

VIA TELEPHONE & VIDEO CONFERENCE



CITY OF FAIR OAKS RANCH AGENDA – CITY COUNCIL TELECONFERENCE & VIDEOCONFERENCE

June 18, 2020 6:30 PM
Via Teleconference & Videoconference
7286 Dietz Elkhorn, Fair Oaks Ranch

THERE EXISTS A PUBLIC HEALTH EMERGENCY RELATED TO THE COVID-19 VIRUS THAT NECESSITATES A MEETING OF THE CITY COUNCIL TO TAKE PLACE VIA TELEPHONE & VIDEO CONFERENCE PURSUANT TO GOVERNMENT CODE CHAPTERS 551.125 AND 551.127, AS MODIFIED BY EXECUTIVE ORDER OF THE GOVERNOR

You must dial in to speak using your phone:

United States (Local #): 210-714-4201

(Toll-Free #): 1-800-717-4201

Conference ID: 2443302 #

Videoconference Link (For Video Only):

<https://fortx.webex.com/fortx/onstage/g.php?MTID=e0c1fcb7d44988cc48bcc03a7bdaf3880>

Password: Attendee

If you wish to address the Council, please select *5 on your phone; this will place you in a queue for speaking. At the appropriate time the City Secretary will call upon each individual separately.

I. OPEN MEETING

A. Roll Call – Declaration of a Quorum.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

To address the Council, please select *5 on your phone; this will place you in a queue for speaking. At the appropriate time the City Secretary will call upon each individual separately. In accordance with the Open Meetings Act, Council may not discuss or take action on any item which has not been posted on the agenda.

A. Citizens to be heard.

B. Presentation of updated Court Fine Schedule.

The Honorable Kim Keller, Municipal Court Judge

Pgs. 4-8

III. CONSENT AGENDA

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

A. Approval of the June 4, 2020 Regular City Council meeting minutes.

Pgs. 9-11

B. Approval of the preliminary plat that establishes the Arbors at Fair Oaks Ranch Unit
2. Lata Krishnarao, AICP, LEED ND, Consultant, Gunda Corporation

Pgs. 12-20

Katie Schweitzer, P.E., Manager of Engineering Services

IV. CONSIDERATION/DISCUSSION ITEMS

- | | | |
|--|--|------------|
| A. Consideration and possible action modifying and extending a declaration of local disaster; establishing rules and regulations for the duration of the disaster; and restricting certain activities. | Mayor Garry Manitzas | Pgs. 21-26 |
| B. Consideration and possible action on an Ordinance amending the City's Code of Ordinances Appendix A pertaining to Municipal Court Fees. | Debbie Landrum, Court Administrator, CCM | Pgs. 27-31 |
| C. Consideration and possible action approving a Resolution to approve an Interlocal Agreement to submit for and accept Federal Coronavirus Relief Funds from the County of Bexar. | Sarah Buckelew, CPA, Finance Director | Pgs. 32-52 |
| D. Consideration and possible action approving a Resolution to submit for and accept Federal Coronavirus Relief Funds from the Counties of Kendall and Comal. | Sarah Buckelew, CPA, Finance Director | Pgs. 53-55 |
| E. Consideration and possible action approving a Resolution authorizing the City to submit a grant application and accept payment for Federal Emergency Management Agency Funds related to Disaster Declaration DR-4485. | Sarah Buckelew, CPA, Finance Director | Pgs. 56-58 |
| F. Consideration and possible action authorizing the City Manager to sign an Interlocal Agreement with the City of San Antonio for the designation of the city's Health Authority. | Carole Vanzant, Assistant City Manager | Pgs. 59-64 |

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

- | | | |
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| A. Status Update: Fireworks Celebration. | Joanna Merrill, Director of Human Resources & Communications | Pg. 65 |
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VI. CONVENE INTO EXECUTIVE SESSION

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

- A. Sec. 551.071 (Consultation with Attorney) the City Council will meet in private consultation with legal counsel to seek the advice of its attorneys about pending or contemplated litigation, a settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Government Code; to wit:
1. Claims made on behalf of a real property owner against the City's operation of the K-3 Trinity Glen Rose Water Well.
 2. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
 3. To receive legal advice and to receive and deliberate an offer of settlement for claims made on behalf of a real property owner against the City's operation of well K-2.

4. Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs. Edward I. Hill, Robert E. Heckendorn, Craig M. Kuitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.

VII. RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

VIII. ADJOURNMENT

Requests for City topic needing additional information/research; or, potential consideration for a future agenda.

Signature of Agenda Approval:



I, Christina Picioccio, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the city's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times. As per Texas Government Code 551.045, said Notice was posted by 5:00 PM June 15, 2020 and remained so posted continuously for at least 1 hour before said meeting was convened.

The Fair Oaks Ranch City Hall is wheelchair accessible at the side 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 COUNCIL PRESENTATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

June 18, 2020

AGENDA TOPIC: Presentation of updated Court Fine Schedule
DATE: June 18, 2020
DEPARTMENT: Municipal Court
PRESENTED BY: Kimberly S. Keller, Judge - Municipal Court

BACKGROUND:

Fair Oaks Ranch Municipal Court has jurisdiction over Class C Misdemeanors and City Ordinance violations. The current amount of the fine for Class C Misdemeanors (“Court Fine Schedule”) was last reviewed in 2007. This project set out to individually review nearly 200 fine amounts for the varying offenses falling within the Court’s jurisdiction and determine if a change was needed based on a variety of factors.

POLICY ANALYSIS TO CITIZENS & LONG-TERM FINANCIAL/BUDGETARY IMPACT:

More people come into contact with municipal courts than all other Texas courts combined. Because of this, the public’s impression of the Texas judicial system is largely dependent on their municipal court experience. Fines are the most common form of punishment in Texas. The Texas Legislature sets a maximum allowable fine for each offense, as well as the required costs and fees to be charged in addition to the fine. The Legislature then affords discretion to the presiding municipal judge to set the city’s Court Fine Schedule within the State allowable maximum. In establishing a Court Fine Schedule, the presiding judge seeks to balance many factors, including proportionality of the punishment for the offense and the court’s ability to efficiently administer justice. On a case-by-case basis, the municipal judge may depart downward from the Court Fine Schedule if the evidence calls for a modification. This updated Court Fine Schedule is not anticipated to impact the City’s budget or long-term financial plans in a material way.

LEGAL ANALYSIS:

The updated Court Fine Schedule is the result of a collaborative effort by City staff, Court staff, and myself. The current Court Fine Schedule was compared to that of comparable cities (Alamo Heights, Balcones Heights, Boerne, Helotes, Hollywood Park, Kerrville, Marble Falls and Shavano Park). For each Class C misdemeanor offense, this analysis evaluated the current City fine, the State maximum allowable fine, and the range of fines set by comparable cities. Each fine was then individually reviewed to determine whether an update should be recommended.

RECOMMENDATION/PROPOSED MOTION:

This report is for informational purposes only. No Council action is required.

SCHEDULE OF FINES

Class C Misdemeanor Offenses

June 2020

*Other Municipalities surveyed:
Alamo Heights, Balcones Heights, Boerne,
Helotes, Hollywood Park, Kerrville, Marble
Falls, and Shavano Park

VIOLATION BY TYPE	Current F.O.R. Fine	Max Fine Allowable	Fine Range of other Municipalities *	Judge Recommended Fine
SCHOOL VIOLATIONS				
WIRELESS DEVICE USED IN A SCHOOL ZONE	\$100	\$200	\$132 - 166	\$175
PASSING A SCHOOL BUS	\$100	\$500-\$1250	\$268 - 748	\$500
DRIVER'S LICENSE				
OPERATE VEHICLE MORE THAN ONE PASS- MINOR	\$50	\$200	\$32 - 136	\$100
VIOLATE DRIVERS LICENSE RESTRICTION	\$50	\$200	\$32 - 83	\$90
FAIL TO DISPLAY DRIVER'S LICENSE	\$30	\$200	\$69 - 135	\$100
DRIVING WHILE LICENSE INVALID (DWLI)	\$200	\$500	\$85 - 500	\$400
EXPIRED DRIVER'S LICENSE	\$40	\$200	\$81 - 135	\$100
MISREPRESENTATION OF AGE ON DL	\$135	\$500	\$85 - 485	\$250
FAIL TO REPORT CHANGE OF ADDRESS OR NAME	\$30	\$200	\$31 - 135	\$100
IMPROPER DRIVER'S LICENSE VEHICLE TYPE	\$30	\$200	\$16 - 128	\$100
VIOLATION OF PROVISIONAL LICENSE	\$50	\$200	\$16 - 83	\$175
NO DRIVER'S LICENSE	\$40	\$200	\$85 - 200	\$200
NO TEXAS DRIVER'S LICENSE	\$30	\$200	\$85 - 234	\$100
POSSESSION OF FICTITIOUS DRIVER'S LICENSE	\$200	\$200	\$85 - 335	\$200
PERMIT UNLICENSED MINOR TO DRIVE	\$50	\$200	\$85 - 200	\$100
VIOLATION OF LICENSE RESTRICTION	\$50	\$200	\$16 - 136	\$100
MOVING VIOLATIONS				
WIRELESS DEVICE USED FOR ELECTRONIC MESSAGING	\$99	\$200	\$41 - 147	\$150
CUT ACROSS DRIVEWAY TO MAKE TURN	\$100	\$200	\$62 - 150	\$100
FAILED TO PASS TO RIGHT SAFELY/IMPROPER PASSING	\$71	\$200	\$62 - 150	\$100
PASSING TO THE RIGHT (ILLEGAL)	\$70	\$200	\$62 - 136	\$100
DISREGARD POLICE OFFICER	\$57	\$200	\$62 - 210	\$200
DROVE CENTER LANE (NOT PASSING/ NOT TURNING)	\$55	\$200	\$60 - 141	\$140
DROVE WITHOUT LIGHTS WHEN REQUIRED	\$30	\$200	\$62 - 136	\$100
DROVE WRONG WAY IN DESIGNATED LANE	\$50	\$200	\$50 - 165	\$130
PASSING AUTHORIZED EMERGENCY VEHICLE	\$75	\$200	\$62 - 185	\$200
FAILED TO YIELD RIGHT OF WAY TO EMERGENCY VEHICLE	\$75	\$200	\$62 - 250	\$200
FAILED TO DIM HEADLIGHTS	\$50	\$200	\$50 - 136	\$100
FAILED TO PASS LEFT SAFELY	\$70	\$200	\$62 - 136	\$150
FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY	\$210	\$175-\$350	\$160 - 350	\$350
FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY 2ND OFFENSE	\$350	\$350-\$1000	\$119 - 630	\$500
FOLLOWING TOO CLOSELY	\$71	\$200	\$62 - 150	\$150
FAIL TO STOP AT DESIGNATED PT (STOP SIGN)	\$55	\$200	\$30 - 136	\$125

SCHEDULE OF FINES

Class C Misdemeanor Offenses
June 2020

*Other Municipalities surveyed:
Alamo Heights, Balcones Heights, Boerne,
Helotes, Hollywood Park, Kerrville, Marble
Falls, and Shavano Park

VIOLATION BY TYPE	Current F.O.R. Fine	Max Fine Allowable	Fine Range of other Municipalities *	Judge Recommended Fine
FAIL TO COVER LOAD TO PREVENT SPILLAGE	\$55	\$200	\$32 - 282	\$200
UNSAFE SPEED/ TOO FAST FOR CONDITIONS	\$71	\$200	\$62 - 185	\$150
FAIL TO CONTROL SPEED	\$71	\$200	\$62 - 150	\$150
ILLEGAL U-TURN	\$50	\$200	\$62 - 136	\$125
IMPEDING TRAFFIC	\$55	\$200	\$62 - 136	\$100
FAIL TO REMOVE INJURIOUS MATERIAL	\$47	\$200	\$32 - 184	\$100
MAXIMUM EXTENDED LENGTH OF LOAD	\$40	\$200	\$41 - 127	\$125
DISREGARD NO PASSING ZONE	\$70	\$200	\$62 - 150	\$150
OPERATE VEHICLE WITH CHILD IN OPEN BED	\$100	\$200	\$62 - 185	\$200
DISREGARD RED LIGHT	\$71	\$200	\$32.1 - 136	\$150
FAILED TO DRIVE IN SINGLE LANE	\$71	\$200	\$50 - 136	\$150
SPEEDING (FIRST 10 MILES) BASE	\$55	\$200	\$0 - 91	\$100
SPEEDING (ABOVE 10 MILES POSTED) BASE FINE PLUS \$5.00 FOR EACH ADDITIONAL MILE OVER	\$5	\$8	\$5 - 8	\$8
SPEEDING IN A SCHOOL ZONE (FIRST 10 MILES) BASE	\$100	\$200	\$5 - 108	\$150
SPEEDING IN A SCHOOL ZONE (ABOVE 10 MILES POSTED) BASE FINE PLUS \$5.00 FOR EACH ADDITIONAL MILE OVER	\$5	\$200	\$5 - 106	\$10
DISREGARD STOP SIGN	\$71	\$200	\$30.1 - 136	\$100
DUTIES UPON STRIKING FIXED OBJECTS	\$75	\$200	\$62 - 335	\$100
FAILURE TO OBEY TRAFFIC CONTROL DEVICE	\$71	\$200	\$30 - 111	\$100
TURNED ACROSS DIVIDING SECTION	\$50	\$200	\$62 - 150	\$100
FAILED TO SIGNAL TURN	\$71	\$200	\$50 - 136	\$100
IMPROPER BACKING	\$40	\$200	\$62 - 150	\$100
UNSAFE START FROM PARKED POSITION	\$30	\$200	\$0 - 185	\$100
FAILED TO YIELD RIGHT OF WAY	\$70	\$200	\$62 - 136	\$125
VEHICLE- EQUIPMENT				
DEFECTIVE STOP LAMPS	\$50	\$200	\$41 - 135	\$90
NO STOP LAMPS OR BRAKE LIGHTS	\$50	\$200	\$41 - 135	\$90
DEFECTIVE BRAKES/TIRES	\$30	\$200	\$41 - 180	\$90
DEFECTIVE HEAD LAMPS	\$50	\$200	\$41 - 135	\$90
DEFECTIVE TAIL LAMPS	\$50	\$200	\$41 - 135	\$90
DEFECTIVE TURN SIGNAL LAMP	\$30	\$200	\$41 - 135	\$90
OBSTRUCTED VIEW THROUGH WINDSHIELD	\$50	\$200	\$103 - 198	\$90
UNAUTHORIZED LIGHTING	\$30	\$200	\$41 - 135	\$90
VEHICLE				
DISPLAY FICTITIOUS REGISTRATION	\$55	\$200	\$50 - 181	\$200
DISPLAY EXPIRED REGISTRATION/LICENSE PLATE	\$50	\$200	\$71 - 135	\$100

