

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

August 1, 2019 9:30 AM
City Hall Council Chambers
7286 Dietz Elkhorn, Fair Oaks Ranch

I. OPEN MEETING

- A. Roll Call – Declaration of a Quorum.
- B. Pledge of Allegiance.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

To address the Council, please sign the Attendance Roster located on the table at the entrance of the Council Chamber. 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 5 Year Employee Service Awards to Police Sergeant Christopher Griffin, and Manager of Engineering Services Adrian Garcia, P.E.
- C. Introduction of city new hire: Police Administrative Clerk Liliana Calvo.
- D. Presentation of Employee of the Quarter Award.
- E. Recognition of Debbie Landrum, Court Administrator CCM Level III Certification.

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 July 18, 2019 Special City Council Meeting Minutes. Pg. 3
- B. Approval of July 18, 2019 Regular City Council Meeting Minutes. Pgs.4-7
- C. Approval of Council Member Patel's absence for the August 1, 2019 Council Meeting. Pg. 8
- D. Approval of the second reading of an Ordinance repealing and replacing Appendix A "Master Fee Schedule" Article A2.000 "Development/Building Fees: of the City's Code of Ordinances. Pgs. 9-15
- E. Approval of the second reading of an Ordinance amending various provisions in the Code of Ordinances to comply with the Home Rule Charter. Pgs. 16-20

IV. DISCUSSION/CONSIDERATION ITEMS

- A. Discussion and possible action on donating educational gifts to the Fair Oaks Ranch and the Van Raub Elementary Schools. Bruce Nicholson, WEC Committee Chair Pgs. 21-23
- B. Discussion and possible action to approve the proposed 2019-2020 Municipal Development District (MDD) Budget. Al McDavid, MDD President Pgs. 24-25
- C. Consideration and possible action on appointing members to the Boerne-Fair Oaks Ranch-Kendall County Transportation Planning Committee. Garry Manitzas, Mayor Pgs. 26-27
- D. Discussion regarding the Development of the approximately 344.65-acre property commonly known as the Pfeiffer Tract/The Reserve. Ron Emmons, P.E., Director of Public Works Pgs. 28-51

- E. Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement with Freese and Nichols, Inc. for engineering and consulting services for Water and Wastewater System Capital Improvement Plan and Maximum Impact Fees Update. Ron Emmons, P.E., Director of Public Works Pgs. 52-69
- F. Discussion and possible action regarding council chamber's sound system and recording capabilities. Council Member Hartpence, Place 3 Pgs. 70-71

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

- A. Home Rule Charter Penalty Clause Committee Report on enacting an Ordinance adopting a criminal penalty for City Charter violations. Pgs. 72-79
- B. Quarterly Public Works Report. Ron Emmons, P.E., Director of Public Works Pgs. 80-82
- C. Quarterly Financial and Investment Reports. Sarah Buckelew, Finance Director Pgs. 83-121

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. 551.071 (Consultation with Attorney) - Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs Edward I. Hill, Robert E. Heckendorn, Craig M. Luitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.
- B. 551.071 (Consultation with Attorney); to receive legal advice regarding claims made on behalf of a real property owner against the City's operation of the K-3 Trinity Glen Rose Water Well.
- C. 551.071 (Consultation with Attorney) - to receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.

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: _____

C. Vanzant

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. Said Notice was posted by 9:30 AM July 29, 2019 and remained so posted continuously for at least 72 hours 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 OF FAIR OAKS RANCH
CITY COUNCIL SPECIAL MEETING MINUTES
July 18, 2019
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015**

I. OPEN MEETING

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

Council Absent: Council Member Hartpence

With a quorum present, Mayor Manitzas called the meeting to order at 2:03 PM.

II. PLEDGE

The Pledge of Allegiance was led by City Accounting Manager Summer Fleming.

III. PURPOSE OF SPECIAL CALLED MEETING

FY 2019-20 Budget and Strategic Plan Workshop

The City Manager and Finance Director provided a summary of the General and Enterprise Fund FY 2019-20 Strategic Action Plan inclusive of funded and unfunded projects. Staff presented detailed information on their departmental projects and answered Council's questions. Council reviewed the plan and provided input on the projects and potential funding avenues.

A dinner break was held between 5:10 and 5:40 PM.

IV. ADJOURNMENT

Mayor Manitzas adjourned the meeting at 6:08 PM.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary

**CITY OF FAIR OAKS RANCH
CITY COUNCIL MEETING MINUTES
July 18, 2019
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, Koerner, Maxton, and Patel

Absent: Council Member Hartpence

With a quorum present, the Mayor called the City Council meeting to order at 6:33 PM.

B. The Pledge of Allegiance was led by citizen David Deleranko.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. Citizens to be heard.

1. David Deleranko, resident, spoke regarding City branding and requested that Council consider rebranding a new city identity inclusive of a new name, logo and to create a volunteer citizen advisory committee.

2. Debra Doyle, resident, noted that though branding is important, that the city's infrastructure issues should take a higher priority.

B. Chief Sandoval from the Texas Police Chief Association presented the Law Enforcement Agency Best Practices Recognition to the Fair Oaks Ranch Police Department.

C. Police Chief Rubin recognized Officer Richard Gonzales promotion to Sergeant.

D. Presentation of Employee of the Quarter Award postponed to a future agenda.

E. Ryan Sowa, P.E., of Kimley-Horn and Associates provided a background on the history of the elevated storage tank and the feedback received at the June 18, 2019 community workshop inclusive of potential site locations and tank design. A second community workshop is tentatively scheduled for September.

III. CONSENT AGENDA

A. **Approval of June 17, 2019 Special City Council Meeting Minutes.**

B. **Approval of June 18, 2019 Town Hall Meeting Minutes.**

C. **Approval of June 20, 2019 Regular City Council Meeting Minutes.**

D. **Approval of the second reading of an Ordinance adopting updated building codes.**

E. **Approval of Mayor Pro Tem Havard's absence for the June 20, 2019 Council Meeting.**

F. **Approval of Council Member Patel's absence for the June 20, 2019 Council Meeting.**

G. **Approval of Council Member Hartpence's absence for the July 18, 2019 Council Meeting.**

The Mayor presented the Consent Agenda and with no discussion, the Consent Agenda was approved by unanimous consent.

The Mayor requested that Executive Session – Items B and C be moved up in the agenda for attorney consultation reasons.

VI. CONVENE INTO EXECUTIVE SESSION

City Council convened into Executive Session at 7:11 PM regarding:

- B. 551.071 (Consultation with Attorney) - to receive legal advice regarding claims made on behalf of a real property owner against the City's operation of the K-3 Trinity Glen Rose Water Well.
- C. 551.071 (Consultation with Attorney) – to receive legal advice from Special Council and the City Attorney regarding the City's ground water rights.

VII. RECONVENE INTO OPEN SESSION

Mayor Manitzas reconvened into open session at 7:29 PM. No action was taken.

IV. DISCUSSION/CONSIDERATION ITEMS

A. Discussion and possible action amending the approved contract amount for the High Density Mineral Bond portion of the 2019 Street Maintenance and Repair Program.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Havard to amend the approved contract amount for the High Density Mineral Bond portion of the 2019 Street Maintenance and Repair Program for a total not to exceed \$213,108.

VOTE: 6-0; Motion Passed.

B. Discussion and possible action awarding the bid of the 2019 Chip Seal Project and authorizing the City Manager to sign Agreement.

MOTION: Made by Council Member Maxton, seconded by Council Member Koerner to award the bid for the 20199 Chip Seal Project to Cox Paving of Texas and authorize the City Manager to sign the agreement.

VOTE: 6-0; Motion Passed.

C. Discussion and possible action to approve the first reading of an ordinance repealing and replacing Appendix A "Master Fee Schedule" Article A2.000 "Development/Building Fees: of the City's Code of Ordinances.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Patel to approve the first reading of an Ordinance repealing and replacing Appendix A "Master Fee Schedule" Article A2.000 "Development/Building Fees" of the City's Code of ordinances.

VOTE: 6-0; Motion Passed.

D. Consideration and possible action to approve the first reading of an Ordinance amending various provisions in the Code of Ordinances to comply with the Home Rule Charter.

MOTION: Made by Council Member Havard, seconded by Council Member Koerner to approve the first reading of an Ordinance amending various provisions in the Code of Ordinances to comply with the Home Rule Charter.

VOTE: 6-0; Motion Passed.

E. Discussion and possible action nominating a member of the community to serve on the new San Antonio Water System (SAWS) Rate Advisory Committee.

MOTION: Made by Council Member Koerner, seconded by Mayor Pro Tem Elizondo to nominate Council Member Steve Hartpence to serve on the SAWS 2019 rate advisory committee.

VOTE: 6-0; Motion Passed.

F. Discussion and possible action appointing a Fair Oaks Ranch water/wastewater rate advisory committee.

MOTION: Made by Council Member Patel, seconded by Council Member Maxton to appoint Mayor Pro Tem Elizondo and Council Members Havard and Maxton to serve on the water/wastewater rate study advisory committee.

VOTE: 6-0; Motion Passed.

G. Discussion and possible action appointing a Fair Oaks Ranch stormwater finance advisory committee.

MOTION: Made by Council Member Maxton, seconded by Mayor Pro Tem Elizondo to appoint Council Members Hartpence, Koerner and Patel to serve on the stormwater advisory committee.

VOTE: 6-0; Motion Passed.

H. Discussion and possible action appointing a Fair Oaks Ranch citywide branding advisory committee.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Maxton to appoint Mayor Manitzas and Council Members Koerner and Patel to serve on the branding advisory committee.

VOTE: 6-0; Motion Passed.

I. Discussion and possible action on the City of Fair Oaks Ranch Planning and Zoning position opening.

City Manager Maples notified the Council that at the June 13th Planning and Zoning Meeting the Commission expressed a desire to participate in the process to fill the unexpired term on the P&Z Commission. Council deliberated and agreed to hold a joint meeting to interview the candidates.

V. REPORTS FROM STAFF / COMMITTEES / COUNCIL

Council Member Koerner provided an overview of the Texas Regional White House Conference where she represented the State of Texas and the City of Fair Oaks Ranch. Topics discussed included disaster recovery and community revitalization.

VI. CONVENE INTO EXECUTIVE SESSION

City Council did not convene into closed session regarding:

- A. 551.071 (Consultation with Attorney) - Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs Edward I. Hill, Robert E. Heckendorn, Craig M. Luitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.

City Council convened into Executive Session at 8:00 PM regarding:

- D. 551.074 (Personnel Matters) – to discuss the Fair Oaks Ranch Municipal Court Judge and Prosecutor positions.

VII. RECONVENE INTO OPEN SESSION

Mayor Manitzas reconvened into open session at 8:12 PM and read the following statement: “We discussed the Fair Oaks Ranch Municipal Court Judge and Prosecutor positions and authorized staff to move forward with posting an RFQ.”

VIII. ADJOURNMENT

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

Mayor Manitzas noted that he is looking for two citizen volunteers to assist in a Boerne-Fair Oaks Ranch-Kendall County Transportation Planning Committee. Details to be posted on the City website. He will bring this item forward for appointments at the August 1, 2019 Council Meeting.

Council Member Patel noted that she would not be able to attend the August 1, 2019 Council Meeting as she will be attending a conference.

Mayor Manitzas adjourned the meeting at 8:13 PM.

ATTEST:

Garry Manitzas, Mayor

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
August 1, 2019

AGENDA TOPIC: Approval of Council Member Patel's absence from the August 1, 2019 City Council Meeting.

DATE: August 1, 2019

DEPARTMENT: City Council

PRESENTED BY: Council Member Patel (Consent Agenda)

INTRODUCTION/BACKGROUND:

Council Member Patel is unable to attend the August 1, 2019 City Council meeting due to professional work commitment.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Section 3.09 of the Home Rule Charter

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

August 1, 2019

AGENDA TOPIC: Approval of the second reading of an Ordinance repealing and replacing Appendix A “Master Fee Schedule” Article A2.000 “Development/Building Fees” of the city’s code of ordinances.

DATE: August 1, 2019

DEPARTMENT: Building Department

PRESENTED BY: Jim Earl, Building Official

INTRODUCTION/BACKGROUND:

The City Council considered and approved the first reading of this ordinance at the June 20, 2019 regular business meeting. Having reviewed a wider sample of previously issued pool permits since the first reading of June 20th, a change was made in the fee schedule concerning pool permit fees. Rather than basing pool permit fees on gallon capacity a flat fee is proposed. To ensure transparency relative to the modification of the ordinance addressing pool permit fees, staff opted to bring the modified ordinance back as a first reading.

As a reminder, on May 21st, 2019 the Texas state legislature passed House Bill 852 (see Attachment A), effective immediately, which prohibits building permit fees from being based on the cost of a proposed structure or improvement as many cities currently do. Specifically, the bill provides that:

1. in determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a city may not consider (a) the value of the dwelling; or (b) the cost of constructing or improving the dwelling; and
2. a city may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program

Currently the City of Fair Oaks Ranch Building Department utilizes proposed cost of construction as a means of calculating permit fees for new commercial projects, commercial additions, commercial remodels, residential additions, residential remodels, detached buildings, solar installations, irrigation systems, swimming pools, and driveway approaches.

The proposed changes to the fee schedule were developed by staff with two goals in mind:

1. To remove any reference to “value” or “cost of construction” in calculating fees and,
2. To maintain fee rates conducive to the Building Department’s current level of service.

Where simple mathematical means of calculating fees were useful, they were incorporated such as square footage and panel count for solar installations. Flat fees were also utilized where

practicable such as in the case of irrigation installations and driveway approaches and swimming pools.

In order to effectively capture “scope of work” for widely variable projects such as additions, remodels and detached buildings, a fixture fee schedule has been incorporated. A variety of previously issued permits were recalculated using the new fee schedule to insure minimal budgetary impact.

This agenda item today is for City Council to consider repealing and replacing the current building fees to ensure the City complies with House Bill 852. Exhibit A of proposed ordinance reflects the changes in italics.

At the July 18, 2019 City Council meeting, City Council approved the first reading of the ordinance.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Compliance with House Bill 852, passed May 21, 2019.
2. Ensures services associated with a user fee or charge, the direct and indirect costs of that service is offset, where possible.
3. Sets fees and rates to meet the fiscal and policy goals and objectives of the City.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

No negative impact to the Building Department’s level of service nor to future budgets are anticipated.

LEGAL ANALYSIS:

Ordinance was reviewed and approved as to form.

RECOMMENDATION/PROPOSED MOTION:

(Consent Agenda) I move to approve the first reading of an Ordinance repealing and replacing Appendix A “Master Fee Schedule” Article A2.000 “Development/Building Fees” of the city’s code of ordinances.

H.B. No. 852

AN ACT

relating to information a municipality may consider in determining the amount of certain building permit and inspection fees.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter Z, Chapter 214, Local Government Code, is amended by adding Section 214.907 to read as follows:

Sec. 214.907. PROHIBITION ON CERTAIN VALUE-BASED BUILDING PERMIT AND INSPECTION FEES.

(a) In determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a municipality may not consider:

(1) the value of the dwelling; or

(2) the cost of constructing or improving the dwelling.

(b) A municipality may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program.

SECTION 2. Section 214.907(a), Local Government Code, as added by this Act, applies only to a building permit or inspection fee assessed by a municipality on or after the effective date of this Act in connection with the construction or improvement of a residential dwelling.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2019.

H.B. No. 852 was passed by the House on April 16, 2019, by the following vote: Yeas 126, Nays 9, 2 present, not voting.

H.B. No. 852 was passed by the Senate on May 8, 2019, by the following vote: Yeas 29, Nays 2.

AN ORDINANCE

REPEALING AND REPLACING APPENDIX A “MASTER FEE SCHEDULE” ARTICLE A2.000 “DEVELOPMENT/BUILDING FEES” OF THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES OF THE CITY OF FAIR OAKS RANCH, TEXAS; CONTAINING FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, a Master Fee Schedule, found in the City’s Code of Ordinance as Appendix A, providing for fees assessed to cover the costs associated with the efficient operation of the City, was passed and approved in November 2018; and,

WHEREAS, the passing of House Bill 852 by the State Legislature on May 21, 2019 precludes the assessment of building permit fees be based on value; and,

WHEREAS, city staff, after performing a review of the Master Fee Schedule Article A2.000 has provided recommendations to the Schedule for City Council consideration; and,

WHEREAS, the City Council finds the repealing and replacing of Appendix A “Master Fee Schedule” Article A2.000 “Development/Building Fees” is warranted.

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

PART 1. Appendix A “Fee Schedule”; Article A2.000 “Development /Building Fees” is hereby repealed and replaced as set 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 City 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 and APPROVED on first reading this 18th day of July, 2019.

PASSED, APPROVED AND ADOPTED on second reading this 1st day of August, 2019.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

Exhibit A

Appendix A "Fee Schedule"; Article A2.000 "Development/Building Fees" is hereby repealed and replaced as follows:

ARTICLE A2.000 BUILDING FEES

- (a) Building permit/inspection (new homes): \$0.52 per square foot
- (b) *Building permit/inspection (commercial new) - \$0.60 per square foot*
- (c) *Building permit/inspection (commercial addition) - \$0.50 per square foot plus fixture fee total**
- (d) *Building permit/inspection (commercial remodel) - \$0.44 per square foot plus fixture fee total**
- (e) *Building permit/inspection (residential remodel) - \$0.36 per square foot plus fixture fee total**
- (f) *Building permit/inspection (residential addition) - \$0.40 per square foot plus fixture fee total**
- (g) *Detached Building Permit (no living area) - \$0.30 per square foot plus fixture fee total**
- (h) *Miscellaneous Permits - \$50.00 plus fixture fee total**
- (i) *Swimming Pool Permit - \$400.00*
- (j) *Solar Permit - \$8.00 per panel*
- (k) Irrigation/Backflow permit - \$50.00
- (l) Driveway Approach - \$50.00
- (m) Fence permit fee- \$50.00
- (n) Moving building permit including temporary structures - \$100.00
- (o) Demolition building permit fee - \$100.00
- (p) Extension of expired permit - 50% of original permit fee (good for 60 day period)
- (q) Administrative fee for cancellation of issued permit: 10% of permit fee
- (r) Re-inspection - \$50.00
- (s) Contractor registration - \$75.00
- (t) Plan review fee (commercial only) - 50% of the cost of permit fee
- (u) Floodplain development permit - \$50.00
- (v) Board of appeals (building codes) - \$75.00 (nonrefundable)
- (w) Penalty fees:
 - 1. Failure to obtain certificate of occupancy prior to occupying - \$200.00
 - 2. Failure to obtain permit prior to construction - Double of original permit fee
- (x) **Fixture Fees (Add \$2.50 for each of the following):*
 - 1. *Receptacle*
 - 2. *Switch*
 - 3. *Light fixture*
 - 4. *Ceiling Fan*
 - 5. *Smoke/Carbon Monoxide detector*
 - 6. *Refrigerator/freezer*
 - 7. *Ice machine*
 - 8. *Exhaust fan*
 - 9. *Vent hood*
 - 10. *Dishwasher*

11. *Clothes Washer*
 12. *Clothes Dryer*
 13. *Range/cooktop*
 14. *Trash Compacter*
 15. *Log Lighter*
 16. *Barbeque*
 17. *Pressure Reducing Valve*
 18. *Expansion Tank*
 19. *Steam Unit*
 20. *Sink (lavatory, kitchen, laundry)*
 21. *Tub/ Shower*
 22. *Water Closet*
 23. *Hose Bib*
 24. *Fire sprinkler head*
- (y) **Fixture Fees (Add \$5.00 for each of the following):*
1. *Electric Panel*
 2. *Water Heater/ Boiler*
 3. *Water Softener*
 4. *Sewer Line*
 5. *Water Line*
 6. *Grinder Pump*
 7. *Jacuzzi*
 8. *Fire Sprinkler Riser*
 9. *Backflow Preventer (non-irrigation)*
- (z) **Fixture Fees (Miscellaneous)*
1. *HVAC - Add \$10.00 per ton capacity*



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

August 1, 2019

AGENDA TOPIC: Approval of the second reading of an Ordinance amending various provisions in the Code of Ordinances to comply with the Home Rule Charter

DATE: August 1, 2019

DEPARTMENT: Administration

PRESENTED BY: Christina Picioccio, City Secretary

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch adopted a home rule charter by Resolution on May 18, 2017. There are provisions in the Home Rule Charter that address and supersede provisions in the City's Code of Ordinances. The City Secretary working with our Codification Attorney as well as the City's Attorney's Office recommend the following revisions to the Code of Ordinances to eliminate obsolete and/or repetitive provisions:

Chapter 1

Article 1.02	Elections	Covered by Article IV of the home rule charter
Article 1.03, Sec. 1.03.001	Cities of Fair Oaks Ranch North and Fair Oaks Ranch South Combined	Included as article II in the home rule charter regarding city boundaries
Article 1.03, Sec 1.03.002	Conversion from type B municipality to type A municipality	No longer necessary as home rule Charter adopted
Article 1.03, Division 2	Claims Against City	Section 7.04 of home rule charter supersedes regarding notice of damages or injury required
Article 1.04, Division 2	City Administrator	Section 5.01 of home rule charter provides for office of city manager

Chapter 7

Article 7.01, Sections 7.01.003, 7.01.004, and 7.01.005	General Provisions	Addressed in Section 5.03 of home rule charter regarding the municipal court judge, clerk and prosecutor
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At the July 18, 2019 City Council meeting, City Council approved the first reading of the ordinance.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Cohesion of provisions between the home rule charter and Code of Ordinances.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not applicable

LEGAL ANALYSIS:

Reviewed by Codification Attorney and City Attorney's offices and approved to form.

RECOMMENDATION/PROPOSED MOTION:

(Consent Agenda) I move to approve the First Reading of an Ordinance amending various provisions in the code of Ordinances to comply with the home rule charter.

AN ORDINANCE

AN ORDINANCE OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING VARIOUS PROVISIONS IN THE CODE OF ORDINANCES TO COMPLY WITH THE HOME RULE CHARTER; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF

WHEREAS, the City of Fair Oaks Ranch has now adopted a home rule charter;

AND WHEREAS, the home rule charter addresses and supersedes provisions currently contained in the city's Code of Ordinances;

AND WHEREAS, it has become necessary to revise the Code of Ordinances to eliminate obsolete and/or repetitive provisions;

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

Part 1. The Code of Ordinances of the City of Fair Oaks Ranch shall be amended as set forth in the attached Exhibit A:

PART 2. That the recitals contain 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 and APPROVED on first reading this 18th day of July, 2019.

