

CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, July 15, 2021 at 6:30 PM

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

AGENDA

OPEN MEETING

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

CITIZENS and GUEST FORUM

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

3. Citizens to be heard.

PRESENTATIONS

4. Introduction of new employee, Juan Ramirez, Utility Technician.
Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications
5. Recognition of Court Clerk, Maria Pinedo, for her achievement in her Court Clerk Level II Certification.
Debbie Landrum, Court Administrator
6. Recognition of Officers Allen Paz and Alexander Willis for their promotion to Police Sergeant.
Tim Moring, Police Chief

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.

7. Approval of the June 28, 2021 Regular City Council meeting minutes.
Amanda Valdez, Deputy City Secretary
8. Approval of the July 1, 2021 Regular City Council meeting minutes.
Amanda Valdez, Deputy City Secretary

CONSIDERATION/DISCUSSION ITEMS

9. Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement with Avenu Insights & Analytics, LLC for verification of sales tax receipts.

Clayton Hoelscher, Procurement Manager

10. Consideration and Possible Action appointing additional members to the Utility Rate Advisory Panel and amending the Panel's Charter to allow for additional members.

Sarah Buckelew, CPA, Finance Director

CONVENE INTO EXECUTIVE SESSION

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

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

11. To receive legal advice and to receive and deliberate an offer of settlement for claims made on behalf of a real property owner against the City's operation of well K-2.
12. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
13. 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.

Sec. 551.072 (Deliberation regarding real property)

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

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

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

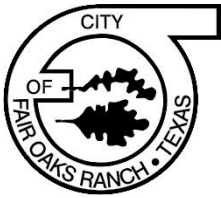
Signature of Agenda Approval: s/Tobin E. Maples

Tobin E. Maples, City Manager

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

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, July 12, 2021 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

Thursday, June 28, 2021 at 5:00 PM

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

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

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

Council Absent: Council Member Hartpence

With a quorum present, the meeting was called to order at 5:00 PM.

2. Pledge of Allegiance – The pledge of Allegiance was led by Katie Margaret.

CITIZENS and GUEST FORUM

3. Keith Rhoden voiced concerns over drainage issues in the Fountains coming from Windermere.

Dick Westbrook spoke of flooding in his subdivision at the Fountains as a result of runoff from Pimlico into his backyard.

PURPOSE OF SPECIAL CALLED MEETING

4. **Presentation and discussion of the City's draft Street Preservation Plan, Master Drainage Plan, Respective Capital Improvement Programs, and the draft FY 2021-22 General Fund Operating Budget and Strategic Action Plan.**

A presentation and discussion regarding the City's General Fund, Court Security, merit and stipend recommendations, communications strategy, street maintenance, stormwater, and drainage issues, were led by City Manager Tobin Maples, Finance Director Sarah Buckelew, Municipal Court Judge Kim Keller, HR Director Joanna Merrill, General Engineering Consultant Oscar Michael "Mike" Garza, representative from K Friese, Mike Persyn, and Public Works Superintendent Julio Colunga.

Mayor Maxton called for a ten-minute break at 7:05 PM.

Mayor Maxton reconvened the meeting at 7:19 PM.

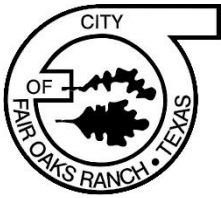
ADJOURNMENT

Mayor Maxton adjourned the meeting at 10:40 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, City Secretary



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, July 1, 2021 at 6:30 PM

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

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

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

Council Absent: Council Member Hartpence

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

2. Pledge of Allegiance – The pledge of Allegiance was led by Michelle Bliss.

CITIZENS and GUEST FORUM

3. Seth Mitchell asked Council to consider not requiring citizens to state their address during citizens to be heard, to consider keeping the property tax rate he referenced in an email to Council as is, and to confirm the advice they were given regarding communications with citizens.

Sharon Brimhall spoke about the utility rate pricing objectives and asked Council to postpone the Civic Center project.

PRESENTATIONS

4. Joanna Merrill, Director of Human Resources & Communications and Mayor Maxton presented to City Manager, Tobin Maples, AICP, an Employee Service Award for 5 years of service.
5. Director of Camp Bullis, Michael Waldrop and Installation Manager for Camp Stanley, Glenn Moore, introduced themselves to Council and the City and expressed desire to continue working closely with Fair Oaks Ranch.

CONSENT AGENDA

6. **Approval of the June 17, 2021 Regular City Council meeting minutes.**

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

VOTE: 6-0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS**7. Consideration and possible action setting Utility Rate Pricing Objectives to guide the Utility rate-setting process.**

Council received a survey to rank the priority of pricing objectives to guide the process. Council provided their surveys back to Angie Flores from Raftelis so that she could bring back the results at a future meeting for discussion.