SCHEDULE OF FINES

Class C Misdemeanor Offenses
June 2020

*Other Municipalities surveyed:
Alamo Heights, Balcones Heights, Boerne,
Helotes, Hollywood Park, Kerrville, Marble
Falls, and Shavano Park

VIOLATION BY TYPE	Current F.O.R. Fine	Max Fine Allowable	Fine Range of other Municipalities *	Judge Recommended Fine
DISPLAY EXPIRED REGISTRATION ON TRAILER	\$50	\$200	\$71 - 135	\$100
LICENSE PLATE OBSTRUCTED	\$43	\$200	\$17 - 81	\$100
OPERATE MOTOR VEHICLE W/O LP OR WITH 1 LP	\$35	\$200	\$71 - 135	\$100
OPERATE UNREGISTERED MOTOR VEHICLE	\$50	\$200	\$71 - 135	\$100
DISPLAY WRONG/ALTERED/OBSCURED LICENSE PLATE	\$50	\$200	\$71 - 181	\$100
SEAT BELT VIOLATIONS				
NO SEAT BELT DRIVER	\$50	\$200	\$10 - 50	\$100
NO SEAT BELT PASSENGER	\$50	\$200	\$10 - 50	\$100
UNRESTRAINED CHILD UNDER 8 YEARS OF AGE	\$150	\$25-\$250	\$43 - 264	\$200
CHILD NOT SECURED BY SEAT BELT	\$100	\$200	\$25 - 185	\$150
MOTORCYCLE / ATV				
ALL-TERRAIN VEHICLE WITHOUT HEADGEAR	\$27	\$200	\$0 - 0	\$75
OPERATE MOTORCYCLE WITHOUT HEADGEAR	\$25	\$200	\$18 - 50	\$75
MOTORCYCLE PASSENGER W/O APPROVED HEADGEAR	\$60	\$200	\$18 - 50	\$75
PEDESTRIAN/ PARKING				
PARK/STAND WITHIN 15 FEET OF A FIRE HYDRANT	\$28	\$200	\$51 - 251	\$100
ILLEGALLY PARKED - FIREZONE	\$72	\$200	\$0 - 143	\$125
HANDICAPPED PARKING VIOLATION	\$503	\$500-1250	\$238 - 552	\$550
PARKED FACING TRAFFIC	\$0	\$200	\$0 - 134	\$90
PARK OVER 18 INCHES FROM CURB	\$0	\$200	\$0 - 143	\$90
UNATTENDED MOTOR VEHICLE	\$0	\$200	\$38 - 115	\$150
MISCELLANEOUS CHARGES				
VIOLATE PROMISE TO APPEAR	\$100	\$200	\$141 - 237	\$150
PENAL CODE OFFENSES				
ASSAULT BY CONTACT	\$200	\$500	\$149 - 485	\$250
RECKLESS DAMAGE OR DESTRUCTION	\$150	\$500	\$136 - 485	\$250
DISCHARGES FIREARM/PUBLIC ROADWAY	\$100	\$500	\$192 - 482	\$250
INDECENT EXPOSURE	\$100	\$500	\$173 - 485	\$250
FIGHTING WITH ANOTHER	\$0	\$500	\$131 - 485	\$250
OFFENSIVE GESTURE/DISPLAY	\$120	\$500	\$136 - 485	\$250
OBSCENE LANGUAGE	\$120	\$500	\$129 - 485	\$250
UNREASONABLE NOISE	\$120	\$500	\$129 - 485	\$250
ASSAULT BY THREAT	\$120	\$500	\$173 - 485	\$250
FAILURE TO IDENTIFY	\$135	\$200	\$0 - 419	\$150
LEAVE CHILD UNATTENDED IN VEHICLE	\$85	\$500	\$164 - 485	\$200

SCHEDULE OF FINES

Class C Misdemeanor Offenses
June 2020

*Other Municipalities surveyed:
Alamo Heights, Balcones Heights, Boerne,
Helotes, Hollywood Park, Kerrville, Marble
Falls, and Shavano Park

VIOLATION BY TYPE	Current F.O.R. Fine	Max Fine Allowable	Fine Range of other Municipalities *	Judge Recommended Fine
LITTERING	\$50	\$500	\$161 - 482	\$150
OPEN CONTAINER IN MOTOR VEHICLE	\$150	\$500	\$118.1 - 485	\$250
PUBLIC INTOXICATION	\$150	\$500	\$203 - 500	\$300
SIMPLE ASSAULT	\$100	\$500	\$173 - 485	\$300
THEFT	\$75	\$500	\$173 - 485	\$300
ABC (ALCOHOL OR DRUG CLASS)				
CONSUMPTION OF ALCOHOL - MINOR	\$150	\$500	\$164 - 485	\$250
POSSESSION OF ALCOHOL- MINOR	\$150	\$500	\$221 - 485	\$250
CONSUMPTION OF AB NEAR SCHOOLS	\$135	\$500	\$221 - 485	\$250
CONSUMPTION OF ALCOHOL WHILE DRIVING	\$100	\$500	\$164 - 485	\$250
DRIVING UNDER INFLUENCE - MINOR	\$200	\$500	\$164 - 513.1	\$350
HEALTH AND SAFETY CODE (HSC)				
POSSESSION OF DRUG PARAPHERNALIA	\$150	\$500	\$250 - 500	\$350
VIOLATION TX ADMIN CODE CH 229 CERTIFIED FOOD MGR	\$200	\$1,000	\$0 - 0	\$250
FOOD PERMIT - VIOLATION TX ADMIN CODE CH 228'	\$200	\$1,000	\$271 - 1985	\$250
ILLEGAL DUMPING (CLASS C)	\$200	\$500	\$73 - 195	\$250
POSSESSION OF TOBACCO BY A MINOR	\$0	\$100	\$134 - 340	\$100
POSSESSION OF E-CIGARETTE, VAPE DEVICE BY MINOR	\$10	\$100	\$105 - 1990	\$100
CITY ORDINANCE (ANIMALS)				
ANIMAL AT LARGE (SEC. 1-4 A B)	\$25	\$500	\$0 - 0	\$150
PUBLIC NUISANCE	\$50	\$500	\$0 - 0	\$100
DEER FEDDING (SEC. 2.02.004)	\$150	\$500	\$0 - 0	\$150
BARKING DOG (SEC. 2)	\$50	\$500	\$0 - 0	\$100
LIVESTOCK AT LARGE	\$25	\$200	\$0 - 0	\$150
UNLICENSED ANIMAL	\$25	\$500	\$0 - 0	\$50
VICIOUS ANIMAL(S)	\$25	\$500	\$0 - 0	\$150

**CITY OF FAIR OAKS RANCH
CITY COUNCIL TELECONFERENCE & VIDEOCONFERENCE MEETING MINUTES
JUNE 4, 2020
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015**

I. OPEN MEETING

A. Roll Call – Declaration of a Quorum

Present: Mayor Manitzas and Mayor Pro Tem Elizondo
Council Members: Havard, Hartpence, Koerner, Patel and Maxton.

With a quorum present, the City Council meeting was called to order at 9:32 AM.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

- A. There were no citizens to be heard.
- B. Joanna Merrill, the City's Human Resources Director, introduced Katherine Schweitzer, P.E., the newly hired Manager of Engineering.
- C. Oscar Michael "Mike" Garza, P.E., PTOE, General Engineering Consultant from Legacy Engineering Group, provided to Council a Presentation on two safety enhancement projects awarded to the City of Fair Oaks Ranch through the Highway Safety Improvement Program (HSIP) including the realignment of Ammann Road and improvements at the Fair Oaks Parkway/Dietz Elkhorn intersection.

III. CONSENT AGENDA

- A. **Approval of the May 14, 2020 City Council and P&Z Commission Joint Public Hearing meeting minutes.**
- B. **Approval of the May 21, 2020 Regular City Council meeting minutes.**
- C. **Approval of the second reading of an Ordinance amending the Comprehensive Plan to change the land use classification from Neighborhood Residential (NR) to Existing Residential (R1) of approximately 22.60 acres generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection. Generally known as the Arbors Development.**
- D. **Approval of the second reading of an Ordinance to change zoning classification from Neighborhood Residential (NR) to Existing Residential 1 (R1) for 22.60 acres generally located along the east side of Ralph Fair Road at the southeast corner of Ralph Fair Road and the Fair Oaks Parkway/Arbor Falls intersection. Generally known as the Arbors Development.**
- E. **Affirmation of an Emergency Ordinance amending the Fiscal Year 2019-2020 budget reallocating monies for the purchase of an emergency generator for the City Police Station and Emergency Operation Center.**

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

VOTE: 7-0; Motion passed.

IV. CONSIDERATION/DISCUSSION ITEMS

A. Consideration and possible action modifying and extending a declaration of local disaster; establishing rules and regulations for the duration of the disaster; and restricting certain activities.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Patel to approve an Ordinance extending the Declaration of Local Disaster to June 18, 2020.

VOTE: 7-0; Motion passed.

B. Discussion regarding the process to appoint/reappoint members to Boards & Commissions.

City Secretary, Christina Picioccio, provided Council with a summary of the process by which various city boards and commissions are managed, the terms for each and suggested options for Council to consider that would make them consistent. Council Member Koerner led the discussion and provided direction to staff.

C. Discuss and consider ratifying the City Manager's promotion and appointment of Lieutenant Tim Moring to the position of Police Chief for the City of Fair Oaks.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Hartpence to ratify the City Manager's promotion and appointment of Lieutenant Tim Moring to the position of Police Chief for the City of Fair Oaks Ranch.

VOTE: 7-0; Motion passed.

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

A. Sarah Buckelew, CPA, Finance Director presented to Council the Financial Update.

VI. CONVENE INTO EXECUTIVE SESSION

Pursuant to Section 551.101 of the Open Meetings Act, Texas Gov't Code, a quorum of the governing body convened into Executive Session at 11:45 AM regarding:

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

1. Claims made on behalf of a real property owner against the City's operation of the K-3 Trinity Glen Rose Water Well.
2. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
3. To receive legal advice and to receive and deliberate an offer of settlement for claims made on behalf of a real property owner against the City's operation of well K-2.

City Council did not convene into Executive Session regarding:

A. 4. Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs. Edward I. Hill, Robert E. Heckendorn, Craig M. Kuitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks,

William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.

Council Member Koerner left the meeting at 12:58 PM.

Council Member Hartpence left the meeting at 1:18 PM.

VII. RECONVENE INTO OPEN SESSION

The Mayor reconvened into open session at 1:32 PM.

A roll call reestablishing a quorum was taken:

Present: Mayor Manitzas and Mayor Pro Tem Elizondo

Council Members: Havard, Patel and Maxton.

No action was taken.

VIII. ADJOURNMENT

Council Member Patel requested from staff and Engineer Mike Garza, potential solutions for traffic issues at Dietz Elkhorn and Ralph Fair Road at a future meeting.

Mayor Manitzas adjourned the meeting at 1:35 PM.