PASSED, APPROVED AND ADOPTED on second reading this 1st day of August, 2019.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

Exhibit A:

The Code of Ordinances of the City of Fair Oaks Ranch is hereby amended as follows:

- A.** Chapter 1, Article 1.02 of the Code of Ordinances shall be repealed and revised to read as follows:

"The provisions of V.T.C.A., Election Code, shall apply in all elections held in the city."

- B.** Chapter 1, Article 1.03, Section 1.03.001 regarding combining the cities of Fair Oaks Ranch North and Fair Oaks Ranch South shall be repealed.
- C.** Chapter 1, Article 1.03, Section 1.03.002 regarding conversion of the city to a type A municipality shall be repealed.
- D.** Chapter 1, Article 1.03, Division 2 regarding claims against the city shall be repealed.
- E.** Chapter 1, Article 1.04, Division 2 regarding the office of City Administrator shall be repealed.
- F.** Throughout the Code, all references City Administrator shall be amended to City Manager.
- G.** Chapter 7, Article 7.01, Sections 7.01.003, 7.01.004 and 7.01.005 regarding the municipal court judge, clerk and prosecutor shall be repealed.



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
August 1, 2019

AGENDA TOPIC: Consideration and possible action on donating educational gifts to the Fair Oaks Ranch and the Van Raub Elementary Schools

START: August 1, 2019

DEPARTMENT: Mayor and Council – Wildlife Education Committee

PRESENTED BY: Committee Chair Bruce Nicholson

INTRODUCTION/BACKGROUND:

One of the Wildlife Education Committee (WEC) goals, as implemented in August 2016, is to create community opportunities for public education about wildlife within Fair Oaks Ranch. An objective of meeting this goal is potential grants to the elementary schools in Fair Oaks Ranch for specific purposes associated with educating children on wildlife. In the past two years, the schools have received, annually, a monetary grant for:

1. The use to enhance the Fair Oaks Ranch Elementary school's wildlife program for the creation of a demonstration room and for the maintenance of a garden focused on researching and exhibiting plants that have a less chance of being eaten by deer.
2. The establishment, supply, and maintenance of a chicken coop to be used by the Van Raub Elementary school's Life Skills program.

On May 2, 2019, at a City Council meeting, the school principals, teachers and students provided an update on their projects status.

At the city's 30th Anniversary Celebration the wildlife samples on display at the WEC booth were highly visited by the public. As such, in accordance with the Committee's budgeted FY2018/19 funds, the WEC desires purchasing a set of wild animal samples (skulls, paw print molds and skins) and gifting them to the elementary schools in Fair Oaks Ranch.

As the WEC finds this gift is in keeping with the Committee's mission for the City to educate children on wildlife, today's agenda item is to receive approval from the City Council to purchase the wild animal samples, as detailed in the attached request by the Wildlife Education Committee, and, to gift them to the Fair Oaks Ranch Elementary and Van Raub Elementary schools.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. City Council determines the expenditure of public money serves a valid public purposes.
2. Continues the City's effective relationship with the elementary schools in Fair Oaks Ranch on education relative to wildlife.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Cost of samples (not to exceed \$700) is budgeted in the General Fund Budget under line item Urban Wildlife.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to approve the purchase, not to exceed \$700, for wildlife education materials and gift them to the Fair Oaks Ranch Elementary and Van Raub Elementary schools.

Request for consideration by the City Council of Fair Oaks Ranch for a Gift to the BISD of Wildlife Educational Materials to be used by Fair Oaks Ranch and Van Raub Elementary Schools

On behalf of the Wildlife Education Committee (WEC), I would like to request that we be allowed, from the current year's appropriated WEC budget, to purchase a set of wild animal samples (Skulls, scat, paw print molds and skins) for the purpose of providing these as a gift to the Boerne Independent School District, to be shared by the Fair Oaks Ranch and Van Raub Elementary Schools. In past years we have provided them each gifts of \$1000 which they have used very effectively in the education of their students about wildlife and management of animals, as evidenced by their recent presentations at City Council. However, this year, budgetary constraints did not allow for this. However, we have managed the limited WEC budget carefully this year, and find we do have funds to purchase the abovementioned animal sample kits, which we propose to provide to the schools on a shared basis in lieu of a cash gift. In addition, we would request that they allow us to use these kits at times in the future for WEC educational events in the City. This proposal is supported unanimously by the members of the WEC.

We feel this gift is directly in keeping with our mission for the city to educate the population about wildlife. We have always felt that educational activities targeted to our youngest citizens can be the most effective mechanism. In this instance, the samples can be used in a number of ways within a classroom setting. The skulls will be used to teach the various uses of teeth and how this varies between carnivores, herbivores and omnivores, and how the size of the nasal passages, and location of the eyes can indicate how different animals prioritize their senses. Scat and paw prints help students identify what kinds of wildlife exist in their backyard, or on nature trails within the city, and encourage use of these trails. Skins allow them to feel different fur or scale textures that they would not get the chance to do in the wild. The WEC would at times use these kits in the education of the adult population as well.

We hope the City will consider this an appropriate expenditure in the larger pursuit of educating our citizenry about the wildlife we live with. We plan, as funding allows, to expand upon these kits incrementally in the future. Vesting them with our schools will ensure their safekeeping and optimal use throughout the year.

Respectfully

Bruce J. Nicholson, Ph.D.
Chair, Wildlife Education Committee

July 2019



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
August 1, 2019

AGENDA TOPIC: Discussion and possible action to approve the proposed 2019-2020 Municipal Development District (MDD) Budget.

DATE: August 1, 2019

PRESENTED BY: Al McDavid, MDD President

INTRODUCTION/BACKGROUND:

MDD By-Laws (Article IV, Section 1) require MDD Board of Directors budget approval by 15 July and City Council budget approval prior to beginning each fiscal year. The MDD board approved the 2019-20 budget on July 17, 2019. That budget is submitted today for City Council approval.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The Fiscal Year 2019-2020 MDD Budget provides all MDD expected revenues and proposed expenditures for the upcoming fiscal year and is available to all citizens.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Clarity and open record of MDD anticipated revenues and all projected expenditures for upcoming Fiscal Year 2019-2020. This budget provides an income to expense ratio of over 80 cents of each dollar received. All funds are invested for future City benefit in accordance with the Texas Public Funds Investment Act.

LEGAL ANALYSIS:

Budget submitted for City Council approval as required by MDD By-Laws (Article IV, Section 1).

RECOMMENDATION/PROPOSED MOTION:

I move to approve the FY 2019-2020 MDD Budget as presented.

FAIR OAKS RANCH MUNICIPAL DEVELOPMENT DISTRICT

Draft Budget

FY 2019-20

					FY 2019-20
REVENUES	FY 2016-17 ACTUAL	FY 2017-18 ACTUAL	FY 2018-19 BUDGET	FY 2018-19 PROJECTED	DRAFT BUDGET
REVENUES					
20-400-121 Local Sales Tax	\$ 188,715	\$ 210,458	\$ 195,000	\$ 229,000	\$ 229,000
20-400-310 Bank/Investment Interest	\$ -	\$ 7,984	\$ 12,480	\$ 20,000	\$ 20,000
20-400-900 Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 188,715	\$ 218,442	\$ 207,480	\$ 249,000	\$ 249,000
					FY 2019-20
EXPENDITURES	FY 2016-17 ACTUAL	FY 2017-18 ACTUAL	FY 2018-19 BUDGET	FY 2018-19 PROJECTED	DRAFT BUDGET
ADMINISTRATION					
20-501-300 Supplies	\$ 66	\$ -	\$ 500	\$ -	\$ 250
20-501-305 Minor Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
20-501-307 Postage	\$ -	\$ -	\$ -	\$ -	\$ -
20-501-315 Training/Seminars	\$ 480	\$ 32	\$ 1,000	\$ -	\$ 500
20-501-323 Telephone	\$ -	\$ -	\$ -	\$ -	\$ -
20-501-390 Miscellaneous	\$ -	\$ 6	\$ 100	\$ 100	\$ 100
TOTAL ADMINISTRATION	\$ 546	\$ 38	\$ 1,600	\$ 100	\$ 850
CONTRACTUAL SERVICES					
20-501-500 Attorney fees	\$ 3,405	\$ 2,221	\$ 6,000	\$ 3,000	\$ 9,300
20-501-501 Auditor Fees	\$ 1,800	\$ 3,050	\$ 5,000	\$ 4,300	\$ 5,000
20-501-502 Professional Services	\$ 6,000	\$ 10,000	\$ 26,750	\$ 26,750	\$ 33,450
20-501-510 Insurance	\$ 35	\$ 33	\$ 50	\$ 33	\$ 50
TOTAL CONTRACTUAL SERVICES	\$ 11,240	\$ 15,304	\$ 37,800	\$ 34,084	\$ 47,800
					FY 2019-20
TRANSFERS OUT	FY 2016-17 ACTUAL	FY 2017-18 ACTUAL	FY 2018-19 BUDGET	FY 2018-19 PROJECTED	DRAFT BUDGET
20-501-981 Transfer to Assigned Fund Balance	\$ -	\$ 203,099	\$ 168,080	\$ 214,816	\$ 200,350
TOTAL TRANSFERS OUT	\$ -	\$ 203,099	\$ 168,080	\$ 214,816	\$ 200,350
TOTAL EXPENDITURES	\$ 11,786	\$ 218,442	\$ 207,480	\$ 249,000	\$ 249,000
REVENUE OVER EXPENSES	\$ 176,929	\$ -	\$ -	\$ -	\$ -



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
August 1, 2019

AGENDA TOPIC: Consideration and Action on appointing members to the Boerne-Fair Oaks Ranch-Kendall County Transportation Planning Committee

DATE: August 1, 2019

DEPARTMENT: City Council

PRESENTED BY: Mayor Garry Manitzas

INTRODUCTION/BACKGROUND:

As transportation issues in Boerne, Fair Oaks Ranch and Kendall County affect all our citizens, a Countywide Transportation Plan to mitigate current and future congestion in Kendall County in a way that preserves cultural and environment resources has been called for. A Steering Committee for this effort includes City of Boerne Mayor Tim Handren, City of Fair Oaks Ranch Mayor Garry Manitzas, and Kendall County Judge Darrell Lux. The City has been asked to provide two Fair Oaks Ranch citizen volunteers to assist the Committee in this project.

The overall team for this project will comprise of approximately 20 stakeholders representing a full range of area civic and commercial organizations. It is anticipated the Committee will spend several hours on a monthly basis for approximately one year.

On July 19, a call for volunteers to serve on the Committee was made; and, as of July 25, two applications have been received. Today's agenda item is for the City Council to ratify Mayor Manitzas recommended appointments.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Complies with the request for two Fair Oaks Ranch volunteer citizens to serve on the Committee.
2. Enables citizen participation and ownership in the project.
3. Encourages citizen knowledge and understanding relative to engineering, urban planning, or environmental sciences.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to approve a Resolution appointing members to the Boerne-Fair Oaks Ranch-Kendall County Transportation Planning Committee.

A RESOLUTION

APPOINTING FAIR OAKS RANCH CITIZEN VOLUNTEERS TO THE BOERNE-FAIR OAKS RANCH-KENDALL COUNTY TRANSPORTATION PLANNING COMMITTEE

WHEREAS, transportation issues in Boerne, Fair Oaks Ranch and Kendall County affect all our citizens, a Countywide Transportation Plan to mitigate current and future congestion in Kendall County in a way that preserves cultural and environment resources has been called for; and,

WHEREAS, a steering committee for this effort includes City of Boerne Mayor Tim Handren, City of Fair Oaks Ranch Mayor Garry Manitzas, and Kendall County Judge Darrell Lux; and,

WHEREAS, the City has been asked to provide two Fair Oaks Ranch citizen volunteers to assist with the Plan along with other stakeholders from area civic and commercial organizations; and,

WHEREAS, a call for volunteers to serve on the Committee was made; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch finds it appropriate to appoint members, to serve at the pleasure of the City Council, to the Boerne-Fair Oaks Ranch-Kendall County Transportation Planning Committee.

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

1. The City Council hereby appoints the following interested individuals to serve on the Boerne-Fair Oaks Ranch-Kendall County Transportation Planning Committee

2. Members will serve at the pleasure of the City or in event a member becomes unable or unwilling to serve.

PASSED and APPROVED this 1st day of August, 2019.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
August 1, 2019

AGENDA TOPIC: Discussion regarding the Development of the approximately 344.65-acre Property Commonly Known as the Pfeiffer Tract/The Reserve

DATE: August 1, 2019

DEPARTMENT: Public Works Department

PRESENTED BY: Ronald C. Emmons, P.E., Director of Public Works

INTRODUCTION/BACKGROUND:

Boerne Ranch Estates LLC has requested to present some concepts to the City Council regarding the development of an approximately 344.65-acre property commonly known as the Pfeiffer Tract. The City entered into a development agreement on November 20, 2013 with R.W. Pfeiffer Properties, LLC for the approximately 344.65-acres of land, which is now owned by Boerne Ranch Estates LLC. The development is located in the northern zone of the City along Ammann Road as shown in the attached map.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The developer is presenting concepts that keep interested parties and residents informed of the potential development.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

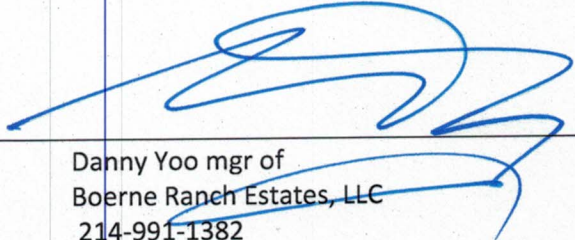
RECOMMENDATION/PROPOSED MOTION:

No action is desired at this time, the developer is interested in City Council feedback as appropriate.

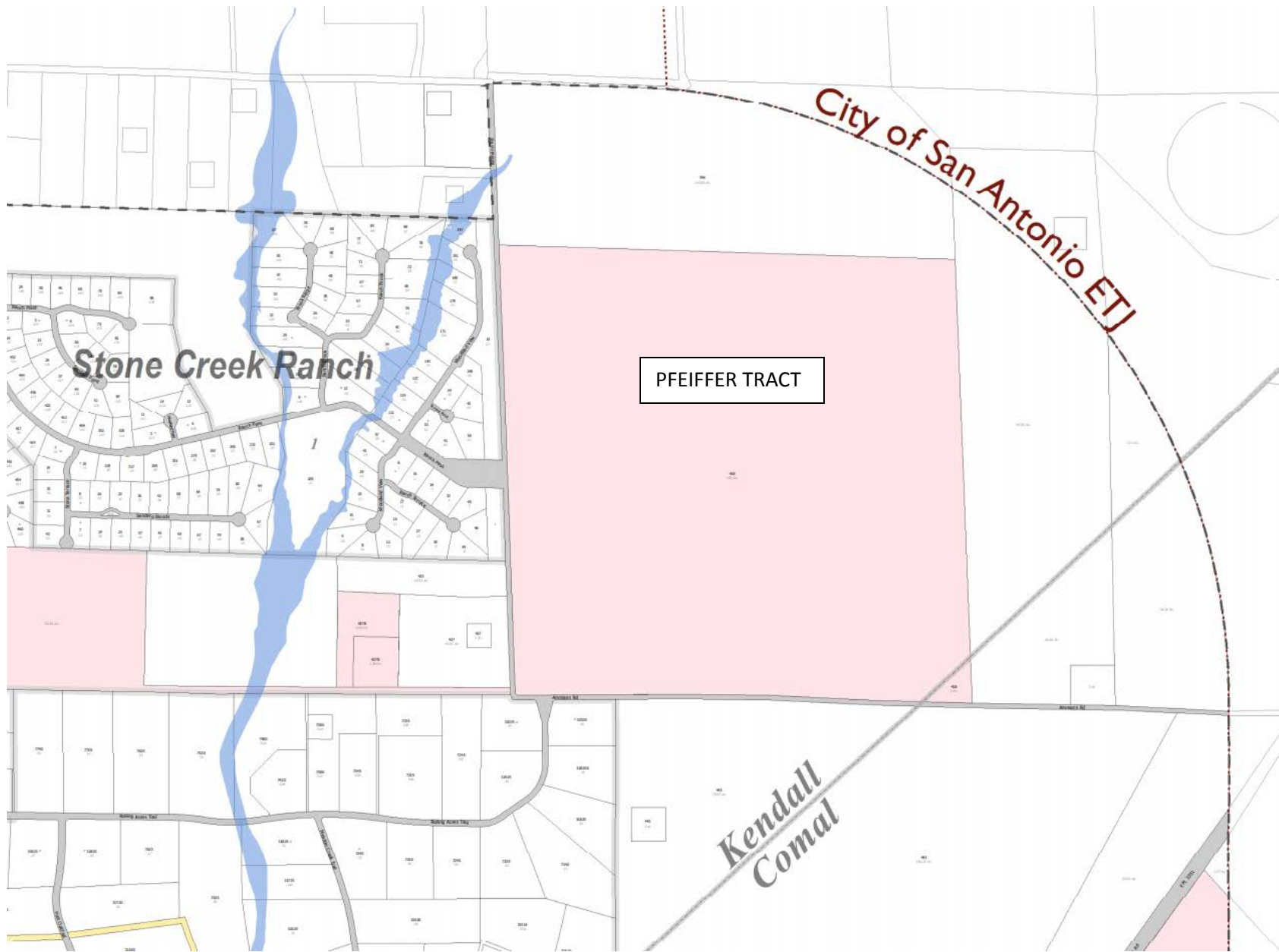
June 26, 2019

RE: Boerne Ranch Estates, LLC
344AC Pfeiffer Tract

To whom it may concern, back in March of this year Boerne Ranch Estates, LLC purchased a 344ac tract more commonly referred to as the Pfeiffer tract. Boerne Ranch Estates, LLC has authorized Craig Glendenning to negotiate and make decisions with the City of Fair Oaks and any other involved entities for plans for the development of the property. Should you have any questions please feel free to give me a call.



Danny Yoo mgr of
Boerne Ranch Estates, LLC
214-991-1382



Date: Jul 24, 2019, 2:31pm User ID: jwilliams

Z:\PROJECTS\3047 - Pfeiffer Ranch, Ammann R001 - Shaded Investments\Exhibits\FIG 3.0 Prelim Land Plan Exhibit.dwg



LEGEND

PROPERTY BOUNDARY

PROJECT SUMMARY TABLE	
NO. 50 LOTS:	191
NO. 60 LOTS:	260
NO. 70 LOTS:	124
NO. RURAL LOTS:	10
TOTAL NO. OF LOTS:	585
ACREAGE OF LOTS / STREETS:	214 AC
ACREAGE OF OPEN SPACE:	131 AC
TOTAL ACREAGE:	345 AC
AVERAGE LOTS / ACRE:	1.7
APPROXIMATE L.F. OF COLLECTOR ROAD:	3,300 L.F.
APPROXIMATE L.F. OF LOCAL ROAD:	26,400 L.F.

N

0100'200'300'400'

SCALE: 1"=200'

SHEET SIZE: 24" x 36"

This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Ken Kolacny, Registered Professional Engineer, State of Texas, Registration No. 86300. DATE: JUNE 2019

REVISIONS:

MATKINHOOVER

ENGINEERING & SURVEYING

8 SPENCER ROAD SUITE 100
BOURNE, TEXAS 78006
TEL: 361.380.0000
CONTACT: MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-004512 SURVEYING FIRM F-1002400

FOR
345 AC PFEIFFER TRACT
KENDALL COUNTY, TX

FIG 2-0

JOB NO.	3047.00
DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
SHEET #	OF

**THE RESERVE AT FAIR OAKS RANCH
DEVELOPMENT AGREEMENT**

This Development Agreement for the "The Reserve At Fair Oaks Ranch" (the "Agreement") is made and entered into effective as of the 20 of November, 2013 (the "Effective Date"), by and between the City of Fair Oaks Ranch, a Texas General Law Type A city (the "City"), and R.W. Pfeiffer Properties, LLC, a Texas limited liability company and/or assigns (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows:

Purposes, Terms and Consideration

WHEREAS, the Developer plans to develop approximately 344.65 acres of land in Kendall and Comal Counties, Texas, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Land"); approximately 344.65 acres of the Land is located within the extra territorial jurisdiction ("ETJ") of the City of Fair Oaks Ranch, Texas; where approximately 342.26 acres of the Land is located within Kendall County, Texas and approximately 2.39 acres of the Land is located within Comal County, Texas; and

WHEREAS, Developer intends to develop the Land as a master planned community in accordance with the Preliminary Project Master Plan (as defined by section 1.12) herein and attached to this Agreement as Exhibit "B", as may be changed from time to time in accordance with this Agreement. In this Agreement, the Land, as it will be developed, is sometimes referred to as the "Project"; and

WHEREAS, the City is authorized to make and enter into this Development Agreement with Developer in accordance with Texas Local Government Code Section 212.172 to accomplish the following purposes:

- A. Extend the City's planning authority over the Land by providing for a development plan prepared by Developer and approved by the City under which certain general uses and development of the Land are authorized.
- B. Developer and City may agree to development regulations other than those that lawfully apply within the City limits and / or ETJ, as may be agreed to by Developer and City by legislative action.

- (
- C. Provide for infrastructure for the Land including: (i) streets and roads, (ii) street and road drainage, (iii) land drainage, (iv) internal water storage and distribution, wastewater collection, treatment and disposal and other utility systems.
 - D. Developer shall create and implement a Public Improvement District (to be formed and agreed to between Developer and the City, the "**District**") in compliance with the Public Improvement District Act (Chapter 372 of the Local Government Code) necessary to provide electric, water, wastewater and sanitation services, drainage improvements, street, sidewalk, and other improvements for the Project following the formal execution and delivery of this Development Agreement.
 - E. All other lawful terms and considerations the parties consider appropriate.