8. Consideration and possible action on Utility Rate Study Panel appointments.

MOTION: Made by Mayor Maxton, seconded by Council Member Stroup, to appoint all 18 applicants to the Utility Rate Advisory Panel. (Tom Jaster, Seth Mitchell, Jorge Del Alamo, Jeff DeFranco, Gordon Jaehne, Ron Madura, Cynthia Mitchell, EJ Jaax, Chris Buonocore, John M. Sosa, David Warner, Steven Robertson, Gaylia Kelley, David Horwath, Brandi Crawford, Dana Krone, Laura Okey, and Gary Burkhardt)

VOTE: 6-0; Motion Passed.

Additional applicants from Zone A will be sought for appointment at a future date.

9. Consideration and possible action declaring excess City property surplus and authorizing disposal.

MOTION: Made by Council Member Elizondo, seconded by Council Member Stroup, to authorize the City Manager to sell, auction or dispose of equipment declared as surplus by the most practical and profitable means.

VOTE: 6-0; Motion Passed.

10. Consideration and possible action regarding an update on the Civic Center and City Hall Renovation project.

City Manager, Tobin Maples, informed Council that bids for the project came in higher than hoped. Council provided direction to set aside the Civic Center portion of the project and focus on City Hall renovations during the budget process.

CONVENE INTO EXECUTIVE SESSION

City Council convened into Executive Session at 8:07 PM regarding:

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

13. 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.

Sec. 551.074 (Personnel Matters)

14. To discuss the hiring of the Director of Public Works and Engineering Services.

City Council did not convene into Executive Session regarding:

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

11. To receive legal advice and to receive and deliberate an offer of settlement for claims made on behalf of a real property owner against the City's operation of well K-2.
12. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.

RECONVENE INTO OPEN SESSION

Mayor Maxton reconvened into Open Session at 9:29 PM. No action was taken.

ADJOURNMENT

Mayor Maxton adjourned the meeting at 9:30 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
July 15, 2021

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement with Avenu Insights & Analytics, LLC for verification of sales tax receipts.

DATE: July 15, 2021

DEPARTMENT: Finance

PRESENTED BY: Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

Financial Integrity is a top priority in the City's strategic plan, which includes developing sustainable financing strategies aligned with service delivery expectations. Part of the revenue the City receives comes from sales and use taxes. The City is seeking a consultant to perform a comprehensive audit of these revenue sources to ensure the City is receiving the proper amount due.

Avenu Insights & Analytics, LLC is a national consulting firm that specializes in this area. The consultant will assist the City in enhancing its sales and use tax revenues by detecting, documenting, and correcting errors, which could produce previously unrealized revenue for the City. The consultant will assist businesses in preparing and filing amended returns and/or reallocation requests with the Texas Comptroller's office in order to gain compliance.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Obtaining an audit of these revenue sources helps ensure the City is obtaining the maximum and proper amount of revenue for sales and use taxes.

- 1.) Will achieve Strategic Objective 1.4 under Financial Integrity to Develop Sustainable Financing Strategies Aligned with Service Delivery Expectations.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

There is no up-front cost for the City. Fees are on a contingency basis, calculated as a percentage of revenue increases received due to correction of past errors, as well as increases received due to the discovery and correction of errors for a 24-month period.

LEGAL ANALYSIS:

Avenu Insights & Analytics, LLC has agreed to all terms of the City's Professional Service Agreement.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign the Professional Services Agreement with Avenu Insights & Analytics, LLC for a Sales/Use Tax Compliance Review.

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
 KENDALL 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 Avenu Insights & Analytics, LLC (“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 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). 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 B throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit B, 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 "B".

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 be 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 Kendall County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Kendall 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.

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.

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.

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.

EXECUTED, by the City on _____.

CITY:

By: _____

Name: Tobin Maples

Title: City Manager

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL:

By: _____

Name: Mike Melka

Title: Chief Financial Officer

PROFESSIONAL

Avenu Insights & Analytics
Attn; Contracts Department
7625 N. Palm Ave., Ste. 108
Fresno, CA 93711

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A – SCOPE OF WORK SALES/USE TAX COMPLIANCE REVIEW

Objectives and Methods

CONSULTANT's Sales/Use Tax Compliance Review is designed to assist CITY in enhancing its sales/use tax revenues by detecting, documenting, and correcting sales/use tax errors thereby producing previously unrealized revenue for CITY.