ATTEST:

Garry Manitzas, Mayor

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 18, 2020

AGENDA TOPIC: Approval of the preliminary plat that establishes the Arbors at Fair Oaks Ranch Unit 2

DATE: June 18, 2020

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Lata Krishnarao, AICP, LEED ND, Consultant, 3rd Party Consultant, Gunda Corporation

INTRODUCTION/BACKGROUND:

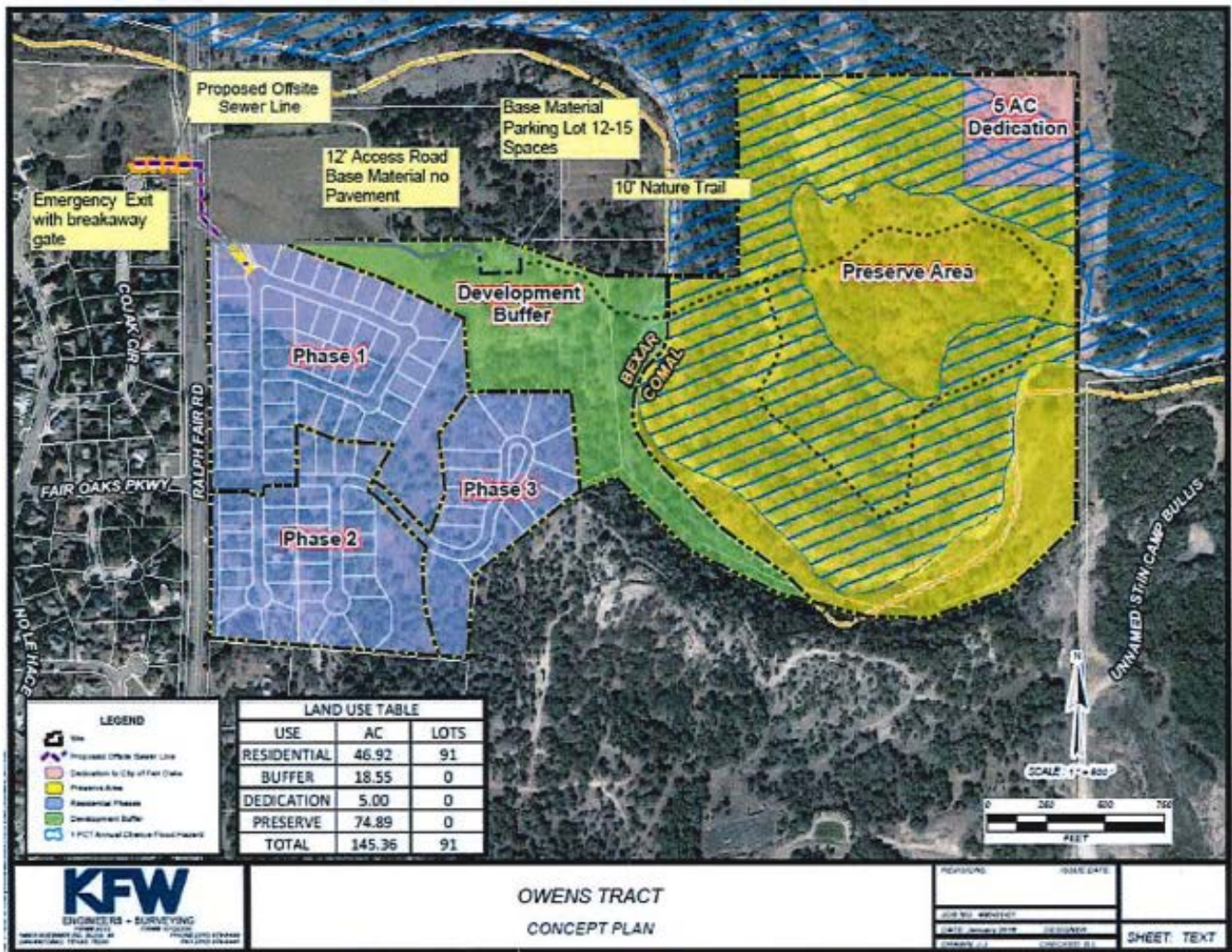
In November 2015 a Preliminary Plat, establishing the Preserve at Fair Oaks, was submitted to the Public Works Department by KFW Engineers & Surveying (KFW). This tract of land is contained in the approximately 145 acres generally referred to as the "Owen's Tract". In February 2016, a development agreement was signed by the City of Fair Oaks Ranch, David and Dianne Owens, and Scott Felder Homes for the approximately 145-acre tract. This subdivision was renamed as Arbors at Fair Oaks Ranch and more information on the proposed units can be found in the Summary Table below. The development agreement contained a maximum of 91 residential lots and referred to the Concept Plan, shown below, for the location of lots and rights of way. The development agreement did not specify minimum lot sizes, but the Concept Plan showed lots that were generally 80' wide and 140' deep. The proposed lots conform to the size in the Concept Plan and range from 0.26 acres to 1.68 acres, with almost half of the lots being less than 0.3 acres.

The development agreement included stipulations regarding a 19-acre green buffer area for the residential lots, a 75-acre natural Preserve Area to be maintained by the Fair Oaks Ranch Homeowners Association (FORHA) with city access, 4,100 linear feet of 10-foot wide nature trails, roadway access to the nature trail with parking and related improvement. Most of these improvements have been undertaken.

Summary Table

Arbors Unit	Approval Date	Total Area* (ac)	Residential Lots
1	12/15/2016	24.20	44
2	2018 (Approval expired)	43.56	47
3	N/A	74.89	0
Total	-	145.35	91

*There may be minor discrepancy in total areas due to surveys prepared during platting.



In January 2018, the City received a preliminary plat establishing the Arbors Unit 2 at Fair Oaks Ranch and the preliminary plat was approved at that time. As per the subdivision ordinance, the preliminary plat approval is valid for one year and the preliminary plat approval has expired. Therefore, the applicant is resubmitting the preliminary plat for consideration and approval.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Article II, Section 2 of the City Subdivision Ordinance titled, Processing of the Preliminary Plat contains the following:

Staff Review.

City Staff will inspect the preliminary plat to verify that it conforms to all of the requirements of this ordinance. The Subdivider will be informed in writing by the City Administrator of any deficiencies in the preliminary plat.

A. Recommendation by the Fair Oaks Ranch Public Works Department.

The Fair Oaks Ranch Public Works Department shall conditionally recommend approval or disapproval of the preliminary plat at their next scheduled meeting on which a complete plat submission is received by the City Administrator. The Public Works Department's recommendation of approval of the preliminary plat shall not constitute final acceptance of the

final plat but is authority to proceed with the preparation of the final plat. If any major changes are required by the Public Works Department, the Public Works Department may require submission of another preliminary plat.

B. Expiration of Plat Approval Recommendation.

The approval recommendation of the preliminary plat shall expire one year from the date of the initial recommendation

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Sec. 212.006 (a) of the Texas Local Government Code titled, Authority Responsible for Approval Generally, states the following:

“The municipal authority responsible for approving plats under this subchapter is the municipal planning commission or, if the municipality has no planning commission, the governing body of the municipality. The governing body by ordinance may require the approval of the governing body in addition to that of the municipal planning commission.”

The City of Fair Oaks Ranch’s current process requires the Planning and Zoning Commission to consider the plat application and make a recommendation to the City Council. The City Council has the final authority to act on the plat.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The applicant needed more time to address staff comments and requested extension of the 30-day period to act on this preliminary plat. The Planning and Zoning Commission approved the extension at their regular meeting of May 21, 2020. Subsequently, at their regular meeting of June 11, 2020, Chairperson Rey made a motion to recommend approval of this preliminary plat that establishes Arbors at Fair Oaks Ranch Unit 2. The motion was seconded by Commissioner Leonard and passed unanimously.

RECOMMENDATION/PROPOSED MOTION:

(Consent Agenda) I move to recommend approval of this preliminary plat that establishes Arbors at Fair Oaks Ranch Unit 2.

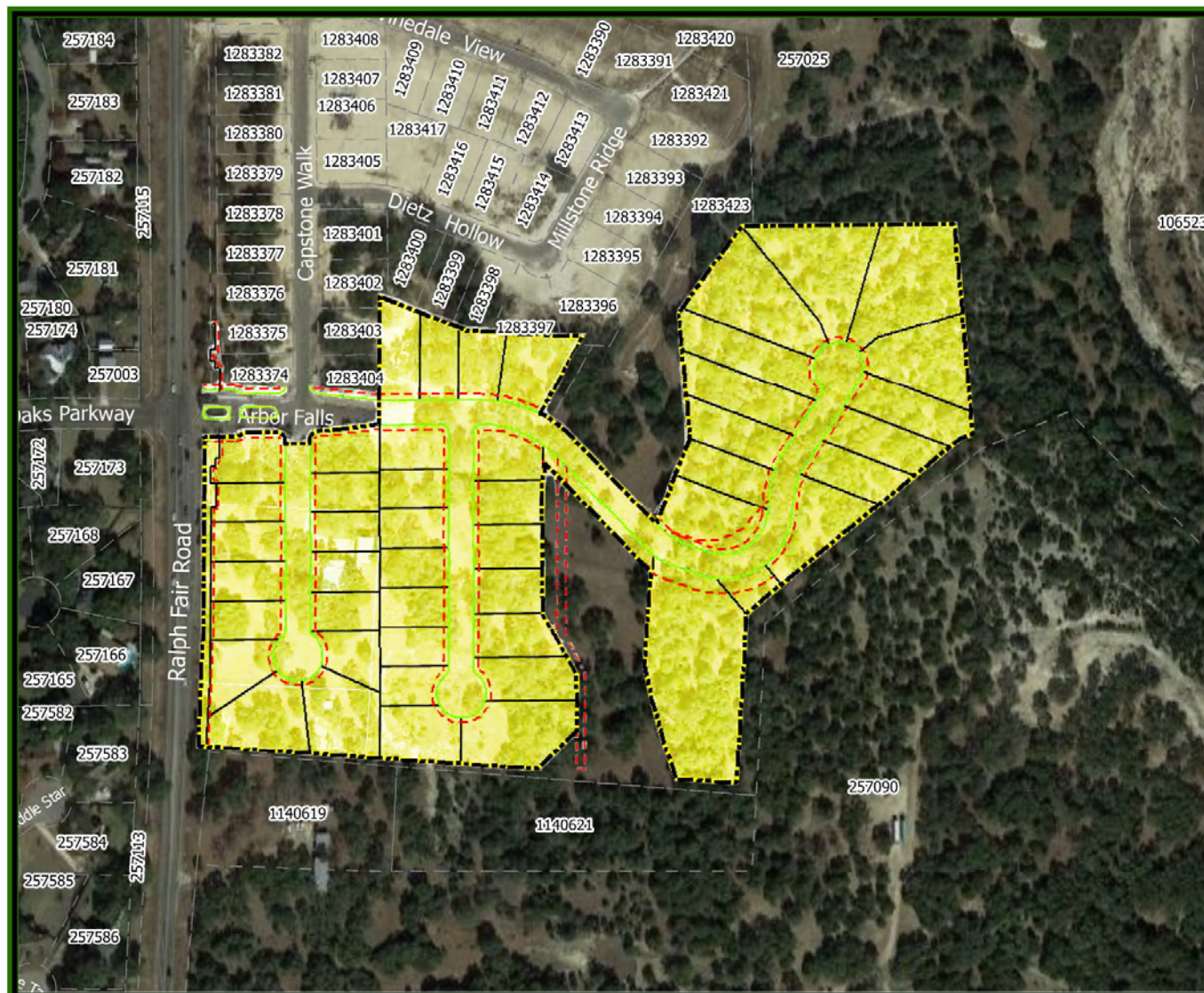


Exhibit 1
AERIAL MAP

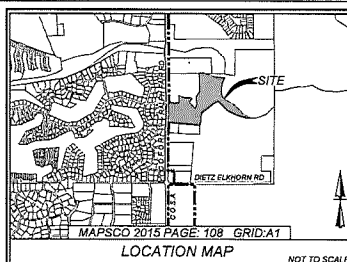
**Arbors at Fair Oaks
Ranch**
Unit 2A



April 2020


$$1'' \approx 300'$$

Disclaimer – The City of Fair Oaks Ranch (COFOR) does not guarantee the accuracy, adequacy, completeness, or usefulness of any information. COFOR does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS Data. The GIS data, cartographic products, and associated applications are not legal representations of the depicted data. GIS data is derived from public records that are constantly undergoing revision. Under no circumstances should GIS products be used for final design purposes. COFOR provides this information on an "as is" basis without warranty of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no responsibility for anyone's use of the information.



UTILITY EASEMENT

UTILITIES, INCLUDING, WITHOUT LIMITATION, SEWER, WATER, GAS, ELECTRICITY, TELEPHONE AND CABLE TELEVISION WITH ALL NECESSARY AND/OR DESIRABLE LINES, LATERALS AND/OR APPURTENANCES THEREON (THE UTILITIES).

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE UTILITIES, THE RIGHT TO PLACE OR ADDITIONAL UTILITIES IN THE EASEMENT AND TO CHANGE THE SIZE THEREOF, THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES, THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OR OPERATION OF THE UTILITIES, AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE CITY SHALL MAKE COMMERCIAL REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S USUAL AND CUSTOMARY PRACTICES.
3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

DRAINAGE EASEMENT

DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BODS, EXAMINATIONS, SINKINGS, APPURTENANCES, AND OTHER ENGINEERED DEVICES (THE DRAINAGE SYSTEM).

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM, THE RIGHT TO CHANGE THE SIZE THEREOF, THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE DRAINAGE SYSTEM, THE RIGHT TO CREATE AND/OR DREDGE A STREAM COURSE, RETAIL, OR DO OUT SUCH STREAM COURSE, ESTABLISH OR CHANGE STREAM EXAMINATIONS WITHIN THE EASEMENT, INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER GAPS, AND PROTECTING WALLS, THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE DRAINAGE SYSTEM.

WITH RESPECT TO THE DRAINAGE SYSTEM, IT IS EXPRESSLY AGREED AND UNDERSTOOD BY ALL PARTIES HERETO, THAT THE INTENTION IS TO IMPROVE CONDITIONS OF SANITATION AND WATER DRAINAGE CONTROL ON THE BENEFIT OF THE PROPERTY ADJACENT TO THE EASEMENT, AND THE COMMUNITY, BUT THE CITY DOES NOT GUARANTEE OR WARRANT THAT SUCH CONTROL WORK WILL BE EFFECTIVE, NOR DOES THE CITY ASSUME ANY ADDITIONAL LIABILITY WHATSOEVER FOR THE EFFECTS OF FLOOD, STANDING WATER, OR DAMAGE ON OR TO THE PROPERTY, OR ANY OTHER PROPERTY OR PERSONS THAT MIGHT BE AFFECTED BY SAID STREAM, WALL, OR GULLY IN ITS NATURAL STATE OR AS CHANGED BY THE CITY.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE CITY SHALL MAKE COMMERCIAL REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S USUAL AND CUSTOMARY PRACTICES.
3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

STATE OF TEXAS
COUNTY OF BEAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAN TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAN CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE.