NOW THEREFORE, Developer and the City, in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties agree as follows:

ARTICLE I

Definitions

- 1.01 Applicable Rules: The Applicable Rules are the Code of Ordinances and Rules and Regulations of the City of Fair Oaks Ranch, Texas, and this Development Agreement, and will be applicable to the development of the Land (the "**Applicable Rules**"). The parties to this Agreement acknowledge and agree that this Agreement, including the Project Approvals (as hereinafter defined), may amend the Applicable Ordinance as defined on the Master Plan; and Developer, on behalf of itself and its assigns, including the District (as hereinafter defined), stipulate and agree that this Agreement makes no other amendment or revision to City ordinance, rules, regulations, or official policies in effect on the Effective Date.
- 1.02 City: The City of Fair Oaks Ranch; in Bexar, Kendall, and Comal Counties, Texas; a Texas general law city.
- 1.03 County: Kendall County or Comal County, Texas.

- 1.04 District: A Public Improvement District ("PID") defined more particularly in Article V herein.
- 1.05 Initial Term: The Initial Term of this agreement shall commence on the Effective Date and continue for 20 years thereafter (the "**Initial Term**") unless terminated earlier as expressly allowed herein or the City and Developer mutually agree otherwise in writing. The Initial Term shall be automatically renewed for two successive 5-year Extension Terms (the "**Extension Terms**") unless: (i) Developer defaults in the performance of a material obligation pursuant to this Development Agreement, in which case the City may by written notice to Developer prior to the expiration of the Initial Term or the first Extension Term, elect not to extend the Agreement for the Extension Term; or (ii) by mutual written agreement of the Parties, whereby the Initial Term or first Extension Term is not extended.
- 1.06 Land: Approximately 344.65 ± acres of land in Kendall and Comal County, Texas, more particularly described in Exhibit "A", which is attached herein and incorporated hereto for all purposes (the "**Property**").
- 1.07 Open Space: This includes all parks, trails, right-of-ways, and any common areas which benefit the community as a whole rather than being the private domain of individual lot owners. All of these areas shall be platted and maintained by Developer; the Project property owners' association (the "**POA**"); where applicable; or the District, through the funds provided by taxes, property owners' association dues, or the District revenues.
- 1.08 Permit Application: Any applicable preliminary plat application, final plat application, construction plans or other development approval applications for the City as required by the Applicable Rules.
- 1.09 Project: The Land, as it will be developed under this Agreement.
- 1.10 Project Approvals: The approvals, variances, waivers and exceptions to the Applicable Rules approved by the City with respect to the development of the Land, as set forth on the Project Master Plan, Exhibit "B", or as otherwise provided in this Development Agreement (the "**Project Approvals**").
- 1.11 Platted Lots and FORHA: When the Property has been annexed and platted by the City of Fair Oaks Ranch, Developer shall submit the recorded platted lots for submission into the Fair Oaks Ranch Homeowners Association (FORHA).

- 1.12 Project Preliminary Master Plan: The Preliminary Master Plan of the Project (the "**Master Plan**") attached hereto as Exhibit "B", incorporated herein by reference, and including any amendments or revisions thereto as provided for in this Agreement.
- 1.13 Affiliate: Affiliate shall mean any person or entity that directly or indirectly controls, is controlled by, or is under common control with Trio Residential Developers, Inc. As used in the definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract or otherwise.

ARTICLE II General Terms

- 2.01 Master Plan Revisions: Due to the fact that the Project comprises a significant land area and that Development will occur in phases over a number of years, modifications to the Master Plan may become desirable due to changes in market conditions or other factors. In order to provide flexibility with respect to the development of the Project, Developer may periodically modify lot layouts, roadway alignments, phasing schedule, lot product mix, land use allocations and other development plan modifications as approved between Developer and the City. The overall density of 645 Living Unit Equivalents (LUE) on the Property shall not be changed by any modifications.
- 2.02 Water Design and Inspections: The Developer acknowledges that the City, in accordance with TCEQ requirements, will be responsible for the establishment of all water design specifications, and construction inspections ("**Wet Utilities**"), and will accordingly review and approve all plans and specifications for Wet Utilities prior to construction and will inspect completed Wet Utilities prior to acceptance for operation and maintenance. The water design specifications shall meet the standards and specifications as set forth by the San Antonio Water System ("SAWS"). No construction of the Wet Utilities will occur by Developer until the City has issued the requisite permit.
- 2.03 Street and Drainage Construction Plans: Following, or in conjunction with, the final plat approval, Developer shall prepare and submit construction plans and specifications for review and approval by the City of all streets and drainage.

- 2.04 Project Continuation: In consideration of Developer's covenants in this Agreement, the City agrees that during the term of this Agreement it will not impose any moratorium on land use or development regulation that limits the timing of development approvals, whether such moratoriums affect preliminary subdivision plans, final plats, or site plans within the Project.

ARTICLE III The Project

- 3.01 The Project: The Project is a master planned community that shall include the construction of streets internal to the Project, sidewalks, lighting as identified by the Camp Bullis Joint Land Use Study, street and land drainage, centralized water utilities, electric utilities, telephone and other data communication, or other facilities necessary to implement the Project Master Plan.
- 3.02 Drainage and Detention Facilities: Drainage shall be designed and constructed in accordance with all drainage requirements as provided by the Applicable Rules. The drainage facilities shall be designed to serve only the Project and shall not be required to assume developed conditions of any off-site properties.
- 3.03 Wet Utilities: All centralized water utility services serving the Project and provided by the Developer shall be reviewed, approved and inspected by the City and any other required agency.
- 3.04 Water Agreement: The Developer will be responsible for providing a water source for the Development. The source shall be groundwater obtained from the drilling of a public water supply well(s). The well(s) must meet the minimum peak demand requirements for 645 LUEs as set forth by TCEQ regulations. The Developer shall perform a water availability study agreed upon by the City, and drill test wells to substantiate supply goals for the Project. A copy of the water availability study will be provided the City within 30 days of its completion.
- a) Contribution in Aid of Construction. Owner agrees to pay to City a one-time charge ("Owners Contribution in Aid of Construction") equal to the product of Property's total potential residential customers, which shall not exceed 645 LUE's times \$1,669.58, or One Million Seventy-Six Thousand Nine Hundred Fifty-Two

Dollars and Ten Cents (\$1,076,879.10). The Contribution in Aid shall be payable in two (2) equal payments of \$538,439.55. The first installment shall be due and payable within thirty (30) days after the final plat approval of the first section or area within the Development, and the second installment shall be due and payable within ten (10) days after the City awards a contract to construct the elevated storage tank. The Contribution in Aid of Construction shall be refunded to the Developer pro rata on a quarterly basis for each building permit issued with respect to a residential lot on the Property and receipt by the City of the Impact Fee in the amount of \$1,669.58 for such lot.

b) The City shall extend its CCN to include the project area. All cost for design, permitting and construction of the wells, water mains and appurtenances, and storage facilities will be included in the PID by the Developer. Connection fees at the time of "hook-up" will apply at the rate established for customers of Fair Oaks Ranch Utilities.

- 3.05 Wastewater Agreement: The Developer will construct a centralized wastewater collection and wastewater treatment facility ("WWTP") to serve the Development. The WWTP will be permitted through TCEQ. City consents to and will not offer any oral or written objection of (a) Developer's application to the TCEQ for a Certificate of Convenience and Necessity to provide retail wastewater service for the Property and (b) Developer's application for a discharge permit or any other permit necessary to operate the WWTP and (c) the creation of any type of district necessary to construct and operate the WWTP
- 3.06 Dry Utilities: Any natural gas, electric, telephone and data communication utility infrastructure plans shall be designed to meet the requirements of the specific utility service provider and shall be inspected and accepted for maintenance by said utility service provider.
- 3.07 Parks: The Project will include at least one neighborhood park area. Any such park will be dedicated to the POA for operation and maintenance.
- 3.08 Open Space: Open Space will be owned and maintained by the POA.
- 3.09 Easement Grants. City agrees to grant easements currently controlled by City, if requested by the Developer, as needed for Developer's intended use of the Property.

- 3.10 Density of the Project. Overall density for the Development shall not exceed a total of 645 Living Unit Equivalents (LUE) on the Property: 635 LUE for lots and 10 LUE for amenity center and landscape irrigation services.

ARTICLE IV Annexation

- 4.01 DEVELOPER, DISTRICT, AND ALL FUTURE OWNERS OF THE PROPERTY, INCLUDING END-BUYERS IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL PURPOSE ANNEXATION OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION AND WAIVE ALL RIGHTS TO ARBITRATION OR MEDIATION REGARDING THE ANNEXATION. UPON EXECUTION OF THIS AGREEMENT, DEVELOPER SHALL FILE ITS PETITION TO BEGIN THE FORMAL PROCESS OF FULL PURPOSE ANNEXATION OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT.

ARTICLE V Public Improvement District

- 5.01 PID Creation. The Developer shall file a petition for the creation and implementation of a Public Improvement District, "**Fair Oaks Ranch PID #1**", encompassing the boundaries of the Project and other related infrastructure improvements; the approval of which shall not be unreasonably withheld or denied by the City.
- 5.02 Authority. Subject to the conditions contained in the petition of the Developer, the PID is to be authorized by and to operate pursuant to the provisions of Chapter 372 of the Texas Local Government Code, with directors to be named, and an ad valorem tax or assessment to be authorized and implemented within the boundaries of the District.
- 5.03 Purpose. Subject to the conditions contained in Texas Local Government Code §372.003 the PID is to be authorized to reimburse the costs for capital improvements and maintenance/administrative expenses as authorized by law.

ARTICLE VI
Assignment of Commitments and Additional Land

- 6.01. Assignment. The Developer may assign the Developer's rights and obligations under this Agreement to Trio Residential Developers, Inc., a Texas Corporation or to an affiliate without the necessity of consent or approval of the City. Any such assignment shall release the Developer named herein from the rights, obligations, and liabilities under this Agreement. City shall have the right to approve an assignment, which shall not be unreasonably withheld for all other assignments except for those for conveyances of 20 acres or more of the Property, which shall not require the consent or approval of the City.
- 6.02. Additional Land. At any time, if the Developer desires to acquire additional property adjacent to, and including property sharing frontage on a public roadway, the Land or any other land in the future that Developer desires to be bound by this Agreement ("**Additional Land**"), the Developer shall submit a request to the City to revise the Project Master Plan to reflect the Additional Land. In conjunction with this request the Developer shall provide a revised Exhibit "A" and Exhibit "B" incorporating the Additional Land into the revised Land and Project Master Plan, respectively. The Additional Land shall have all of the rights and obligations under this Agreement.

ARTICLE VII
Default

- 7.01. Developer Event of Default. Developer shall be in default under this Agreement if the Developer fails to comply with any obligations it has under this Agreement.

The foregoing is referred to herein as the "**Developer Event of Default**". Notwithstanding anything herein to the contrary, Developer shall not be deemed to be in default hereunder until the passage of thirty (30) business days after receipt from the City of a "**Notice of Default**". Such notice shall include a description of the specific Event of Default. Upon the passage of thirty (30) business days without cure of the default, Developer shall be deemed to have defaulted for purposes of this Agreement.

However, if the breach is not reasonably susceptible to cure by the Developer within such 30-day period (such inability is reported to, and acknowledged by the City) and the City shall not bring any action so long as the Developer has commenced to cure the default within such 30-day period and diligently completes the cure within a reasonable time without unreasonable cessation of the work.

- 7.02 City Event of Default. City shall be in default under this Agreement if the City fails to comply with any obligations it has under this Agreement.

The foregoing is referred to herein as the "**City Event of Default**". Notwithstanding anything herein to the contrary, City shall not be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by the Developer of a "**Notice of Default**". Such notice shall include a description of the specific Event of Default. Upon the passage of thirty (30) business days without cure of the default, City shall be deemed to have defaulted for purposes of this Agreement. However, if the breach is not reasonably susceptible to cure from the City within such 30-day period (such inability is reported to, and acknowledged by the Developer) and the Developer shall not bring any action so long as the City has commenced to cure the default within such 30-day period and diligently completes the cure within a reasonable time without unreasonable cessation of the work.

- 7.03 Remedies for Breach. If the breaching Party does not cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek an action under applicable law, specific performance, mandamus, injunctive relief, and other remedies described in this Agreement; provided, however, (a) the non-breaching Party shall not be entitled to terminate this Agreement, (b) each Party specifically waives any right such Party has or in the future may have to terminate this Agreement unless and until the breach is cured or the alleged breaching party is found through the remedial action to not be in breach, and (c) it is understood and agreed that no Party will seek or recover actual, consequential or any other type of monetary damages or awards.

Notices

To City: City Administrator
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015
Attn: John Hobson
Telephone: 210-698-0900
Fax: 210-698-3565
E-mail: jhobson@fairoaksranchtx.org

To Developer: R.W. Pfeiffer Properties LLC
R.W. Pfeiffer, Manager
418 Ammann Road
Boerne, Texas 78015
Attn: Russell Pfeiffer
Telephone:
Fax:
E-mail:

With Copy to: Trio Residential Developers, Inc. and/or assigns
12345 Alameda Trace Circle, Suite 522
Austin, Texas 78727
Attn: Marc Frease
Telephone: 512-230-7555
E-mail: marc@triodevelopers.com

or to such other address or such other person as the addressee party shall have last designated by Notice to the other party. The inability to deliver a Notice because of a changed address of which no Notice was given or an inoperative facsimile number for which no Notice was given of a substitute number, or any rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept. Any Notice to be given by any party hereto may be given by legal counsel for such party. Telephone numbers are provided herein for convenience only and shall not alter the manner of giving Notice set forth in this section.

ARTICLE IX

General Provisions

- 9.01. Entire Agreement. This Agreement, including the exhibits attached hereto constitutes the entire agreement between Developer and City pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein or in the documents delivered pursuant hereto or in connection herewith, and may not be amended except by a written instrument signed by all Parties and dated subsequent to the date thereof.
- 9.02. No Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 9.03. Governing Law and Venue. This Agreement and the legal relations between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to its principles of conflicts of law. Venue for any action brought to interpret or enforce this Agreement shall be in Bexar County, Texas.
- 9.04. Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been

authorized to do so. Developer warrants that the execution of this Agreement is duly authorized in conformity with the articles of incorporation, bylaws, partnership agreement, or other applicable organizational documents of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so.

- 9.05 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances except to the extent that the severed provision(s) is a dependent substantive term the removal of which affects the intent and effect of the remaining provisions.
- 9.06 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the Developer to perform its obligations under this Agreement, the Parties will cooperate to amend the Agreement in such a manner that is most consistent with the original intent of the Agreement as legally possible.
- 9.07 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon the request of any other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.
- 9.08 Amendment. This Agreement may be amended only with the written consent of all Parties and with approval of the governing bodies of the City and the Developer.
- 9.09 Business Days. As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday, or legal holiday. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday, or legal holiday, the date for performance thereof shall be extended to the next Business Day. Similarly, in the event that the day for the performance of any covenant or obligation under this Agreement involving Escrow Agent shall fall on a Business Day on which Escrow Agent is closed for business to the public the date for performance thereof shall

be extended to the next Business Day on which Escrow Agent is open for business to the public.

- 9.10 Time of Essence. Time shall be of essence with respect to all matters contemplated by this Agreement.
- 9.11 No Third Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City nor the Developer intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City and the Developer. This provision does not apply to Additional Land until Exhibits "A" and "B" are amended according to the provisions of Section 6.02. Further, this provision does not prohibit the Developer from assigning its rights and obligations as allowed in Section 6.01.
- 9.12 Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the party causing the Agreement to be written. The parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel. If any words or phrases in this Agreement have been stricken, whether or not replaced by other words or phrases, this Agreement shall be construed (if otherwise clear and unambiguous) as if the stricken matter never appeared and no inference shall be drawn from the former presence of the stricken matters in this Agreement or from the fact that such matters were stricken.
- 9.13 Counterpart Originals. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.
- 9.14 Binding Agreement. The execution and delivery of this Agreement and the performances of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the City. This Agreement, when duly executed and delivered by each party, constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms herein as of the Effective Date. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto.

- 9.15 Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Developer and City, the Parties agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at or after the Effective Date any and all such further acts, instruments, deeds, and assurances as may be reasonably required to consummate the transaction contemplated hereby.
- 9.16 Attorney's Fees. Should any party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff, or defendant shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both the City and the Developer, all parties will bear its own costs in their entirety.
- 9.17 Binding Effect. The covenants, restrictions, and conditions contained in this Development Agreement will operate as covenants running with the land and will be binding upon the Developer and the City and their respective successors and assigns. The parties agree that upon execution, this Development Agreement shall be filed in the Official Public Records of Kendall and Comal Counties, Texas.

EXECUTED by the parties to be effective on November 20, 2013 (the "Effective Date").

SIGNATURE PAGES TO FOLLOW

CITY:

CITY OF FAIR OAKS RANCH, a Texas General Law Type A city

By:

Cheryl Landman

Name:

Cheryl Landman

Its:

Mayor

Date:

Nov 21, 2013

STATE OF TEXAS

§

§

COUNTY OF

Bexar

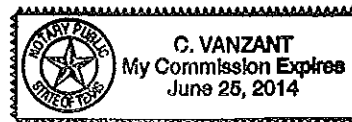
§

BEFORE ME, a Notary Public, on this day personally appeared _____,
Cheryl Landman, a Texas
General Law Type A city, and 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
consideration therein expressed on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL of office this 21 day of November, 2013.

C. Vanzant

Notary Public in and for the State of Texas



DEVELOPER:

R.W. PFEIFFER PROPERTIES, LLC, a Texas limited liability company

By: Russell W Pfeiffer
Name: Russell W Pfeiffer
Its: Manager of LLC
Date: 25 Nov 13

STATE OF TEXAS

§
§

COUNTY OF Kendall County

BEFORE ME, a Notary Public, on this day personally appeared Russell Pfeiffer, Manager of R.W. Pfeiffer Properties, LLC, a Texas limited liability company, and 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 consideration therein expressed on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL of office this 25 day of NOVEMBER, 2013.

James R Taylor
Notary Public in and for the State of Texas

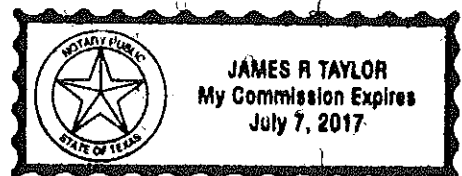


EXHIBIT A

FIELD NOTES FOR 344.65 ACRES

BEING A 344.65 acre tract of land, all of a 344.979 acre tract of land as recorded and conveyed to Russell W. Pfeiffer in Volume 289, Pages 398-400 of the Official Records of Comal County, Texas, and in Volume 137, Page 679 of the Official Records of Kendall County, Texas, out of the David Bradbury Survey No. 214, Abstract No. 989 of Comal County, Texas and the David Bradbury Survey No. 214, Abstract No. 33 of Kendall County, Texas, said 344.65 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod in the east right of way of Ammann Road for the northwest corner of this tract and the southwest corner of a 131.013 acre tract as recorded in Volume 113, Page 834 of the Deed Records of Kendall County, Texas;

THENCE South $88^{\circ} 15' 14''$ East for a distance of 3926.52 feet with a fence the north line of this tract, and the south line of said 131.013 acre tract to a set $\frac{1}{2}$ " iron rod with "ACES" cap at a corner for the northeast corner of this tract, the southeast corner of said 131.013 acre tract and in the west lines of a 140.452 acre tract as recorded in Volume 113, Page 836 of the Deed Records of Kendall County, Texas;

THENCE South $02^{\circ} 11' 11''$ East for a distance of 3822.63 feet with a fence and the west line of said 140.452 acre tract to a set $\frac{1}{2}$ " iron rod with "ACES" cap in the north right of way of Ammann Road for the southeast corner of this tract;

THENCE with the north right of way of Ammann Road and fence the following:

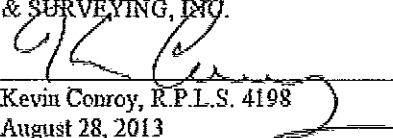
North $88^{\circ} 35' 14''$ West for a distance of 7.43 feet for an angle point;
North $88^{\circ} 26' 14''$ West for a distance of 522.50 feet for an angle point;
North $88^{\circ} 06' 14''$ West for a distance of 318.70 feet for an angle point;
North $87^{\circ} 19' 14''$ West for a distance of 923.90 feet for an angle point;
North $89^{\circ} 33' 14''$ West for a distance of 727.10 feet for an angle point;
North $89^{\circ} 45' 46''$ West for a distance of 830.80 feet for an angle point;
North $89^{\circ} 42' 46''$ East for a distance of 587.60 feet for southwest corner of this tract;

THENCE with the east right of way of Ammann Road and a fence the following:

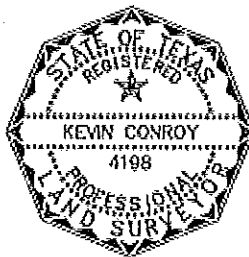
North $44^{\circ} 35' 14''$ West for a distance of 20.60 feet to an angle point;
North $01^{\circ} 59' 14''$ West for a distance of 1933.70 feet for an angle point;
North $02^{\circ} 09' 14''$ West for a distance of 1926.20 feet to the POINT OF BEGINNING
and containing 344.65 acres of land, more or less, in Comal County, and Kendall Counties, Texas.

