ensure continuity of police services
- Develop long-term strategy for continuity of fire and EMS services
- Maintain and expand formal Emergency Response Plan
- Develop ongoing community outreach and education programs

### Operational Excellence

- Actively represent the City in legislative and intergovernmental initiatives
- Enhance transparency and service delivery by expanding digital access
- Ensure a secure, reliable, and well-planned technology environment
- Cultivate a high-performing organizational culture that delivers exceptional customer service
- Strengthen Safety and Risk Reduction

### Community Engagement

- Expand two-way engagement and feedback
- Strengthen digital engagement and accessibility
- Build trust through visibility and responsiveness
- Foster civic participation and leadership development
- Increase resident awareness and transparency
- Explore creative marketing opportunities to increase engagement



# Next Steps

- 2<sup>nd</sup> community questionnaire?
  - March 6th through 20th
- Steering Committee work session
  - March 11th & 12th
- City Council work session
  - April 2nd

# Proposed 2<sup>nd</sup> Community Questionnaire



**Goal:** confirmation from residents that they were heard

**Structure:** 3 questions (total)

1. *Do these Priorities reflect what is most important to you?  
Why or why not?*
2. *Which one of these Priority areas do you believe should receive the City's greatest focus over the next 5 years?  
Why?*
3. *What is the most important issue or idea you feel is missing or needs more attention?*

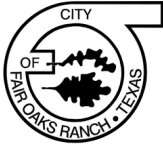
# Questions for City Council



1. Where would you like to see more emphasis, less emphasis, or a different emphasis?
2. Are there any priorities or goals you feel are missing?
3. Does this framework provide the right level of focus and direction for the next 3-5 years?



# Council Feedback & Direction




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## CITY COUNCIL REPORT

### CITY OF FAIR OAKS RANCH, TEXAS

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AGENDA TOPIC:       Transportation Safety Advisory Committee Report

DATE:                 March 5, 2026

DEPARTMENT:        Transportation Safety Advisory Committee

PRESENTED BY:       Carole Vanzant, CPM, ICMA-CM, Assistant City Manager  
Chris Doepke, TSAC Vice Chairperson

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#### **INTRODUCTION / BACKGROUND:**

On July 18, 2024, the City Council approved an ordinance establishing a Transportation Safety Advisory Committee (TSAC). The Committee's purpose is to assist the City Council in maintaining the City's quality of life through a citizen-government partnership that promotes safe and secure public roads. TSAC meets on the first Wednesday of February, May, August, and November.

#### **Stop Sign Request – Fair Oaks Parkway at Triple Crown**

In September 2025, the City received a citizen submittal requesting installation of a stop sign on Fair Oaks Parkway at Triple Crown. The submitter expressed concern that vehicles exiting Triple Crown onto Fair Oaks Parkway face increasing safety risks due to a blind curve on the northbound lanes of Fair Oaks Parkway immediately prior to the intersection. The requested action was for the placement of a stop sign on Fair Oaks Parkway at Triple Crown.

The submittal was presented at TSAC's February 4 regular meeting. Staff's presentation included:

1. Analysis and findings from the City's general engineering contractor regarding intersection sight distance.
2. Relevant vehicle counts and traffic data.
3. Documentation of staff-completed roadway improvements, including installation of cautionary signage on Fair Oaks Parkway and Triple Crown, and relocation of the stop bar and stop sign forward on Triple Crown to enhance driver visibility.
4. A recommendation to deny the request because a multi-way stop at this location does not meet the criteria established by the Texas Manual on Uniform Traffic Control Devices and in light of the staff-completed intersection improvements.

Following discussion, a motion to advance the submittal to City Council failed on a 0–6 vote.

#### **Ongoing Transportation Safety Submittals**

The following transportation safety items remain ongoing:

1. **Fair Oaks Parkway at Front Gate** — Vehicle counts and traffic radar study have been completed. Data is scheduled for presentation at the May TSAC meeting.
2. **Ralph Fair Road Speed Limit Reduction to 50 mph** — Upon installation of new speed limit signage by TxDOT (anticipated in April), a City ordinance amending the speed limit will be presented to City Council for consideration.

**REPORT RECOMMENDATION:**

Received and filed. No City Council action required.

**POLICY ANALYSIS / BENEFIT(S) TO CITIZENS:**

1. Provides input from TSAC and citizens.
2. Complies with the Committee's Rules of Procedure provision in presenting City Council with Committee recommendations.
3. Allows for continued improvement of the city's quality of life relative to transportation safety.

**LONGTERM FINANCIAL AND BUDGETARY IMPACT:**

Not applicable.