BLANKE LOPEZ
REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF _____, A.D. _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BEAR

I HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

KYLE L. PRESSLER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 8528
KFW SURVEYING, LLC
5017 PINEHURST DRIVE, STE. 200
SAN ANTONIO, TEXAS 78231
PHONE: 210-979-8444
FAX: 210-979-0499

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF _____, A.D. _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

C.P.S. NOTES:

1. THE CITY OF FAIR OAKS RANCH AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE) HAS HEREIN DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAN AS "ELECTRIC EASEMENT," "GAS EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHEAD EASEMENT," "UTILITY EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY AND/OR DESIRABLE LINES, LATERALS AND/OR APPURTENANCES, AND THE RIGHT TO REMOVE FROM SAID LINES ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREON. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS SHALL BE PLACED WITHIN SAID EASEMENT AREA.

2. ANY CPD MONITORING RESULTS FROM MODIFICATIONS REQUIRED OF CPD EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.

3. THIS PLAN DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE, OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.

4. CONCRETE DRIVEWAY APPROACHES AND STEPS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.

5. ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOT UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

GENERAL NOTES:

DATE/LACROSSE EASEMENT: DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS. OBSTRUCTIONS OF DRAINAGE: ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL STORM AND DRAINAGE FLOWS WHEREVER FENCES CROSS DRAINAGE EASEMENTS. IMPACT FEE EASEMENT: ASSESSMENT AND COLLECTION OF THE CITY OF FAIR OAKS RANCH WATER AND WASTEWATER UTILITIES' IMPACT FEES SHALL BE THE AMOUNT PER LOT AS SET FORTH IN CITY ORDINANCE NO. 145, CHAPTER 10, ARTICLE 10.02.

GENERAL NOTES:

1. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO ADDITIONAL EASEMENTS AND RESTRICTIONS AS RECORDED FOR THIS UNIT IN THE PUBLIC RECORDS OF BEAR COUNTY, TEXAS.

2. FOR SPECIFIC BUILDING SETBACKS REFER TO THE SUBDIVISION DEED RESTRICTIONS.

3. THIS PLAN CONSISTS OF 47 RESIDENTIAL LOTS AND 3 GREEN BELTS AND 1 PRIVATE STREET.

4. THE CONTIGUOUS SHOWN ON THIS PLAN ARE FROM AERIAL PHOTOGRAPHY, KFW ENGINEERS & SURVEYING DOES NOT GUARANTEE THE ACCURACY OF THE ABOVE MENTIONED AERIAL PHOTO.

5. EACH BUILDER SHALL BE REQUIRED TO PLANT TWO TREES PER LOT WITH A CALIPER AT LEAST TWO AND ONE-HALF INCHES (2 1/2").

6. LOT NO. 80 & 80A ARE DESIGNATED AS A DRAINAGE EASEMENT. LOT NO. 80 IS ALSO DESIGNATED AS A BUNKER NON-EXCLUSIVE INGRESS/EGRESS EASEMENT TO FURTHER BE DEFINED BY SEPARATE DOCUMENTS. LOT 80W IS DESIGNATED AS PRIVATE STREET.

7. LOT 80W IS DESIGNATED AS A LANDSCAPE, NON-VEHICULAR ACCESS, DRAINAGE, WATER, SANITARY SEWER, GAS, ELECTRIC, TELEPHONE, AND C.A.T.V. EASEMENT.

SURVEYOR NOTES:

1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.

2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 42N, NORTH AMERICAN DATUM 1983.

3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.0007.

4. PORTIONS OF THE REFERENCED PROPERTY IS IN ZONE 4, AREAS DETERMINED TO BE OUTSIDE THE 2-2% ANNUAL CHANCE FLOODPLAIN, ZONE X (OTHER FLOOD AREAS), AREAS OF 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE A, AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN AND ZONE A (FLOODWAY AREAS IN ZONE A) AS SCALED FROM FEMA MAP 1509 OF THE OFFICIAL PUBLIC RECORDS OF BEAR COUNTY, TEXAS.

OWNER/DEVELOPER:
S.F. FAIR OAKS DEVELOPMENT, LLC
8200 N. MOPAC STE. 300
AUSTIN, TX 78759

ARBORES AT FAIR OAKS RANCH, UNIT 2
BEING A 43.58 ACRE TRACT OF LAND, OUT OF THE MARIA DE LA LUZ GUERRA SURVEY NO. 172, ABSTRACT 257, COUNTY BLOCK 4741, BEAR COUNTY, TEXAS AND BEING A PORTION OF A 145.4 ACRE TRACT OF LAND CONVEYED TO SF FAIR OAKS DEVELOPMENT, LLC, OF RECORD IN VOLUME 1783 PAGE 1589 OF THE OFFICIAL PUBLIC RECORDS OF BEAR COUNTY, TEXAS.

KFW
ENGINEERS & SURVEYING
3421 Pioneer Hwy, Suite 200, San Antonio, TX 78221
Phone # (210) 679-8444 • Fax # (210) 679-8441
TBP# P# 8513 • TSP# L# 1012206

STATE OF TEXAS
COUNTY OF BEAR

THE OWNER OF LAND SHOWN ON THIS PLAN, IN PERSON OR THROUGH A DELAY AUTHORIZED AGENT, DELEGATES TO THE USE OF THE PUBLIC, SOCIETY ARE IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINAGE EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER: S.F. FAIR OAKS DEVELOPMENT, LLC.

DELAY AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF BEAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/ SHE/ IT DECEASED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LEGEND

- S.I.R. = SET 1/2" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING"
- R.O.W. = RIGHT-OF-WAY
- D.P.R. = DEED AND PLAT RECORDS OF BEAR COUNTY, TEXAS
- O.P.R. = OFFICIAL PUBLIC RECORDS OF BEAR COUNTY, TEXAS
- VOL. = VOLUME
- P.G. = PAGE
- N.C.B. = NEW CITY BLOCK
- E.O.T. & V.E. = ELECTRIC, GAS, TELEPHONE, A CABLE TELEVISION EASEMENT

THIS PLAN OF ARBORES AT FAIR OAKS RANCH, UNIT 2, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS _____ DAY OF _____, A.D. 20 _____

BY MAYOR

BY SECRETARY

STATE OF TEXAS
COUNTY OF BEAR

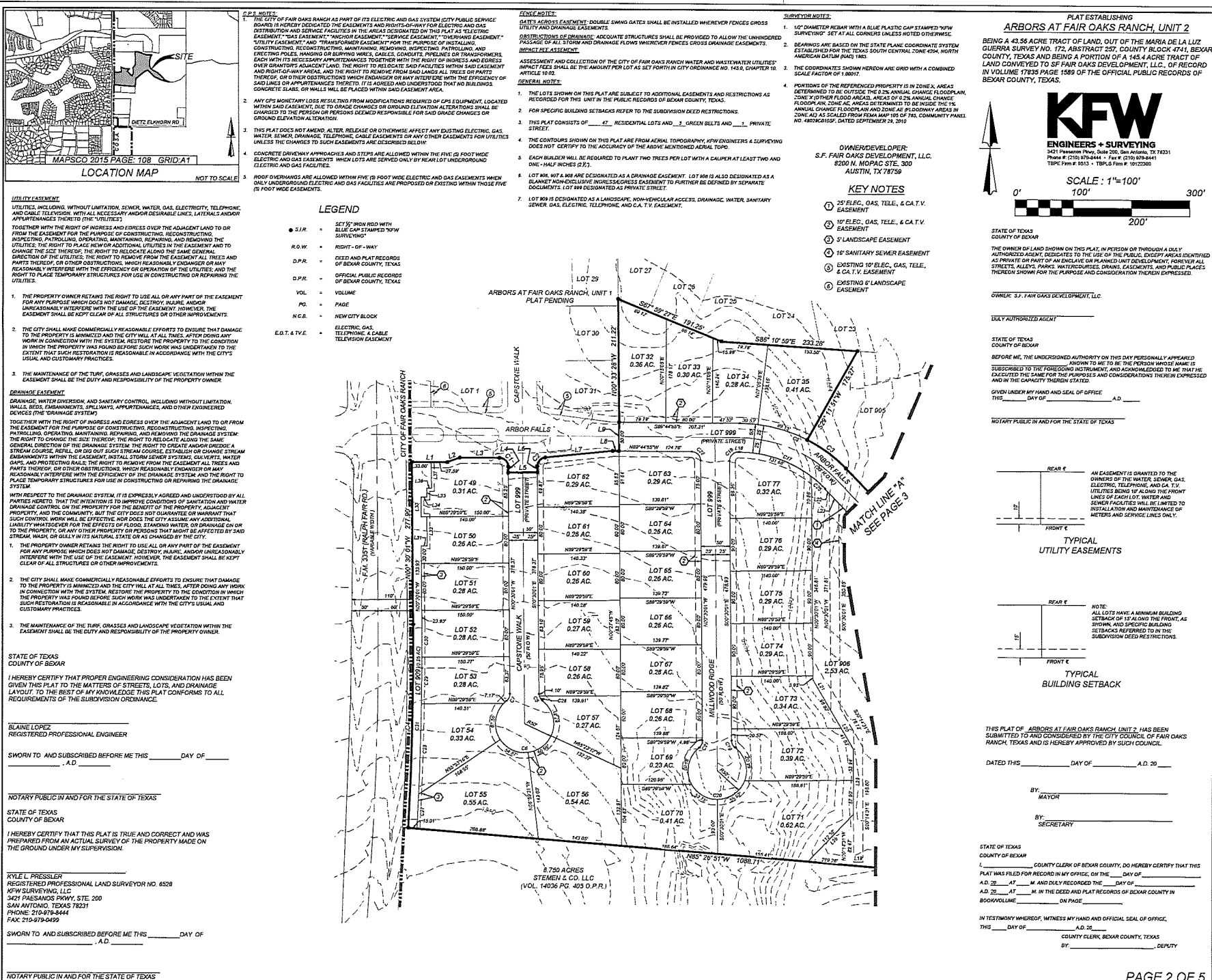
I, _____ COUNTY CLERK OF BEAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAN WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20 _____, AT _____ M. AND DAY I RECORDED THE _____ DAY OF _____, A.D. 20 _____, AT _____ M. IN THE DEED AND PLAT RECORDS OF BEAR COUNTY IN BOOK/BOOKLINE _____, ON PAGE _____.

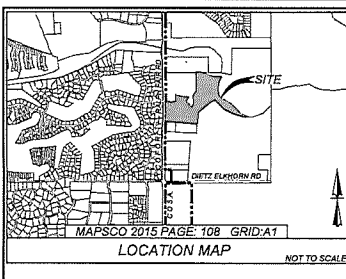
IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A.D. 20 _____, _____ COUNTY CLERK, BEAR COUNTY, TEXAS
BY _____, DEPUTY

PAGE 1 OF 5

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Date: Jul 30, 2018, 12:00pm User ID: 00000000
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UTILITY EASEMENT
UTILITIES, INCLUDING, WITHOUT LIMITATION, SEWER, WATER, GAS, ELECTRICITY, TELEPHONE, AND CABLE TELEVISION, WITH ALL NECESSARY AND/OR DESIRABLE LINES, LATERALS AND APPURTENANCES THERETO (THE "UTILITIES").

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, REPAIRING, AND REMOVING THE UTILITIES, THE RIGHT TO PLACE TOWNSHIP UTILITIES, THE EASEMENT AND TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES, THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF; OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OR OPERATION OF THE UTILITIES, AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT, HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE CITY SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S USUAL AND CUSTOMARY PRACTICES.
3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

DRAINAGE EASEMENT
DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BODS, EMBANKMENTS, DRAINAGE, APPURTENANCES, AND OTHER CONNECTED DEVICES (THE "DRAINAGE SYSTEM").

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM, THE RIGHT TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE DRAINAGE SYSTEM, THE RIGHT TO CREATE AND/OR RELOCATE A STREAM COURSE, RETAIL, OR CUT OUT SUCH STREAM COURSE, ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT, INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER GAPS, AND PROTECTING WALLS, THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF; OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE DRAINAGE SYSTEM.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT, HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE CITY SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S USUAL AND CUSTOMARY PRACTICES.
3. THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE.

BLANKE LOPEZ
REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

KYLE L. PRESSLER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6528
KFW SURVEYING, LLC
3421 PAESANOS PKWY, STE. 200
SAN ANTONIO, TEXAS 78231
PHONE: 210-979-9444
FAX: 210-979-0499

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

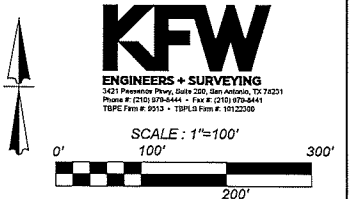
1. THE CITY OF FAIR OAKS RANCH AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE) IS HEREBY DESIGNATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "WATER EASEMENT", "SEWER EASEMENT", "OVERHEAD EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REPAIRING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, APPLIANCES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER ADJACENT ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHTS-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LOTS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO, IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:
4. CONCRETE DRIVEWAY APPROACHES AND STEPS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SITUATED ONLY BY NEAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

1. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO ADDITIONAL EASEMENTS AND RESTRICTIONS AS RECORDED FOR THIS UNIT IN THE PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.
2. FOR SPECIFIC BUILDING SETBACKS REFER TO THE SUBDIVISION DEED RESTRICTIONS.
3. THIS PLAT CONSISTS OF 47 RESIDENTIAL LOTS AND 3 GREEN BELT AND 1 PRIVATE STREET.
4. THE CONTOURS SHOWN ON THIS PLAT ARE FROM AERIAL TOPOGRAPHY, KFW ENGINEERS & SURVEYING DOES NOT CARRY TO THE ACCURACY OF THE ABOVE MENTIONED AERIAL TOP.
5. EACH BUILDING SHALL BE REQUIRED TO PLANT TWO TREES PER LOT WITH A CALIPER AT LEAST TWO AND ONE-HALF INCHES (2").
6. LOT 86, 87 & 89 ARE DESIGNATED AS A DRAINAGE EASEMENT. LOT 86 IS ALSO DESIGNATED AS A BLANNEY NON-EXCLUSIVE INGRESS/EGRESS EASEMENT TO FURTHER BE DEFINED BY SEPARATE DOCUMENTS. LOT 89 DESIGNATED AS PRIVATE STREET.
7. LOT 89 IS DESIGNATED AS A LANDSCAPE, NON-VEHICULAR ACCESS, DRAINAGE, WATER, SANITARY SEWER, GAS, ELECTRIC, TELEPHONE, AND C.A.T.V. EASEMENT.