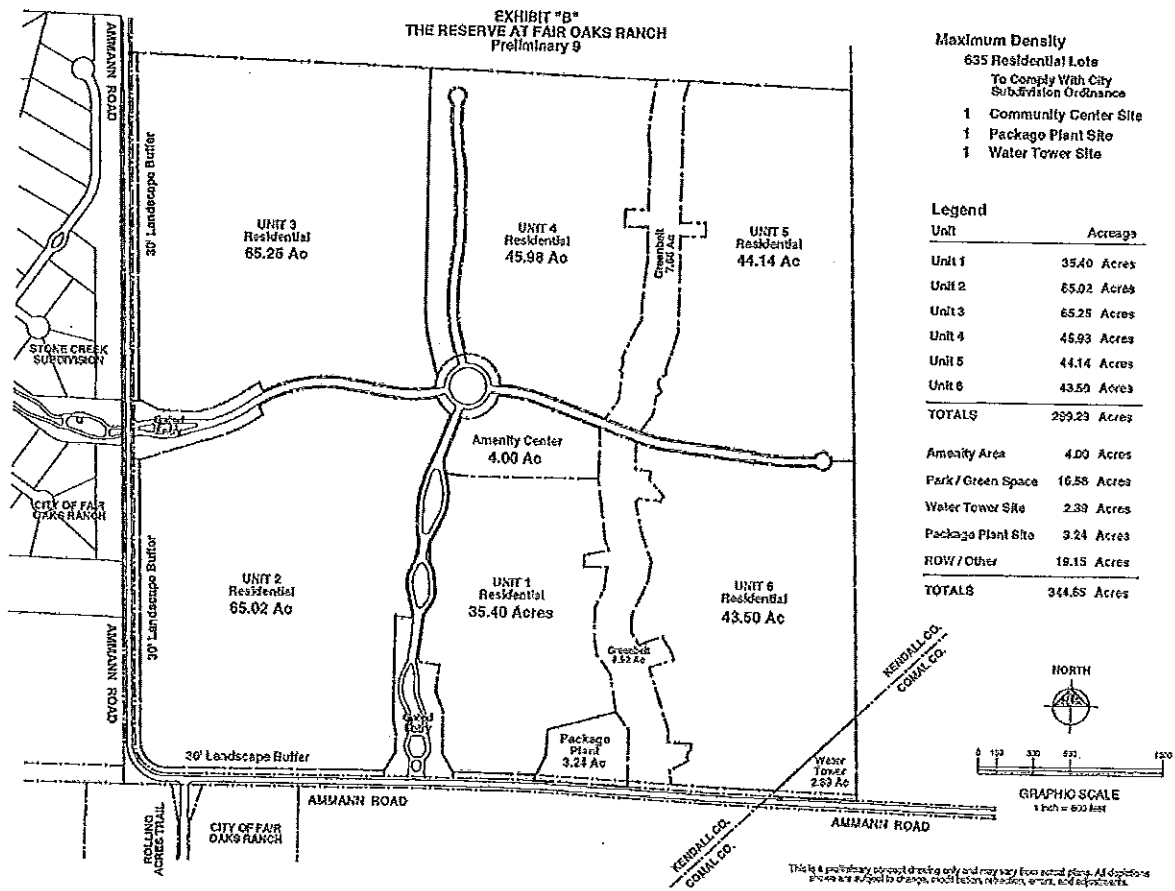
Plat of survey provided.

ALAMO CONSULTING ENGINEERING
& SURVEYING, INC.


Kevin Conroy, R.P.L.S. 4198
August 28, 2013

Job # 115800
DCP/PROJECT/11000/115800/FIELD NOTES FOR 344.65 AC.





Doc # 00283144
Vol 1411 Ps 606

Filed & Recorded in:

KENDALL COUNTY
DARLENE HERRIN
COUNTY CLERK

04/09/2014 3:24PM

Document Number: 00283144
Total Fees : \$98.00

Receipt Number - 45080
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

etc

STATE OF TEXAS, COUNTY OF KENDALL
I hereby certify that this instrument was filed
in File Number Sequence on the date and
at the time stamped hereon and was duly
recorded in the OFFICIAL RECORDS Records of
Kendall County, Texas on

04/09/2014
DARLENE HERRIN, COUNTY CLERK
Kendall County, Texas

By: *PH* Deputy

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
04/10/2014 10:51:06 AM
TERRI 20 Page(s)
201406011766



Joy Streater

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.

Rob Killen
210-448-9980
rob@kk-lawfirm.com

July 17, 2019

Mr. Ronald C. Emmons, P.E.
Public Works Director/City Engineer
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

VIA E-Mail

RE: Request for Presentation to the City of Fair Oaks Ranch at the August 1, 2019 City Council Meeting to Discuss the Development of the Approximately 344 acre Property Commonly Known as the Pfeiffer Tract

Dear Mr. Emmons:

On behalf of Boerne Ranch Estates LLC, owner of the approximately 344 acre property commonly known as the Pfeiffer Tract ("Property"), we are formally requesting the opportunity to make a presentation to the Fair Oaks Ranch City Council on August 1, 2019. We are not asking for any City Council action at this time, but the owner would like to brief the City Council and members of the public on the plans to develop the Property, as well as receive any feedback from City officials that may be appropriate in that forum.

If you have any questions regarding this matter, please do not hesitate to contact me at your convenience at (210) 448-9980, or via email at rob@kk-lawfirm.com.

Sincerely,

By: 
Rob Killen

cc: City Manager Tobin Maples
City Attorney Charles Zech
Mr. Craig Glendenning
Mr. Danny Yoo



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

August 1, 2019

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement with Freese and Nichols, Inc. for engineering and consulting services for Water and Wastewater System Capital Improvement Plan and Maximum Impact Fees Update.

DATE: August 1, 2019

DEPARTMENT: Public Works

PRESENTED BY: Ronald C. Emmons, P.E., Director of Public Works

INTRODUCTION/BACKGROUND:

As required by LGC §395.014, Capital Improvements Plan. (a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. In addition, LGC Section §395.052 Periodic Update of Land Use Assumptions and Capital Improvement Plan required. (a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvement plan at least every five years. The land use assumptions were recently updated during the City's Comprehensive Plan Update in 2018. However, the Water and Wastewater Impact Fees were last updated and adopted on December 14, 2014; therefore, are due for an update by the end of this calendar year per LGC requirements.

Staff recommends that having completed the Water and Wastewater Master Plan, Freese and Nichols, Inc. has the professional qualifications to produce the study and the tools necessary to determine Impact Fee eligible projects from the Master Plan Capital Improvement Plan.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

An update to the plan(s) will provide an overall perspective of the City's development pattern and accuracy of current inventory to determine the capital needs and costs of construction for the service area and population demands projected over the next ten years.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Freese and Nichols, Inc. proposes to perform this state required work for \$72000. Staff budgeted a total of \$ 75,000 for the CIP, LUA and impact fee update within the Enterprise Fund.

LEGAL ANALYSIS:

The included standard Professional Services Agreement was provided by the City's legal council which includes the Scope and Fee as an attachment to the agreement.

Section 2254.004 of the Texas Government Code, titled Contract for Professional Services of Architect, Engineer, or Surveyor, which states;

- (a) In procuring architectural, engineering, or land surveying services, a governmental entity shall:

- (1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
- (2) then attempt to negotiate with that provider a contract at a fair and reasonable price.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a Professional Services Agreement with Freese and Nichols, Inc., for engineering consulting services for Water and Wastewater System Capital Improvement Plan and Maximum Impact Fees Update.

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and Freese & Nichols, Inc. ("Professional").

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit “B” and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Professional’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit “B”. If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit C throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit C, Professional shall maintain the following limits and types of insurance:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

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

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

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least

\$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

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

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

Section 7. Miscellaneous Provisions.

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

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

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

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

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

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty,

shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and

additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Fair Oaks Ranch, Texas and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”) (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bexar County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bexar County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to

the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Section 25. Boycott Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

Section 26. Multiyear contract. “The Parties acknowledge and agree that Article 11, Sections 5 and 7 of the Texas Constitution prohibits municipalities from incurring debt beyond its current budget year without first providing for a 2% percent sinking fund. As this Agreement provides for payment of \$50,000 in the City’s fiscal year ending on September 30, 2019 (FY 18-19) the Parties hereby agree that: **notwithstanding any provision of this Agreement to the contrary the City’s obligation to make payment on this Agreement shall terminate on September 30, 2019, unless City Council, on or before such date, provides in the City’s FY 19-20 budget for the continuation of funding of this Agreement. Should City Council fail to provide such funding for FY 19-20, the City shall have no further financial obligation under this agreement after September 30, 2019, and the Professional shall have no further obligation under this Agreement save and except its obligation to complete all work for which payment was made by City in FY 18-19.** It is City Council’s intent to use its best efforts to obtain and appropriate funds for the FY 19-20 payment.

EXECUTED, by the City on this the _____ day of _____, 20____.

CITY:

PROFESSIONAL:

By: _____
Name: Tobin Maples
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL

Freese & Nichols, Inc.
Attn: Stephanie Neises, P.E.
10431 Morado Circle, Suite 300
Austin, TX 78759

with a copy to:

City Attorney
City of Fair Oaks Ranch, Texas
Attn: Daniel Santee
2517 N. Main Avenue
San Antonio, Texas 78212

Exhibit A

Scope of Services

City of Fair Oaks Ranch Water and Wastewater Impact Fee Update Study

Project Understanding:

Freese and Nichols, Inc. (FNI) understands that the City of Fair Oaks Ranch (City) is seeking to update their water and wastewater impact fees consistent with the requirements of Chapter 395 of the Texas Local Government Code. Data from the recent Water and Wastewater Master Plan will be utilized to update the land use assumptions and capital improvements plan. The study will be coordinated through a Capital Improvements Advisory Committee (appointed by the City) and culminate with adoption through a public hearing process.

Scope of Work:

1. Project Kickoff Meeting: FNI will attend a project kickoff meeting at the City to discuss project scope and schedule. A data request memorandum will be developed and presented at the meeting.
2. Update Land Use Assumptions: FNI will utilize the population projections from the Water and Wastewater Master Plan to update the land use assumptions for 2019 and 2029 conditions.
3. Identify Existing Projects Eligible for Impact Fee Cost Recovery: FNI will review recently completed water and wastewater improvements and determine which projects have excess capacity for future growth.
4. Analyze Proposed Water and Wastewater Projects: FNI will analyze the projects proposed in the Water and Wastewater Master Plan to refine the timing of the recommended improvements. Demand and flow triggers will be developed to identify when the proposed projects are needed.
5. Develop Water and Wastewater Impact Fee CIP: FNI will develop an impact fee CIP based on the existing eligible improvements and the proposed projects identified in the Water and Wastewater Master Plan. Proposed projects will be evaluated and updated to incorporate changes in land use assumptions and potential water supply improvements based on guidance from the City on use of existing groundwater wells. Maps will be prepared showing the proposed water and wastewater capital improvement plan projects included in the impact fee calculations.

6. Conduct Water and Wastewater Capacity Analysis: FNI will utilize water and wastewater models to determine the capacity utilized of each project due to the 10-year growth projections.
7. Calculate Project Costs Eligible for Impact Fee Cost Recovery: FNI will calculate the portion of the project costs that is impact fee eligible based on the capacity analysis. Cost estimates developed as part of the Water and Wastewater Master Plan will be used for the proposed projects. Estimated project costs provided by the City will be used for existing eligible projects.
8. Develop Service Unit Equivalents (SUEs) for Water and Wastewater Systems: FNI will utilize equivalent capacity of water meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year growth conditions.
9. Calculate Maximum Allowable Impact Fees: FNI will develop maximum allowable water and wastewater impact fees using the 50% credit method based on the existing and proposed capital improvement costs to support 10-year growth.
10. Develop Draft Impact Fee Report: FNI will prepare a Draft Water and Wastewater Impact Fee Report showing land use assumptions, water and wastewater impact fee eligible capital improvement costs, and maximum allowable water and wastewater impact fees. An electronic PDF copy will be delivered to City for review.
11. Progress Meetings: FNI will meet with City up to three (3) times to discuss the status of the project and review results of the analysis.
12. Finalize Impact Fee Report: FNI will prepare a final Water and Wastewater Impact Fee Report and deliver an electronic PDF copy and 10 hard copies to the City.
13. Citizen Advisory Committee Presentations: FNI will conduct up to three presentations to the Citizen Advisory Committee and/or the City Council. Topics may include impact fee program overview, summary of land use assumptions and capital improvements plan, or impact fee analysis and results. FNI will prepare presentation materials and exhibits for the Citizen Advisory Committee presentations.
14. Attend City Council Public Hearing: FNI will attend one Public Hearing to present and address questions about the land use assumptions, capital improvements plan, and impact fee calculations.

Exhibit "B"

Compensation

The described services shall proceed upon return of fully executed Professional Services Agreement.

Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

Compensation shall be adjusted as follows:

A lump sum fee of Seventy-Two Thousand Dollars (\$72,000)

Exhibit "C"

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Dr. Suite 980 McLean VA 22102		CONTACT NAME: PHONE (A/C, No, Ext): 703-827-2277 E-MAIL: admin@amesgough.com ADDRESS: FAX (A/C, No): 703-827-2279	
INSURED Freese and Nichols, Inc. 4055 International Plaza, Suite 200 Fort Worth TX 76109		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company (CNA) NAIC # 20443 INSURER B: Hartford Casualty Insurance Company 29424 INSURER C: Trumbull Insurance Company A+ (XV) 27120 INSURER D: Hartford Fire Insurance Company A+ 19682 INSURER E: Property and Casualty Insurance Com 34690 INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 627794432

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			42UUNNI6224	10/23/2018	10/23/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			42UENNI6305	10/23/2018	10/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE			42RHUNI5748	10/23/2018	10/23/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	42WBCU2821	10/23/2018	10/23/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			AEH008214422	10/23/2018	10/23/2019	5,000,000 / per claim 10,000,000 aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Fair Oaks Ranch 7286 Dietz Elkhorn Fair Oaks Ranch TX 78015	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01)

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CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
August 1, 2019

AGENDA TOPIC: Discussion & possible action regarding council chamber's sound system and recording capabilities.

DATE: August 1, 2019

DEPARTMENT: City Council

PRESENTED BY: Council Member Hartpence, Place 3

INTRODUCTION/BACKGROUND:

Council Member Hartpence requested this agenda item.

- Recent budget history and staff activity associated with sound/recording improvements is as follows:
 - o FY 17-18 budget: \$11K programmed. Improvements did not advance due to prioritization of staff capacity and the decision late in the FY to include the improvements in the city hall repurposing project programmed for the following FY.
 - o FY 18-19 budget: \$250 K programmed for repurposing city hall and the former police building. All bids were rejected so sound/recording improvements have not advanced.
- Subchapter B., Section 551.021 and Section 551.022 of the Government Code (attached) establishes the governmental body's requirements for Minutes or Recordings of Open Meetings.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

TBD

LONGTERM FINANCIAL & BUDGETARY IMPACT:

TBD

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

No formal action is required but the City Manager would appreciate receiving general direction and insight from Council prior to allocating staff resources to this cause.

SUBCHAPTER B. RECORD OF OPEN MEETING

Sec. 551.021. MINUTES OR RECORDING OF OPEN MEETING REQUIRED.

(a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body.

(b) The minutes must:

- (1) state the subject of each deliberation; and
- (2) indicate each vote, order, decision, or other action taken.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 2, eff. May 18, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 3, eff. May 18, 2013.

Sec. 551.022. MINUTES AND RECORDINGS OF OPEN MEETING: PUBLIC RECORD. The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body's chief administrative officer or the officer's designee.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 4, eff.



CITY COUNCIL REPORT

CITY OF FAIR OAKS RANCH, TEXAS

August 1, 2019

AGENDA TOPIC: Home Rule Charter Penalty Clause Committee Report on enacting an ordinance adopting a criminal penalty for City Charter violations

DATE: August 1, 2019

DEPARTMENT: Administration

PRESENTED BY: Home Rule Charter Penalty Clause Committee

INTRODUCTION/BACKGROUND:

On February 7th of this year, after receiving input from the City Attorney on the Home Rule Charter provision of enacting an ordinance adopting a criminal penalty for charter violations, City Council agreed a citizen advisory committee would be established to review the matter and to advance a recommendation to the City Council. On March 7th City Council approved the following documents and process:

- Guidelines for the Penalty Clause Committee inclusive of scope of work, membership, and conduct of meetings.
- Application for Committee Appointment and posting of application on various platforms
- City Council reviews applications and makes appointments.

On May 2, 2019, the City Council appointed Committee members R. Nichols, A. Waterman, E. Damstra, J. Burton, and J. Collins. On July 8, 2019, the Committee met with the City Attorney to discuss criminal penalties for charter violations in relation to the U.S. Constitution, Texas Statutes, and provisions of the Home Rule City Charter and, to advance an actionable recommendation to the City Council no later than October 3, 2019.

Today's agenda item is to provide City Council with the Committee's report (Exhibit A attached) recommending provisions for a city ordinance pursuant to the city's Charter section 7.15A:

"Any person who by himself or with others violates any provision of this Charter shall, in addition to any penalty, be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than \$500. City Council shall enact an ordinance enforcing this section".

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Complies with the requirement of the City Charter, Section 7.15A in developing an ordinance to enforce a criminal penalty for violation of provisions of the City Charter.
2. Complies with the City Council's desire to have a citizen review committee in the process.
3. Provides transparency.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

City Attorney:

1. Was a participant of the Committee
2. Reviewed the Committee's Report to form
3. Assisted in the creation of the proposed ordinance

RECOMMENDATION/PROPOSED MOTION:

Provide staff with direction on placing the proposed ordinance on a future City Council meeting agenda for consideration and action.

**HOME RULE CHARTER PENALTY CLAUSE COMMITTEE
REPORT**

Charge #1: Review the matter (enactment of an ordinance enforcing Section 7.15A of the Charter) in relation to the U.S. Constitution, Texas statutes, and provisions of the Home Rule Charter.

Committee members in attendance: Jane Burton, Ellen Damstra, Art Waterman, Rich Nichols

Committee member absent: John Collins

Staff in attendance: City Attorney and Assistant City Manager

- Held on July 8, 2019
- Reviewed and discussed Committee guidelines, applicable city charter sections, and proposed amending ordinance of Feb. 2019
- Attorney answered all questions and provided additional information regarding the City Charter creation, state and federal laws, and definition of criminal offense
- Subsequent meeting was held with John Collins and Assistant City Manager to review and discuss the Committee's meeting discussion and recommendation

Charge #2: Determine and advance actionable recommendation to the City Council not later than the first regular City Council meeting in October 2019.

The Committee recommends the following relative to the proposed Ordinance (attached):

A. Adding a Gender definition to the amending Ordinance; and,

B. Include, in the amending Ordinance, the following prohibitions and penalty clause from the City Charter:

Section 3.10 - Prohibitions

Holding other office. Except where authorized by law, no Member of City Council shall hold any other City office or employment by the City during the term for which he was elected to the City Council, and no former Member of City Council shall hold any compensated appointive city office or employment until one (1) year after the expiration of the term for which he was elected to the City Council.

Appointments and Removals. Neither the City Council nor any City Council Member shall in any manner dictate the appointment or removal of any city administrative officers or

employees whom the City Manager or any of his subordinates are empowered to appoint, unless otherwise provided in the City Charter.

Exception. The City Council may, at a properly noticed meeting, express its views and fully and freely discuss with the City Manager anything pertaining to appointment and removal of such officers and employees.

Interference with Administration. Except for the purpose of inquiries, unless otherwise provided for in the City Charter, City Council Members shall deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the City Council nor City Council Members shall give orders to any such officer or employee, either publicly or privately.

7.15 – Penalty Clause

Any individual who violates any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a class C misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Five Hundred Dollars (\$500.00). Each continuing day's violation under this Ordinance shall constitute a separate offense.

And;

C. Exclude, from the amending Ordinance, the following prohibitions from the City Charter; and,

Section 7.01 - Conflict of Interest Prohibition

For purposes of this Section the term "City Official" means any individual subject to the requirements of Texas Local Government Code, Chapter 171. It is hereby prohibited for Members of City Council or a City Official to violate the rules and regulations regarding conflicts of interests as set out in the Texas Local Government Code, Chapter 171.

Reason: Addressed and covered by State Law

Section 7.02 - General Prohibitions

1. In appointments to and removal from any City office or employment, persons shall not be favored or discriminated against because of race, sex, political or religious opinions, or religious affiliations.

Reason: An unnecessary risk as other remedies are provided for such as EOC claims.

2. No person who seeks appointment or promotion with respect to any City position or appointive City administrative office shall directly or indirectly give, render or pay any money, service or other valuable thing to any person for or in connection with his test, appointment, proposed appointment, promotion or proposed promotion.

Reason: Bribery is addressed and covered by State Law.

3. No City official or employee, elected or appointed, shall orally, by letter, or otherwise solicit or assist in soliciting any assessment, subscription, or contribution for any political party or political purpose whatever from any subordinate city official or employee holding any compensated City position.

Reason: Potential violation of the First Amendment.

4. No person who holds any compensated City position shall solicit or receive any contribution to the campaign funds of any candidate for municipal office or take any part in the management, affairs, or political campaign of any municipal candidate.

Reason: Potential violation of the First Amendment

Sec. 3.10. - Prohibitions.

Admission of liability. Neither the City Council nor Members of City Council shall accept or admit liability or pay any claim for damages asserted against the City without first obtaining a written opinion from the City Attorney regarding the City's liability therein.

Reason: Potential violation of the First Amendment

AN ORDINANCE

OF THE CITY OF FAIR OAKS RANCH AMENDING THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 8 “OFFENSES AND NUISANCES” BY ADDING ARTICLE 8.04 “VIOLATIONS OF THE CITY CHARTER”; AND PROVIDING FOR A PENALTY OF UP TO \$500.00 PER VIOLATION

WHEREAS, on May 6, 2017 the City of Fair Oaks Ranch held an election on the adoption of a Home Rule Charter and the Home Rule Charter was adopted by the citizens of the City of Fair Oaks Ranch; and

WHEREAS, the City Charter includes a criminal provision for violation of any provision of the Charter;

WHEREAS, the Texas Government Code Section 29.003 provides for the original and concurrent jurisdiction of municipal courts; and

WHEREAS, the original and concurrent jurisdiction of a municipal court does not include violations of a City’s Charter; and

WHEREAS, the City’s municipal court does have original jurisdiction over ordinances adopted by the municipality punishable consistent with Section 29.003; and

WHEREAS, on February 7, 2019, the City Council established a citizen advisory committee to review the criminal penalties for city charter violations in relation to the U.S. Constitution, Texas Statutes, and provisions of the Home Rule City Charter; and

WHEREAS, on July 8, 2019, the Home Rule Charter Penalty Clause Committee met to review the matter and on August 1, 2019, advanced their recommendations to City Council; and,

WHEREAS, the City Council hereby finds and determines it necessary to adopt an ordinance to enforce certain provisions of the City Charter consistent with the City Charter and Texas and federal law.

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

Section 1. The City of Fair Oaks Ranch Code of Ordinances Chapter 8 is amended as follows:

Article 8.04 Violations of the City Charter

Sec. 8.04.001 – Definitions

1. “City Council Member” and “Member of City Council” means the Mayor and Council Members.
2. The gender of the wording throughout this Article shall always be interpreted to mean either sex.

