

CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, April 15, 2021 at 6:30 PM
Via Zoom Videoconference

AGENDA

VIRTUAL MEETING NOTICE

There exists a public health emergency related to the COVID-19 VIRUS that necessitates a meeting of the city council to take place via video conference pursuant to government code chapters 551.127, as modified by executive order of the Governor.

Zoom Videoconference Link: <https://www.zoomgov.com/j/1605181254> (Select Link)

Phone in number: US: +1 669 254 5252 or +1 646 828 7666 or 833 568 8864 (Toll Free)

Webinar ID: 160 518 1254

If you wish to address the City Council via telephone, please select *9 on your phone, this will place you in a queue for speaking. At the appropriate time, the City Secretary will call upon each individual separately. *6 will unmute your phone to allow you to speak.

OPEN MEETING

Roll Call - Declaration of a Quorum.

Pledge of Allegiance

CITIZENS and GUEST FORUM

*If you wish to address the City Council, select *9 on your phone; this will place you in a queue for speaking. At the appropriate time the City Secretary will call upon each individual separately. Select *6 to unmute your phone to speak. 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.*

1. Citizens to be Heard.

PRESENTATIONS

2. Recognition of Employees of the Year for 2020, Steven J. Fried, Water Supervisor and Brian R. Le Jeune, IT Manager.

Joanna Merrill, Director of Human Resources and Communications

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.

- [3.](#) Approval of the April 1, 2021 Regular City Council meeting minutes.

Christina Picioccio, City Secretary

- [4.](#) Approval of the second reading of an Ordinance allowing for landscape irrigation systems for leak appeal consideration and for ratifying the temporary waiving of plumbing permit requirements for repairs resulting from the February 2021 winter storm.

Julio Colunga, Public Works Superintendent

- [5.](#) Consideration and possible action recommending the approval of a Preliminary Plat request from SA Front Gate, LLC for Front Gate Unit 7 proposing 20 single-family residential lots, generally located on the south side of Van Raub Elementary School and north of Fair Oaks Parkway, City of Fair Oaks Ranch, Texas.

Katherine Schweitzer, P.E., Manager of Engineering Services
Lata Krishnarao, AICP, LEED ND, Consultant, Gunda Corporation

CONSIDERATION/DISCUSSION ITEMS

- [6.](#) Consideration and possible action authorizing the City Manager to develop a Strategic Action Plan for the Dietz Elkhorn Road Corridor

Michael Garza, PE, PTOE, RSP1, General Engineering Consultant

- [7.](#) Consideration and possible action approving the first reading of an Ordinance amending the City's Code of Ordinances, Chapter 13, Article 13.06 Water Conservation Plan.

Melissa Castro, Environmental Compliance Manager

- [8.](#) Consideration and possible action approving a Resolution authorizing the City Manager to submit an application for and to accept Federal Funds from the Federal Emergency Management Agency related to DR-4586.

Sarah Buckelew, CPA, Finance Director

- [9.](#) Consideration and possible action approving a Resolution authorizing the City to submit a grant application and accept payment of Federal Funds related to the American Rescue Plan Act of 2021.

Sarah Buckelew, CPA, Finance Director

- [10.](#) Consideration and possible action authorizing the City Manager to sign a Professional Service Agreement with Matrix Consulting Group for a Police Standards of Cover and Utilization Study.

Clayton Hoelscher, Procurement Manager

- [11.](#) Consideration and possible action authorizing the City Manager to sign a Professional Service Agreement with Emergency Services Consulting International for a Fire and EMS Standards of Cover and Utilization Study.

Clayton Hoelscher, Procurement Manager

- [12.](#) Consideration and possible action to accept a Kendall County Citizen's Law Enforcement Academy Alumni Association (KCCLEAAA) Grant to FORPD.

Roy Elizondo, City Council Member, Place 2
Tim Moring, Chief of Police

- [13.](#) Consideration and possible action to adopt Phase 1 branding deliverables for the City of Fair Oaks Ranch's Municipal Offices.

Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications

REPORTS FROM STAFF/COMMITTEES/COUNCIL

14. Leon Springs Volunteer Fire Department Recognition.

Laura Koerner, Council Member Place 4

15. Fire Services Contract.

Tobin Maples, AICP, City Manager

- [16.](#) Upcoming Budget Process and Budget Calendar

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:

17. 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.
18. 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.
19. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
20. Update on the pending police Administrative Hearing for a Report of Separation regarding former officer Richard Davila, and other matters in connection therewith.

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

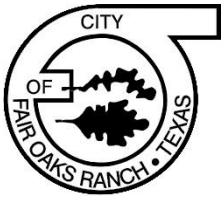
Requests for City topic needing additional information/research; or, potential consideration for a future agenda

Signature of Agenda Approval: s/Carole Vanzant
Carole Vanzant, Assistant City Manager

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

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, April 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 REGULAR MEETING
 Thursday, April 01, 2021 at 6:30 PM
 Via Zoom Videoconference

MINUTES

OPEN MEETING

Council Present: Mayor Manitzas and Mayor Pro Tem Elizondo

Council Members: Havard, Hartpence, Koerner, Patel, and Maxton

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

CITIZENS and GUEST FORUM

1. Citizens to be heard.

The City Secretary read a letter into the record from Arnoldo Medina. Mr. Medina wrote to clarify that his comments at the April 1, 2021 council meeting were made at a high level, abbreviated manner. He intended to provide input and not to advise Council Members about conflicts of interest related to the storm water utility nor ask Council Members to recuse themselves from decisions.

CONSIDERATION/DISCUSSION ITEMS

Due to scheduling conflicts, the consultant, Andrew Friedman asked to speak at the beginning of the meeting.

8. Consideration and possible action authorizing the City Manager to sign a Professional Service Agreement with Malone and Wheeler for engineering consulting services for solids handling volute dewatering press system.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Koerner to authorize the City Manager to sign a Professional Services Agreement with Malone and Wheeler for engineering procurement and construction services at a cost of \$142,260.00 and a contingency of \$14,226.00 totaling a cost not to exceed of \$156,486.00.

VOTE: 6-1; Motion Passed. Council Member Hartpence voted nay.

PRESENTATIONS

1. Joanna Merrill, Director of Human Resources & Communications, presented a 15 Year Service Award to Police Chief Tim Moring.
2. Richard Sena, BISD Trustee, presented to Council a presentation regarding an update on BISD Demographic Report on student enrollment.

3. Oscar Michael "Mike" Garza, P.E., PTOE, RSP1, General Engineering Consultant from Legacy Engineering Group provided a presentation to Council regarding a pavement preservation plan for the City.
4. Dan Santee, City Attorney, provide to Council a presentation regarding Conflict of Interest Compliance.

CONSENT AGENDA

5. **Approval of the March 18, 2021 Regular City Council meeting minutes.**
6. **Approval of a Resolution appointing a Director to the Fair Oaks Ranch Municipal Development District (FORMDD) Board of Directors.**

Council Member Patel requested that the March 18, 2021 minutes (Item 5) be moved from the consent agenda for discussion.

ITEM # 6

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Hartpence to approve the Consent Agenda Item #6.

VOTE: 7-0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

ITEM # 5.

MOTION: Made by Council Member Patel, seconded by Council Member Hartpence to amend the minutes to include the information submitted by Mr. Arnoldo Medina.

City Secretary, Christina Picioccio, read the proposed amendment to the minutes as provided by resident Arnoldo Medina. After a brief discussion amongst council members, Council Member Patel withdrew her motion.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Maxton to approve the March 18, 2021 Regular City Council meeting minutes as written.

VOTE: 5-2; Motion Passed. Council Members Hartpence and Patel voted nay.

7. **Consideration and possible action approving the first reading of an ordinance allowing for landscape irrigation systems for leak appeal consideration and for ratifying the temporary waiving of plumbing permit requirements for repairs resulting from the February 2021 winter storm.**

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Patel to approve the first reading of an ordinance temporarily allowing for landscape irrigation breaks to be considered for a leak appeal adjustment and ratifying the City Manager's decision to waive applicable plumbing permit fees.

VOTE: 7-0; Motion Passed.

REPORTS FROM STAFF/COMMITTEES/COUNCIL**9. North side water tower report.**

Sarah Buckelew, CPA, Finance Director and Katherine Schweitzer, P.C., Manager of Engineering Services provided to Council an update on the north side water tower.

10. Report on TxDOT FM 3351 Projects.

Fernando Camarillo, P.E., Poznecki -Camarillo LLC and Richard de la Cruz of TxDOT presented a report on TxDOT FM 3351 Projects to the council.

11. Monthly Financial Update.

Sarah Buckelew, CPA, Finance Director presented the monthly financial update.

CONVENE INTO EXECUTIVE SESSION

City Council convened into Executive Session at 10:19 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. Kuitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.
15. Update on the pending police Administrative Hearing for a Report of Separation regarding former officer Richard Davila, and other matters in connection therewith.

Sec. 551.071 (Deliberation regarding real property)

16. 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.

City Council did not convene into Executive Session regarding:

Sec. 551.071 (Consultation with Attorney)

12. 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.
14. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.

RECONVENE INTO OPEN SESSION

The Mayor reconvened into Open Session at 10:54 PM.

A roll call reestablishing a quorum was taken:

Council Present: Mayor Manitzas and Mayor Pro Tem Elizondo

Council Members: Havard, Koerner, Patel and Maxton

Council Member Hartpence did not rejoin the meeting following Executive Session.

No action was taken.

ADJOURNMENT

Council Member Patel asked that at a future meeting Mike Garza return to Council with a follow-up presentation regarding the Dietz Elkhorn Corridor Study providing possible solutions.

Council Member Koerner asked for an update on the status of the fire renewal contract.

Mayor Manitzas adjourned the meeting at 10:56 PM.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary



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

AGENDA TOPIC: Approval of the second reading of an Ordinance temporarily allowing for landscape irrigation systems for leak appeal consideration and for ratifying the temporary waiving of plumbing permit requirements for repairs resulting from the February 2021 winter storm

DATE: April 15, 2021

DEPARTMENT: Public Works

PRESENTED BY: Julio Colunga, Public Works Superintendent (Consent Agenda)

INTRODUCTION/BACKGROUND:

Starting February 13, 2021 a winter freeze occurred throughout the City until February 18, 2021.