SURVEYOR NOTES:
1. 10" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM 1983.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00071.
4. PORTIONS OF THE REFERENCED PROPERTY IS IN ZONE 4, AREAS DETERMINED TO BE OUTSIDE THE 2.5% ANNUAL CHANCE FLOODPLAIN, ZONE 4, OTHER FLOOD AREAS, AREAS OF 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE 4, AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN AND ZONE 4, ARE FLOODWAY AREAS IN ZONE 4, AS SCALD FROM FEMA MAP 105 OF THE COMMUNITY PANEL NO. 48282G105, DATED SEPTEMBER 28, 2010.

OWNER/DEVELOPER:
S.F. FAIR OAKS DEVELOPMENT, LLC
8200 N. MOPAC STE. 300
AUSTIN, TX 78759

PLAT ESTABLISHING
ARBORS AT FAIR OAKS RANCH, UNIT 2
BEING A 43.56 ACRE TRACT OF LAND, OUT OF THE MARIA DE LA LUZ GUERRA SURVEY NO. 172, ABSTRACT 237, COUNTY BLOCK 4741, BEXAR COUNTY, TEXAS AND BEING A PORTION OF A 145.4 ACRE TRACT OF LAND CONVEYED TO SF FAIR OAKS DEVELOPMENT, LLC, OF RECORD IN VOLUME 1785 PAGE 1589 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.



STATE OF TEXAS
COUNTY OF BEXAR
THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PATHS, WATERCOURSES, DRAINAGE, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER: S.F. FAIR OAKS DEVELOPMENT, LLC.
DULY AUTHORIZED AGENT
STATE OF TEXAS
COUNTY OF BEXAR
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY OF A.D.
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LEGEND
S.J.R. = SET 3/10/04 FDD WITH BLUE CAP STAMPED "KFW SURVEYING"
R.O.W. = RIGHT-OF-WAY
D.P.R. = DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
D.P.R. = OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
VOL. = VOLUME
PG. = PAGE
N.C.B. = NEW CITY BLOCK
E.O.T. & T.V.E. = ELECTRIC, GAS, TELEPHONE, A CABLE, TELEVISION EASEMENT

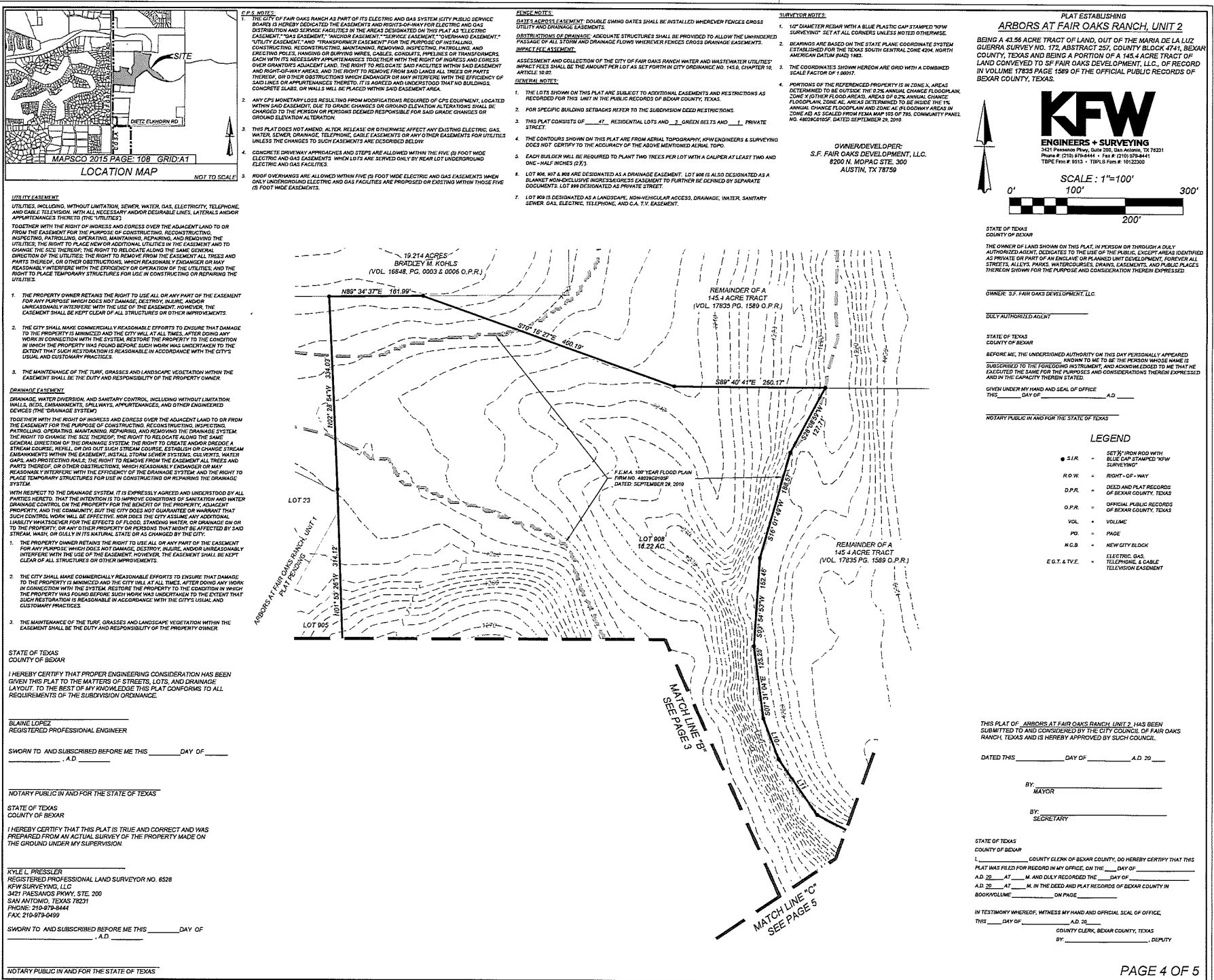
REAR
FRONT
TYPICAL UTILITY EASEMENTS
AN EASEMENT IS GRANTED TO THE OWNER OF THE INTEREST, SEWER, GAS, ELECTRIC, TELEPHONE AND C.A.T.V. UTILITIES BOUND UP ALONG THE FRONT LINES OF EACH LOT. WATER AND SEWER FACILITIES WILL BE PLACED TO INSTALLATION AND MAINTENANCE OF METERS AND SERVICE LINES ONLY.

THIS PLAT OF ARBORS AT FAIR OAKS RANCH, UNIT 2, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS DAY OF A.D. 20
BY: MAYOR
BY: SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR
I, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE DAY OF A.D. 20 AT M. AND I HAVE RECEIVED THE DAY OF A.D. 20 AT M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY IN BOOK/VOLUME, ON PAGE.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS DAY OF A.D. 20
COUNTY CLERK, BEXAR COUNTY, TEXAS
BY: DEPUTY





CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

June 18, 2020

AGENDA TOPIC: Consideration and possible action modifying and extending a declaration of local disaster; establishing rules and regulations for the duration of the disaster; and restricting certain activities.

DATE: June 18, 2020

DEPARTMENT: City Council

PRESENTED BY: Mayor Manitzas

INTRODUCTION/BACKGROUND:

On March 13, 2020, following President Trump's declaration of a national emergency, Texas Governor Abbott declared Texas a public health disaster. On March 16, 2020, Mayor Manitzas signed a Declaration of a Public Health Emergency declaring a local state of disaster and public health emergency in the city for seven days, effective March 17, 2020. At the March 19, 2020 Council meeting, the City Council approved an Ordinance extending the Declaration of Local Disaster to April 16, 2020. On April 16th, City Council again took action to extend the Declaration to May 7, 2020. On May 7, 2020, City Council took action to extend the Declaration to May 21, 2020. On May 21, 2020, City Council took action to extend the Declaration to June 4, 2020. On June 4, 2020, City Council took action to extend the Declaration to June 18, 2020.

In the following several weeks both Governor Abbott and Bexar County Judge Wolff issued multiple follow up Executive Orders. On April 27th Governor Abbott again issued several orders with Executive Order GA 18 being the one most directly affecting our city. In that Executive Order, and in subsequent press conferences, the Governor made it clear that his intent was for his order to supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Judge Wolff also issued an updated Executive Order NW-07 in response to Governor Abbott's update. Judge Wolff subsequently issued Executive Order NW-08 on May 19, 2020 to conform with Governor Abbott's Executive Order GA-23.

At this point we are presenting the Ordinance to the City Council again to discuss extension of the emergency declaration. The City Attorney has reviewed our existing Ordinance and recommended that we extend the emergency declaration and not attach any local orders. The attached ordinance accomplishes that but merely references the Governor's orders rather than attaching anything. It also does not include a penalty provision because the Governor has made it clear he does not wish to do that type of enforcement. Extending the ordinance preserves our reimbursement ability which is desirable.

For further guidance, residents and business owners will be directed to the Governor's report to Reopen Texas at <https://gov.texas.gov/uploads/files/organization/opentexas/OpenTexas-Report.pdf>. This document is also available on our city's website under the Coronavirus banner.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Public health, safety, and general welfare of our residents and city employees.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

TBD

LEGAL ANALYSIS:

Article III; Section F.4 – Legislation by Ordinance states if City Council, by a vote of not less than two-thirds of the members present at a posted called City Council meeting at which an ordinance is first introduced, determines an emergency exists related to public health or safety and requiring immediate action, such may then be voted upon and rejected or adopted at that meeting.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the Ordinance extending the Declaration of Local Disaster to July 2, 2020.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH AMENDING ORDINANCE 2020-14; EXTENDING A DECLARATION OF LOCAL DISASTER; AMENDING THE RULES AND REGULATIONS FOR THE DURATION OF THE DISASTER; RESTRICTING CERTAIN ACTIVITIES; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY; FIRST AND FINAL READING

WHEREAS, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 20, 2020, the World Health Organization (WHO) Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, thru June 15th, there have been 87,854 confirmed positive cases in Texas; and

WHEREAS, thru June 15th, the pandemic had infected nearly 7,936,874 people around the world and killed 434,060. 2,094,069 cases have been confirmed in the United States.

WHEREAS, on March 13, 2020, President Trump declared a state of emergency due to COVID-19; and

WHEREAS, President Trump has invoked the Stafford Act, which will allow state and local governments to access federal disaster relief funds; and

WHEREAS, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for counties in the state of Texas; and

WHEREAS, the Texas Department of State Health Services has now determined that, as of March 19, 2020, COVID- 19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, on March 31, 2020 Governor Abbott issued GA-14 superseding local authority invoked under Chapter 418 of the Government Code, and Chapter 81 and 122 of the Health and Safety Code where local order conflict with GA-14 or any previous order of the Governor related to the pandemic;

WHEREAS, also on April 17, 2020, Governor Abbott issued Executive Order GA-16 to replace Executive Order GA- 14, and while Executive Order GA- 16 generally continued through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, it offered a safe, strategic first step to Open Texas, including permitting retail pick-up and delivery services; and

WHEREAS, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders and the continued gradual reopening of Texas pursuant to GA-18- GA-20; and

WHEREAS, pursuant to the Texas Disaster Act of 1975, the Mayor is designated as the Emergency Management Director of the City of Fair Oaks Ranch, and may exercise the powers granted by the governor on an appropriate local scale; and

WHEREAS, Garry Manitzas, the Mayor of the City of Fair Oaks Ranch previously determined and declared that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be impacted by COVID-19;

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the governor of state resources; and,

WHEREAS, the Fair Oaks Ranch City Council, on March 19, 2020 approved Ordinance 2020-05 extending the Mayor's declaration of local disaster until April 16, 2020, and affirmed and amended said ordinance by the adoption of Ordinance 2020-06 on March 24, 2020, affirmed and amended said ordinance by the adoption of Ordinance 2020-08 on April 16, 2020 and then by Ordinance 2020-09 on May 7, 2020, and affirmed and amended said ordinance by the adoption of Ordinance 2020-10 on May 21, 2020, and affirmed and amended said ordinance by the adoption of Ordinance 2020-14 on June 4, 2020, and hereby affirms and further amends all prior actions through the adoption of this Ordinance 2020-15.

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

- Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2. That the local state of disaster and public health emergency declared by Mayor Garry Manitzas for the City of Fair Oaks Ranch, Texas, pursuant to §418.108(a) of the Texas Government Code and renewed and extended to 11:59 PM. June 18, 2020 by City Council Ordinance 2020-14 pursuant to §418.108(b) of the Government Code, is hereby further amended superseded and extended by this Ordinance 2020-15 until 11:59 PM on July 2, 2020.
- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Fair Oaks Ranch, Texas, emergency management plan.
- Section 5. Pursuant to §122.006 of the Health and Safety Code, this declaration authorizes the City to take any actions necessary to promote health and suppress disease, including quarantine, examining and regulating hospitals, regulating ingress and egress from the

City, and fining those who do not comply with the City's rules.

- Section 7. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein except those portions deemed to conflict with GA-18, or any subsequent emergency orders of Governor Abbott.
- Section 8. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 10. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Section 11. Should Governor Abbott lift the statewide disaster orders now in place prior to the date of expiration stated herein, this ordinance shall no longer be subject to enforcement by the City and shall be repealed by the City Council at the first legally posted meeting thereafter.
- Section 12. That all law enforcement personnel of the City are authorized the enforce any emergency orders of the Governor or Health Authority of the State of Texas to the extent and in the manner authorized by same.
- Section 13. This Ordinance shall be in force and effect from its first and final passage, and any publication required by law.