Scope of Work

In providing the Sales/Use Tax Compliance Review, CONSULTANT shall:

- Meet with CITY's designated staff to review service objectives, scope, procedures, coordination of effort, work plan schedule, public relations, and logistical matters.
- Establish an appropriate liaison with the CITY and define logical checkpoints for reviewing progress.
- Perform a review of the CITY's businesses' sales/use tax remittances in an effort to ensure proper application of local sales/use tax law and achieve past and/or prospective compliance, as applicable.
- On behalf of the CITY, CONSULTANT will assist the businesses, as necessary, in the preparation and filing of amended returns and/or reallocation requests with the Comptroller's office in order to gain compliance. CONSULTANT and/or the CITY may also provide additional documentation to the Comptroller's office to request its assistance in gaining compliance from taxpayers as needed.

Deliverables

Progress Reports

CONSULTANT will provide periodic progress reports to CITY in the form of status updates. CONSULTANT's progress reports will identify errors detected, documented and corrected.

CITY Assistance

CITY shall assist CONSULTANT by providing information and assistance necessary to perform the Sales/Use Tax Compliance Review to include, without limitation, the following:

- Providing CONSULTANT historical sales/use tax information including but not limited to confidentiality reports previously received from the Comptroller for past periods, if available.
- Issuing necessary documentation to the Comptroller to allow CONSULTANT to access and receive detailed confidentiality reports on an on-going monthly basis.
- Providing a letter of introduction identifying CONSULTANT as an authorized agent of the CITY to perform the Sales/Use Tax Compliance Review and to receive and examine taxpayer records necessary to assure sales/use tax compliance.
- Pursuing in good faith corrective action on errors detected by CONSULTANT.
- Issuing necessary documentation to the Comptroller to correct errors validated by CONSULTANT.

The parties agree that the CITY and/or the Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the CITY's sales/use tax, recognizing that CONSULTANT's role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors by taxpayers in the application, calculation, collection, and/or remittance of sales/use taxes and, ii) providing CITY with technical assistance, without assuming or being delegated the authority or responsibility of CITY to administer, interpret, and enforce its sales/use taxes.

EXHIBIT B - COMPENSATION SALES/USE TAX COMPLIANCE REVIEW

Provided that the Effective Date is on or before January 20, 2021, in exchange for CONSULTANT performing the work indicated above, the CITY will pay CONSULTANT as follows:

The CITY shall pay CONSULTANT a 35% contingency fee. The fee applies to the sales/use tax revenue received by the CITY from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The Contingency Fee applies to both: (a) past compliance (as applicable) – sales/use tax revenues received by the CITY from prior periods; and (b) prospective compliance (as applicable) -- incremental increase in sales/use tax revenues received for the first eight consecutive reporting quarters (24 months) following correction of the errors and confirmation of receipt of revenue by the CITY. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior 12 months immediately prior to the first month of correct tax remittance.

CONSULTANT will invoice CITY quarterly based on past and/or prospective compliance secured on behalf of CITY. Invoices are due and payable upon receipt.

All expenses incurred by CONSULTANT in providing the Sales/Use Tax Compliance Review are the sole and exclusive responsibility of CONSULTANT, except those expenses that receive prior written approval by CITY.

Completion of Services

Notwithstanding anything else in this Agreement to the contrary, the CITY will pay CONSULTANT per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. CONSULTANT will provide CITY with a list of taxpayer accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination ("completion list"). CONSULTANT is allowed to continue working those taxpayer accounts on the completion list for a reasonable time to obtain a correction.

Additional Consulting

CITY may request that CONSULTANT provide additional consulting services at any time during the term of this Agreement. If CONSULTANT and CITY agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

EXHIBIT C
AVENU Helpful Contacts

Contact	Project Role	Phone	Email
Mike Sample	Client Services Manager	281.723.8203	mike.sample@avenuinsights.com
Chris Yearly, CPA	VP, Sales & Use Tax	972.447.4953	chris.yearly@avenuinsights.com
Irene Reynolds	Client Relations Manager	559.271.6867	irene.reynolds.@avenuinsights.com
Jaimie Lewis	Billing Department	571.485.7875	billing@avenuinsights.com
Francesco Mancia, MBA	VP Government Relations	559.288.7296	fran.mancia@avenuinsights.com
Francis Enaholo	Contracts Director	571.441.1863	francis.enaholo@avenuinsights.com

EXHIBIT B
REQUIRED INSURANCE



GOVEREV-01

CSOK Item #9.