Plumbing permit fees waived: During this period some residents and business owners experienced plumbing issues causing lack of water. Accordingly, as a public health and safety measure, the City Manager on February 18 took the following action to assist in repairing plumbing issues resulting from the winter storm:

1. Homeowners and business owners were encouraged to make necessary repairs as soon as possible.
2. Allowance for filing of plumbing permit application after repairs were made.
3. To offer financial assistance, appropriate permit fees waived through March 30, 2021.

Tonight's agenda item is to ratify the temporary waiver of plumbing permit fees for necessary repairs performed from February 18 through March 31, 2021. To date, four plumbing permit fees totaling \$200 has been waived.

Leak Appeal Temporary Allowance of Landscape Irrigation Systems: Immediately following the event, Fair Oaks Ranch Utilities (FORU) received calls inquiring what relief, if any, would be afforded to customers who experienced breaks in irrigation.

Fair Oaks Ranch Code of Ordinances, Chapter 13; Section 13.03.014 allows for FORU customers to request a water loss appeal adjustment when a water leak occurs resulting from a pipe failure. Section 13.03.007 states *pipe failure shall not include* any landscape irrigation or component of said, valves, faucets, hoses and any mechanical equipment malfunction, such as water softeners, washing machines or other similar equipment.

As of March 24th, four leak appeal submissions have been received. According to Chapter 13; Section 13.03.014c, customers with a valid leak appeal submission are charged for the loss of water at the lowest tiered rate. The credit adjustment for current submissions totals \$518.

Being that landscape irrigation breakage, during the unusual winter storm was beyond the control of customers, this agenda item is to ask for consideration to approve current credit adjustment. In addition, as staff utilizes AquaHawk to verify abnormal water consumption, we request approval

of any submissions received before April 16, 2021. If approved, communication to customers will be placed on the April FORU billing statement.

The first reading of this Ordinance was presented and approved by City Council at the April 1, 2021 council meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Provides temporary leak appeal adjustments relative to landscape irrigation breaks resulting from the February 2021 winter storm.
2. Ratifies the immediate action taken by staff to assist residents and business owners to repair plumbing issues resulting from the winter storm.
3. Provides financial assistance
4. Ensured a measure was taken to protect the public's health and safety.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Relative to leak appeal adjustments, customers are charged for usage at the lowest tiered rate. Approved appeal adjustments for irrigation systems will have a slight impact to the Enterprise Fund budget. To date, the impact is \$518.

Waiver of plumbing permit fees, to date, total \$200. This impact affects the General Fund.

LEGAL ANALYSIS:

Legal review as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda (I move to approve the first reading of an Ordinance temporarily allowing for landscape irrigation breaks to be considered for a leak appeal adjustment and ratifying the City Manager's decision to waive applicable plumbing permit fees.)

AN ORDINANCE

AN ORDINANCE OF THE CITY OF FAIR OAKS RANCH TEMPORARILY AMENDING THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 13 “UTILITIES”; ARTICLE 13.03 “WATER AND SEWER SYSTEM” SECTION 13.03.007 “WATER CHARGES GENERALLY”; RATIFYING THE TEMPORARY WAIVER OF PERMIT FEES FOR THE REPAIR OF PLUMBING FIXTURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND AN IMMEDIATE EFFECTIVE DATE AND TERMINATION DATE OF APRIL 30, 2021.

WHEREAS, starting February 13, 2021 a winter freeze occurred throughout the City of Fair Oaks Ranch until February 18, 2021; and,

WHEREAS, Fair Oaks Ranch Utilities customers experienced water loss due to landscape irrigation and other type of plumbing fixtures; and,

WHEREAS, customers called inquiring what relief, if any, would be afforded to them in regards to necessary repairs of plumbing fixtures; and,

WHEREAS, between February 19 through March 31, 2021, as a public health and safety measure the City Manager waived permit fees for necessary repair of plumbing fixtures caused by the storm; and,

WHEREAS, Chapter 13 Section 13.03.007 of the City’s code of ordinances does not allow for leak appeal adjustments relative to landscape irrigation breaks; and,

WHEREAS, the City Council hereby finds it to be beneficial to Fair Oaks Ranch Utilities’ customers to amend Chapter 13 Section 13.03.007 of the City’s code of ordinances for the period beginning on the effective date of this ordinance and ending April 30, 2021 and to ratify the waiver of permit fees between February 19 through March 31, 2021 relative to repair of plumbing fixtures.

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

- PART 1.** Chapter 13 “Utilities”; Article 13.03 “Water and Sewer System” Section 13.03.007 “Water Charges Generally” of the City’s Code of Ordinances is hereby temporarily amended as set forth in the attached Exhibit A.
- PART 2.** Waiver of plumbing permit fees from February 18 through March 31, 2021 is hereby ratified for plumbing repairs needed due to the 2021 winter freeze.
- PART 3.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- PART 4.** 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 5.** 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 6.** This ordinance shall take effect immediately from and after its second reading and passage and shall terminate on April 30, 2021. Upon termination, Section 13.03.007 of Article 13.03 will automatically revert back as set forth in the attached Exhibit A.
- PART 7.** 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 8.** 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.

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

PASSED and APPROVED on First Reading this 1st day of April, 2021.

PASSED, APPROVED, and ADOPTED on Second Reading this 15th day of April, 2021.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

Exhibit A

[Deletions shown as strike through]

From the effective date of this ordinance through April 30, 2021, Chapter 13 "Utilities"; Article 13.03 "Water and Sewer System" Section 13.03.007 "Water Charges Generally" of the City's Code of Ordinances is hereby temporarily amended as follows:

ARTICLE A13.03 WATER AND SEWER SYSTEM**Sec. 13.03.007 Water charges generally**

Customers shall pay for all water that passes through that customer's meter at the applicable water rates as shown in the fee schedule in appendix A to this code. However, excessive consumption, beyond the control of the utility customer, resulting from pipe failure may be adjusted per the water loss appeal adjustment procedure set forth in section 13.03.014. Pipe failure shall not include ~~any landscape irrigation or component of said~~, valves, faucets, hoses and any mechanical equipment malfunction, such as water softeners, washing machines or other similar equipment.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 15, 2021

AGENDA TOPIC: Consideration and possible action recommending the approval of a Preliminary Plat request from SA Front Gate, LLC for Front Gate Unit 7 proposing 20 single-family residential lots, generally located on the south side of Van Raub Elementary School and north of Fair Oaks Parkway, City of Fair Oaks Ranch, Texas

DATE: April 15, 2021

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Katherine Schweitzer, P.E., Manager of Engineering Services
Lata Krishnarao, AICP, LEED ND, Consultant, Gunda Corporation

SUMMARY:

The purpose of this Preliminary Plat is to create 20 residential lots, two private streets (Shady Gate and Irving Circle), and 3 reserves that will be maintained as green belts, drainage easements, open spaces, and underground utility easements. The lot sizes range from 0.22 acres to 0.40 acres.

The subdivision is generally located south of Van Raub Elementary School and north of Fair Oaks Parkway (see attached Exhibit A: Location Map). Street access to the subdivision will be provided from Whisper Gate and Bullis Pond, that have been constructed and accepted by the City.

BACKGROUND

A Master Plan for this 173-acre development was approved in 2012 and included 548 lots and 10.3 acres (approximately) of open space. The Master Plan showed the general location, number of lots, and lot breakdown based on lot size. According to the Subdivision Ordinance that this development was approved under, the minimum lot width required was 70 foot for each lot. An updated Master Plan has been attached as Exhibit B.

Attached Exhibit B shows the location of the area being platted in relation to the entire Front Gate development. Exhibit C shows the current status of the development, number and size of lots, lot configuration, recordation data, and construction status. A detailed breakdown of the development progress (as of February 2021) of the various units, as provided by the applicant, is summarized below in Table 1: Front Gate Development Construction Status. The total number of lots actually platted and constructed appears to be less than the 548 lots shown on the Master Plan. Additionally, the open space amounts to 10.79 acres.

Table 1: Front Gate Development Construction Status

Status	Constructed	Under Construction	Not Platted
Units	1, 2A, 2B, 3, 8, 9, 10, 12	4, 5	6,7
Number of lots	364	114	65

The open space exhibits (Exhibits D and E) show the amount and location of open space. Attachment F shows an aerial view of the Front Gate Unit development. The aerial map is not current and the street giving access to this subdivision is constructed and has been accepted by the City.

The proposed Preliminary Plat that establishes Front Gate Unit 7 is in conformance with the Master Plan.

The Preliminary Plat review is based on the requirements of the Subdivision Regulations contained in Chapter 10 of the Code of Ordinances, that was in effect at the time of the approval of the Master Plan. Staff has reviewed the Preliminary Plat and relayed review comments to the applicant. Staff has been working with the applicant to address comments generated by staff review. An update will be provided at the Planning and Zoning Commission meeting.

At the April 8, 2021 Planning and Zoning Commission meeting the Commission recommended approval of the Preliminary Plat with the following conditions:

1. Applicant to correct the plat notes to reflect the revisions related to the addition of street names. All references to the proposed streets should include the street names and not numbers, as indicated by staff on the marked up plat.
2. Applicant needs to remove the term "reserve" from the description of private streets, as indicated by staff on the marked up plat.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

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

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

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

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

RECOMMENDATION/PROPOSED MOTION:

I move to approve the Preliminary Plat with the following minor conditions:

3. Applicant to correct the plat notes to reflect the revisions related to the addition of street names. All references to the proposed streets should include the street names and not numbers, as indicated by staff on the marked up plat.
4. Applicant needs to remove the term "reserve" from the description of private streets, as indicated by staff on the marked up plat.