PASSED, ADOPTED, and APPROVED the 18th day of June, 2020 on one reading as an emergency measure pursuant to City Charter Section 3.006 F. 4.

AFFIRMED if necessary, on the 2nd day of July, 2020.

	FOR	AGAINST	ABSTAIN
Mayor Garry Manitzas			
Mayor Pro Tem Elizondo			
Council Member Havard			
Council Member Hartpence			
Council Member Koerner			
Council Member Patel			
Council Member Maxton			

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

Denton Navarro Rocha Bernal & Zech, P.C.,
City Attorney



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

June 18, 2020

AGENDA TOPIC: Consideration and possible action on an Ordinance amending the City's Code of Ordinances Appendix A pertaining to Municipal Court Fees.

DATE: June 18, 2020

DEPARTMENT: Municipal Court

PRESENTED BY: Debbie Landrum, Municipal Court Administrator

INTRODUCTION/BACKGROUND:

Senate Bill 346 of the 86th Texas Legislation (2019) revised the amounts to be collected on both the Municipal Court Building Security Fee and the Municipal Court Time Payment Fee effective January 1, 2020. The fee amounts set by the Legislature cannot be changed at the discretion of the City, but require updates to the fee schedule within the City's applicable Ordinance. Under the authority of the State, the court has been collecting the revised fee amounts since January 1, 2020.

The Municipal Court Building Security Fee is assessed on all offenses filed in the Municipal Court, and the restricted revenue is held in the Municipal Court Building Security Fund.

The Municipal Court Time Payment Fee is due by any person convicted of an offense, is added to the case if not paid within 31 days. A portion of the fee is restricted revenue held in the Municipal Court Efficiency Fund, and the remainder is General Fund Revenue.

In an effort to bring the City into compliance, the City's Municipal Court Security Fee and time payment fee found in Appendix A; Article A6.000 of the City's code of Ordinances needs to be amended as follows:

- Effective January 1, 2020, Municipal Court Building Security Fee increased to \$4.90 from \$3.00.
- Effective January 1, 2020, Municipal Court Time Payment Fee decreased to \$15.00 from \$25.00

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- 1 Ordinance brings the City into compliance with Senate Bill 346 of the 86th Texas Legislation (2019).
2. Ensures proper collection of fees.
3. Ordinance will be published in local newspaper, in accordance with City Charter.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

The fee changes will have an overall immaterial impact on the City's long-term financial plans.

LEGAL ANALYSIS:

Ordinance was reviewed and approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve an Ordinance amending the City's Code of Ordinances Appendix A; Article A6.000 setting the Municipal Court Security Fee and the Time Payment Fee as established by Senate Bill 346 of the 86th Texas Legislation (2019).

AN ORDINANCE

OF THE CITY OF FAIR OAKS RANCH AMENDING THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES APPENDIX A “FEE SCHEDULE”; ARTICLE A6.000 “MUNICIPAL COURT FEES”, PROVIDING FOR A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE

WHEREAS, in May 1999, as authorized by article 102.017 of the Texas Code of Criminal Procedure, the Fair Oaks Ranch City Council adopted an ordinance creating a Municipal Court Building Security Fund; and,

WHEREAS, Ordinance 21.4, codified under Chapter 7; Article 7.02.001 of the City’s Code of Ordinances, stipulates each defendant convicted of a misdemeanor offense in the Fair Oaks Ranch municipal court shall pay a court security fee as set forth in appendix A of the City’s code of ordinances as a cost of court; and,

WHEREAS, Local Government Code 134.103 (b)(1) increased the municipal court building security fee, effective January 1, 2020 pursuant to S.B. 346 of the 85th Texas Legislation under; and,

WHEREAS, S.B. 346 of the 86th Texas Legislation transferred, re-designated and amended Local Government Code 133.103 to the Texas Code of Criminal Procedure (CCP); Article 102.030, effective January 1, 2020; and,

WHEREAS, CCP Article 102.030 mandates a person convicted of an offense shall pay a reimbursement fee of \$15 if the person has been convicted of a felony or misdemeanor; and pays any part of a fine, court costs, or restitution, or another reimbursement fee, on or after the 31st day after the date on which a judgment is entered assessing the fine, court costs, restitution, or other reimbursement fee; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch deems it necessary to amend the City’s code of ordinances fee schedule to reflect amendments pursuant to the 86th Texas Legislation actions.

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

PART 1. Appendix A “Fee Schedule”; Article A6.000 “Municipal Court Fees” of the City’s Code of Ordinances is hereby amended as forth in the attached Exhibit A.

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

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

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

PART 5. This ordinance shall take effect immediately from and after its second reading, passage and publication as may be required by governing law.

PART 6. The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of Fair Oaks Ranch under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

PART 7. The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

PASSED on first reading this 18th day of June 2020.

PASSED, APPROVED, and ADOPTED on second reading this 2nd day of July, 2020.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

Denton Navarro Rocha Bernal & Zech, P.C.,
City Attorney

Exhibit A

[additions shown as italics]

A. Appendix A “Fee Schedule”; Article A6.000 “Municipal Court Fees” of the City’s Code of Ordinances is hereby amended as follows:

ARTICLE A6.000 MUNICIPAL COURT FEES

- | | | | |
|-----|-----------------------------------|---------------------------------|----------------|
| (a) | Municipal court security fee: | <i>Prior to January 1, 2020</i> | \$3.00 |
| | | <i>On January 1, 2020</i> | <i>\$4.90</i> |
| (b) | Municipal court technology fee: | | \$ 4.00 |
| (c) | Municipal court time payment fee: | <i>Prior to January 1, 2020</i> | \$25.00 |
| | | <i>On January 1, 2020</i> | <i>\$15.00</i> |
| (d) | Warrant processing fee: | | \$25.00 |



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 18, 2020

AGENDA TOPIC: Consideration and possible action approving a Resolution to approve an Interlocal Agreement to submit for and accept Federal Coronavirus Relief Funds from the County of Bexar.

DATE: June 18, 2020

DEPARTMENT: Finance

PRESENTED BY: Sarah Buckelew, CPA, Finance Director

INTRODUCTION/BACKGROUND:

The COVID-19 pandemic has caused a public health emergency, creating the need for additional resources for responding to this unique situation. In response to this pandemic, the United States Federal Government created the Coronavirus Relief Fund (CARES ACT), to provide payments to State, Local, and Tribal governments for responding to this emergency. These funds can be used for necessary expenditures incurred due to COVID-19 between March 1, 2020 to December 30, 2020.

The CARES Act establishes a \$150 billion Coronavirus Relief Fund, for which Texas is allocated approximately \$11 billion. 18 Texas Jurisdictions received their allocation of the \$11 billion directly from the United States Treasury. Bexar County is one of the jurisdictions that received their payment directly from the U.S. Treasury, and therefore, any suburbs of San Antonio within Bexar County must apply directly with Bexar County for reimbursement funding for COVID-19 eligible expenditures. Bexar County has calculated each municipality's per capita and maximum total potential grant. For the City of Fair Oaks Ranch, the per capita reimbursement is \$55 on a Bexar County population of 6,997 for a maximum potential grant of \$384,835.

Any funding allocated but unused by the City as of September 30, 2020 will be repurposed by Bexar County for eligible County purposes. All requests for reimbursement will be made directly to Bexar County using a standardized process outlined in the Interlocal Agreement and must be received by October 30, 2020.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The City incurred unbudgeted eligible costs associated with the COVID-19 pandemic that are eligible for reimbursement under this program.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Receipt of these funds will assist the City with significant expenditures in response to COVID-19.

LEGAL ANALYSIS:

The process of applying for CARES Act funds, terms and conditions, and all required certification forms is standard for all State, Territorial, Local, and Tribal Governments.

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.).

The City Attorney has reviewed and approved the Resolution as well as the Interlocal Agreement.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the Mayor to sign a resolution of the City Council approving an interlocal agreement to accept Federal Coronavirus Relief Funds from the County of Bexar.

A RESOLUTION

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT TO ACCEPT FEDERAL CORONAVIRUS RELIEF FUNDS FROM THE COUNTY OF BEXAR

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020 (HR748) was duly passed into law by the 116th Congress and signed into law by the President of the United States on March 27, 2020; and,

WHEREAS, the CARES Act was enacted to facilitate protective measures for and recovery from the public health emergency in areas affected by the Coronavirus (COVID-19), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); and

WHEREAS, the CARES Act was intended to provide financial relief to federal, state and local governments in response to the COVID-19 pandemic; and

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties and municipalities with a population greater than 500,000; and

WHEREAS, Bexar County received such funding directly from the United States Department of the Treasury as a result of the CARES Act; and

WHEREAS, the State of Texas on May 22, 2020 encouraged those counties receiving direct funding from the Treasury to provide funding to its citizens within the unincorporated and incorporated areas of a county's borders; and

WHEREAS, Bexar County has offered an interlocal agreement to each of its suburban cities that allows reimbursement for certain COVID-19 expenses as authorized by the Department of the Treasury; and

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

THE CITY OF FAIR OAKS RANCH APPROVES AN INTERLOCAL AGREEMENT TO ACCEPT FEDERAL CORONAVIRUS RELIEF FUNDS FROM THE COUNTY OF BEXAR.

PASSED on first reading this 18th day of June, 2020.

PASSED, APPROVED and ADOPTED on the second reading this 2nd day of July, 2020.

ATTEST:

Garry Manitzas, Mayor

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

Denton Navarro Rocha Bernal & Zech, P.C.,
City Attorney

THE STATE OF TEXAS § INTERLOCAL GRANT AGREEMENT
§ BETWEEN THE COUNTY OF BEXAR AND
§ CERTAIN MUNICIPAL JURISDICTIONS
§ FOR THE DISTRIBUTION OF FEDERAL
COUNTY OF BEXAR § CORONAVIRUS RELIEF FUNDS

THIS INTERLOCAL GRANT AGREEMENT (the “Grant Agreement”) is made by and between the County of Bexar, a political subdivision of the State of Texas (“COUNTY”), duly acting herein by and through the Bexar County Commissioners Court (“Commissioners Court”) and **CITY OF FAIR OAKS RANCH, TEXAS** (hereafter referred to as the “CITY”), a Texas Municipal Corporation, Data Universal Number System (DUNS) number 17-594-8561, duly acting herein by and through its City Council pursuant to Resolution passed and approved on the 18th day of June, 2020. COUNTY and CITY may be referred to singularly as a “Party” or collectively as “Parties.” The Parties agree to all the recitals, terms, conditions, and representations contained in this Grant Agreement. This Grant Agreement is made pursuant to Chapter 791 of the Texas Government Code.

RECITALS:

WHEREAS, funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) (“CARES Act”) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.);

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties with a population greater than 500,000 and COUNTY received \$79,626,415.00 directly from the United States Department of the Treasury as a result of the CARES Act; and

WHEREAS, through this Grant Agreement, COUNTY has provided a mechanism for suburban cities located within the borders of Bexar County, Texas to seek reimbursement for certain COVID-19 expenses and expenditures.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

PURPOSE

- 1.01 The purpose of this Grant Agreement is to provide certain funding to CITY at a rate of \$55.00 per capita in order to mitigate any financial burden caused by the COVID-19 pandemic and related to eligible incurred expenses for governmental functions and

services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described herein (“Purpose”).

ARTICLE 2

TERM AND TERMINATION

- 2.01 The term of this Grant Agreement shall begin as of the date of the last signature set forth below and shall expire as of October 30, 2020 (the “Term”). COUNTY may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against COUNTY, upon written notice to CITY.

ARTICLE 3

LEGAL AUTHORITY

- 3.01 CITY certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Grant Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of CITY’s governing body, authorizing the approval of this Grant Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

ARTICLE 4

CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES

- 4.01 The Coronavirus Relief Fund was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.
- 4.02 The United States Department of the Treasury has provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories, and may release additional guidance in the future (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>):
- a) Medical expenses;
 - b) Public health expenses;
 - c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Expenses of actions to facilitate compliance with COVID-19-related public health measures;

- e) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and
 - f) Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy applicable eligibility criteria.
- 4.03 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Grant funding may not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replacement is not a permissible use of these grant funds;
 - b) Damages covered by insurance;
 - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
 - e) Reimbursement to donors for donated items or services;
 - f) Workforce bonuses other than hazard pay or overtime;
 - g) Severance pay; or
 - h) Legal settlements.

ARTICLE 5

REIMBURSEMENT OF EXPENSES

- 5.01 The maximum amount of funding that will be available to CITY for expenses which are eligible for reimbursement shall be calculated on a rate of \$55.00 per capita utilizing 2018 population, set out in the attached Exhibit A. All calculations performed under this Grant Agreement to determine maximum funding available to CITY shall be performed by COUNTY and its final calculation shall be conclusive. Any funding allocated but unused by CITY as of September 30, 2020 shall be repurposed by COUNTY for any eligible COUNTY purpose.
- 5.02 CITY is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in the denial of a reimbursement request.
- 5.03 CITY shall prepare and submit a proposed budget, using the form in the attached Exhibit B, for necessary expenses incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), which were not accounted for in the budget most recently approved as of March 27, 2020 and were or will be incurred during the period March 1, 2020 to September 30, 2020. This budget will be reviewed and approved by the Bexar County Auditor (“Auditor”) within five (5) days of receipt.

To ensure compliance with federal guidelines a pre-authorized budget adjustment form, using the form in the attached Exhibit C, must be submitted to the Auditor for approval for any changes made to the approved budget. Pre-authorized budget adjustment will be reviewed and approved by the Auditor within five (5) days of receipt.