Sec. 8.04.002 – Specific Acts Prohibited

The following acts are specifically prohibited from being intentionally and knowingly violated:

1. Holding other office. Except where authorized by law, no Member of City Council shall hold any other City office or employment by the City during the term for which he was elected to the City Council, and no former Member of City Council shall hold any compensated appointive city office or employment until one (1) year after the expiration of the term for which he was elected to the City Council.
2. Appointments and Removals. Neither the City Council nor any City Council Member shall in any manner dictate the appointment or removal of any city administrative officers or employees whom the City Manager or any of his subordinates are empowered to appoint, unless otherwise provided in the City Charter.
 - a. Exception. The City Council may, at a properly noticed meeting, express its views and fully and freely discuss with the City Manager anything pertaining to appointment and removal of such officers and employees.
3. Interference with Administration. Except for the purpose of inquiries, unless otherwise provided for in the City Charter, City Council Members shall deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the City Council nor City Council Members shall give orders to any such officer or employee, either publicly or privately.

Sec. 8.04.003 – Penalties

1. Any individual who violates any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a class C misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Five Hundred Dollars (\$500.00). Each continuing day's violation under this Ordinance shall constitute a separate offense.

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

Section 3. All ordinances and codes, 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 resolved herein.

Section 4. That all rights and privileges of the City are expressly saved as to any and all violations of the provision of any ordinances repealed by this ordinance which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violation and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

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

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED and APPROVED on the first reading this 1st day of August, 2019.

PASSED, APPROVED and ADOPTED on the second reading this 15th day of August, 2019.

CITY OF FAIR OAKS RANCH, TEXAS

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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



CITY COUNCIL REPORT

CITY OF FAIR OAKS RANCH, TEXAS

August 1, 2019

AGENDA TOPIC: Quarterly Public Works Project Update Report
DATE: August 1, 2019
DEPARTMENT: Public Works
PRESENTED BY: Ronald C. Emmons, P.E, Public Works Director

INTRODUCTION/BACKGROUND:

City Staff will provide an ongoing update on project status within the purview of the Public Works Department.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

N/A

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

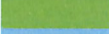
RECOMMENDATION/PROPOSED MOTION:

Discussion, no formal action required but Council insight and general direction is appreciated.

Schedule of FY 18-19 Capital Improvement Projects													FY	
Project/Program	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	19-20	20-21+
EPA program - Vacuum Jetter														
EPA program - Camera														
Replacement Generators														
Collection System Rehab														
Digester Planning														
Impact Rate Study														
Utility Rate Analysis														
Creek Crossings West - fix exposed water line														
SCADA Data Project	Project is being re-examined for viability													
Sludge Dewatering Box	Project was cancelled													
Customer Online Bill Viewer														
North Elevated Storage Tower														
Engineering Design Phase														
Construction Phase														
Planning/Design Phase Execution Phase Deliverable Expected * Schedule may slide depending on status of Master Water/Wastewater Plan.														

Schedule of FY 18-19 Capital Improvement Projects													FY	
Project/Program	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	19-20	20-21+
Master Land Use Plan														
Subdivision Regulations														
Master Land Use Plan														
Zoning Regulations														
Development Handbook														
Building Improvements														
Architectural Design														
Old PD Building - Construction														
City Hall - Construction														

Schedule of FY 18-19 Operational Projects													FY	
Project/Program	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	19-20	20-21+
FM 3351 Expansion														
TxDot Preliminary Planning & Design														
TxDot Construction														
Stormwater Funding														

 Planning/Design Phase
 Execution Phase
 Deliverable Expected



CITY COUNCIL REPORT

CITY OF FAIR OAKS RANCH, TEXAS

August 1, 2019

AGENDA TOPIC: Presentation of Quarterly Financial and Investment Report- Q2 2019
DATE: August 1, 2019
DEPARTMENT: Finance
PRESENTED BY: Sarah Buckelew, Finance Director

INTRODUCTION/BACKGROUND:

Pursuant to Texas Government Code Section 2256.023 and the City's Investment Policy Section 12, the Finance Director is required, on a quarterly basis, to prepare and submit to City Council a written report of investment transactions that have occurred since the previous report, and the market value of the current investments.

The attached presentation is being made to comply with the Q2 2019 reporting requirements.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

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

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The investment portfolio shall be managed in accordance with the objectives specified in the investment policy (safety, liquidity, diversification, and yield). The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.

LEGAL ANALYSIS:

Not applicable at this time.

RECOMMENDATION/PROPOSED MOTION:

This presentation is for informational purposes only and to comply with requirements under Texas Government Code Section 2256.023 and the City's Investment Policy.



June 2019

QUARTERLY FINANCIAL REPORT



About This Quarterly Financial Report

This report has been prepared by the City of Fair Oaks Ranch Finance Department. The Quarterly Financial Report is intended to provide our users (internal and external) with information regarding the City's financial position. This report includes information for the quarter ending June 30, 2019.

This report is presented in three sections.

1. The Executive Dashboard section contains a high level summary of the major operating funds using graphic illustrations and key economic indicators. Narrative disclosures are also included to highlight any significant changes or fluctuations.
2. The Financial Summary section reports the performance of the major operating funds of the City. In addition, the report provides financial reports on a departmental level.
3. The Quarterly Investment Report provides a summary of the City's investment portfolio, interest earnings and a brief market outlook.

The Quarterly Financial Report is intended to provide our users with timely and relevant information. Please provide us with any comments or suggestions you may have. If you would like additional information, feel free to contact me.



Sarah Buckelew
Director of Finance

7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015
210-698-0900

Section **1**

City of Fair Oaks Ranch
Quarterly Financial Report
June 2019

Executive Dashboards



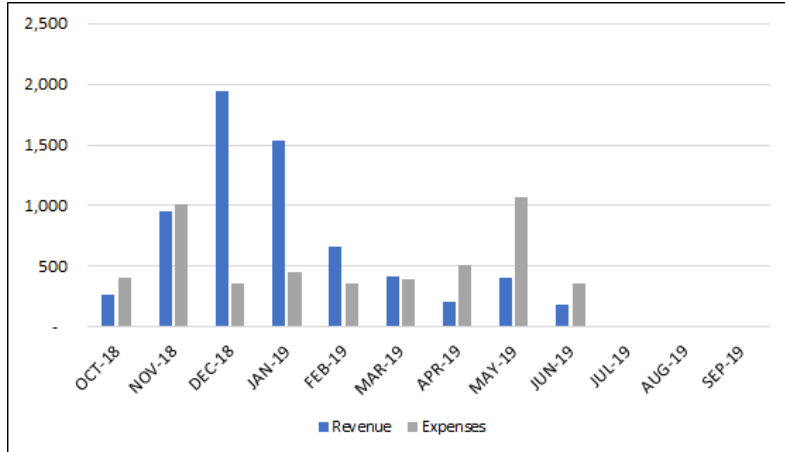
City of Fair Oaks Ranch, Texas

General Operations Executive Dashboard

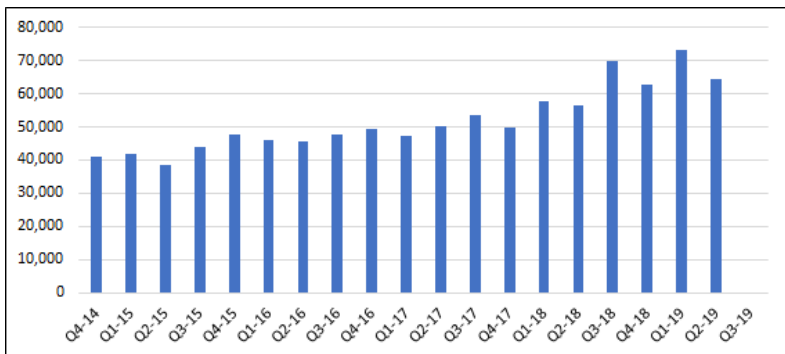
Revenue & Expenses (in thousands)

	FY 18-19 Annual Budget	FY 18-19 Annual Projection	FY 18-19 % Variance
Beginning Fund Balance as of 9/30/2018	2,900,376	2,757,377	-4.9%
Revenues:			
Taxes	5,739,835	5,857,495	2.0% (a)
Franchise Fees	566,500	607,189	7.2% (b)
Interest	63,500	113,500	78.7% (c)
Permits	272,700	271,525	-0.4%
Animal Control	3,400	3,675	8.1%
Fines & Forfeitures	127,570	127,570	0.0%
Fees & Services	230,034	221,634	-3.7%
Miscellaneous Income	20,100	25,384	26.3%
Total Revenues	7,023,639	7,227,973	2.9%
Transfers in	268,250	227,706	-15.1%
Total Revenues	7,291,889	7,455,679	2.2%
Expenditures:			
Personnel	4,196,827	3,746,437	-10.7% (d)
Maintenance & Ops	289,803	293,034	1.1%
Professional Services	1,012,618	960,894	-5.1%
Shared Services	337,592	344,242	2.0%
Capital Outlay	285,600	281,443	-1.5%
Debt Service	-	-	0.0%
Transfers	1,169,449	1,167,740	-0.1%
Total Expenditures	7,291,889	6,793,790	-6.8%
Net Income	-	661,889	
Ending Fund Balance	2,900,376	3,419,266	17.9%

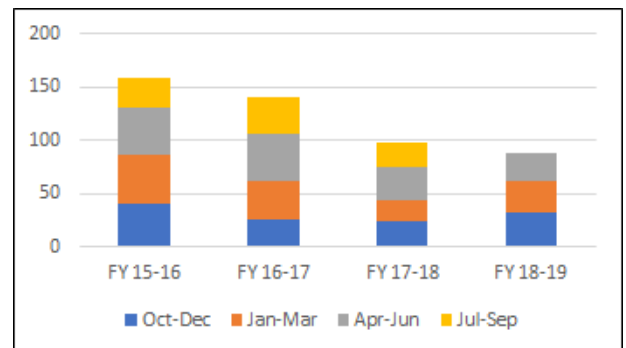
- (a) Projection includes anticipated increase in mixed beverage tax receipts.
as well as anticipated increase in sales tax receipts.
- (b) Projection includes anticipated increase in CPS and Garbage Recycling Franchise Fees.
- (c) Budgeted interest was conservative and did not consider potential or unknown interest increases by the Fed.
- (d) Projection includes decrease in personnel costs due to delay of hiring new FTE's for City Campus renovations.



Sales Tax Monthly Average by Quarter

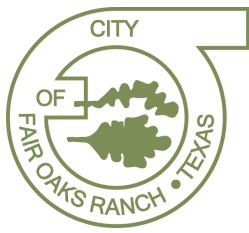


New Residential Building Permits Issued



Key Trends

- Projected surplus is due to an overall increase in revenue of \$204k and savings in personnel of \$450k due to a delay in hiring approved FTE's until the campus renovation resumes.
- Expenses peaked in May-19 due to a transfer of funds for Street Maintenance and Stormwater Utility Analysis to the SAP Fund.



City of Fair Oaks Ranch, Texas

Strategic Action Plan (SAP) Dashboard

	FY 18-19 Annual Budget	FY 18-19 Annual Projection	FY 18-19 % Variance
Beginning Fund Balance as of 9/30/2018	167,310	223,508	33.6%
Resources:			
Transfer from General Fund	857,711	857,711	0.0%
Total Resources	857,711	857,711	0.0%
Expenditures:			
Master Land Use Plan	60,000	60,000	0.0%
Master Drainage Plan	120,000	7,679	-93.6%
MS4 and SSO Permitting	-	34,492	0.0%
Bldg/Bldg Improvement	488,149	23,670	-95.2%
Total Expenditures	668,149	125,841	-81.2%
Net Income	189,562	731,870	
Transfer To/(From)			
Allocated Fund Balance	(38,149) (a)	504,159	
Transfer To/(From)			
Unallocated Fund Balance	227,711	227,711	
Ending Fund Balance	356,872	955,378	167.7%

(a) Budgeted transfer of \$38,149 from Allocated Fund Balance to the City Hall Bldg work not completed in previous fiscal year.

SAP Fund Balance Project Allocations and Fund Balance				
	Fund Balance			Fund Balance
	Actual	Budgeted	Projected	Projected
	2017-18	Funding	Spend	9/30/2019
Update Subdivision Regulations	-	-	-	-
Master Land Use Plan	-	60,000	(60,000)	-
Annexation Plan	-	-	-	-
Master Drainage Plan	-	120,000	(7,679)	112,321
Zoning Regulations	-	-	-	-
Development Handbook	-	-	-	-
Master Roadway	-	-	-	-
MS4 and SSO Permitting	-	-	(34,492)	(34,492)
Land/Land Improvement	-	-	-	-
Bldg/Bldg Improvement	38,145	450,000	(23,670)	464,475
Infrastructure (Roads)	-	-	-	-
Personal Property	-	-	-	-
Unallocated Fund Balance	185,363	227,711	-	413,074
Total Fund Balance	223,508	857,711	(125,841)	955,378



City of Fair Oaks Ranch, Texas

Utility Operations Dashboard

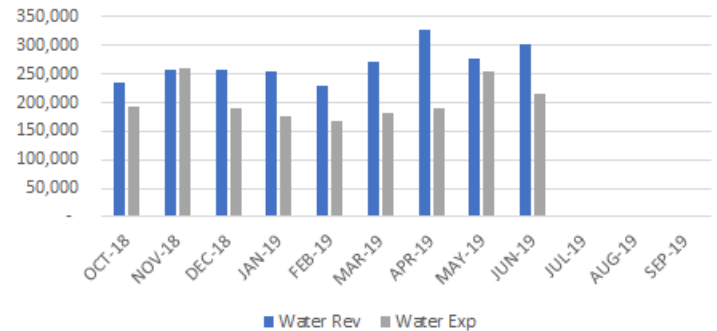
Water Utility			
	FY 18-19 Annual Budget	FY 18-19 Annual Projection	FY 18-19 % Variance
Water Revenues	3,804,008	3,559,373	-6.4%
Water Operating Expenses			
Personnel	717,398	647,778	-9.7%
Maintenance & Ops	1,734,543	1,714,773	-1.1%
Services	47,081	158,542	236.7%
Total Ops Expense	2,499,022	2,521,093	0.9%
Operating Income	1,304,986	1,038,280	-20.4%
Capital Outlay	1,015,038	184,602	-81.8%
Lease Interest Costs	82,729	82,729	0.0%
Transfers & Non-Cash Adjus	(280,334)	347,072	-223.8%
Net Income/(Loss)	487,553	423,877	-13.1%

Wastewater Utility			
	FY 18-19 Annual Budget	FY 18-19 Annual Projection	FY 18-19 % Variance
Wastewater Revenues	1,064,661	1,103,319	3.6%
Wastewater Operating Expenses			
Personnel	611,820	538,912	-11.9%
Maintenance & Ops	662,906	663,367	0.1%
Services	1,162	1,162	0.0%
Total Ops Expense	1,275,887	1,203,441	-5.7%
Operating Income	(211,226)	(100,122)	-52.6%
Capital Outlay	773,038	519,479	-32.8%
Lease Interest Costs	15,758	15,758	0.0%
Transfers & Non-Cash Adjus	(298,814)	(186,455)	-37.6%
Net Income/(Loss)	(701,208)	(448,904)	-36.0%

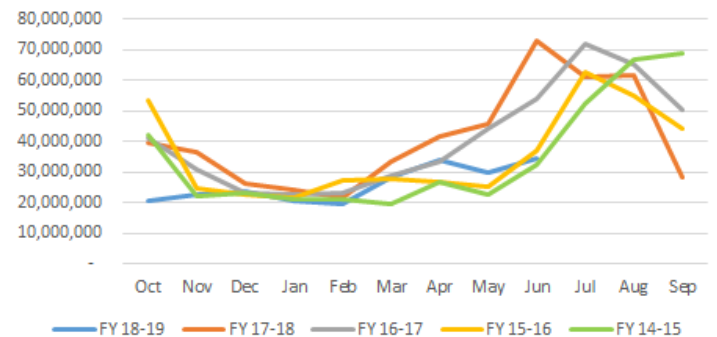
Key Trends

- ▶ Water residential revenue is projected to be under budget \$200k.
- ▶ Water services are projected to be over budget due to legal fees.
- ▶ Expenses were high in May for Water and Wastewater due to capital purchases of 2 new utility trucks and lift station pump.
- ▶ Several capital projects and rate studies are being deferred to next fiscal year. Detail can be found in Section 2 of this Quarterly Report.

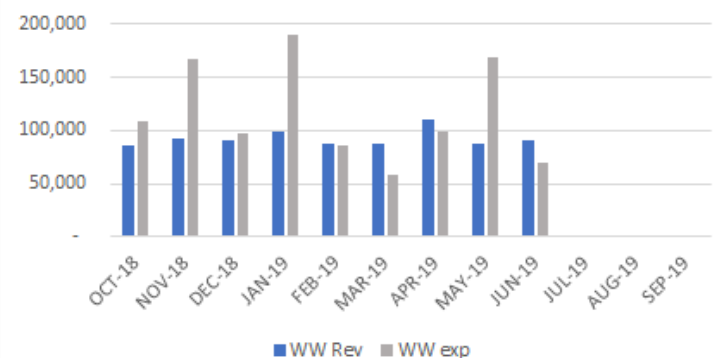
Water Utility Revenue and Expenses



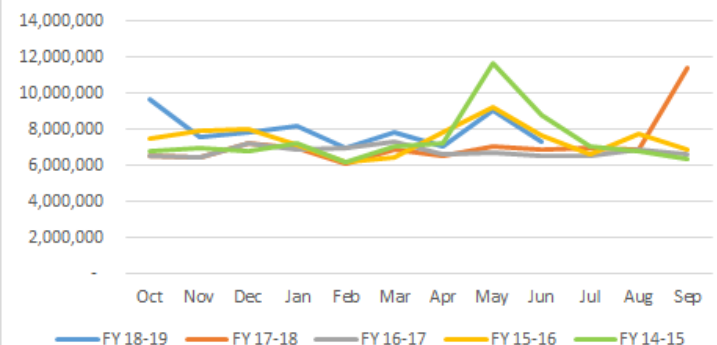
Water Billed Consumption (gallons)



Wastewater Utility Revenue and Expenses



Wastewater Treated (gallons)



Section 2

City of Fair Oaks Ranch Quarterly Financial Report June 2019

This report is designed for internal use and does not include all the funds and accounts included in the City of Fair Oaks Ranch operations. The information provided is unaudited; for a complete audited report, please refer to the City of Fair Oaks Ranch Comprehensive Annual Financial Report, available through the City's Finance Department, City Secretary's Office, or on the City's website.

FINANCIAL SUMMARY

Governmental Funds Projected 2018-19

	General Operations	General CIP/SAP	General Equip Repl	General Fund Total	Debt Service	Bond Street Improvements	Total Governmental
Beginning Fund Balance 10.01.18	2,757,377	223,508	760,599	3,741,483	8,605	456,344	4,206,432
Revenues:							
Taxes	5,857,495	-	-	5,857,495	560,037	-	
Franchise Fees	607,189	-	-	607,189	-	-	
Interest	113,500	-	-	113,500	1,300	9,000	
Permits	271,525	-	-	271,525	-	-	
Animal Control	3,675	-	-	3,675	-	-	
Fines & Forfeitures	127,570	-	-	127,570	-	-	
Fees & Services	221,634	-	-	221,634	-	-	
Miscellaneous Income	25,384	-	-	25,384	-	-	
Transfers from Other Funds	227,706	857,711	160,503	1,245,920	-	7,000	
Total Available Resources	7,455,679	857,711	160,503	8,473,893	561,337	16,000	9,051,230
Expenditures:							
Personnel	3,746,437			3,746,437	-		
Supplies, Maintenance & Operations	293,034			293,034	-		
Professional Services	960,894	102,170		1,063,065	-	472,344	-
Shared Services	344,242			344,242	-		
Capital Outlay	281,443	23,670		305,113	-		
Debt Service	-			-	552,409		
Transfers & Non-Cash Adjustments	1,018,214		234,706	1,252,920	-		
Total Expenditures	6,644,264	125,841	234,706	7,004,811	552,409	472,344	8,029,564
Revenue Over/(Under) Expenditures	811,415	731,870	(74,203)	1,469,082	8,928	(456,344)	1,021,666
Transfer to 6 month Reserve	151,235						
Transfer to Allocated Fund Balance	-						
Transfer to Restricted Fund Balance	(1,710)						
Change in Unallocated Fund Balance	661,889						
Ending Fund Balance	3,568,792	955,378	686,396	5,210,565	17,533	0	5,228,098

Projection of Fund Balances at 9/30/2019

	ACTUAL 9/30/2018	CLOSE-OUT 9/30/2019	PROJECTION 9/30/2019
Non-spendable	54,260	-	54,260
Restricted			
Court Technology	15,700	(7,200)	8,500
Court Security Building	52,996	3,200	56,196
Court Efficiency	333	70	403
Felony Forfeiture	5,514	396	5,909
LEOSE Funds	8,087	1,825	9,911
PEG Fees	4,319	-	4,319
Debt Service	8,605	8,928	17,533
Roadway Bond Project	456,344	(456,344)	0
Total Restricted	551,897	(449,126)	102,771
Committed	-	-	-
Assigned			
SAP and Capital Projects	223,508	731,870	955,378
Equipment Replacement	760,599	(74,203)	686,396
Legal Reserve	50,000	-	50,000
6 month Operating	2,566,169	151,235	2,717,404
	3,600,275	808,902	4,409,178
Unassigned	-	661,889	661,889
Governmental Fund Balances	4,206,432	1,021,666	5,228,098

General Operations Year-to-Date Summary
June 30, 2019
75% of Fiscal Year

	Budget	Projection		Budget vs Projection	Year-to Date Actual	Percent of Budget	Budget Surplus / (Deficit)
Revenues:							
Taxes	5,739,835	5,857,495 (a)		117,660	5,541,446	96.5%	(198,389)
Franchise Fees	566,500	607,189 (b)		40,689	318,647	56.2%	(247,853)
Interest	63,500	113,500 (f)		50,000	104,947	165.3%	41,447
Permits	272,700	271,525		(1,175)	189,568	69.5%	(83,132)
Animal Control	3,400	3,675		275	2,790	82.1%	(610)
Fines & Forfeitures	127,570	127,570		-	105,723	82.9%	(21,847)
Fees & Services	230,034	221,634		(8,400)	158,731	69.0%	(71,303)
Miscellaneous Income	20,100	25,384		5,284	16,136	80.3%	(3,964)
Transfers	268,250	227,706 (e)		(40,544)	130,207	48.5%	(138,043)
Total Available Resources	7,291,889	7,455,679		163,789	6,568,195	90.08%	(723,695)
Expenditures:							
Personnel	4,196,827	3,746,437 (c)		(450,390)	2,740,791	65.31%	1,456,036
Supplies, Maintenance & Operations	289,803	293,034		3,231	126,578	43.68%	163,225
Professional Services	1,012,618	960,894 (d)		(51,724)	642,139	63.41%	370,479
Shared Services	337,592	344,242		6,650	242,971	71.97%	94,621
Capital Outlay	285,600	281,443		(4,157)	148,193	51.89%	137,407
Debt Service	-	-		-	-	0.00%	-
Transfers & Non-Cash Adjustments	1,169,449	1,167,740		(1,709)	1,169,449	100.00%	-
Total Expenditures	7,291,889	6,793,790		(498,099)	5,070,121	69.53%	2,221,768
Revenue Over / (Under) Expenditures	-	661,889		661,889	1,498,074		1,498,073

(a) Projection includes anticipated increase in mixed beverage tax receipts and sales tax receipts

(b) Projection includes anticipated increase in CPS and Garbage Recycling Franchise Fees

(c) Projection includes decrease in personnel costs due to delay of hiring new FTE's for City Campus renovations.