Exhibit A: Front Gate Unit 7 Site Location Map

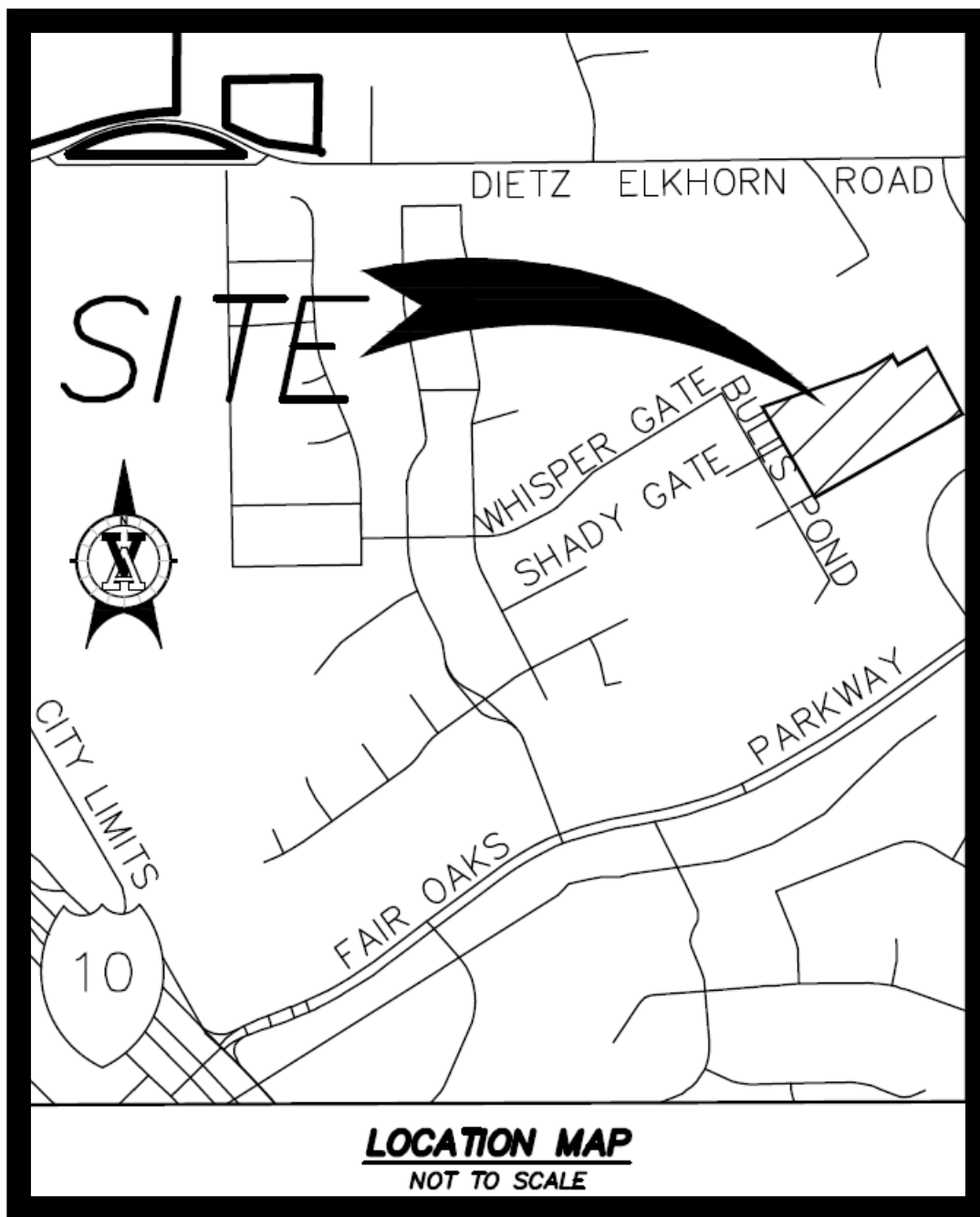


Exhibit B: Front Gate Updated Master Plan 2021 – (Unit 7 Highlighted)



Exhibit C: Front Gate Subdivision - Progress Summary Table (February 2021)

		U 1	U 2A	U 2B	U 3	U 4	U 5	U 6	U 7	U 8	U 9	U 10	U 12
60' LOTS	177	—	—	—	—	46	—	—	—	33	54	44	—
70' LOTS	308	29	5	3	56	19	49	45	20	15	—	—	62
90' LOTS	63	26	14	23	—	—	—	—	—	—	—	—	—
TOTAL	548	55	19	26	56	65	49	45	20	48	54	44	62
RECORDING DATA		V9640/P.82	V9704/P.211		V9658/P.82		NOT RECORDED	NOT PLATTED	NOT PLATTED	V9659/P.66	V9716/P.137	V9691/P.15	V9762 P.28-29
CONSTRUCTION STATUS		COMPLETED	COMPLETED	COMPLETED	COMPLETED	CONSTRUCTION 95%	CONSTRUCTION	N/A	N/A	COMPLETED	COMPLETED	COMPLETED	COMPLETED

Exhibit D: Front Gate Subdivision Open Space Exhibit (Unit 7 Highlighted)



Exhibit E: Open Space Requirement

OPEN SPACE REQUIREMENT			
AREA = 548 LOTS/(100 LOTS/AC) = 5.48AC.			
UNIT NO.	OPEN SPACE AC.	STATUS	TOTAL ACCUMULATION
1	0.66	PLATTED	0.66
3	0.04	PLATTED	0.70
8	0.92	PLATTED	1.62
10	1.07	PLATTED	2.69
2A	0.24	PLATTED	2.93
9	0.18	PLATTED	3.11
12	3.06	PLATTED	6.17*
2B	2.15	PLATTED	8.32
4	1.98	PLATTED	10.3
5	0.00	2021	10.3
6	0	UNKNOWN	10.3
7	0.49	2021	10.8
TOTAL	10.79		
* SATISFIES SUBDIVISION OPEN SPACE REQUIREMENTS			

Exhibit F – Front Gate Subdivision Aerial View (Unit 7 Highlighted)**Attachments:**

1. Appendix A Universal Application
2. S10 Preliminary Plat Specific Application Form
3. Letter of Intent
4. Front Gate Unit 7 Subdivision Plat
5. Front Gate Masterplan



City of Fair Oaks Ranch

7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

PH: (210) 698-0900.FAX: (210) 698-3565. bcodes@fairoaksranchtx.org www.fairoaksranchtx.org

UNIVERSAL APPLICATION (FORM UA)

All applications must be submitted with:

(1) A complete **Universal Application** form (2 pages), and

(2) A complete **Specific Application Form** with all materials listed in the checklist for the specific application.

The City staff is available to assist you in person at City Hall or over the phone at (210) 698-0900.

DEVELOPMENT INFORMATION

Project Name/Address/Location: Front Gate Unit 7 Acreage: 7.13
 Brief Description of Project: To create lots for a residential subdivision
 Is property platted? ☒ No ☐ Yes Subdivision name: N/A No. of Lots: 20
 Recordation #: N/A Parcel(s) Tax ID#: 1186415
 Existing Use: Residential Proposed Use: Residential
 Current Zoning: Existing Residential 2 Proposed Zoning: Existing Residential 2
 Occupancy Type: N/A Sq. Ft: N/A Bed #: N/A Bath #: N/A Car Garage #: N/A
 Water System ☐ Well ☒ Public Flood Zone: ☐ Yes ☒ No Sewer System: ☐ Septic ☒ Public

PROPERTY OWNER INFORMATION

Owner: SA Front Gate, LLC Contact Name: Lloyd A. Denton, Jr.
 Address: 11 Lynn Batts Lane, Suite 100 City/State/ZIP: San Antonio, Texas 78218
 Phone: 210.828.6131 Email: plats@bitterblue.com

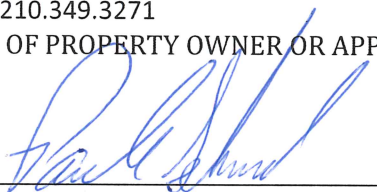
APPLICANT INFORMATION

Applicant/Developer: SA Front Gate, LLC Contact Name: Benjamin Bunker
 Address: 11 Lynn Batts Lane, Suite 100 City/State/ZIP: San Antonio, Texas 78218
 Phone: 210.828.6131 Email: ben@bitterblue.com

KEY CONTACT INFORMATION

Name of the Individual: Paul A. Schroeder, PE, RPLS Contact Name: Vickrey & Associates, LLC
 Address: 12940 Country Parkway City/State/ZIP: San Antonio, Texas 78216
 Phone: 210.349.3271 E-mail: Pschroeder@vickreyinc.com

SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)

Signature:  Date: March 2, 2021

(Signed letter of authorization required if the application is signed by someone other than the property owner)

*****OFFICE USE ONLY*****

DATE REC'D: _____ BY: _____

FEES PAID: _____ APPROVED BY: _____

DATE APPROVED: _____

APPLICATION/PERMIT NO: _____ EXP DATE: _____

Applications shall be processed based on the City's official submission dates. When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda.