DATE (MM/DD/YYYY)

1/24/2020

CERTIFICATE OF LIABILITY INSURANCE

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 have ADDITIONAL INSURED provisions or 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 Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661	CONTACT NAME: Daniel R. Gunter PHONE (A/C, No, Ext): (312) 239-2890 FAX (A/C, No): (312) 263-1551 E-MAIL ADDRESS: dgunter@thompsonflanagan.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Avenu Holdings, LLC 7625 Palm Ave., Suite 108 Fresno, CA 93711	INSURER A : Hartford Casualty Insurance Company	
	INSURER B : Trumbull Insurance Company	
	INSURER C : RSUI Indemnity	
	INSURER D : Axis Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			83 UUN AA6800	1/24/2020	1/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			83 UUN AA6800	1/24/2020	1/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			83 RHU AA6623	1/24/2020	1/24/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	83 WE AE7C2X	1/24/2020	1/24/2021	☒ 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
C	Tech E&O / Cyber			LCY780534	1/24/2020	1/24/2021	Per Claim/Agg
D	Crime			P-001-000245516-01	1/24/2020	1/24/2021	Limit

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

Per the cancellation wording listed on this form, the policy provisions include at least 30 days' notice of cancellation except for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage	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 



ADDITIONAL REMARKS SCHEDULE

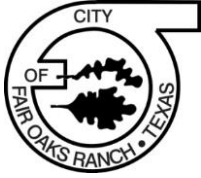
AGENCY Thompson Flanagan Executive Liability Group		NAMED INSURED Avenu Holdings, LLC 7625 Palm Ave., Suite 108 Fresno, CA 93711
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds:

1. Government Revenue Solutions Holdings I, LLC
2. Avenu Holdings, LLC
3. Avenu Insights & Analytics LLC
4. MuniServices, LLC d/b/a Avenu MuniServices, LLC
5. eGov Solutions, LLC
6. Ram Ware, LLC
7. Avenu Insights, LLC
8. Avenu Canada
9. Avenu AcquireCo ULC
10. Avenu Pension Administration Solutions ULC
11. Avenu SLS Holdings, LLC
12. CGS Local Government Solutions, LLC
13. CGSLGS Holdings, LLC
14. Avenu Unclaimed Property Systems, LLC
15. Avenu Enterprise Solutuions, LLC
16. Avenu Government Systems, LLC
17. Avenu Government Record Services, LLC
18. Avenu Title Records, LLC
19. The Windward Group LLC



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
July 15, 2021

AGENDA TOPIC: Consideration and Possible Action appointing additional members to the Utility Rate Advisory Panel and amending the Panel's Charter to allow for additional members.

DATE: July 15, 2021

DEPARTMENT: Finance

PRESENTED BY: Sarah Buckelew, CPA, Finance Director

INTRODUCTION/BACKGROUND:

At the July 1, 2021, Regular City Council meeting, Council voted to appoint the 18 applicants that applied to volunteer on the Panel. Council also directed staff to seek additional applicants from Zone "A" of the City's water utility system and to bring forward an amendment increasing the number of Panelists.

The purpose of this agenda item is to amend the Fair Oaks Ranch Water, Wastewater and Reuse Rate Study Advisory Panel Charter to increase the allowable limit of members from 15 to 20 and to facilitate the process of appointing additional members from Zone "A" to the Utility Rate Advisory Panel if applications are received.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The City believes strongly in listening to the community when making decisions that affect them.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

There is no financial impact for this agenda item.

LEGAL ANALYSIS:

No legal analysis was required for this agenda item.

RECOMMENDATION/PROPOSED MOTIONS:

First Motion:

I move to amend the first sentence of the section of the Fair Oaks Ranch Water, Wastewater and Reuse Rate Study Advisory Panel Charter titled Composition, Size, and Recruitment of the Panel to read as follows: The panel will be made up of no more than 20 members from the community, with members selected by Council after receiving and reviewing applicants.

Second Motion:

I move to appoint the following individuals to the Utility Rate Advisory Panel:

-
-

Fair Oaks Ranch Water, Wastewater and Reuse Rate Study

Advisory Panel Charter

Introduction and Background

The City of Fair Oaks Ranch hired Raftelis in early 2021 to conduct a rate study for the City's water, wastewater, and reuse rates. It's the first time the City has hired a consultant to complete this work. Rate studies are conducted as a best practice to ensure that the City's water utilities' financial health is maintained, and that the City is well prepared to meet its future financial needs.

Rate Study Objectives

The objectives of the rate study include the completion of a water, wastewater and reuse cost of service and rate study (study). The study will include a communication plan, a financial planning policy review, development of a financial planning model, a retail cost of service analysis and the design of customized rate structures that meet the City's unique needs.