- 5.04 All underlying eligible expenditures must be incurred by September 30, 2020. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on October 30, 2020, using the form in the attached Exhibit D. For purposes of this Grant Agreement, a cost is “incurred” when CITY has expended funds to cover the cost.
- 5.05 Reimbursement requests must contain documentation deemed necessary for adequate fiscal control. Reimbursement requests should include, but not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.

Reimbursement requests may be submitted monthly with the final submission on or before October 30, 2020 and supporting documentation should be transmitted to:

By mail: Office of the Bexar County Auditor
Paul Elizondo Tower
ATTN: Norma Hinojosa
101 W. Nueva, Suite 800
San Antonio, Texas 78205

Via email: AU-Covid19Expenses@bexar.org

- 5.06 All reimbursement decisions are to be made by the Auditor. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement is final and not subject to dispute. Submitting an incomplete reimbursement request will cause the reimbursement to be delayed. CITY will be responsible to furnish any additional documentation requested by the Auditor to substantiate the reimbursement request. If the information is not provided within five (5) business days, the reimbursement request will not be considered for reimbursement. COUNTY will not be obligated to consider any submission for reimbursement received after the close of business on October 30, 2020.
- 5.07 CITY shall make certain certifications relevant to this Grant Agreement by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form attached hereto as Exhibit E and incorporated herein for all purposes.

ARTICLE 6

FEDERAL FUNDING AND RETURN OF FUNDING

- 6.01 CITY acknowledges that federal funds will be used to fund this Grant Agreement. CITY will comply with all applicable federal law, regulations, executive orders, policies, procedures, guidance and directives which may be, or after execution become applicable to this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

- 6.02 Should CITY fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs, CITY warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the Term of this Grant Agreement or after. CITY shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.
- 6.03 Following is additional information concerning the funding for this Grant Agreement:
- a) Federal Award Date: March 27, 2020;
 - b) Name of Federal Awarding Agency: United States Department of the Treasury; and
 - c) CFDA Number: 21.019.

ARTICLE 7

DISCRETIONARY GRANT OF FUNDS

- 7.01 CITY acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and to what expenses it shall consider as eligible for reimbursement, based on guidance issued by the United States Department of the Treasury. COUNTY will reimburse eligible expenses in the manner it deems most effective to accomplish the purposes for which this Grant Agreement was entered into. Any distributions will be on a reimbursement basis and only for those expenses which COUNTY, in its sole discretion, determine are eligible.

ARTICLE 8

PUBLIC INFORMATION

- 8.01 Notwithstanding any provisions of this Grant Agreement to the contrary, CITY acknowledges that COUNTY and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). CITY acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.
- 8.02 CITY acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to COUNTY, is subject to the PIA, whether created or produced by CITY or any third party, and CITY agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. CITY will cooperate with COUNTY in the production of documents or information responsive to a request for information.

ARTICLE 9
COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

- 9.01 All records and expenditures are subject to, and CITY agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the Auditor or his designee. CITY shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to this Grant Agreement.
- 9.02 If CITY expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl, and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, the CARES Act, United States Department of the Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or CITY's obligations hereunder, CITY agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after CITY's receipt of the findings.
- 9.04 CITY shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Grant Agreement. Records maintained by City will, at a minimum, identify the supporting documentation prepared by CITY to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.

ARTICLE 10
POLITICAL ACTIVITIES

- 10.01 Unless specifically authorized to do so by federal law, CITY is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns.
- 10.02 CITY officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an

officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

- 10.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 10.04 Funding received under this Grant Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 10.05 As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 11

REMEDIES

- 11.01 If COUNTY determines that CITY has failed to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Grant Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:
- i) withhold payments pending correction of any deficiency;
 - ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Grant Agreement;
 - iii) disallow claims for reimbursement not authorized by the CARES Act;
 - iv) wholly or partially suspend or terminate this Grant Agreement; or
 - v) in accordance with Section 6.02, require return or recapture of any funding provided.

- 11.02 The rights and remedies contained in this Article 11 shall not be exclusive, but shall be cumulative of all other rights and remedies now or hereinafter existing, whether by statute, at law, or in equity.

ARTICLE 12

SEVERABILITY

- 12.01 If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 13

AMENDMENT

- 13.01 Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE 14

INTERPRETATION

- 14.01 To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The parties acknowledge that each Party and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

ARTICLE 15

SURVIVABILITY

- 15.01 Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and

any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

ARTICLE 16
SOVEREIGN IMMUNITY

- 16.01 It is expressly understood and agreed that in the execution of this Grant Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

ARTICLE 17
TEXAS LAW TO APPLY

- 17.01 This Grant Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE 18
PRIOR AGREEMENT SUPERSEDED

- 18.01 This Grant Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Grant Agreement.

ARTICLE 19
DELEGATION AND ASSIGNMENT

- 19.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Grant Agreement may not assign its rights, privileges and obligations under this Grant Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE 20
NOTICES

- 20.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY:	Bexar County Judge Nelson W. Wolff
	Paul Elizondo Tower
	101 W. Nueva, Suite 1019
	San Antonio, Texas 78205

AND

Office of the Bexar County Auditor
Paul Elizondo Tower
101 W. Nueva, Suite 800
San Antonio, Texas 78205

TO CITY:

City of Fair Oaks Ranch
Tobin Maples, City Manager
7286 Dietz Elkhorn Rd.
Fair Oaks Ranch, TX 78015

ARTICLE 21
CURRENT REVENUES

21.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

IN WITNESS HEREOF, THE CITY OF FAIR OAKS RANCH AND BEXAR COUNTY have made and executed this Grant Agreement in duplicate originals on the date of the last signature below.

CITY OF FAIR OAKS RANCH

BEXAR COUNTY

Mayor
Date: _____

NELSON W. WOLFF
County Judge
Date: _____

ATTEST/SEAL:

City Secretary
Date: _____

APPROVED AS TO LEGAL FORM:

Denton Navarro Rocha Bernal & Zech, P.C.,
City Attorney

APPROVED AS TO LEGAL FORM:

SUE JANA
Assistant Criminal District Attorney -
Civil Section

**APPROVED AS TO FINANCIAL
CONTENT ONLY:**

LEO S. CALDERA, CIA, CGAP
County Auditor

DAVID SMITH
County Manager

EXHIBIT A

City	2018 Census Table	Total Amount Available for Reimbursement
Alamo Heights	8,593	\$ 472,615
Balcones Heights	3,290	\$ 180,950
Castle Hills	4,471	\$ 245,905
China Grove	1,324	\$ 72,820
Converse	27,742	\$ 1,525,810
Elmendorf	2,049	\$ 112,695
Fair Oaks Ranch	6,997	\$ 384,835
Grey Forest	554	\$ 30,470
Helotes	9,567	\$ 526,185
Hill Country Village	1,095	\$ 60,225
Hollywood Park	3,374	\$ 185,570
Kirby	8,747	\$ 481,085
Leon Valley	11,485	\$ 631,675
Live Oak	15,908	\$ 874,940
Lytle	49	\$ 2,695
Olmos Park	2,450	\$ 134,750
Sandy Oaks City	4,615	\$ 253,825
Schertz	2,026	\$ 111,430
Selma	8,380	\$ 460,900
Shavano Park	3,926	\$ 215,930
Somerset	1,903	\$ 104,665
St. Hedwig	2,491	\$ 137,005
Terrell Hills	5,425	\$ 298,375
Universal City	20,773	\$ 1,142,515
Von Ormy	1,298	\$ 71,390
Windcrest	5,874	\$ 323,070
TOTALS	164,406	\$ 9,042,330

EXHIBIT B

PROPOSED BUDGET SUMMARY

Coronavirus Aid, Relief, and Economic Security Act, (CARES Act)
County of Bexar
FY 2020

CITY: _____

PROJECT NAME: Suburban Cities Coalition

Expenses Incurred Between: March 1, 2020 – September 30, 2020

(Requires Prior County Approval)

Budget Amount \$ _____

Category	CARES Funds	%	Other Funding Sources for COVID Expenses	%	Total
	\$0	0%	\$0	0%	\$
	\$0	0%	\$0	0%	\$
	\$0	0%	\$0	0%	\$
	\$0	0%	\$0	0%	\$
	\$0	0%	\$0	0%	\$
	\$0	0%	\$0	0%	\$
	\$0	0%	\$0	0%	\$
	\$0	0%	\$0	0%	\$
	\$0	0%	\$0	0%	\$
	\$0	0%	\$0	0%	\$
	\$0	0%	\$0	0%	\$
Total	\$	%	\$	%	\$

Please make sure to include all expenses already incurred for COVID expenses and all planned budget expenditures.

EXHIBIT C

PRE-AUTHORIZATION FOR BUDGET ADJUSTMENT

(Narrative Justification Must Be Attached)

CITY: _____

PROJECT NAME: Suburban Cities Coalition

ADDRESS: _____

Adjustment No.: _____

Category	Current Budget	Revisions (+) (-)	Revised Budget
Addition:			
Deletion:			

City Approval: _____

Title: _____

Date: _____

Bexar County Auditor's Approval: _____

Title: _____

Date: _____

EXHIBIT D

INVOICE

(Please attach all supporting documentation)

CITY: _____
PROJECT NAME: Suburban Cities Coalition
ADDRESS: _____

Vendor No.: _____
Purchase Order No.: _____
Invoice No.: _____

PROGRAM: Coronavirus Aid, Relief, and Economic Security Act, (CARES Act)
PERIOD COVERED: March 1, 2020 – September 30, 2020

Budget Category	Current Invoice Amount	Expenses Submitted to Date	Less Payment Received	\$ Amount Due
	\$	\$		\$
Total Due:				

City Approval: _____

Date: _____

Bexar County Auditor's Approval: _____

Date: _____

EXHIBIT E

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, Tobin Maples, am the City Manager of Fair Oaks Ranch (“CITY”), and I certify that:

1. I have the authority on behalf of CITY to request grant payments from Bexar County for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to CITY.
3. I acknowledge that CITY should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General or the Bexar County Auditor’s Office, or designee.
5. I acknowledge and agree that CITY shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if COUNTY has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury and will have all requests for reimbursement submitted on or before the period identified in the Grant Agreement.
7. I acknowledge that CITY’s proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
 - a. are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for CITY; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on September 30, 2020.

In addition to each of the statements above in this Exhibit E, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

State of Texas

County of Bexar

Sworn and subscribed before me on the ____ day _____, 2020, by
_____.

Notary Public Signature

(Personalized Seal)

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, City of Fair Oaks Ranch, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, City of Fair Oaks Ranch, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature: _____

Title: _____

Date: _____



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

June 18, 2020

AGENDA TOPIC: Consideration and possible action approving a Resolution to submit for and accept Federal Coronavirus Relief Funds from the Counties of Kendall and Comal.

DATE: June 18, 2020

DEPARTMENT: Finance

PRESENTED BY: Sarah Buckelew, CPA, Finance Director

INTRODUCTION/BACKGROUND:

The COVID-19 pandemic has caused a public health emergency, creating the need for additional resources for responding to this unique situation. In response to this pandemic, the United States Federal Government created the Coronavirus Relief Fund, or CARES Act, to provide payments to State, Local, and Tribal governments for responding to this emergency. These funds can be used for necessary expenditures incurred due to COVID-19 between March 1, 2020 to December 30, 2020.

The CARES Act establishes a \$150 billion Coronavirus Relief Fund, for which Texas is allocated approximately \$11 billion. 18 Texas Jurisdictions received their allocation of the \$11 billion directly from the United States Treasury. Kendall County and Comal County did not receive direct payments from the U.S. Treasury. For the population located in Kendall and Comal County, the City will need to sign and submit the required certification documents directly to the U.S. Treasury.

The City is eligible to receive an amount of \$55 per capita for the population in each respective county for eligible expenses incurred. Once the Texas Division of Emergency Management (TDEM) receives and approves the application from the City for both Kendall and Comal County, a 20% payment will be processed immediately. The remaining 80% will be paid on a reimbursement basis. The timeframe for which these expenditures can incur is from March 1, 2020 to December 30, 2020.

The table below specifies the maximum allowable amounts as calculated by TDEM. If approved, the City will submit all required forms to the TDEM, who will administer the reimbursement process for the CARES Act funds.

County	Comal	Kendall
Population:	424	2,279
Total Per capita amount	\$23,320	\$125,345
Up front amount (20%)	\$4,664	\$25,069
Reimbursable Amount (80%)	\$18,656	\$100,276

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The City incurred unbudgeted eligible costs associated with the COVID-19 pandemic that are eligible for reimbursement under this program.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Receipt of these funds will assist the City with significant expenditures in response to COVID-19.

LEGAL ANALYSIS:

The process of applying for CARES Act funds, terms and conditions, and all required certification forms is standard for all State, Territorial, Local, and Tribal Governments.

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.).

The City Attorney has reviewed and approved the Resolution as well as the Interlocal Agreement.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the Mayor to sign a resolution of the City Council approving the submission for and acceptance of Federal Coronavirus Relief Funds from Kendall and Comal Counties.

A RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE SUBMISSION AND APPLICATION FOR AND ACCEPTANCE OF THE PAYMENT OF FUNDS FOR THE FEDERAL CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT GRANT APPROVED BY CONGRESS FOR DISBURSEMENT TO STATE AND LOCAL GOVERNMENTS; AND, AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS AND TAKE ACTIONS TO FACILITATE SUCH ACCEPTANCE

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020 (HR748) was duly passed into law by the 116th Congress and signed into law by the President of the United States on March 27, 2020; and,

WHEREAS, the CARES Act was enacted to facilitate protective measures for and recovery from the public health emergency in areas affected by the Coronavirus (COVID-19), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency assistance Act (42 U.S.C 5121 et. Seq.); and

WHEREAS, the CARES Act was intended to provide financial relief to federal, state and local governments in response to the COVID-19 pandemic; and

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties and municipalities with a population greater than 500,000; and

WHEREAS, Kendall and Comal Counties do not have populations greater than 500,000 and therefore did not receive such funding directly from the United States Department of the Treasury as a result of the CARES Act; and

WHEREAS, The City of Fair Oaks Ranch is eligible to apply directly to the state for a per capita allocation reimbursement of eligible expenses; and

WHEREAS, The City Council is authorizing City Manager to submit for and take actions to facilitate the acceptance of CARES Act Funds.