SPECIFIC APPLICATION FORM (S1-S39). Please check the appropriate type below:

Land Use Policy Related	Site Development Related	Building Permits Related
(Section 3.9 of the UDC)	(Section 3.9 of the UDC)	Commercial
☐ Annexation* - Form S1	☐ Vested Rights Verification Letter	☐ New/Remodel/Addition* - Form S24
☐ Comprehensive Plan Amendment	☐ Zoning Verification Letter	☐ Fence* - Form S25
☐ Unified Development Code (UDC) Text Amendment	☐ Written Interpretation of the UDC	☐ Miscellaneous* - Form S26
☐ Rezoning* - Form S2	☐ Temporary Use Permit* - Form S14	Residential
☐ Special Use Permit* - Form S3	☐ Special Exception* - Form S15	☐ New Home* - Form S27
☐ Planned Unit Development (PUD)* - Form S4	☐ Site Development Permit* (Site Plan Review) - Form S16	☐ Remodel/Addition* - Form S28
☐ Development Agreement	☐ Floodplain Development Permit* - Form S17	☐ Detached Buildings* - Form S29
☐ Conservation Development Alternative* (CDA) (Section 4.8) - Form S5	☐ Stormwater Permit* - Form S18	Others
	☐ Certificate of Design Compliance* - Form S19	☐ Solar* - Form S30
	Appeal of an Administrative Decision	☐ Swimming Pool* - Form S31
	☐ Zoning ☐ Others	☐ Demolition, Drive or Move
	Variance	☐ New Lawn/Water* - Form S32
	☐ Policy ☐ Judicial* - Form S20	☐ Backflow Device/Irrigation Systems - Form S33
	☐ Sign Special Exception/Appeal to an Administrative Decision	☐ Sign* (Includes Temporary Banner) - Form S34
	☐ Administrative Exception	☐ Appeal of Denial of Sign Permit
	☐ Permit for Repair of Non-Conforming Use/Building	☐ Master/ Common Signage Plan* - Form S35
	☐ Letter of Regulatory Compliance	☐ Water Heater or Water Softener* - Form S36
	☐ On-Site Sewage Facility Permit (OSSF)	☐ Right-of-Way Construction* - Form S37
	☐ Certificate of Occupancy (CO)* - Form S21	☐ Flatwork* - Form S38
	☐ Relief from Signage Regulations	Inspections
	☐ Group Living Operation License* - Form S22	☐ Mechanical ☐ Electrical
	☐ Grading/Clearance Permit - Form S23	☐ Plumbing ☐ Building
		☐ Others _____
		Water- Wastewater Service
		☐ Connect/ Disconnect Form* - Form S39

Subdivision and Property Development Related

- (Section 3.8 of the UDC)
- ☐ Amending Plat* - Form S6
- ☐ Minor Plat* - Form S7
- ☐ Development Plat* - Form S8
- ☐ Concept Plan** - Form S9
- ☒ Preliminary Plat* - Form S10
- ☐ Final Plat* - Form S11
- ☐ Replat* - Form S12
- ☐ Construction Plans* - Form S13
- ☐ Vacating Plat
- ☐ Plat Extension

*These types of applications require additional information as listed in the Specific Application Form. Refer to **Appendix B** of the Administrative Procedures Manual for more information.

** The Concept Plan is required for PUD and CDA, and for Rezoning if included in a previously approved Concept Plan.

Application Checklist for all Applications

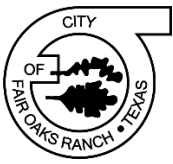
- ☒ Universal Application Form (Form UA).
- ☒ Items listed in the checklist for the Specific Application Form (Form S#) ¹. (Please make sure the boxes are checked)
- ☒ Application Processing Fees and other application fees.
- ☒ Letter of intent explaining the request in detail and reason for the request.

N/A Signed Letter of Authorization required if the application is signed by someone other than the property owner.

N/A Site plan and shapefile drawings (if applicable) for the property

- ☒ Location map clearly indicating the site in relation to adjacent streets and other landmarks
- ☒ One (1) copy of proof of ownership (recorded property deed or current year tax statements)
- ☒ One (1) USB drive containing the general required documents in Adobe PDF format (if required)

¹For items that are duplicated in the specific type of application, only one copy is required.



S10

SPECIFIC APPLICATION FORM - PRELIMINARY PLAT

Section 3.8 (4) of the Unified Development Code

The following steps must be completed, and the items must be submitted for the application to be deemed complete and processed:

- ☒ A completed Universal Development Application and checklist signed by the owner/s of the property.
- ☒ Payment of all other applicable fees (see Schedule of Fees).
- ☒ An accurate metes and bounds description of the subject property (or other suitable legal description).
- ☒ Location/vicinity map showing the location and boundaries of the proposed zoning. Indicate scale or not to scale (NTS) and provide north arrow.
- ☒ Tax certificate/s showing that all taxes owing to the State, County, School District, City and/or any other political subdivision have been paid in full to date.
- ☐ Pre-Application Conference prior to application submittal.
- ☐ Approved copy of a Concept Plan or other approved plats, if applicable.
- ☐ Concept plan approval (if required).

pending A title report.

- ☒ Three (3) copies (full size) of complete sets of construction plans (plan views) to verify required easements and reserves, showing existing and proposed configurations if applicable. This includes grading, streets, green spaces, drainage/stormwater systems, gas, electrical, water, wastewater, cable and TV, fiber and all utilities.

- ☒ One (1) copy (11x17) of proposed plat.

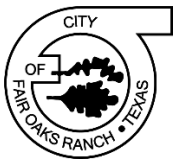
☐ One (1) copy (11x17) of all existing recorded plats pertaining to the preliminary plat.

☐ Basic engineering information, if deemed necessary by the City.

pending Letter of Certification from each utility provider servicing this area (CPS, PEC, SAWS, Time Warner, Grey Forest, GBRA, Spectrum, etc.).

- ☒ Letter from USPS and other service providers to ensure the name of the proposed subdivision, or any of the physical features, (such as streets, parks, etc.) must not be so similar to the names of any similar features in the county or in any incorporated town or city therein. Streets, which are a continuation of any existing street, shall take the name of the existing street.

☐ Drainage/Stormwater plan, if any grade changes.



7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

PH: (210) 698-0900 FAX: (210) 698-3565 bcodes@fairoaksranchtx.org www.fairoaksranchtx.org

- ☒ Tree Plan designating all trees proposed for removal or preservation and describing the measures proposed to protect remaining trees during development as per Unified Development Code Section 8.8.
- ☒ Electronic copies of the required exhibits in "PDF" format and shapefile for property boundary where applicable should be submitted in a USB flash drive or via email.
- ☒ Acknowledgement that the applicant or representative will attend all Planning and Zoning Commission, City Council and applicable meetings where this request is discussed.

Additional Requirements. The City Manager (or designee) may, from time to time, identify additional requirements for a complete application that are not contained within but are consistent with the application contents and standards set forth in the UDC and state statutes.

March 2, 2021

Katherine Schweitzer, PE
Manager of Engineering Services
City of Fair Oaks Ranch
7286 Dietz-Elkhorn
Fair Oaks Ranch, Texas 78015

Re: Front Gate Unit 7
V&A Job NO. 2752-008-051

Dear Ms. Schweitzer,

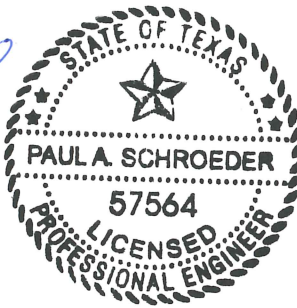
This submittal is to subdivide 7.13 acres of land out of tracts conveyed by signed warranty deeds recorded in Volume 15852, Page 1405, Official Public Records of Bexar County, Texas. The Front Gate Unit 7 subdivision will contain 20 lots.

Sincerely,

VICKREY & ASSOCIATES, LLC.
TBPE F-#159/TBPLS F-#10004100

Paul A. Schroeder, PE, RPLS
Residential Division Manager

PAS/ksh



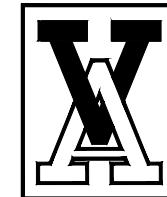
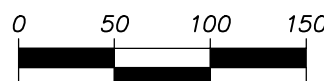
PRELIMINARY SUBDIVISION PLAT ESTABLISHING FRONTGATE UNIT 7 SAWS PLAT # FOR

BEING 7.13 ACRES OF THE MARIA F. HERNANDEZ SURVEY NO. 420 ABSTRACT NO. 314, COUNTY BLOCK 4709, BEXAR COUNTY, TEXAS AND OUT OF A CALLED 78.629 ACRE TRACT, RECORDED IN VOLUME 15852, PAGE 1405, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AND OUT OF A 78.629 ACRE TRACT AS RECORDED IN VOLUME 15852, PAGE 1405, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS.

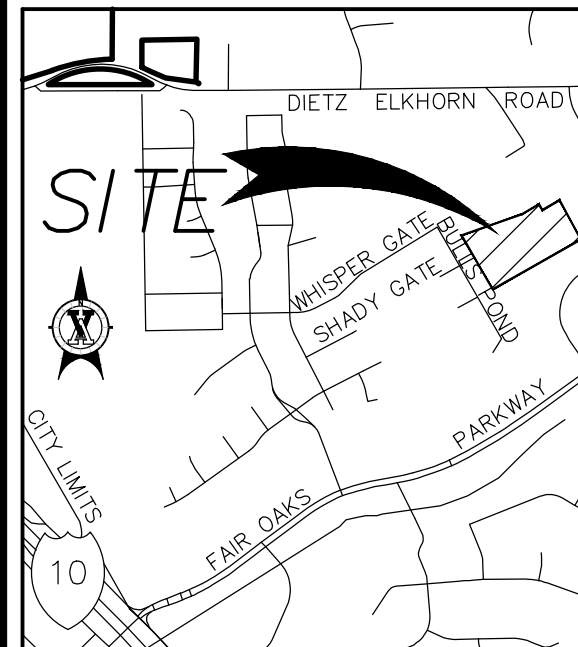
REASON FOR PRELIMINARY PLAT:
TO CREATE 20 RESIDENTIAL LOTS, 1 PRIVATE STREET, AND 3 RESERVES.



SCALE: 1"=100'

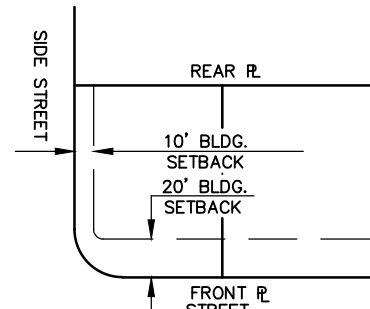


VICKREY & ASSOCIATES, LLC
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12940 Country Parkway San Antonio, TX 78216
Telephone: (210) 349-3271
Firm Registration No.: F-159
TBPELS Firm Registration No: 10004100



LOCATION MAP
NOT TO SCALE

Line #	Length	Direction
L1	50.14	S30°04'26"E
L2	49.48	N29°22'12"W
L3	51.92	N29°42'04"W
L4	9.54	S64°16'35"W
L5	5.74	S64°16'35"W



TYPICAL CORNER LOT
BUILDING SETBACKS

NOTE: ALL LOTS HAVE A MINIMUM BUILDING SETBACK OF 20' ALONG THE FRONT, AS SHOWN ABOVE, AND SUBDIVISION DEED RESTRICTIONS.