Rate Study Panel – Charge and Charter

The City believes strongly in listening to the community when making decisions that affect them. Therefore, as part of the rate study process, the City has assembled a volunteer advisory panel made up of a diverse group of community members that represent different interests. The panel will meet approximately five times during the rate study process to provide their input and community perspective.

Advisory Panel Purpose and Relationship to Fair Oaks Ranch City Council

The mission of the panel is to ***provide diverse perspectives that represent our community; to be consulted and to share input on the City's future rate structure(s) and rates for water, wastewater, and reuse.*** The panel has two overarching purposes:

- a. Provide views that represent the many types of customers affected by new rates
- b. Provide input on rate structure options and associated customer impacts

The panel is a consultative group, meaning that its purpose is to serve as a focus group that examines and gives feedback as the rate structures are developed.

The Fair Oaks Ranch City Council is the policy and decision-maker, meaning that it will be made aware of the panel's input and how it was used in developing recommendations, but ultimately the City Council will decide what to implement.

Fair Oaks Ranch Water, Wastewater and Reuse Rate Study Advisory Panel Charter

Composition, Size, and Recruitment of the Panel

The panel will be made up of no more than ~~15~~ 20 members from the community, with the members selected by Council after receiving and reviewing applicants. This will allow for enough diversity of thought to have engaging discussions and ensure that there are members that represent different interests or perspectives within the population the City serves. It's important that no current or immediate past elected officials or candidates be members of the Panel to assure the conversations are not political.

Meeting Frequency and Duration

There will be five scheduled meetings from July to November, 2021. A schedule of meetings will be set once the panel is appointed and every effort will be made to set the meetings on dates and times that work for the group.

The tentative meeting schedule is shown below. Meetings will last no more than two hours.

Meeting	Tentative Date	Tentative Agenda
1	July, 2021	Introductions (City) Charter/Mission (Consultant) Water/wastewater/reuse system overview (City) Overview of current rates and rate history (Consultant)
2	August, 2021	Ratemaking 101 (Consultant) Group dialogue on Council's pricing objectives (consultant)
3	September, 2021	Cost of service review/future capital needs (Consultant) Preliminary revenue adjustments and rate structure options for wet weather events (Consultant)
4	October, 2021	Review and evaluate and rate structure and select preferred alternatives (consultant) Review Panel report to Council (Consultant)
5	November, 2021	Obtain input on communications about rate structure to larger community (Consultant)

Role of the Facilitator

While the Panel will not be making any decisions for the City, their input will inform recommendations made for City Council adoption.

A consultant from Raftelis will serve as facilitator of the Panel throughout its time together. As an impartial player in the process, the facilitator will set the agenda, establish clear context for all discussion, create an environment where all parties are comfortable, listen actively, evoke the creativity of the group, and ask appropriate questions. The facilitator will work to ensure that panel participants' time is maximized and that all panel participants have an opportunity to participate fully and express their point of view.

Fair Oaks Ranch Water, Wastewater and Reuse Rate Study Advisory Panel Charter

The facilitator will be responsible for record keeping and documentation of the meetings. After each meeting, the facilitator will prepare a meeting summary that captures the discussion, the outcomes, and next steps. The panel will be asked to review each summary for inclusion in the final report.

Roles and Responsibilities of Panel Members:

Panel members will be expected to:

- Attend all meetings, as reasonably possible
- Review agenda and informational material between meetings
- Be respectful of others' views and input
- Understand the time constraints of the fee setting process and respect the meeting times
- Provide thoughtful input on fee proposals, including perspective from other groups or people they represent
- Share information they learn with groups or people they represent within the boundaries set by the facilitator
- Remain accessible to the study team for follow-up as needed

Panel participants can not send substitutes or proxies to meetings.

Responsibilities of City Staff and Consultant

Presentations, project reports and feedback opportunities will be provided by the City and the consultant at each meeting. Meeting agendas will be provided to panel participants at least four days in advance of a meeting.

The City and consultant will ensure no relevant topics are excluded from consideration within the rate study objectives provided in this charter. If questions arise during a panel meeting, City staff will do their best to answer those questions with available data at the next meeting.

Sarah Buckelew will be the point of contact for the panel participants. The Consultant will summarize the salient information gained during the Panel meetings and City staff will include it in City Council updates as appropriate.

The Consultant will develop a written draft report and include how Panel input was incorporated into the recommendations when presenting to City Council.

Advisory Panel Relationship and Duty to the Broader Public

Panel meetings can be open to the public so that the public can observe the Panel's work, however, no public comment or questions will be permitted during the meetings.

Opportunities for additional public input into the rate study process will be provided.