(d) Projection includes decrease in Judge and Prosecutor billable hours due to court efficiency process changes.

(e) Transfer from equipment replacement fund not necessary for one patrol vehicle that was not able to be purchased

(f) Budget did not anticipate increases in the Fed Fund Rate throughout the year, which resulted in higher interest earnings

Revenue Detail
June 30, 2019
75% of Fiscal Year

Revenue Type	Budget	Projection	Year-to-Date Actual	Percent of Budget	Surplus / (Deficit)	Comments
Taxes						
General Property	4,999,835	5,051,135	5,008,740	100.2%	8,905	Collections through June.
Delinquent Property	30,000	15,000	8,293	27.6%	(21,707)	Collections through June.
Penalty & Interest	15,000	37,029	37,029	246.9%	22,029	Collections through June.
Mixed Beverage	20,000	26,351	11,346	56.7%	(8,654)	Quarterly collections through Q1-19 received.
Local Sales	450,000	485,000	317,150	70.5%	(132,850)	Collections through April received.
Street Maintenance	112,500	121,490	79,444	70.6%	(33,056)	Collections through April received.
Property Reduction	112,500	121,490	79,444	70.6%	(33,056)	Collections through April received.
Total Taxes	5,739,835	5,857,495	5,541,446		(198,389)	
Franchise Fees						
Time Warner Cable	62,000	62,000	33,223	53.6%	(28,777)	Quarterly fees received through Q1-19.
GVTC Cable/Telephone	72,000	72,000	37,537	52.1%	(34,463)	Quarterly fees received through Q1-19.
AT&T Cable/Telephone	21,000	21,000	10,470	49.9%	(10,530)	Quarterly fees received through Q1-19.
Miscellaneous	1,500	1,500	317	21.1%	(1,183)	Quarterly fees received through Q4-18.
City Public Service	330,000	370,000	194,386	58.9%	(135,614)	Quarterly fees received through February.
Pedernales Electric Company	41,000	41,000	20,412	49.8%	(20,588)	Quarterly fees received through Q1-19.
Grey Forest Utilities	10,500	10,500	7,416	70.6%	(3,084)	Quarterly fees received through Q1-19.
Garbage Regular	27,000	27,000	13,177	48.8%	(13,823)	Quarterly fees received through Q1-19.
Garbage Recycling	1,500	2,189	1,710	114.0%	210	Collections through May.
Total Franchise Fees	566,500	607,189	318,647		(247,853)	
Interest						
Bank/Investment Interest	63,500	113,500	104,947	165.3%	41,447	Interest estimates did not consider Fed rate increases.
Total Interest	63,500	113,500	104,947		41,447	
Permits						
New Residential Permits	200,200	200,200	136,268	68.1%	(63,932)	Budgeted permits posted in PY, no new commercial this year.
New Commerical Permits	2,600	-	-	0.0%	(2,600)	
Remodeling/Additions	31,200	31,200	23,130	74.1%	(8,070)	
Other BC and Permits	26,000	26,000	18,620	71.6%	(7,380)	
Contractor Registration	10,000	10,000	7,425	74.3%	(2,575)	Due to an overall increase in food permits issued.
Food/Health	2,700	4,125	4,125	152.8%	1,425	
Total Permits Costs	272,700	271,525	189,568		(83,132)	
Animal Control						
Pet Licenses	1,500	1,775	1,675	111.7%	175	
Pet Impound/Quarantine	1,900	1,900	1,115	58.7%	(785)	
Total Animal Control	3,400	3,675	2,790		(610)	
Fines & Forfeitures						
Municipal Court Fines	120,000	120,000	99,539	82.9%	(20,461)	
Municipal Court Security	3,200	3,200	2,625	82.0%	(575)	
Municipal Court Technology	4,300	4,300	3,501	81.4%	(799)	
Municipal Court Efficiency	70	70	58	83.4%	(12)	
Total Fines & Forfeitures	127,570	127,570	105,723		(21,847)	
Fees & Services						
FORU Management	194,884	179,884	119,678	61.4%	(75,206)	Projection in line with decrease in Utility revenue projections.
Special Fees	4,900	10,400	8,773	179.0%	3,873	Due to fee increases effective Jan 1.
FORMDD Management	26,750	26,750	26,750	100.0%	-	Annual management fee collected.
Credit Card Service Fee	3,500	4,600	3,530	100.8%	30	
Total Fees & Services	230,034	221,634	158,731		(71,303)	
Miscellaneous						
Miscellaneous	4,000	6,034	6,034	150.8%	2,034	
City Event Sponsorships	-	2,230	2,230	0.0%	2,230	State of the City sponsorships. Offsets expense overage.
Sale of Assets	7,000	7,000	-	0.0%	(7,000)	Retired patrol car possibly being auctioned.
Donations/Grants	-	500	500	0.0%	500	TMCA training scholarship
School Guard Crossing Fund	7,400	7,400	5,152	69.6%	(2,248)	Collections through May.
Lease Proceeds	1,700	1,825	1,825	107.3%	125	
Police Seized Proceeds	-	396	396	0.0%	396	
Total Miscellaneous	20,100	25,384	16,136		(3,964)	
Transfers						
Court Technology	11,500	11,500	-	0.0%	11,500	
Court Security Building	-	-	-	0.0%	-	
Capital Replacement	256,750	227,706	130,207	50.7%	(126,543)	Transferred for assets purchased.
Total Transfers	268,250	227,706	130,207		(115,043)	
Total Revenue	7,291,889	7,455,679	6,568,195	90.1%	(700,695)	

Mayor & Council Expenditures - 610
June 30, 2019
75% of Fiscal Year

Expenditure Type	Budget	Projection	Year-to-Date Actual	Percent of Budget	Surplus / (Deficit)	Comments
Supplies, Maintenance & Operations						
Supplies and Consumables	200	200	-	0%	200	
Committees - Other	1,000	500	-	0%	1,000	
Committee - Planning & Zoning	1,000	1,000	436	44%	564	
Committee - Board of Adj	1,000	1,000	-	0%	1,000	
Committee - Urban Wildlife	1,500	1,500	264	18%	1,236	
Donations & Grants	-	-	-	0%	-	
Total Supplies, Maintenance & Operations Costs	4,700	4,200	701		3,999	
Services						
Training/Seminars & Related Travel	3,000	3,000	310	10%	2,690	
Meetings and Related Travel	4,796	4,796	1,375	29%	3,421	
Public Relations	4,504	6,758	6,758	150%	(2,254)	State of City, higher attendance than budgeted. Overage offset by sponsorship revenue of \$2,230.
Total Services Costs	12,300	14,554	8,443		3,857	
Total Departmental Budget	17,000	18,754	9,143	53.8%	7,857	

Administration - 611
June 30, 2019
75% of Fiscal Year

Expenditure Type	Budget	Projection	Year-to-Date Actual	Percent of Budget	Surplus / (Deficit)	Comments
Personnel						
Salaries	301,306	265,702	194,169	64%	107,137	Delay in hiring Executive Assistant.
Overtime	-	-	-	0%	-	
Taxes - Social Security	18,681	15,723	11,281	60%	7,400	
Taxes - Medicare	4,369	3,993	2,954	68%	1,415	
Taxes SUTA/FUTA	675	27	18	3%	657	Paid through Q1-19.
Workmans' Compensation Insurance	1,356	791	791	58%	565	Annual premium paid.
Retirement	35,976	32,568	23,854	66%	12,122	
Health Insurance	30,690	22,036	16,411	53%	14,280	
Uniform Allowance	-	-	-	0%	-	
Car Allowance	7,200	7,200	5,261	73%	1,939	
Relocation Allowance	-	-	-	0%	-	
Total Personnel Costs	400,253	348,041	254,740		145,513	
Supplies, Maintenance & Operations						
Supplies and Consumables	550	550	64	12%	486	
Minor Equipment and Furniture	2,290	2,290	35	2%	2,255	
Fuel	200	200	88	44%	112	
Uniforms	150	150	-	0%	150	
Miscellaneous	200	200	-	0%	200	
Total Supplies, Maintenance & Operations Costs	3,390	3,390	187		3,203	
Services						
Professional Services	128,199	128,199	86,752	68%	41,447	
Dues/Subscriptions	3,580	3,580	3,450	96%	130	TCMA, TMCA, and ICMA annual dues paid.
Training/Seminars & Related Travel	18,443	10,700	1,909	10%	16,534	
Meetings and Related Travel	1,475	1,775	932	63%	543	
Total Services Costs	151,697	144,254	93,043		58,654	
Total Departmental Budget	555,340	495,685	347,970	62.7%	207,370	

City Secretary - 612
June 30, 2019
75% of Fiscal Year

Expenditure Type	Budget	Projection	Year-to-Date Actual	Percent of Budget	Surplus / (Deficit)	Comments
Personnel						
Salaries	129,390	93,226	67,401	52%	61,989	Delay in hiring Deputy City Secretary.
Overtime	100	100	64	64%	36	
Taxes - Social Security	8,028	5,605	4,113	51%	3,916	
Taxes - Medicare	1,878	1,311	962	51%	916	
Taxes SUTA/FUTA	675	27	13	2%	662	Paid through Q1-19.
Workmans' Compensation Insurance	583	337	337	58%	245	Annual premium paid.
Retirement	15,461	11,136	8,073	52%	7,388	
Health Insurance	27,397	18,182	13,221	48%	14,177	
Total Personnel Costs	183,513	129,924	94,184		89,329	
Supplies, Maintenance & Operations						
Supplies and Consumables	1,000	1,000	664	66%	336	
Minor Equipment and Furniture	2,000	2,000	-	0%	2,000	
Fuel	-	-	-	0%	-	
Uniforms	200	130	-	0%	200	
Miscellaneous	250	250	23	9%	227	
Total Supplies, Maintenance & Operations Costs	3,450	3,380	687		2,763	
Services						
Professional Services	7,000	7,000	4,233	60%	2,767	
Dues/Subscriptions	2,940	2,940	2,826	96%	114	Annual TML, AACOG, and TMCA dues paid.
Training/Seminars & Related Travel	3,555	3,555	1,677	47%	1,878	
Meetings and Related Travel	1,676	1,076	114	7%	1,562	
Elections	19,300	2,000	1,028	5%	18,272	Projected to be under budget due to no additional elections.
Recording/Reporting/History	3,000	3,000	880	29%	2,120	
Total Services Costs	37,471	19,571	10,758		26,713	
Total Departmental Budget	224,434	152,875	105,629	47.1%	118,804	

HR & Communications - 613

June 30, 2019

75% of Fiscal Year

Expenditure Type	Budget	Projection	Year-to-Date Actual	Percent of Budget	Surplus / (Deficit)	Comments
Personnel						
Salaries	79,776	55,662	36,546	46%	43,229	HR Dir. vacancy and delay in hiring HR Assistant.
Overtime	-	-	-	0%	-	
Taxes - Social Security	5,473	3,528	2,373	43%	3,100	
Taxes - Medicare	1,280	825	555	43%	725	
Taxes SUTA/FUTA	450	18	4	1%	446	Paid through Q1-19.
Workmans' Compensation Insurance	397	230	230	58%	167	Annual premium paid.
Retirement	10,540	6,644	4,377	42%	6,163	
Health Insurance	15,056	5,784	3,900	26%	11,156	
Uniform Allowance	-	-	-	0%	-	
Car Allowance	-	-	-	0%	-	
Relocation Allowance	-	-	-	0%	-	
Total Personnel Costs	112,972	72,690	47,985		64,986	
Supplies, Maintenance & Operations						
Supplies and Consumables	1,118	1,118	287	26%	831	
Minor Equipment and Furniture	2,000	2,000	-	0%	2,000	
Fuel	-	-	-	0%	-	
Uniforms	100	100	-	0%	100	
Miscellaneous	-	-	-	0%	-	
Total Supplies, Maintenance & Operations Costs	3,218	3,218	287		2,931	
Services						
Professional Services	13,000	12,927	7,927	61%	5,073	
Dues/Subscriptions	275	1,044	1,044	380%	(769)	DocuSign and Labor Law posters not budgeted.
Training/Seminars & Related Travel	14,025	14,025	8,436	60%	5,589	
Meetings and Related Travel	-	-	-	0%	-	
Public Relations	10,000	11,042	11,042	110%	(1,042)	Fireworks for July 4th
Employee Appreciation	4,750	4,750	3,949	83%	801	Holiday Party and employee recognition costs.
Employment Costs	1,600	1,950	766	48%	834	
Total Services Costs	43,650	45,738	33,164		10,486	
Total Departmental Budget	159,840	121,647	81,436	50.9%	78,403	

Finance - 614
June 30, 2019
75% of Fiscal Year

Expenditure Type	Budget	Projection	Year-to-Date Actual	Percent of Budget	Surplus / (Deficit)	Comments
Personnel						
Salaries	200,964	145,999	100,115	50%	100,849	Delay in hiring Procurement Manager and Accountant.
Overtime	166	21	21	13%	144	
Taxes - Social Security	12,470	9,083	6,365	51%	6,105	Budgeted new hires not yet hired.
Taxes - Medicare	2,916	2,124	1,489	51%	1,428	Budgeted new hires not yet hired.
Taxes SUTA/FUTA	675	27	14	2%	662	Paid through Q1-19.
Workmans' Compensation Insurance	905	524	524	58%	381	Annual premium paid.
Retirement	24,015	17,231	11,967	50%	12,048	Budgeted new hires not yet hired.
Health Insurance	21,336	10,519	7,447	35%	13,889	Budgeted new hires not yet hired.
Uniform Allowance	-	-	-	0%	-	
Car Allowance	-	-	-	0%	-	
Relocation Allowance	-	-	-	0%	-	
Total Personnel Costs	<u>263,447</u>	<u>185,528</u>	<u>127,941</u>		<u>135,506</u>	
Supplies, Maintenance & Operations						
Supplies and Consumables	1,027	1,027	319	31%	708	
Minor Equipment and Furniture	3,520	3,520	209	6%	3,311	
Fuel	-	-	-	0%	-	
Uniforms	-	105	105	0%	(105)	Annual uniforms not budgeted.
Miscellaneous	-	-	-	0%	-	
Total Supplies, Maintenance & Operations Costs	<u>4,547</u>	<u>4,652</u>	<u>633</u>		<u>3,914</u>	
Services						
Professional Services	109,845	113,845	59,435	54%	50,410	Increased scope on Internal Controls project.
Dues/Subscriptions	403	803	572	142%	(169)	TAGIT membership not budgeted.
Training/Seminars & Related Travel	6,200	5,700	2,793	45%	3,407	
Meetings and Related Travel	-	-	-	0%	-	
Total Services Costs	<u>116,448</u>	<u>120,348</u>	<u>62,800</u>		<u>53,648</u>	
Total Departmental Budget	<u>384,442</u>	<u>310,528</u>	<u>191,374</u>	<u>49.8%</u>	<u>193,068</u>	

Municipal Court - 620
June 30, 2019
75% of Fiscal Year

Expenditure Type	Budget	Projection	Year-to-Date Actual	Percent of Budget	Surplus / (Deficit)	Comments
Personnel						
Salaries	97,552	93,045	66,781	68%	30,771	
Overtime	440	-	-	0%	440	
Taxes - Social Security	6,076	5,901	4,301	71%	1,774	
Taxes - Medicare	1,421	1,380	1,006	71%	415	
Taxes SUTA/FUTA	450	18	16	4%	434	Paid through Q1-19.
Workmans' Compensation Insurance	441	326	326	74%	115	Annual premium paid.
Retirement	11,700	11,097	7,982	68%	3,718	
Health Insurance	16,911	12,709	9,246	55%	7,665	
Uniform Allowance	-	-	-	0%	-	
Car Allowance	-	-	-	0%	-	
Relocation Allowance	-	-	-	0%	-	
Total Personnel Costs	134,991	124,476	89,658		45,333	
Supplies, Maintenance & Operations						
Supplies and Consumables	2,000	2,000	1,289	64%	711	
Minor Equipment and Furniture	-	-	-	0%	-	
Fuel	-	-	-	0%	-	
Uniforms	100	96	96	96%	4	
Miscellaneous	100	100	-	0%	100	
Court Technology	11,500	11,500	-	0%	11,500	Incode Court Module and equipment to be purchased in July.
Court Security Building	-	-	-	0%	-	
Total Supplies, Maintenance & Operations Costs	13,700	13,696	1,385		815	
Services						
Professional Services	61,000	33,000	13,716	22%	47,284	Court efficiencies have resulted in fewer Judge and Prosecutor billed hours.
Dues/Subscriptions	400	400	190	47%	210	
Training/Seminars & Related Travel	2,000	2,000	1,620	81%	380	
Meetings and Related Travel	-	-	-	0%	-	
Total Services Costs	63,400	35,400	15,526		47,874	
Capital Outlay						
Land/Land Improvement	-	-	-		-	
Building/Building Improvement	-	-	-		-	
Infrastructure	-	-	-		-	
Furniture, Fixtures, Equipment & Vehicles	-	-	-		-	
Total Capital Outlay Costs	-	-	-		-	
Total Departmental Budget	212,091	173,572	106,569	50.2%	94,022	

Public Safety/Emergency - 630
June 30, 2019
75% of Fiscal Year

Expenditure Type	Budget	Projection	Year-to-Date Actual	Percent of Budget	Surplus / (Deficit)	Comments
Personnel						
Salaries	1,554,138	1,486,340	1,076,977	69%	477,162	Due to departmental vacancies.
Overtime	10,246	25,376	23,376	228%	(13,130)	Overtime was utilized due to departmental vacancies.
Taxes - Social Security	97,302	95,400	70,895	73%	26,406	
Taxes - Medicare	22,756	22,312	16,580	73%	6,176	
Taxes SUTA/FUTA	6,300	252	226	4%	6,074	Paid through Q1-19.
Workmans' Compensation Insurance	69,418	41,100	41,100	59%	28,318	Annual premium paid.
Retirement	187,385	180,780	132,564	71%	54,820	
Health Insurance	238,031	210,130	153,599	65%	84,432	
Uniform Allowance	19,200	8,000	8,000	42%	11,200	
Car Allowance	-	-	-	0%	-	
Relocation Allowance	-	-	-	0%	-	
Total Personnel Costs	2,204,776	2,069,690	1,523,318		681,459	
Supplies, Maintenance & Operations						
Supplies and Consumables	3,100	3,300	3,216	104%	(116)	Business cards and various supplies.
Minor Equipment and Furniture	70,600	70,600	27,094	38%	43,506	Budgeted new vehicle equipment, weapons, and safe for K9 aides has not been purchased yet.
Fuel	30,000	33,500	25,853	86%	4,147	Trending high, increased projection based on YTD average
Uniforms	12,025	12,025	4,106	34%	7,919	
Miscellaneous	2,000	2,000	1,528	76%	473	
Vehicle Maintenance/Repairs	20,000	20,000	9,178	46%	10,822	
Total Supplies, Maintenance & Operations Costs	137,725	141,425	70,974		66,751	
Services						
Professional Services	514,816	514,816	386,075	75%	128,740	
Dues/Subscriptions	4,100	4,100	2,828	69%	1,272	
Training/Seminars & Related Travel	14,000	14,000	4,897	35%	9,103	
Meetings and Related Travel	2,000	2,000	580	29%	1,420	
Investigations	7,000	9,000	6,796	97%	204	Number of evidence collections higher than anticipated.
Lease Training	7,600	-	-	0%	7,600	
Asset Forfeiture	-	-	-	0%	-	
Public Relations	6,000	4,900	2,428	40%	3,572	
Total Services Costs	555,516	548,816	403,605		151,911	
Capital Outlay						
Land/Land Improvement	-	-	-	0%	-	
Building/Building Improvement	-	-	-	0%	-	
Infrastructure	-	-	-	0%	-	
Furniture, Fixtures, Equipment & Vehicles	74,100	42,735	42,735	58%	31,366	See Note A
Total Capital Outlay Costs	74,100	42,735	42,735		31,366	
Total Departmental Budget	2,972,117	2,802,666	2,040,631	68.7%	931,486	

Note A:	<u>Budgeted</u>	<u>Projected</u>	<u>Actual</u>	<u>Surplus / (Deficit)</u>	<u>Notes</u>
Police Vehicle	31,000	31,845	31,845	(845)	Asset purchased
Police Vehicle	31,000	-	-	31,000	Vehicle inventory not available, deferred to FY 19-20.
Vehicle camera systems	10,600	10,890	10,890	(290)	Asset purchased
Ipad for new officer	750	-	-	750	Assets are leased, cost is coded to Shared Dep't.
Ipad for new officer	750	-	-	750	Assets are leased, cost is coded to Shared Dep't.
<u>Total Budgeted Purchases</u>	<u>74,100</u>	<u>42,735</u>	<u>42,735</u>	<u>31,365</u>	