IMPACT FEE PAYMENT DUE : "SAWS"

WATER AND WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

FIRE FLOW NOTE:

IN AN EFFORT TO MEET THE CITY OF SAN ANTONIO'S FIRE FLOW REQUIREMENTS FOR THE PROPOSED RESIDENTIAL DEVELOPMENT, THE PUBLIC WATER MAIN SYSTEM HAS BEEN DESIGNED FOR A MINIMUM FIRE FLOW DEMAND OF 1000 GPM AT 25 PSI RESIDUAL PRESSURE. THE FIRE FLOW REQUIREMENTS FOR INDIVIDUAL STRUCTURES WILL BE REVIEWED DURING THE BUILDING PERMIT PROCESS IN ACCORDANCE WITH THE PROCEDURES SET FORTH BY THE CITY OF SAN ANTONIO DIRECTOR OF DEVELOPMENT SERVICES DEPARTMENT AND THE SAN ANTONIO FIRE DEPARTMENT FIRE MARSHAL.

SAWS DEDICATION NOTE:

THE DEVELOPER DEDICATES THE SANITARY SEWER AND/OR WATER MAINS TO THE SAN ANTONIO WATER SYSTEM UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE SAN ANTONIO WATER SYSTEM.

EDU NOTE:

THE NUMBER OF EQUIVALENT DWELLING UNITS (EDUS) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

SAWS HIGH PRESSURE NOTE:

A PORTION OF THE TRACT IS BELOW THE GROUND ELEVATION OF 1425 FEET WHERE THE STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI. AT ALL SUCH LOCATIONS, THE DEVELOPER OR BUILDER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER'S SIDE OF THE METER, AN APPROVED TYPE PRESSURE REGULATOR IN CONFORMANCE WITH THE PLUMBING CODE OF THE CITY OF SAN ANTONIO.

FLOODPLAIN VERIFICATION:

NO PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP 48091C0085F EFFECTIVE DATE AUGUST 28, 2017. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: VICKREY & ASSOCIATES, INC.

VICKREY & ASSOCIATES, INC.
BY: PAUL A. SCHROEDER, R.P.L.S.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

VICKREY & ASSOCIATES, INC.
BY: PAUL A. SCHROEDER, P.E.

LICENSED PROFESSIONAL ENGINEER

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH "VICKREY PROP COR"
- ⊕ SET MAG NAIL W/WASHER STAMPED "VICKREY PROP COR"
- D.R. DEED RECORDS OF BEXAR COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- 740 EXISTING CONTOURS
- [740] PROPOSED CONTOURS
- BSL BUILDING SETBACK LINE
- ESMT EASEMENT
- R.O.W. RIGHT OF WAY
- EX EXISTING VOLUME
- PG. PAGE
- C.V.E. CLEAR VISION ESMT
- BLK BLOCK
- CB COUNTY BLOCK
- AC ACRES
- PED. PEDESTRIAN CITY LIMITS LINE
- * SAME AS PREVIOUS MEASUREMENT CENTERLINE
- ① 15' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
- ② 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT VOL. 9692, PG. 179-181
- ③ 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT VOL. 20001, PG. 1443
- ④ 16' ELECTRIC ESMT DOC. # 20150065617
- ⑤ 12' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT VOL. _____ PG. _____
- ⑥ 6' ELECTRIC EASEMENT VOL. 8000, PG. 124
- ⑦ 8' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT VOL. _____ PG. _____
- ⑧ 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT VOL. _____ PG. _____
- ⑨ 15' SANITARY SEWER EASEMENT
- ⑩ EXISTING SANITARY SEWER ESMT. VOL. 20001, PG. 1172

UTILITY EASEMENT:

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

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

THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.

THE UTILITY SHALL MAKE COMMERCIAL REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE UTILITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE UTILITY USUAL AND CUSTOMARY PRACTICES.

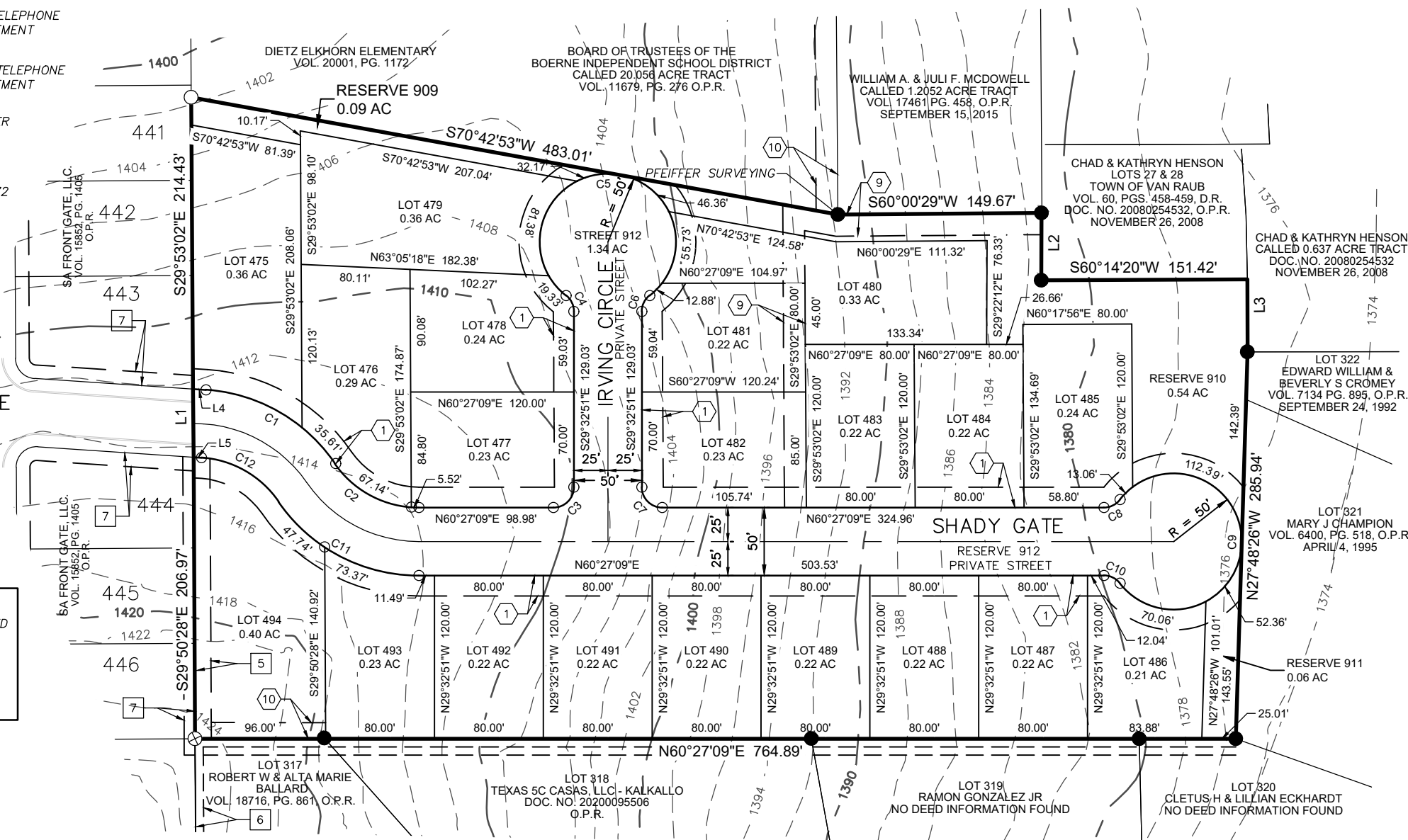
THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.

ZONING DESIGNATION NOTE:

THIS PLAT AREA IS CURRENTLY ZONED AS EXISTING RESIDENTIAL ZONE 1.

PRIVATE STREET DESIGNATION NOTE:

912 IS PRIVATE STREET AND ARE DESIGNED AS UNDERGROUND PUBLIC WATER AND PUBLIC SANITARY SEWER AND UTILITY EASEMENT.



CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	51°41'13"	125.00'	112.78'	60.54'	N89°52'48"W	108.98'
C2	55°30'40"	75.00'	72.66'	39.47'	N88°12'29"E	69.85'
C3	90°00'00"	15.00'	23.56'	15.00'	N15°27'09"E	21.21'
C4	52°01'12"	15.00'	13.62'	7.32'	N55°33'27"W	13.16'
C5	284°02'24"	50.00'	247.87'	-39.04'	S60°27'09"W	61.54'
C6	52°01'12"	15.00'	13.62'	7.32'	S3°32'15"E	13.16'
C7	90°00'00"	15.00'	23.56'	15.00'	S74°32'51"E	21.21'
C8	52°01'12"	15.00'	13.62'	7.32'	N34°26'33"E	13.16'
C9	284°02'25"	50.00'	247.87'	-39.04'	N29°32'51"W	61.54'
C10	52°01'12"	15.00'	13.62'	7.32'	S86°27'45"W	13.16'
C11	55°30'40"	125.00'	121.11'	65.78'	N88°12'29"E	116.42'
C12	51°41'13"	75.00'	67.66'	36.33'	N89°52'48"W	65.39'

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

FOR SPECIFIC BUILDING SETBACKS REFER TO THE SUBDIVISION DEED RESTRICTIONS. GATES ACROSS EASEMENT: DOUBLE SWING GATES SHALL BE MINIMUM 16 FEET AND INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS

OBSTRUCTIONS OF DRAINAGE: ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL STORM AND DRAINAGE FLOWS WHEREVER FENCES CROSS DRAINAGE EASEMENTS.

THE CONTOURS SHOWN ON THIS PLAT ARE FROM AERIAL TOPOGRAPHY. VICKREY & ASSOCIATES, INC. DOES NOT CERTIFY TO THE ACCURACY OF THE ABOVE MENTIONED AERIAL TOPOGRAPHY.

BASIS OF BEARING IS STATE PLANE CORRD. SYSTEM. NAD 83

909, 910, 911, AND 912 WILL BE PRIVATELY OWN AND MAINTAINED BY THE FRONT GATE HOA.

1/2" IRON RODS WITH "VICKREY PROP COR" SET AT ALL CORNERS.