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

THE CITY OF FAIR OAKS RANCH APPROVES THE SUBMISSION AND APPLICATION FOR AND ACCEPTANCE OF PAYMENT FUNDS FOR CARES ACT FUNDING FOR THE CITY'S PER CAPITA SHARE OF ELIGIBLE EXPENSES FOR THE COUNTIES OF KENDALL AND COMAL.

PASSED on first reading this 18th day of June, 2020.

PASSED, APPROVED and ADOPTED on the second reading this 2nd day of July, 2020.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

Denton Navarro Rocha Bernal & Zech, P.C., City Attorney



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 18, 2020

AGENDA TOPIC: Consideration and possible action approving a Resolution authorizing the City to submit a grant application and accept payment for Federal Emergency Management Agency Funds related to Disaster Declaration DR-4485

DATE: June 18, 2020

DEPARTMENT: Finance

PRESENTED BY: Sarah Buckelew, CPA, Finance Director

INTRODUCTION/BACKGROUND:

The COVID-19 pandemic has caused a public health emergency, creating the need for additional resources for responding to this unique situation. In response to this pandemic, a Major Disaster Declaration DR-4485 was issued on March 25, 2020 for an incident period beginning on January 20 that is still open. The Federal Emergency Management Agency (FEMA) provides funds for governments for expenditures caused by the COVID-19 pandemic. These funds can be used for eligible expenditures incurred due to COVID-19 that incur once the incident period began until 30 days after the end of the declaration of the Public Health Emergency.

As part of this process, the City may submit a Request for Public Assistance (RPA) directly to FEMA. FEMA reimbursements are done on a cost share basis, for which the City would have a responsibility of 25% of the cost share. Additionally, the City will not be able to seek reimbursement through FEMA and another funding source, such as CARES Act funding, for the same item.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Obtaining FEMA funding will allow the City to utilize these vital funds for expenditures caused by the COVID-19 pandemic.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

The City is seeking reimbursement of eligible COVID-19 related expenditures spent to save lives and protect public health and safety.

LEGAL ANALYSIS:

The process of applying for FEMA funds is an automated process, which is standard for all State, Territorial, Local, and Tribal Governments. The President's unprecedented Nationwide Emergency Declaration established that exigent and emergency circumstances exist, A Major Disaster Declaration DR-4485 was issued, and the City of Fair Oaks Ranch has issued local disaster declarations in line with State and County declarations.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the Mayor to sign a resolution of the City Council approving the submission for and acceptance of Federal Coronavirus Relief Funds from the Federal Emergency Management Agency related to DR-4485.

A RESOLUTION

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR AND ACCEPTANCE OF THE PAYMENT FOR FEDERAL EMERGENCY MANAGEMENT AGENCY FUNDS RELATED TO DISASTER DECLARATION DR-4485, AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS AND TAKE ACTIONS TO FACILITATE SUCH ACCEPTANCE

WHEREAS, the COVID-19 pandemic has caused a public health emergency in the City of Fair Oaks Ranch; and

WHEREAS, in response to this public health emergency the Mayor and City Council have issued emergency declarations, proclamations and orders; and

WHEREAS, the City has experienced significant expenditures in response to this public health emergency; and

WHEREAS, on March 25, 2020 a Major Disaster Declaration DR-4485 was issued; and

WHEREAS, funds have been made available through the Federal Emergency Management Agency (FEMA) for eligible costs related to Major Disaster DR-4485; and

WHEREAS, City Council's purpose in adopting this Resolution is to memorialize Council's: (i) authorization to file the application for CARE Act Funding, including all understandings and assurances contained therein; (ii) direction and authorization to act in connection with the application and to provide such additional information as may be required to qualify for funding.

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

Section 1. The recitals to this Resolution are incorporated herein for all purposes.

Section 2. The submission of a grant application to FEMA and acceptance of awarded funds.

Section 3. Authority is hereby delegated by the City Council to apply for, accept, reject, alter or terminate the grant.

Section 4. This resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED on first reading this 18th day of June 2020.

PASSED, APPROVED, and ADOPTED on second reading this 2nd day of July, 2020.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

Denton Navarro Rocha Bernal & Zech, P.C., City Attorney



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 18, 2020

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign an Interlocal Agreement with the City of San Antonio for the designation of the city's Health Authority

DATE: June 18, 2020

DEPARTMENT: City Council

PRESENTED BY: Carole Vanzant, Assistant City Manager

INTRODUCTION/BACKGROUND:

Government Code Chapter 791 authorizes a local government to contract or agree with another local government to perform governmental functions and services. One applicable service is the designation of the city's Health Authority through an Interlocal Agreement. The agreement must:

- be authorized by the governing body of each party to the contract; and
- state the purpose, terms, rights, and duties of the contracting parties.

Texas Health and Safety Code Chapter 121 Sec. 121.028 provides provisions for the appointment of a local Health Authority:

- The governing body of a municipality that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's jurisdiction.
- An individual appointed to serve as health authority for a municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code.

Under Subchapter E of Chapter 121, the established public health district for the City of San Antonio and Bexar County is the San Antonio Metropolitan Health District. As having one Health Authority for the county and surrounding cities insures swift emergency services in the event of a catastrophic occurrence, the City of San Antonio offers an Interlocal Agreement to us designating the San Antonio Metropolitan Health District's medical director as the City of Fair Oaks Ranch Health Authority.

This agenda item for your consideration and approval is an updated Interlocal Agreement appointing Chichi Junda Woo, M.D., the Medical Director of the San Antonio Metropolitan Health District, as the city's Health Authority. Dr. Woo has been the Medical Director at the San Antonio Metropolitan Health District since 2015. She was appointed Local Health Authority for the City of San Antonio in 2018, for Bexar County in 2019, and for various cities in 2020 including Alamo Heights, Balcones Heights, China Grove, Live Oak, Olmos Park, and Shavano Park. She is trained in the Incident Command System, leads San Antonio's COVID-19 response in congregate settings, and sits on the local work group for Biowatch, an early detection and warning system for bioterrorism events. She received a Masters of Public Health from the UT School of Public Health, trained as an

ob-gyn at Baylor College of Medicine in Houston, and attended medical school at State University of New York at Buffalo.

As the City of Fair Oaks Ranch has no local health department or a qualified staff member to serve and perform the duties of a Health Authority, city staff recommends designating Dr. Woo as the city's Health Authority.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Complies with Government Code Chapter 791 and the Texas Health and Safety Code Chapter 121 relative to the appointment of a local Health Authority.
2. Ensures the protection of the health and safety of the public.
3. Assures our citizens that their emergency health needs will be met.
4. Administers state and local laws relating to public health within the District thus avoiding the duty falling to State officials.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

No compensation except when Dr. Woo specifically provides services to the City.

LEGAL ANALYSIS:

Reviewed as to form

RECOMMENDATION/PROPOSED MOTION:

I move to enter into an Interlocal Agreement with the City of San Antonio for the designation of the city's health authority and to authorize the City Manager to sign said Agreement.

STATE OF TEXAS

COUNTY OF BEXAR

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**INTERLOCAL AGREEMENT
FOR DESIGNATION OF
HEALTH AUTHORITY**

This Interlocal Agreement (the “Agreement”) is entered into under the authority of Government Code Chapter 791 and Health and Safety Code §121.028(c) by the City of San Antonio (“SAN ANTONIO”), a Texas Municipal Corporation, acting by and through its City Manager, and the municipalities that are listed and have signed below, all entirely or partially situated within Bexar County, Texas, through their duly authorized City Managers, Boards of Directors, or other lawfully designated representatives (each municipality shall hereinafter be referred to singularly as a “CITY” and collectively as the “CITIES”).

RECITALS

Bexar County and SAN ANTONIO are members of the San Antonio Metropolitan Health District (the “District”), a Public Health District under Health and Safety Code Chapter 121, Subchapter E.

The Medical Director of the District, Chichi Junda Woo, M.D. (“Dr. Woo”), has been designated by Bexar County and SAN ANTONIO as the Health Authority to administer state and local laws relating to public health within the jurisdiction of the District pursuant to the attached Bexar County Resolution and City Ordinance incorporated herein for all purposes as Exhibits I and II, which includes SAN ANTONIO and the unincorporated areas of Bexar County, but does not include the jurisdiction of any of the CITIES.

In order to protect the health and safety of the public throughout Bexar County, to include areas within the jurisdiction of any of the CITIES, each CITY desires to appoint Dr. Woo as its Health Authority, in accordance with Government Code Chapter 791.

Accordingly, the parties to this Agreement (collectively, the “Parties”) agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to appoint Dr. Woo as the Health Authority for each CITY and to describe the terms and conditions under which she will provide assistance to the CITIES.

ARTICLE II
TERM

2.01 This Agreement will begin on the date Dr. Woo qualifies as the CITIES’ Health Authority by taking the oath of office and will automatically renew thereafter for as long as Dr. Woo continues to serve as the Medical Director of the District.

2.02 Any CITY may terminate this Agreement by giving ninety days written notice to SAN ANTONIO. A termination by a CITY is only effective as to that CITY. A copy of this Agreement will be kept on file in the office of the District.

ARTICLE III
DESIGNATION OF HEALTH AUTHORITY

3.01 The CITIES will appoint Dr. Woo to serve as their Health Authority pursuant to Health and Safety Code Chapter 121. The position of Health Authority is a public office to which the holdover provision of the Texas Constitution, Article XVI, Section 17, applies. The terms and conditions under which Dr. Woo's authority is invoked are more fully described in Article IV below. A copy of the Certificate of Appointment for each CITY is attached to this Agreement as Exhibit "A".

3.02 The CITIES will re-appoint Dr. Woo as their Health Authority upon expiration of her two-year term and Dr. Woo will qualify to continue serving as the Health Authority for the CITIES by taking the oath of office and by filing all appropriate documentation with the state.

ARTICLE IV
EMERGENCY AND NON-EMERGENCY SERVICES

4.01 In the event of an occurrence anywhere within Bexar County of: a) a chemical, nuclear, or biological agent, or b) a naturally-occurring catastrophe, including but not limited to an infectious disease, (an "Emergency Event") that, in the sole discretion of Dr. Woo or her designee, constitutes a civil emergency and places the health and safety of the residents of Bexar County at risk, then Dr. Woo shall be the Health Authority permitted to provide emergency assistance anywhere within Bexar County. Upon the occurrence of an Emergency Event, Dr. Woo shall have all powers and duties granted to a Health Authority under Health and Safety Code §121.024, including the authority to impose control measures to prevent the spread of disease in accordance with Health and Safety Code Chapter 81.

4.02 A CITY may consult with Dr. Woo regarding the remediation or abatement of a condition that threatens the public health in that CITY but is not an Emergency Event. However, no services shall be performed in that CITY by Dr. Woo or the District without prior written authorization from that CITY sent to the address set forth in section 5.01 of this Agreement.

ARTICLE V
COMPENSATION

5.01 If Dr. Woo provides services to a CITY in accordance with Article IV Sections 4.01 or 4.02, that CITY shall reimburse SAN ANTONIO on behalf of the District for those services actually rendered in accordance with Government Code Chapter 791.011(e) to the address set forth below:

San Antonio Metropolitan Health District
Accounting Division Attn: Accounting Division
111 Soledad, STE 1000
San Antonio, Texas 78205

Compensation for the services shall be payable only out of current revenues available to that CITY.

ARTICLE VI
REPRESENTATIONS

6.01 Each CITY represents that it has, through resolution or other official action, designated Dr. Woo as Health Authority and authorized her, or her designee, to provide emergency assistance as described in this Agreement.

ARTICLE VII
SEVERABILITY

7.01 If any provision of this Agreement is found to be invalid, all other provisions will nevertheless remain in effect.

ARTICLE VIII
GOVERNING LAW

8.01 This Agreement will be governed by the laws of the State of Texas, and all obligations of the Parties under this Agreement are performable in Bexar County, Texas. In any legal action arising from this Agreement, the laws of Texas will apply.

ARTICLE IX
MULTIPLE COUNTERPARTS

9.01 For the convenience of the Parties, this Agreement has been executed in counterpart copies, which are in all respects identical and each of which will be deemed to be complete in itself so that any one may be introduced in evidence or used for any other purpose without the production of the other counterparts.

EXECUTED THIS _____ DAY OF _____, 20____.

HEALTH AUTHORITY:

CHICHI JUNDA WOO, M.D.
Medical Director
San Antonio Metropolitan Health District

Date: _____

CITY OF SAN ANTONIO:

APPROVED AS TO LEGAL FORM:

ERIK WALSH
City Manager

ANDREW SEGOVIA
City Attorney for the City of San Antonio

Date: _____

Date: _____

CITY OF FAIR OAKS RANCH:

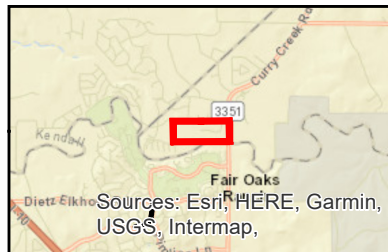
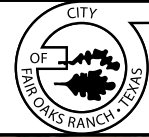
By: _____

Its: _____

Date: _____



Fireworks Traffic Plan



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