Maintenance - 640
June 30, 2019
75% of Fiscal Year

Expenditure Type	Budget	Projection	Year-to-Date Actual	Percent of Budget	Surplus / (Deficit)	Comments
Personnel						
Salaries	257,876	232,147	169,551	66%	88,325	Due to departmental vacancies.
Overtime	955	1,555	880	92%	75	
Taxes - Social Security	16,048	14,521	11,068	69%	4,979	
Taxes - Medicare	3,753	3,396	2,589	69%	1,165	
Taxes SUTA/FUTA	1,575	63	51	3%	1,524	Paid through Q1-19.
Workmans' Compensation Insurance	22,956	15,076	14,584	64%	8,372	Annual premium paid.
Retirement	30,904	27,272	20,380	66%	10,524	
Health Insurance	50,667	51,366	38,494	76%	12,173	
Uniform Allowance	-	-	-	0%	-	
Car Allowance	-	-	-	0%	-	
Relocation Allowance	-	-	-	0%	-	
Total Personnel Costs	384,734	345,396	257,598		127,136	
Supplies, Maintenance & Operations						
Supplies and Consumables	3,500	3,500	1,786	51%	1,714	
Minor Equipment and Furniture	13,560	13,560	4,767	35%	8,793	
Fuel	10,200	10,200	6,582	65%	3,618	
Uniforms	7,359	7,359	4,057	55%	3,302	
Miscellaneous	700	700	-	0%	700	
Vehicle Maintenance/Repairs	17,850	17,850	4,819	27%	13,031	
Equipment Maintenance/Repairs	6,580	6,580	5,408	82%	1,172	
Building Maintenance/Repairs	14,500	14,500	13,325	92%	1,175	
Landscaping & Greenspace Maintenance	1,000	1,000	643	64%	357	
Street Maintenance	-	-	-	0%	-	
Drainage Work	24,000	24,000	213	1%	23,787	Work pending road repair bid.
Total Supplies, Maintenance & Operations Costs	99,249	99,249	41,600		57,649	
Services						
Professional Services	-	-	-	0%	-	
Dues/Subscriptions	600	-	-	0%	600	Budgeted dues are now charged to Engineering dep't.
Training/Seminars & Related Travel	8,541	8,541	3,054	36%	5,487	
Meetings and Related Travel	750	750	198	26%	552	
Total Services Costs	9,891	9,291	3,252		6,639	
Capital Outlay						
Land/Land Improvement	-	-	-	0%	-	
Building/Building Improvement	-	-	-	0%	-	
Infrastructure	-	-	-	0%	-	
Furniture, Fixtures, Equipment & Vehicles	198,750	225,958	105,458	53%	93,292	See Note A.
Total Capital Outlay Costs	198,750	225,958	105,458		93,292	
Total Departmental Budget	692,624	679,894	407,908	58.9%	284,716	

Note A:	<u>Budgeted</u>	<u>Projected</u>	<u>Actual</u>	<u>Surplus / (Deficit)</u>	<u>Notes</u>
Kubota Tractor	22,500	22,500		22,500	
Grasshopper Mower	12,750	12,686	12,686	64	Asset purchased.
Towable manlift trailer	9,000	-	-	9,000	Will not purchase trailer to cover deficit for ATV
Atlas Crew ATV	9,500	18,520	18,520	(9,020)	Deficit covered by trailer.
Public Safety Generator *	75,000	85,000		75,000	* Purchase approved by FY 17-18 adopted budget adjustment ordinance
Crack Seal Machine *	70,000	74,252	74,252	(4,252)	* Purchase approved by FY 17-18 adopted budget adjustment ordinance
Generator Repair	-	13,000	-	-	
<u>Total Budgeted Purchases</u>	<u>198,750</u>	<u>225,958</u>	<u>105,458</u>	<u>93,292</u>	

Building Codes & Permits - 641

June 30, 2019

75% of Fiscal Year

Expenditure Type	Budget	Projection	Year-to-Date Actual	Percent of Budget	Surplus / (Deficit)	Comments
Personnel						
Salaries	167,727	162,507	118,893	71%	48,834	
Overtime	171	-	-	0%	171	
Taxes - Social Security	10,410	10,209	7,562	73%	2,848	
Taxes - Medicare	2,435	2,388	1,769	73%	666	
Taxes SUTA/FUTA	675	27	26	4%	649	Paid through Q1-19.
Workmans' Compensation Insurance	1,512	915	915	61%	597	Annual premium paid.
Retirement	20,047	19,396	14,223	71%	5,824	
Health Insurance	24,337	24,094	17,880	73%	6,457	
Uniform Allowance	-	-	-	0%	-	
Car Allowance	-	-	-	0%	-	
Relocation Allowance	-	-	-	0%	-	
Total Personnel Costs	227,313	219,536	161,267		66,046	
Supplies, Maintenance & Operations						
Supplies and Consumables	600	600	450	75%	150	
Minor Equipment and Furniture	1,180	1,180	1,088	92%	92	Purchased budgeted code books.
Fuel	1,300	1,300	884	68%	416	
Uniforms	280	280	119	43%	161	
Miscellaneous	150	150	84	56%	67	
Total Supplies, Maintenance & Operations Costs	3,510	3,510	2,625		885	
Services						
Professional Services	9,200	9,380	5,318	58%	3,883	
Dues/Subscriptions	290	265	265	91%	25	Paid annual ICC dues and BOAT membership.
Training/Seminars & Related Travel	3,555	3,555	2,279	64%	1,276	
Meetings and Related Travel	200	200	-	0%	200	
Total Services Costs	13,245	13,400	7,861		5,384	
Total Departmental Budget	244,068	236,446	171,754	70.4%	72,314	

Engineering & Planning - 642

June 30, 2019

75% of Fiscal Year

Expenditure Type	Budget	Projection	Year-to-Date Actual	Percent of Budget	Surplus / (Deficit)	Comments
Personnel						
Salaries	208,786	188,356	137,183	66%	71,603	Due to departmental vacancies.
Overtime	-	102	72	0%	(72)	
Taxes - Social Security	12,945	11,395	8,300	64%	4,645	
Taxes - Medicare	3,027	2,665	1,941	64%	1,086	
Taxes SUTA/FUTA	788	32	27	3%	761	Paid through Q1-19.
Workmans' Compensation Insurance	2,380	1,420	1,420	60%	961	Annual premium paid.
Retirement	24,929	22,483	16,414	66%	8,516	
Health Insurance	31,973	25,361	18,744	59%	13,229	
Uniform Allowance	-	-	-	0%	-	
Car Allowance	-	-	-	0%	-	
Relocation Allowance	-	-	-	0%	-	
Total Personnel Costs	284,828	251,813	184,100		100,728	
Supplies, Maintenance & Operations						
Supplies and Consumables	4,654	4,654	838	18%	3,816	
Minor Equipment and Furniture	2,786	2,786	1,161	42%	1,625	
Fuel	1,859	1,859	883	48%	976	
Uniforms	815	815	370	45%	445	
Miscellaneous	200	200	-	0%	200	
Street Maintenance	-	-	-	0%	-	
Total Supplies, Maintenance & Operations Costs	10,314	10,314	3,252		7,061	
Services						
Professional Services	-	-	-	0%	-	
Dues/Subscriptions	363	885	885	244%	(522)	TCEQ Stormwater Permit and MS4 permit not budgeted.
Training/Seminars & Related Travel	8,138	8,138	2,693	33%	5,445	
Meetings and Related Travel	500	500	109	22%	391	
Total Services Costs	9,001	9,523	3,687		5,313	
Total Departmental Budget	304,143	271,649	191,040	62.8%	113,103	

Non-Departmental - 690
June 30, 2019
75% of Fiscal Year

Expenditure Type	Budget	Projection	Year-to-Date Actual	Percent of Budget	Surplus / (Deficit)	Comments
Supplies, Maintenance & Operations						
Supplies and Consumables	6,000	6,000	4,246	71%	1,754	
Miscellaneous	-	-	-	0%	-	
Total Supplies, Maintenance & Operations Costs	<u>6,000</u>	<u>6,000</u>	<u>4,246</u>		<u>1,754</u>	
Shared Services						
Facility Contracts & Services	28,839	36,903	24,480	85%	4,359	
Tech/Internet/Software Maintenance	192,810	192,810	128,532	67%	64,279	
Postage	7,500	7,500	2,026	27%	5,474	
General Liability Insurance	51,000	49,586	49,586	97%	1,414	Annual premium paid.
Electricity	32,700	32,700	20,971	64%	11,729	
Phone/Cable/Alarms	24,743	24,743	17,377	70%	7,366	
Total Shared Services Costs	<u>337,592</u>	<u>344,242</u>	<u>242,971</u>		<u>94,621</u>	
Capital Outlay						
Land/Land Improvement	-	-	-	0%	-	
Building/Building Improvement	-	-	-	0%	-	
Infrastructure	-	-	-	0%	-	
Furniture, Fixtures, Equipment & Vehicles	12,750	12,750	-	0%	12,750	Delay in purchasing new furniture due to City Hall revamp.
Total Capital Outlay Costs	<u>12,750</u>	<u>12,750</u>	<u>-</u>		<u>12,750</u>	
Transfers & Non-Cash Adjustments						
Transfer to Intergov Fund 06	-	-	-	0%	-	
Transfer to Cap Improv Fund 02	857,711	857,711	857,711	100%	-	
Transfer to GF Veh/Equip F 31	160,503	160,503	160,503	100%	-	
Fund Balance	151,235	151,235	151,235	100%	-	
Total Transfers & Non-Cash Adjustments Costs	<u>1,169,449</u>	<u>1,169,449</u>	<u>1,169,449</u>		<u>-</u>	
Total Departmental Budget	1,513,041	1,519,691	1,416,666	93.6%	96,375	

Capital Improvement Fund
June 30, 2019
75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Beginning Fund Balance	167,310	223,508	223,508			
Revenues:						
Transfer from General Fund	857,711	857,711	857,711	100%	-	
Total Revenue	857,711	857,711	857,711		-	
Professional and Contractual Services						
Master Land Use Plan	60,000	60,000	60,000	100%	-	
Master Drainage Plan	-	7,679	7,679	0%	(7,679)	
Stormwater Funding	120,000	-	-	0%	120,000	Project to start in FY 19-20.
MS4 and SSO Permitting	-	34,492	34,492	0%	(34,492)	
Total Professional and Contractual Services C	180,000	102,170	102,170		77,830	
Capital Improvement						
Bldg/Bldg Improvement	488,149	23,670	23,670	5%	464,479	
Infrastructure	-	-	-	0%	-	
Personal Property	-	-	-	0%	-	
Total Capital Improvement Costs	488,149	23,670	23,670		464,479	
Total Expenditures	668,149	125,841	125,841	18.8%	542,308	
Revenue Over / (Under) Expenditures	189,562	731,870	731,870	386.1%	(542,308)	
Transfer to/(from) Allocated Fund Balance	(38,149)	504,159	504,159			
Transfer to/(from) Unallocated Fund Balance	227,711	227,711	227,711			
Ending Fund Balance	356,872	955,378	955,378			

SAP Fund Balance				
Project Allocations and Fund Balance				
	Fund Balance			Fund Balance
	Actual	Budgeted	Projected	Projected
	2017-18	Funding	Spend	9/30/2019
Update Subdivision Regulations			-	-
Master Land Use Plan	-	60,000	(60,000)	-
Annexation Plan	-	-	-	-
Master Drainage Plan	-	-	(7,679)	(7,679)
Stormwater Funding	-	120,000	-	120,000
Zoning Regulations	-	-	-	-
Development Handbook	-	-	-	-
Master Roadway	-	-	-	-
MS4 and SSO Permitting	-	-	(34,492)	(34,492)
Land/Land Improvement	-	-	-	-
Bldg/Bldg Improvement	38,145	450,000	(23,670)	464,475
Infrastructure (Roads)	-	-	-	-
Personal Property	-	-	-	-
Unallocated Fund Balance	185,363	227,711	-	413,074
Total Fund Balance	223,508	857,711	(125,841)	955,378

Street Bond Debt Service Fund
June 30, 2019
75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
<u>Revenues:</u>						
General Property-I & S	552,409	552,409	548,143	99%	4,266	
Delinquent Property	3,000	3,000	1,147	38%	1,853	
Penalty & Interest	1,500	4,628	4,128	275%	(2,628)	
Interest Income on Investments	1,000	1,300	1,266	127%	(266)	
Total Revenue	557,909	561,337	554,684		3,225	
<u>Expenditures:</u>						
Bond Principal	435,000	435,000	435,000	100%	-	
Bond Interest Payable	117,009	117,009	59,864	51%	57,145	Next payment due in August.
Bond Agent Fees	400	400	200	50%	200	Next payment due in August.
Transfer to Fund Balance	5,500	8,928	-		5,500	Will post with year-end entries.
Total Expenditures	557,909	561,337	495,064	88.7%	62,845	
Revenue Over / (Under) Expenditures	-	(0)	59,621			

Bond Capital Fund
June 30, 2019
75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Beginning Fund Balance	456,344	456,344	456,344			
<u>Revenues:</u>						
Bank/Investment Interest	-	9,000	7,422	0%	(7,422)	Interest earned on bank balance.
Transfer from Equip Repl Fund	7,000	7,000	-	0%	7,000	
Total Revenue	7,000	16,000	7,422		(422)	
<u>Expenditures:</u>						
Professional Services	-	-	-	0%	-	
Construction Costs	456,344	472,344	70,891	16%	385,453	
Total Expenditures	456,344	472,344	70,891		385,453	
Revenue Over / (Under) Expenditures	(449,344)	(456,344)	(63,469)			
Transfer to/(from) Fund Balance	(449,344)	(456,344)	(63,469)			
Ending Fund Balance	7,000	0	392,876			

Street Bond Program Amortization of Bond Proceeds

	Actual 2014-15	Actual 2015-16	Actual 2016-17	Actual 2017-18	PROJECTION 2018-19	Cumulative 5-year total
<u>Revenues:</u>						
Bond Proceeds	7,000,000	-	-	-	-	7,000,000
Bond Premium	100,090	-	-	-	-	100,090
Miscellaneous	90	-	-	-	-	90
Interest Income on Investments	17,250	19,126	30,437	19,033	9,000	94,846
Transfer	-	-	-	-	7,000	7,000
Total Revenue	7,117,430	19,126	30,437	19,033	16,000	7,202,026
<u>Expenditures:</u>						
Bond Issuance Fees	100,090	-	-	-	-	100,090
Professional Services	98,147	685,378	172,794	36,253	-	992,572
Land/Land Improvement	-	-	17,000	-	-	17,000
Construction Costs	-	-	3,773,714	1,846,305	472,344	6,092,363
Total Expenditures	198,237	685,378	3,963,508	1,882,558	472,344	7,202,025
Net Budget	6,919,193	(666,252)	(3,933,071)	(1,863,525)	(456,344)	0

Equipment and Vehicle Replacement
June 30, 2019
75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Beginning Fund Balance	760,599	760,599	760,599			
Revenues:						
Transfer from General Fund	160,503	160,503	160,503	100%	-	
Transfer from Capital Improvement Fund	-	-	-	0%	-	
Transfer from other General Fund Department	-	-	-	0%	-	
Total Revenue	160,503	160,503	160,503		-	
Transfers						
Transfer to General Fund for Purchases	263,750	234,706	130,207	49%	133,543	See Note A.
Total Transfers Costs	263,750	234,706	130,207		133,543	
Total Expenditures	263,750	234,706	130,207		133,543	
Revenue Over / (Under) Expenditures	(103,247)	(74,203)	30,296			
Transfer to/(from) Fund Balance	(103,247)	(74,203)	30,296			
Ending Fund Balance	657,352	686,396	790,895			

Note A:

<u>Budgeted Item</u>	<u>Department</u>	<u>Budgeted</u>	<u>Projected</u>	<u>Actual</u>	<u>Surplus/ (Deficit)</u>	
Police Vehicle	Public Safety	29,000	29,000	29,000	-	
Police Vehicle	Public Safety	29,000	-		29,000	Will not be able to purchase this year.
Kubota Tractor	Maintenance	22,500	22,500		22,500	
Grasshopper Mower	Maintenance	12,750	12,686	12,686	64	
Towable manlift trailer	Maintenance	9,000	-	-	9,000	
Atlas Crew ATV	Maintenance	9,500	18,520	18,520	(9,020)	
Chip seal of parking area	Maintenance	7,000	7,000		7,000	
Public Safety Building Generator	Maintenance	75,000	75,000		75,000	
<u>Crack Seal Machine</u>	<u>Maintenance</u>	<u>70,000</u>	<u>70,000</u>	<u>70,000</u>	<u>-</u>	
<u>Total Budgeted Purchases</u>		<u>263,750</u>	<u>234,706</u>	<u>130,207</u>	<u>133,543</u>	

Utility Fund Projection Summary
June 30, 2019
75% of Fiscal Year

	Enterprise Fund Total Budget	Water Projection	Wastewater Projection	Water CIP Projection	Wastewater CIP Projection	Equipment Repl Projection	Total Enterprise Fund Projected
Utility Revenues	4,868,669	3,559,373	1,103,319	-	-	-	4,662,692
Utility Operating Expenses							
Personnel	1,329,218	647,778	538,912	-	-	-	1,186,690
Supplies, Maintenance & Operations	2,397,449	1,714,773	663,367	-	-	-	2,378,140
Services	48,243	158,542	1,162	-	-	-	159,703
Total Utility Operating Expenses	3,774,909	2,521,093	1,203,441	-	-	-	3,724,534
Operating Income/(Loss)	1,093,760	1,038,280	(100,122)	-	-	-	938,158
Capital Outlay	1,788,075	63,029	306,802	121,573	212,677	-	704,081
Lease Interest Expense	98,487	82,729	15,758	-	-	-	98,487
Transfers & Non-Cash	(657,994)	347,072	(186,455)	-	-	(78,846)	81,771
Net Income / (Loss)	(134,809)	545,450	(236,227)	(121,573)	(212,677)	78,846	53,819

	9/30/2018	Projected close-out	Reclasses	9/30/2019
Net investment in Capital Assets	8,464,020	174,248		8,638,268
Unrestricted Reserves				
Impact Fees	500,000			500,000
Equipment Replacement Fund	640,737	78,846		719,583
6 month Operating Expense	1,887,455	0		1,887,455
Water Capital	1,668,710	(121,573)	(1,547,137)	-
Wastewater Capital	80,314	(212,677)	132,363	-
Unassigned	671,759	134,975	1,414,774	2,221,508
Total Unrestricted	5,448,975	(120,429)	-	5,328,546
Total Reserves	13,912,995	53,819	-	13,966,814

Utility Fund Year-to-Date Summary
June 30, 2019
75% of Fiscal Year

	Enterprise Fund Total Budget	Water Year-to-Date	Wastewater Year-to-Date	Water CIP Year-to-Date	Wastewater CIP Year-to-Date	Equipment Repl Year-to-Date	Enterprise Fund Surplus / (Deficit)
Utility Revenues	4,868,669	2,430,585	845,403	-	-	-	(1,592,681)
Utility Operating Expenses							
Personnel	1,329,218	478,628	389,299	-	-	-	461,291
Supplies, Maintenance & Operations	2,397,449	1,122,094	529,020	-	-	-	746,334
Services	48,243	118,542	994	-	-	-	(71,293)
Total Utility Operating Expenses	3,774,909	1,719,264	919,313	-	-	-	1,136,332
Operating Income/(Loss)	1,093,760	711,321	(73,910)	-	-	-	(2,729,013)
Capital Outlay	1,788,075	38,029	243,854	31,073	212,678	-	1,262,441
Lease Interest Expense	98,487	62,713	11,945	-	-	-	23,828
Transfers & Non-Cash	(657,994)	274,564	145,091	-	-	(78,846)	(998,803)
Net Income / (Loss)	(134,809)	336,015	(474,801)	(31,073)	(212,678)	78,846	(168,882)

Water Utility Fund Summary
June 30, 2019
75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	
Water Revenues	3,804,008	3,559,373	2,430,585	63.9%	1,373,423	Projecting water residential revenue to be 300k under budget
Water Operating Expenses						
Personnel	717,398	647,778	478,628	66.7%	238,770	Personnel savings due to staff vacancies.
Supplies, Maintenance & Operations	1,734,543	1,714,773	1,122,094	64.7%	612,449	
Services	47,081	158,542	118,542	251.8%	(71,461)	Legal fees will exceed budget
Total Water Operating Expenses	2,499,022	2,521,093	1,719,264		779,758	
Operating Income	1,304,986	1,038,280	711,320		593,665	
Capital Outlay	1,015,038	184,602	69,103	6.8%	945,935	See (Note A) below for project detail
Lease Interest Expense	82,729	82,729	62,713	75.8%	20,016	
Transfers & Non-Cash	(280,334)	347,072	274,564	-97.9%	(554,898)	
Net Income/(Loss)	487,553	423,877	304,941	62.5%	182,612	
Note A:						
			YTD Actual			
	Budgeted	Projected	Actual	Surplus / (Deficit)		
Water CIP						
Elevated Storage Tank	247,000	99,296	11,296	235,704		Project will continue to FY 19-20
Utility Rate Analysis	200,000	-	-	200,000		Project commencing in July.
Master Water/Wastewater Plan	-	19,777	19,777	(19,777)		
Impact Fee Analysis	25,000	2,500	-	25,000		Project scheduled for FY 19-20.
	472,000	121,573	31,073	440,927		
Water Operations						
Fix Exposed Water Line	400,000	10,000	-	400,000		Project will kick off in the summer, and continue into FY 19-20
New truck	40,000	35,317	35,317	4,683		Asset purchased.
SCADA program	80,000	-	-	80,000		Project deferred per SAP planning schedule
Replacement generators	20,000	15,000	-	20,000		
Heavy duty trailers	3,038	2,713	2,713	325		Asset purchased.
	543,038	63,029	38,029	505,008		
Total Capital Outlay	1,015,038	184,602	69,103	945,935		