20 LOTS, 1 PRIVATE STREET, 3 RESERVES

CPS NOTES:

- THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC, GAS, WATER, AND WASTEWATER SYSTEMS - CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," "SANITARY SEWER EASEMENT" AND "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, SEWER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES, NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
- ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
- THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.
- CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY UNDERGROUND ELECTRIC AND GAS FACILITIES.
- ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) AND TEN (10) FOOT WIDE EASEMENTS.

EASEMENT NOTES

ALL PROPERTIES DESIGNATED AS EASEMENTS SHALL OR MAY BE UTILIZED FOR THE FOLLOWING PURPOSES:

DRAINAGE EASEMENT:

DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BEDS, EMBANKMENTS, SPILLWAYS, APPURTENANCES, AND OTHER ENGINEERED DEVICES (THE "DRAINAGE SYSTEM") TOGETHER WITH RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE DRAINAGE SYSTEM; THE RIGHT TO CREATE AND/OR DREDGE A STREAM COURSE, REFILL, OR DIG OUT SUCH STREAM COURSE, ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT, INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER GAPS, AND PROTECTING RAILS; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE DRAINAGE SYSTEM.

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

- THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
- THE CITY SHALL MAKE COMMERCIAL REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY USUAL AND CUSTOMARY PRACTICES.
- THE MAINTENANCE OF THE TURF, GRASSES AND LANDSCAPE VEGETATION WITHIN THE EASEMENT SHALL BE THE DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER.
- RESERVES 909, 910, AND 911 WILL BE GREEN BELTS, DRAINAGE, AND UNDERGROUND UTILITY EASEMENTS AND WILL BE MAINTAINED AS OPEN SPACE.

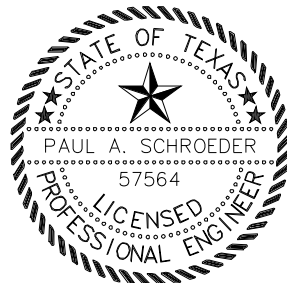
SHEET 1 OF 1

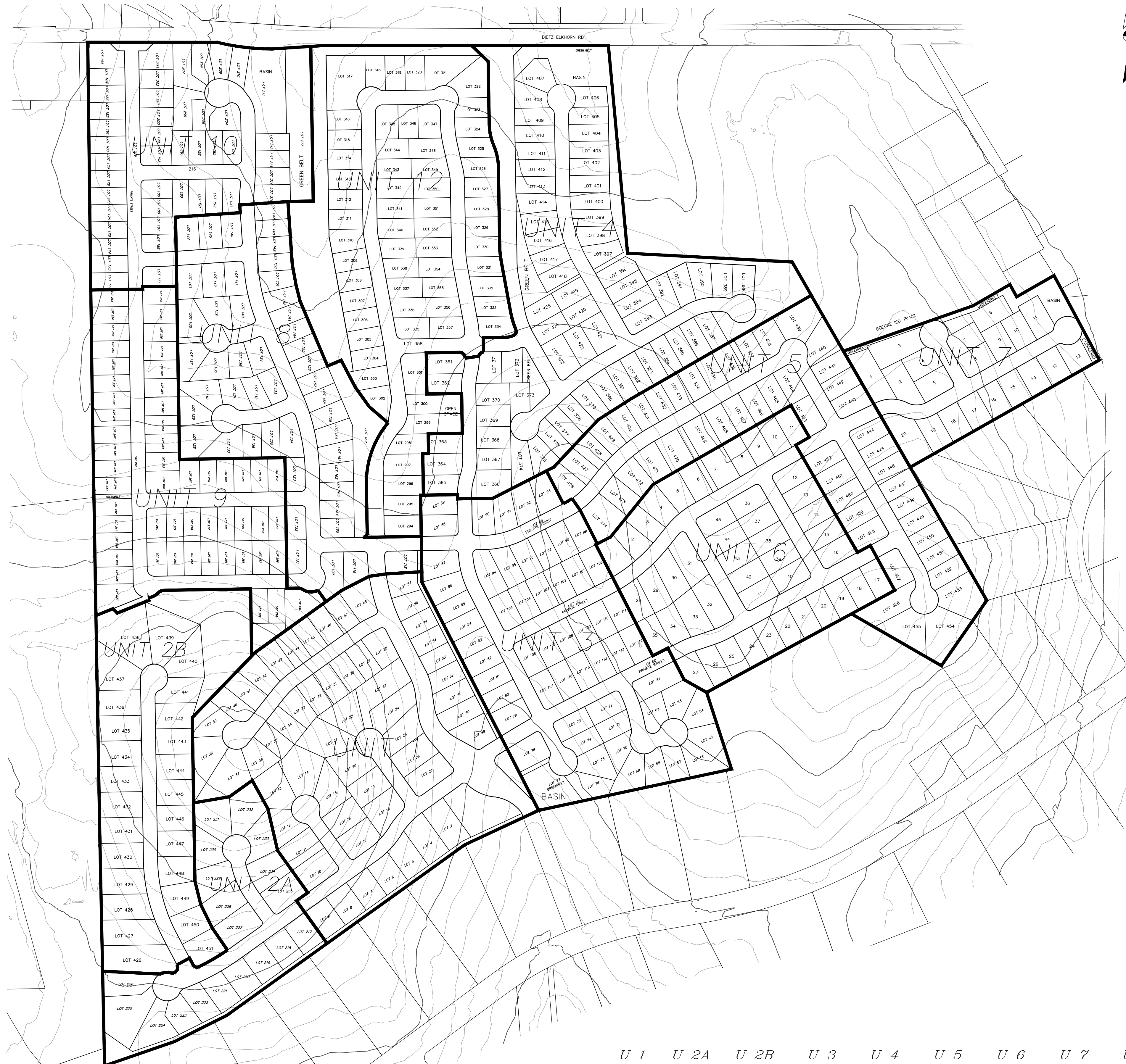
JOB No. 2742-007

DATE OF PREPARATION: 03/31/2021

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PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

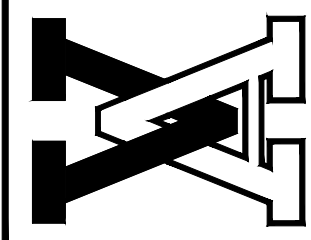




UNIT NO.	AREA AC.	LOTS	ROAD L.F.
1	20.58	55	3,600
2A	7.54	19	900
2B	11.92	26	750
3	16.80	56	3,000
4	21.68	65	3,100
5	14.75	49	2,900
6	13.21	45	2,400
7	7.14	25	590
8	14.12	48	2,680
9	12.44	54	1,100
10	12.37	44	1,850
12	20.45	62	2,700
TOTAL	173.00	548	

60' LOTS	177	—	—	—	—	46	—	—	—	33	54	44	—
70' LOTS	308	29	5	3	56	19	49	45	20	15	—	—	62
90' LOTS	63	26	14	23	—	—	—	—	—	—	—	—	—
TOTAL	548	55	19	26	56	65	49	45	20	48	54	44	62
RECORDING DATA	V.9640/P.82	V.9704/P.211		V.9658/P.82		NOT RECORDED	NOT PLATTED	NOT PLATTED	V.9658/P.86	V.9716/P.137	V.9691/P.15	V.9762 P.28-29	
CONSTRUCTION STATUS	COMPLETED	COMPLETED	COMPLETED	COMPLETED	CONSTRUCTION 98%	UNDER CONSTRUCTION	N/A	N/A	COMPLETED	COMPLETED	COMPLETED	COMPLETED	

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL - ENVIRONMENTAL - SURVEY
12940 Country Parkway San Antonio, TX 78216
Phone: (214) 490-3200
Firm Registration No: F-169
TBPLS Firm Registration No: 10004100



FRONT GATE AT FAIR OAKS RANCH

MASTER PLAN

DATE: FEB. 2021
Vertical Scale 1"=N/A
Horizontal Scale 1"=0'
SHEET 1 OF 1
PROJ NO. 2742-000

REVISIONS				
1				
2				
3				
4				
Δ	DESC.			DATE



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

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to develop a Strategic Action Plan for the Dietz Elkhorn Road Corridor.

DATE: April 15, 2021

DEPARTMENT: Public Works Department

PRESENTED BY: Michael Garza, PE, PTOE, RSP1, General Engineering Consultant

INTRODUCTION/BACKGROUND:

On March 18, 2021, Michael Garza with Legacy Engineering Group (City of Fair Oaks Ranch General Engineering Consultant) provided a presentation to City Council discussing the results of the Dietz Elkhorn Rd Corridor Study.

Prior to the presentation, Council Member Patel made a motion to have a follow-up discussion on the consideration of various action items at a subsequent City Council Meeting. The motion passed unanimously and is the basis for this item.

The goal of this agenda topic is:

- ✓ Discuss Potential Short, Mid, and Long-Term Solutions w/City Council & Residents
- ✓ Discuss Funding Availability for Budget Purposes (Engineering/Construction)
- ✓ Discuss the Need for a Roadway Capital Improvement Program
- ✓ Develop Realistic Timeline for Any Proposed Improvements
- ✓ Receive Direction from City Council on Developing a Strategic Action Plan

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The health, safety, and welfare of Fair Oaks Ranch residents is the paramount objective of the Public Works Department; this study has allowed us to identify potential mitigation strategies relative to the desired level of service for the corridor for City Council consideration.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

If any potential mitigation strategies are considered by City Council, the financial and budgetary impacts would need to be considered accordingly.

LEGAL ANALYSIS:

Not applicable at this time.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to engage our General Engineering Consultant to develop a Strategic Action Plan for the Dietz Elkhorn Rd Corridor based on the direction provided by City Council today.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 15, 2021

AGENDA TOPIC: Consideration and possible action approving the first reading of an Ordinance amending the City's Code of Ordinances, Chapter 13, Article 13.06 Water Conservation Plan

DATE: April 15, 2021

DEPARTMENT: Public Works

PRESENTED BY: Melissa Castro, Environmental Project Manager

INTRODUCTION/BACKGROUND:

In the state of Texas, water conservation has become an essential part in ensuring public water purveyors meet future water demand. It is important that water utilities focus on the efficiency of their supply operations while promoting water efficiency to their customers. This is accomplished by setting conservation goals; implementing best management practices; and engaging the community through public education.

On January 7, 2020, City Council held a discussion and provided guidance to city staff for the development of an amending ordinance relative to water conservation. Based on said discussion, the following revisions were made (shown in italics under Exhibit A):

Section 13.06.002 – Added a brief utility profile as required by Title 30 Texas Administrative Code Chapter 288 to include current number of service connections and types of properties serviced;

Section 13.06.003 – Updated water conservation goals to correspond with the recommendation made by the Water Conservation Implementation Task Force (coordinated by the Texas Water Development Board) and to provide a five-year and ten-year goal relative to per capita water consumption;

Section 13.06.006(c) – Added drip irrigation as a method of landscape irrigation to be permitted at any time;

Section 13.06.006(d)(6) – Added an exclusionary statement for newly built residential homes and commercial establishments to obtain a watering permit during drought conditions;

Section 13.06.007(a)(3) and (4) – Added the use of non-recirculation systems at automatic car washing or commercial laundry facilities and non-recycling decorative water fountains as prohibited activities considered to be wasteful;

Section 13.06.007(b)(3) – Added the use of pressure washing equipment for household purposes as an excluded event under prohibition of water waste; and

Sections 13.06.011 and 13.06.012 – Updated sections relative to leak detection and record management to better represent current departmental practices.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The City's water conservation ordinance, as well as potential amendments, strive to ensure that current and future residents of the City have a safe and adequate water supply for domestic use, sanitation and fire protection.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Legal review completed on March 31, 2021.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the First Reading of an Ordinance amending the City's Code of Ordinances, Chapter 13, Article 13.06 relative to water conservation.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH AMENDING THE CODE OF ORDINANCES, CHAPTER 13 UTILITIES, ARTICLE 13.06 WATER CONSERVATION PLAN; PROVIDING FOR SEVERABILITY AND REPEAL CLAUSES; PROVIDING FOR A PENALTY NOT EXCEEDING \$500 PER VIOLATION PER DAY FOR NONCOMPLIANCE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City wishes to promote the efficient and responsible use of water resources; and

WHEREAS, the City is committed to ensuring that current and future residents of the City have a safe and adequate water supply for domestic use, sanitation and fire protection; and

WHEREAS, the City seeks to comply with Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rule 288.2 which requires the City to review and update its water conservation plan; and

WHEREAS, the City Council hereby finds and deems it necessary to amend Chapter 13, Article 13.06 to provide updated provisions relative to water conservation.

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

- PART 1. Chapter 13 Utilities, Article 13.06 Water Conservation Plan is hereby amended 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 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. A penalty provision section is established in Section 13.06.016 of the attached Exhibit "A."
- PART 6. This Ordinance shall take effect immediately from and after its second reading, passage and publication as may be required by governing law.

PART 7. 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 8. 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 the 15th day of April, 2021.

PASSED, APPROVED and ADOPTED on second reading this the 6th day of May, 2021.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

Exhibit A

Chapter 13 “Utilities” Article 13.06 “Water Conservation Plan” is hereby amended as follows:

DELETE:

Article 13.06 Water Conservation Plan

Sec. 13.06.001 Policy, purpose and intent

- (a) ~~The City is very aware that the water resources it depends on for its municipal water supply are limited and, to ensure that current and future residents of the city have a safe and adequate water supply for domestic use, sanitation and fire protection, the city council directed that this WCP be developed. The city is primarily residential, with garden, midrange and upper-level housing and mini-ranchettes. Potable water history has shown that the primary driver of summer water demand is landscape watering. This WCP will concentrate on that dimension of our environment but will address other areas presented by the state water development board’s Water Conservation Best Management Practices Guide.~~
- (b) ~~Water service to future annexed properties may be provided by a retail water purveyor other than the city’s utility. The purveyors will receive a copy of the City of Fair Oaks Ranch WCP.~~
- (c) ~~The City Manager or his designee is hereby authorized and directed to implement the applicable provisions of this WCP to protect public health, safety, and welfare.~~

Sec. 13.06.002 Water conservation goals

~~Since 1998, the city experienced dramatic swings in municipal use in gallons per capita per day (GCPD). The average historical GCPD from 2005–2001 [2011] is 205. The city’s target goal is to reach 160 GCPD. This average GCPD goal shall be reached by 2060 to correspond with the state’s water plan for future supplies.~~

Sec. 13.06.003 Definitions

~~Aesthetic water use. Water use for ornamental or decorative purposes such as fountains, reflecting pools, decorative ponds and water gardens.~~

~~Athletic fields. A sports playing field, the essential feature of which is turfgrass, used primarily for organized sports for schools, professional sports, or sanctioned league play.~~

~~Automatic irrigation controller. A device that automatically activates and deactivates an irrigation system at times selected by the operator.~~

~~Billing period. That calendar period during which usage is measured.~~

~~Commercial and institutional water use. Water use which is integral to the operations of commercial and nonprofit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, country clubs, associations and office buildings.~~

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer. Any person, individual, partnership, company, corporation, association, organization or other legal entity using water supplied by Fair Oaks Ranch Utilities.

Drip irrigation. An irrigation system (drip, porous, pipe, etc.) that applies water at predetermined, controlled, low-flow levels directly to the roots of the plant.

FORU. Fair Oaks Ranch Utilities, the city-owned water and wastewater system.

Golf course. An irrigated and landscaped playing area made up of greens, tees, fairways, roughs and related areas used for the playing of golf.

Handheld hose. A hose physically held by one person, fitted with a manual or automatic shutoff nozzle.

Hose-end sprinkler. A sprinkler that applies water to landscape plants that is piped through a flexible, movable hose.

Impervious hardscape. Patios, pathways and other areas where firm footing is desired, constructed in such a way that does not allow water to penetrate the ground.

Irrigation system. A system with fixed pipes and emitters or heads that apply water to landscape plants or turfgrass, including, but not limited to, in-ground and permanent irrigation systems.

Landscape irrigation use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, athletic fields, golf courses, parks, rights-of-way and medians.

Municipal use in gallons per capita per day (GCPD). The total average daily amount of water diverted or pumped for treatment for potable use by a public water supply system. The calculation is made by dividing the water diverted or pumped for treatment for potable use by population served. Indirect reuse volumes shall be credited against total diversion volumes for the purpose of calculating gallons per capita per day for targets and goals.

Pervious hardscape. Patios, pathways and other areas where firm footing is desired, constructed in such a way that allows for water to penetrate the ground. Examples include flagstone set in sand and wood plank decks, but exclude concrete slab patios and sidewalks or pavers set with mortar and generally defined as impervious.

Positive shutoff. A valve that is held in a closed position by system pressure until overridden by an outside force.

~~Rain sensor. A functioning device that detects the presence of precipitation and automatically interrupts an irrigation cycle and inhibits future irrigation cycles by means of an adjustable reset delay.~~

~~Recycled water. Domestic or municipal wastewater which has been treated to a quality suitable for a beneficial use in accordance with applicable law.~~

~~Requestor. A customer who requests a variance and/or permit under this plan.~~

~~Soaker hose. A perforated or permeable garden-type flexible hose or pipe that is laid above ground that provides irrigation at a slow and constant rate; and is not considered drip irrigation.~~

~~Summer dormancy. The ability of turfgrass to survive without water for a period of sixty consecutive days.~~

~~Turfgrass. Perennial ground cover plants and grasses that are adapted to regular mowing and foot traffic through management.~~

~~Water flow restrictor. An orifice or other device through which water passes at a restricted rate.~~

~~Xeriscape. A landscape consisting of a maximum of 50% turfgrass, with the remaining percentage of landscape incorporating low water use plants and/or pervious hardscape.~~

~~Zonal irrigation system. An irrigation system that segregates by station areas of shrubs, ground cover, bedding plants, and turf to accommodate a diversity of watering requirements.~~

Sec. 13.06.004 Landscape design and installation

- ~~(a) Summer dormancy drought tolerant grasses are the only authorized turfgrasses to be installed on all new construction and renovation projects.~~
- ~~(b) All automatic irrigation systems are to be equipped with rain sensors.~~
- ~~(c) The use of drip irrigation systems is encouraged. Water conservation features such as sprinkler heads that emit large drops rather than fine mist and sprinkler layouts that limit the impact of overspray and wind dispersion are required.~~
- ~~(d) Turfgrass and the associated irrigation system (if provided) are to be confined to an area within fifty five (55) feet of the footprint of the main residence. The turfgrass layout and the irrigation system installation may be adjusted to consider topography, easements, rights-of-way, and other factors that would present impractical irrigation design problems. The adjusted turfgrass and irrigation system installation shall not exceed the total area defined by the fifty five foot perimeter around the main residence.~~
- ~~(e) Turfgrass installed during or associated with new construction and/or replacement shall have a base minimum of 4" of topsoil under the turfgrass.~~

- ~~(f) All in-ground irrigation systems installed are to be zonal irrigation systems and require a permit pursuant to chapter 3; Building Regulations of this code.~~

Sec. 13.06.005 Landscape watering management

- ~~(a) Irrigation of landscaped areas with hose-end sprinklers, soaker hoses, or automatic irrigation systems shall be prohibited at all times between the hours of 10 a.m. and 8 p.m.~~
- ~~(b) Irrigation of landscaped areas with hose-end sprinklers, soaker hoses, or automatic irrigation systems shall be limited to once a week between the hours of midnight to 10 a.m. and 8 p.m. to midnight on the authorized watering day according to the following schedule (No weekend watering):~~

Street Address Ending in:	Authorized Watering Day:
0 or 1	Monday
2 or 3	Tuesday
4 or 5	Wednesday
6 or 7	Thursday
8 or 9	Friday

- ~~(c) Irrigation of landscaped areas is permitted at any time by means of a handheld hose with a positive cutoff device, or a faucet-filled bucket or watering can of five (5) gallons or less.~~