Water Utility Fund Revenue
June 30, 2019
75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Water Revenues						
Water Revenue Residential	2,766,817	2,466,817	1,546,323	55.89%	1,220,494	Projecting \$300k under budget
Water Debt Service	297,785	297,785	215,794	72.47%	81,991	
Water Capital	237,082	237,082	180,143	75.98%	56,939	
Water Revenue Commercial	135,475	135,475	128,206	94.63%	7,270	
Water Contract Commercial	158,268	158,268	118,745	75.03%	39,523	
Water Revenue Non Potable	10,960	10,960	7,667	69.95%	3,293	
Water Service Connect Fees	34,810	34,810	27,425	78.78%	7,385	
Water Penalties	28,440	34,235	26,386	92.78%	2,054	
Water Impact Fees	83,640	121,220	121,220	144.93%	(37,580)	All Impact Fees revenue posts in this line and not broken out by subdivision.
Water Impact Fee-Stone Creek	9,340	-	-	0.00%	9,340	
Water Impact Fee-S Bar Ranch	12,710	-	-	0.00%	12,710	
Water Impact Fee-Oak Bend	-	-	-	0.00%	-	
Water Impact Fee-Enclave	1,600	-	-	0.00%	1,600	
Water Interest Income	16,000	45,904	45,238	282.74%	(29,238)	Budget did not account for Fed Rate increases.
Water-Bad Debts	(3,000)	(945)	(235)	7.82%	(2,765)	
Misc./Special Requests	3,710	3,710	1,513	40.78%	2,197	
Third Party Reimbursement	-	3,551	3,551	0.00%	(3,551)	New fees charging for damages to City property.
Permits/Variances	370	500	450	121.62%	(80)	
Credit Card Service Fee	10,000	10,000	8,158	81.58%	1,842	
Total Water Revenues	3,804,008	3,559,373	2,430,585		1,373,423	

Water Utility Fund Operating Expense
June 30, 2019
75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Operating Expenses						
Service Salaries	272,713	230,499	171,457	62.87%	101,257	Delay in hiring new FTE.
Service Overtime	1,929	4,920	4,920	255.04%	(2,991)	Budget was a conservative estimate of anticipated overtime.
Service Taxes - FICA	18,093	14,238	10,858	60.01%	7,235	
Service Taxes - MEDICARE	4,231	3,330	2,540	60.02%	1,692	
Service Workers' Comp	16,663	10,205	9,959	59.77%	6,704	Annual premium paid.
Service Taxes - SUTA/FUTA	1,490	56	41	2.76%	1,448	Paid through Q1-19.
Service Retirement	34,843	28,105	21,103	60.56%	13,741	
Service Insurance	53,301	53,207	39,662	74.41%	13,640	
Administration Salaries	233,679	227,716	163,065	69.78%	70,614	
Administration Overtime	152	79	79	51.82%	73	
Administration Taxes - FICA	14,498	14,143	10,238	70.62%	4,259	
Administration Taxes - MEDICARE	3,391	3,308	2,395	70.63%	996	
Administration Workers' Comp	1,052	1,052	1,052	100.00%	-	Annual premium paid.
Administration Taxes - SUTA/FUTA	911	59	59	6.49%	852	Paid through Q1-19.
Administration Retirement	27,919	27,177	19,509	69.88%	8,411	
Administration Insurance	32,532	29,684	21,692	66.68%	10,840	
Uniforms	5,953	5,953	4,299	72.21%	1,654	
Power	126,050	135,050	48,363	38.37%	77,687	
Maintenance of Plants/Lines	135,140	100,000	55,448	41.03%	79,692	
Cost of Meters	-	-	-	0.00%	-	
Analysis Fees	5,750	5,750	4,643	80.74%	1,107	
Chemicals	5,090	5,090	1,257	24.70%	3,833	
City Management Fee	153,576	153,576	88,496	57.62%	65,080	
Equipment Maintenance	4,110	10,583	10,083	245.33%	(5,973)	Generator maintenance not budgeted.
Equipment Gas & Oil	11,010	11,010	7,668	69.64%	3,342	
GBRA Water Fees	1,097,699	1,097,699	755,342	68.81%	342,357	
Equipment Lease	690	690	-	0.00%	690	
Tools & Minor Equipment	18,663	18,663	12,905	69.15%	5,758	
Training	10,250	10,250	7,545	73.61%	2,705	
Utilities & Radio	19,389	19,389	14,122	72.83%	5,268	
Signal & Telemetry	162	162	122	75.00%	41	
Water Building Maintenance	10,000	10,000	5,556	55.56%	4,444	
Supplies & Consumables	1,340	1,340	946	70.60%	394	
Vehicle Maintenance/Repair	10,450	10,450	4,011	38.38%	6,439	
Capital	543,038	63,029	38,029	7.00%	505,008	See Note A on Water Summary sheet.
Water Inventory Adjustment	-	-	-	0.00%	-	
Utilities & Telephone	5,527	5,527	3,599	65.11%	1,928	
Dues & Publications	1,102	1,402	1,363	123.71%	(261)	Annual memberships paid.
Water Professional Services	47,081	158,542	118,542	251.78%	(71,461)	Water well rights legal fees not budgeted.
Permit & Licenses	8,461	8,461	7,573	89.51%	888	TCEQ annual fee paid.
General Liability Insurance	12,320	11,917	11,917	96.73%	403	Annual premium paid.
Office Supplies	5,814	5,814	3,438	59.13%	2,376	
Travel & Meetings	7,750	7,750	4,038	52.10%	3,712	
Software & Computer	56,627	56,627	54,282	95.86%	2,345	Annual Incode paid.
Recording/Reporting	100	100	56	56.00%	44	
Postage	850	850	223	26.21%	627	
Building/Equip Maintenance	1,100	1,100	632	57.46%	468	
Conservation Ed & Newsletter	250	250	-	0.00%	250	
Billing Statement Charges	3,360	3,360	2,516	74.87%	844	
Billing Postage	8,100	8,100	5,950	73.46%	2,150	
Water Miscellaneous	600	600	134	22.41%	466	
Credit Card Service Fee	7,260	7,260	5,570	76.72%	1,690	
Total Operating Expenses	3,042,060	2,584,122	1,757,294		1,284,766	

Water Utility Fund
Capital Outlays, Debt and Non-Operating Detail
June 30, 2019
75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Capital Outlays						
Master Water/Wastewater Plan	-	19,777	19,777	0.00%	(19,777)	
North Elevated Storage Tank	247,000	99,296	11,296	4.57%	235,704	Project scheduled to continue into FY 19-20.
Utility Rate Analysis	200,000	-	-	0.00%	200,000	
Impact Rate Study	25,000	2,500	-	0.00%	25,000	Project scheduled for FY 19-20.
Total Capital Outlays	<u>472,000</u>	<u>121,573</u>	<u>31,073</u>		<u>440,927</u>	
Lease Interest Expense						
Tax Exempt Lease Interest	<u>82,729</u>	<u>82,729</u>	<u>62,713</u>	75.81%	<u>20,016</u>	Paid quarterly.
Total Lease Interest Expense	<u>82,729</u>	<u>82,729</u>	<u>62,713</u>		<u>20,016</u>	
Non-Cash Adjustments						
Transfer to Vehicle/Equip Replace Fund	39,423	39,423	39,423	100.00%	-	
Water Service Depreciation	470,281	469,974	235,141	50.00%	235,141	
Transfer of Assets to Balance Sheet	<u>(790,038)</u>	<u>(162,325)</u>	<u>-</u>	0.00%	<u>(790,038)</u>	Transfer to post at year-end.
Total Non-Cash Adjustments	<u>(280,334)</u>	<u>347,072</u>	<u>274,564</u>		<u>(554,898)</u>	
Total Non-Operating Expenses	274,395	551,374	368,350		(93,955)	

Wastewater Utility Fund Summary

June 30, 2019

75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	
Wastewater Revenues	1,064,661	1,103,319	845,403	79.4%	219,258	Keeping wastewater revenues steady in line with budget.
Wastewater Operating Expenses						
Personnel	611,820	538,912	389,299	63.6%	222,521	Personnel savings due to staff vacancies.
Supplies, Maintenance & Operations	662,906	663,367	529,020	79.8%	133,885	
Services	1,162	1,162	994	85.6%	168	
Total Wastewater Operating Expenses	1,275,887	1,203,441	919,313		356,574	
Operating Income	(211,226)	(100,122)	(73,910)		(137,316)	
Capital Outlay	773,038	519,479	456,532	59.1%	316,506	Budgeted capital not purchased yet; see Note A.
Lease Interest Expense	15,758	15,758	11,945	75.8%	3,813	
Transfers & Non-Cash	(298,814)	(186,455)	145,091	-48.6%	(443,905)	
Net Income/(Loss)	(701,208)	(448,904)	(687,478)	98.0%	(13,730)	
						YTD Actual
Note A:	Budgeted	Projection	YTD Actual	Surplus / (Deficit)		
Wastewater CIP Fund						
Master Wastewater Plan	125,000	19,805	19,805	105,195		Project scheduled for FY 19-20.
Impact Fee Study	25,000	-	-	25,000		Project scheduled for FY 19-20.
Digester Planning	100,000	-	-	100,000		Project scheduled to kick off in the summer and continue into next FY.
Collection system repairs	170,000	192,872	192,872	(22,872)		Project complete.
	420,000	212,677	212,678	207,322		
Wastewater Operations						
Vaccum Jetter	90,000	91,250	91,250	(1,250)		Asset purchased.
Camera System	50,000	64,849	64,849	(14,849)		Asset purchased.
New trucks	40,000	35,317	35,317	4,683		Asset purchased.
Heavy duty trailer	3,038	2,713	2,713	325		Asset purchased.
Sludge dewatering box	150,000	-	-	150,000		Project cancelled.
Replacement generators	20,000	15,000	-	20,000		To be purchased before end of FY.
Lift station pump	-	28,807	28,807	(28,807)		This was budgeted in Maintenance of Plant Lines.
Hidro stal pump	-	32,092	-	-		Emergency pump for lift station to be purchased in July.
In-yard LS retrofit	-	31,710	15,855	(15,855)		Emergency pump for lift station billed as percentage of completion.
Lift Station #3 Pump	-	5,064	5,064	(5,064)		This was budgeted in Maintenance of Plant Lines.
	353,038	306,802	243,854	109,183		
Total budgeted purchases	773,038	519,479	456,532	316,506		

Wastewater Utility Fund Revenue

June 30, 2019

75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Wastewater Revenues						
Sewer Revenue Residential	822,004	822,004	620,526	75.49%	201,478	
Sewer Debt Service	56,721	56,721	41,452	73.08%	15,269	
Sewer Capital	88,250	88,250	66,830	75.73%	21,420	
Sewer Revenue Commercial	4,166	4,166	3,114	74.76%	1,051	
Sewer Service Connect Fee	23,670	23,670	20,600	87.03%	3,070	
Sewer Penalties	5,270	9,172	6,338	120.27%	(1,068)	
Sewer Impact Fee	45,710	52,420	40,766	89.18%	4,944	
Sewer Impact Fee-S Bar Ranch	6,710	-	-	0.00%	6,710	
Sewer Interest Income	12,000	47,116	45,896	382.47%	(33,896)	Budget did not account for Fed Rate increases.
Sewer Bad Debt	(400)	(200)	(120)	29.89%	(280)	
Sewer Grant Revenue	-	-	-	0.00%	-	
SECO EECBG	560	-	-	0.00%	560	
Misc/Special Requests	-	-	-	0.00%	-	
Fund Balance Transfer In	-	-	-	0.00%	-	
Total Wastewater Revenues	1,064,661	1,103,319	845,403		219,258	

Wastewater Utility Fund Operating Expense
June 30, 2019
75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Operating Expenses						
Service Salaries	198,086	190,309	136,617	68.97%	61,469	
Service Overtime	1,414	2,761	2,366	167.30%	(952)	Budget was a conservative estimate of anticipated overtime.
Service Taxes - FICA	12,369	12,320	9,019	72.92%	3,350	
Service Workers' Comp	11,391	7,437	7,191	63.13%	4,200	Annual premium paid.
Service Taxes - SUTA/FUTA	956	38	33	3.48%	923	Paid through Q1-19.
Service Retirement	23,820	23,039	16,624	69.79%	7,196	
Service Insurance	29,864	28,309	20,336	68.10%	9,528	
Administration Salaries	245,170	204,649	146,228	59.64%	98,942	
Administration Overtime	152	79	79	51.82%	73	
Administration Taxes - FICA	15,210	12,652	9,134	60.05%	6,076	
Administration Workers' Comp	1,216	704	704	57.87%	512	Annual premium paid.
Administration Taxes - SUTA/FUTA	956	55	55	5.72%	902	Paid through Q1-19.
Total Miscellaneous	35,474	26,300	19,175	54.05%	16,299	
Uniforms	5,953	3,264	3,264	54.83%	2,689	
Power	35,140	35,140	24,515	69.76%	10,625	
Maintenance Of Plant/ Lines	50,280	50,280	20,354	40.48%	29,926	
Sludge Hauling	330,000	330,000	283,355	85.87%	46,645	
Analysis Fees	21,330	21,330	20,434	95.80%	896	
Chemicals	6,280	6,280	6,376	101.52%	(96)	
City Management Fee	41,308	41,308	31,182	75.49%	10,126	
Equipment Maintenance	2,860	2,860	7,235	252.99%	(4,375)	
Equipment Gas & Oil	6,820	6,820	5,990	87.83%	830	
Equipment Lease	3,090	6,240	6,240	201.94%	(3,150)	Pump rental higher than budgeted.
Tools & Minor Equipment	16,123	16,123	6,255	38.80%	9,868	
Training	9,250	9,250	7,673	82.96%	1,577	
Utilities & Radios	18,127	18,127	13,340	73.59%	4,788	
Signal & Telemetry	461	461	346	75.00%	115	
Building Maintenance	10,330	10,330	4,433	42.92%	5,897	
Supplies & Consumables	1,120	1,120	843	75.29%	277	
Vehicle Maintenance & Repairs	2,500	2,500	1,122	44.88%	1,378	
Capital	353,038	306,802	243,854	69.07%	109,183	See Note A on Wastewater Summary page.
Utilities/Telephone	5,006	5,006	4,018	80.27%	987	
Dues & Publications	1,162	1,162	994	85.58%	168	WEF and WEAT annual memberships.
Professional Fees	26,004	26,004	23,654	90.96%	2,350	WW Permit renewal posted.
Permits & Licenses	1,718	1,718	1,313	76.43%	405	
Liability Insurance	12,320	12,320	11,917	96.73%	402	Annual premium paid.
Office Supplies	4,194	4,194	2,406	57.37%	1,788	
Travel & Meetings	4,800	4,800	3,571	74.39%	1,229	
Software & Computers	34,193	34,193	29,775	87.08%	4,418	Annual Incode paid.
Recording/Reporting	100	100	25	25.00%	75	

Wastewater Utility Fund Operating Expense Cont.
June 30, 2019
75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Sewer Postage	438	438	215	49.18%	223	
Adm Bldg/Equip. Maintenance	1,100	1,100	632	57.46%	468	
Billing Statement Charges	3,360	3,360	2,516	74.87%	844	
Billing Postage	8,100	8,100	5,950	73.46%	2,150	
Miscellaneous	600	600	69	11.58%	531	
Total Operating Expenses	1,628,925	1,510,243	1,163,167		465,758	

Wastewater Utility Fund
Capital, Debt, and Non-Cash Expenditures
June 30, 2019
75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
Capital Outlays						
Digester Planning	100,000	-	-	0.00%	100,000	
Impact fee study	25,000	-	-	0.00%	25,000	Project deferred to FY 19-20.
Master Wastewater Plan	125,000	19,805	19,805	15.84%	105,195	Project scheduled for FY 19-20.
Collection System repairs	170,000	192,872	192,872	113.45%	(22,872)	PY budget not spent did not roll over to this fiscal year.
Total Capital Outlays	420,000	212,677	212,678		207,322	
Lease Interest Expense						
Tax Exempt Lease Interest	15,758	15,758	11,945	75.81%	3,813	Paid quarterly.
Total Lease Interest Expense	15,758	15,758	11,945		3,813	
Non-Cash Adjustments						
Transfer To Vehicle Repl. Fund	39,423	39,423	39,423	100.00%	-	
Sewer Service Depreciation	284,801	273,796	105,668	37.10%	179,133	
Asset Transfers to Balance Sheet	(623,038)	(499,674)	-	0.00%	(623,038)	Transfer to post at year-end.
Total Non-Cash Adjustments	(298,814)	(186,455)	145,091		179,133	
Total Capital, Debt, and Non-Cash	136,944	41,980	369,714		390,268	

Utility Fund
Equipment and Vehicle Replacement
June 30, 2019
75% of Fiscal Year

	Budget	Projection	Year-to-Date Actual	Percent of Budget	Budget Balance	Comments
<u>Revenues:</u>						
Transfer from Water Division	39,423		39,423	100%	-	
Transfer from Wastewater Division	39,423		39,423	100%	-	
Total Revenue	78,846		78,846		-	
<u>Transfers</u>						
Transfer to Water for Purchases	-		-	0%	-	
Transfer to Wastewater for Purchases	-		-	0%	-	
Total Transfers Costs	<u>-</u>		<u>-</u>		<u>-</u>	
Total Expenditures	-		-		-	

Section 3

City of Fair Oaks Ranch
Quarterly Financial Report
June 2019

INVESTMENT REPORT



City of Fair Oaks Ranch

Investment Report Q2 2019

Investment Inventory 4/1/2019 - 6/30/2019

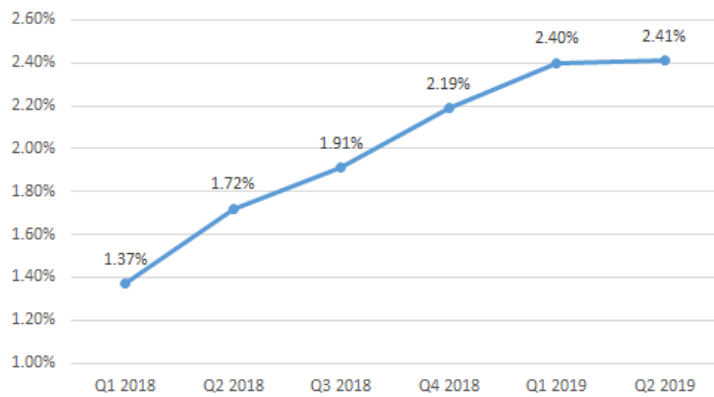
Governmental Fund Investments

Security	Yield	Beg Bal	Transfers In/Out	Interest Earnings	Ending Bal	Ending Market	Weighted Avg Maturity	Maturity Date
Pool (Texpool 004) General	2.410%	10,745,854	(1,094,941)	61,293	9,712,206	9,712,206	34 days	-
Pool (Texpool 006) 2015 CIP Bonds	2.410%	463,355	(62,425)	2,476	403,406	403,406	34 days	-
Pool (Texpool 007) Debt Service	2.410%	1,031	-	6	1,037	1,037	34 days	-
TOTAL		11,210,239	(1,157,366)	63,775	10,116,649	10,116,649		-

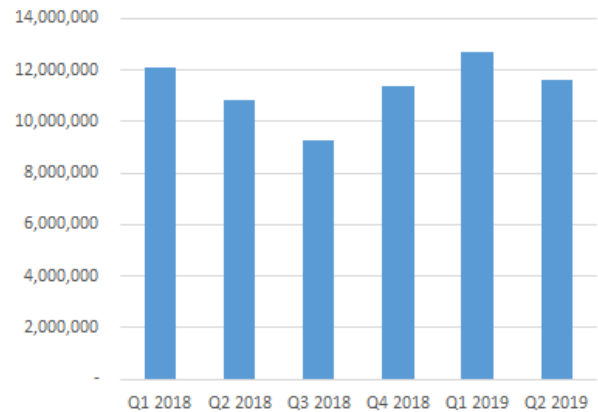
Utility Fund Investments

Security	Yield	Beg Bal	Transfers In/Out	Interest Earnings	Ending Bal	Ending Market	Weighted Avg Maturity	Maturity Date
Pool (Texpool 001) Utility	2.410%	1,104,034	-	6,634	1,110,668	1,110,668	34 days	-
Pool (Texpool 002) Water Cap	2.410%	175,668	-	1,056	176,724	176,724	34 days	-
Pool (Texpool 003) Sewer Cap	2.410%	213,538	-	1,283	214,821	214,821	34 days	-
Pool (Texpool 005) 1997 CO	2.410%	7,823	-	47	7,870	7,870	34 days	-
TOTAL		1,501,063	-	9,020	1,510,083	1,510,083		-

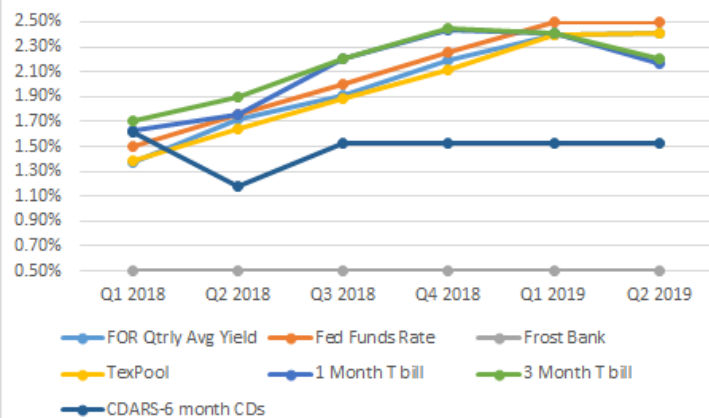
FOR Qtrly Avg Yield



Investment Balance



Comparative Yields



Key Trends

- ▶ The Federal Reserve policymakers have hinted at a possible rate cut of as much as half a percentage point later this year.
- ▶ Transfers in and out of accounts represents vendor payments made, or funding of City operations by transferring funds into the City Operating Cash Account. Transfers into TexPool represent deposits of property tax revenue.

Schedule of FY 18-19 Capital Improvement Projects													FY	
Project/Program	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	19-20	20-21+
EPA program - Vacuum Jetter														
EPA program - Camera														
Replacement Generators														
Collection System Rehab														
Digester Planning														
Impact Rate Study														
Utility Rate Analysis														
Creek Crossings West - fix exposed water line														
SCADA Data Project	Project is being re-examined for viability													
Sludge Dewatering Box	Project was cancelled													
Customer Online Bill Viewer														
North Elevated Storage Tower														
Engineering Design Phase														
Construction Phase														
Planning/Design Phase Execution Phase Deliverable Expected * Schedule may slide depending on status of Master Water/Wastewater Plan.														

Schedule of FY 18-19 Capital Improvement Projects													FY	
Project/Program	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	19-20	20-21+
Master Land Use Plan														
Subdivision Regulations														
Master Land Use Plan														
Zoning Regulations														
Development Handbook														
Building Improvements														
Architectural Design														
Old PD Building - Construction														
City Hall - Construction														

Schedule of FY 18-19 Operational Projects													FY	
Project/Program	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	19-20	20-21+
FM 3351 Expansion														
TxDot Preliminary Planning & Design														
TxDot Construction														
Stormwater Funding														
Planning/Design Phase Execution Phase Deliverable Expected														