~~(d) Lawn watering permits.~~

- ~~(1) Newly planted lawns may not be watered at any time other than those hours and days allowed for all other landscaping except by a permit issued by the city manager and/or his designee.~~
- ~~(2) The permit application shall be completed by the owner of the property and shall be accompanied by written documentation specifying type of turfgrass and planting date.~~
- ~~(3) The permit shall be posted so as to be readily visible and not more than 20 feet from the street.~~
- ~~(4) The permit will be valid for thirty (30) days from the date of issuance. Upon the approval of the city manager or his designee, additional permit(s) may be granted.~~
- ~~(5) The permit allows additional watering day(s) outside the requester's authorized watering day, during the hours of midnight to 10 a.m. and 8 p.m. to midnight. No weekend watering is allowed.~~
- ~~(6) No permits will be issued when the drought contingency plan (stages 1, 2, or 3) is in effect.~~
- ~~(7) Permit fee(s) shall be paid in such amount as specified in the fee schedule in appendix A to this code and shall be submitted with the permit application.~~

~~(e) Additional management controls.~~

- ~~(1) The following uses of water are defined as "waste of water" and are prohibited:~~

~~A. Allowing water to run off into a gutter, ditch, or drain; or~~

~~B. Failing to repair a controllable leak.~~

~~(2) Exclusions to this provision include:~~

~~A. Washing of a car, boat, RV or motorized vehicle if a 5-gallon bucket or handheld hose equipped with a positive cutoff device is used; or~~

~~B. Operation of an automatic sprinkler system for the purpose of maintenance and testing.~~

~~(3) Additional restrictions apply during drought stages 1, 2, and 3 as outlines in the city's drought contingency plan.~~

Sec. 13.06.006 Public education and information

~~(a) FORU may use various media to educate the public and report on demand volumes, programs, conservation successes, weather concerns, facts, major projects, etc. These means may include but are not necessarily limited to the city's website, FORHA newsletter, and bill inserts with monthly water/sewer statements.~~

~~(b) FORU's staff will investigate other water conservation methods, costs and benefits.~~

Sec. 13.06.007 Enforcement; penalty

~~(a) No person shall allow the use of water from FORU for residential, commercial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this article. A culpable mental state is not required for a violation of this article, and need not be proved.~~

~~(b) Any person who violates a provision of this plan is guilty of a misdemeanor and, upon conviction, shall be punished by a fine per violation as provided in Section 1.01.009 of this code. Each day that one or more of the provisions in this article is violated shall constitute a separate offense.~~

Sec. 13.06.008 Appeal procedure

~~(a) FORU customers may appeal the staff's interpretation and application of the provisions of this article, but not this article itself, to the city manager or his designated representative upon written application. Said application shall identify the section of this article that is allegedly misinterpreted or incorrectly applied, the circumstances of the error, specific supporting data, receipts, statements, and like pertinent documentation in support of the customer's complaint and the desired corrective action.~~

~~(b) The city manager shall place the appeal and supporting data on the next regular scheduled city council meeting agenda.~~

~~(c) The city council decision will be provided to the requesting party within 5 business days following the meeting and is final.~~

~~Sec. 13.06.009 Variances~~

- ~~(a) The city council, may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this article if it is determined that failure to grant such variance would cause an emergency condition adversely affecting health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:~~
- ~~(1) Compliance with this article cannot be technically accomplished.~~
 - ~~(2) Alternative methods can be implemented which will achieve the same level of reduction in water use.~~
- ~~(b) Persons requesting an exemption from the provisions of this article shall file a petition for variance with a nonrefundable variance fee (per the fee schedule in appendix A to this code) with the city. Petitions for variances shall be reviewed by the city manager or his designated representative and shall include the following:~~
- ~~(1) Name and address of the petitioner(s).~~
 - ~~(2) Purpose of water use.~~
 - ~~(3) Specific provision(s) of the plan from which the petitioner is requesting relief.~~
 - ~~(4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with this article.~~
 - ~~(5) Description of the relief requested.~~
 - ~~(6) Period of time for which the variance is sought.~~
 - ~~(7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.~~
 - ~~(8) Other pertinent information.~~
- ~~(c) Variance process.~~
- ~~(1) The city manager or his designee shall forward a recommendation for granting or denying the variance to the city council for final action. Variances recommended by the city manager shall be subject to the following conditions, unless waived or modified by the city council:~~
 - ~~A. Variances granted shall include a timetable for compliance.~~
 - ~~B. Variances granted shall expire when the provision is no longer in effect, unless the petitioner has failed to meet specified requirements.~~
 - ~~(2) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.~~

Sec. 13.06.010 Water rate structure

The city's water rate structure utilizes an increasing block structure of steps. The rates increase significantly as account demand exceeds the base rate. Current rates are found in the fee schedule in appendix A to this code.

Sec. 13.06.011 Reservoir systems operations plan

The City does not own, maintain, or operate a reservoir system.

Sec. 13.06.012 Leak detection, repair and water loss accounting

(a) ~~The city serves customers in varying environments such as garden homes, residential lots less than one (1) acre, estate lots greater than one (1) acre and ranchettes up to fifteen (15) acres. FORU customers are our primary eyes and ears and should notify the system when they observe an unusual water event. Other methods of detection are:~~

~~(1) The utility billing clerk reviews all meter readings for inconsistencies such as a dramatic increase in monthly water use. Meter rereads are directed at all suspected cases and, if the reading is accurate, a call is made to the customer, who is advised that they may have some problem.~~

~~(2) All utility operators have multiple duties which require travel throughout the system. They check for consistencies and performance of the system, and investigate when problems are detected. Sometimes, a water leak is discovered. They respond by informing the customer or contacting their supervisor. All city system leaks are handled as rapidly as resources allow and are assigned the highest priority.~~

(b) ~~Water loss accounting has been since the city's 1997 purchase of the system. The monthly and annual cumulative reports of production and gallons sold are reviewed.~~

Sec. 13.06.013 Record management system

(a) ~~The utility record system used for billing and recordkeeping by FORU provides daily, monthly and annual reports such as:~~

~~(1) Number of residential and commercial bills.~~

~~(2) Total billing and consumption for residential and commercial accounts.~~

~~(3) Top users by month.~~

~~(4) Total consumption and billing by rate step for residential and commercial accounts.~~

(b) ~~Computer spreadsheets have been developed such that:~~

~~(1) Total groundwater produced per day is developed by daily manual well meter readings which are input to mechanized reports which record, total and calculate maximums, minimums, daily average for the month and average usage per connection.~~

~~(2) Comparisons are calculated between current month, past month and previous year same month.~~

~~(c) FORU's account categories are limited to residential and commercial. The city does not serve any industrial or agricultural irrigation accounts.~~

~~Sec. 13.06.014 Metering accuracy~~

~~FORU will provide and ensure that its meters measuring groundwater and surface water diversions will meet the +/- 95% accuracy goal.~~

~~Sec. 13.06.015 Universal metering~~

~~All water connections shall be metered. Meter testing/repair and replacement will be accomplished as recommended by the American Water Works Association.~~

~~Sec. 13.06.016 Control of unaccounted-for uses~~

~~Water operators will be observant of irregularities as they perform their daily assignments. Drivers of water trucks using fire hydrants to fill their vehicles will be asked to present their bulk water use authorization. Main distribution routes will be inspected monthly to identify if unauthorized connections exist. Monthly meter readings will be monitored to identify any suspicious occurrences.~~

~~Sec. 13.06.017 Regional water planning~~

~~The service area of the city is located within the South Central Texas Water Planning Group, Region 1, who will be provided a copy of this WCP.~~

ADD:

Article 13.06 Water Conservation Plan

Sec. 13.06.001 Policy, purpose and intent

- (a) Promote the efficient and responsible use of the City's water resources;
- (b) Ensure that current and future residents of the City have a safe and adequate water supply for domestic use, sanitation and fire protection; and
- (c) Comply with Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rule 288.2 which requires the City to review and update its water conservation plan.

Sec. 13.06.002 Utility profile

Fair Oaks Ranch Utilities ("FORU") currently provides water to approximately 3,100 connections within its service area. The City serves customers in varying environments such as garden homes, residential lots less than one (1) acre, estate lots greater than one (1) acre, and ranchettes.

Sec. 13.06.003 Water conservation goals

The average historical municipal use in gallons per capita per day ("GPCD") from 2010–2019 is 188. The five-year goal is a reduction in per capita water consumption at 180 GPCD. The ten-year goal is a further reduction in per capita water consumption at 175 GPCD. The City's overall target goal is to reach 140 GPCD by 2070 to correspond with the recommendation made by the Water Conservation Implementation Task Force (coordinated by the Texas Water Development Board).

Sec. 13.06.004 Definitions

Customer. Any person, individual, partnership, company, corporation, association, organization or other legal entity using water supplied by Fair Oaks Ranch Utilities.

Drip irrigation system. An irrigation system (drip, porous, pipe, etc.) that applies water at predetermined, controlled, low-flow levels directly to the root of the plant.

Drought tolerance. Ability of a plant, turfgrass, or shrub to tolerate a drought period.

FORU. Fair Oaks Ranch Utilities, the city-owned water and wastewater system.

Handheld hose. A physically-held hose fitted with a manual or automatic shutoff nozzle.

Hose-end sprinkler. A sprinkler that applies water to landscaped areas that is piped through a flexible, movable hose.

Irrigation system. A system with fixed pipes and emitters or heads that apply water to landscape plants or turfgrass, including, but not limited to, in-ground and permanent irrigation systems.

Landscape irrigation use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, athletic fields, golf courses, parks, rights-of-way and medians.

Municipal use in gallons per capita per day (GPCD). The total average daily amount of water diverted or pumped for treatment for potable use by a public water supply system. The calculation is made by dividing the water diverted or pumped for treatment for potable use by population served.

Perennial. Plants which are expected to live longer than two years.

Positive shutoff. A valve that is held in a closed position by system pressure until overridden by an outside force.

Rain sensor. A functioning device that detects the presence of precipitation and automatically interrupts an irrigation cycle and inhibits future irrigation cycles by means of an adjustable reset delay.

Soaker hose. A perforated or permeable garden-type flexible hose or pipe that is laid above-ground that provides irrigation at a slow and constant rate; and is not considered drip irrigation.

Turfgrass. Perennial ground cover plants and grasses that are adapted to regular mowing and foot traffic through management.

Water conservation. Practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Zonal irrigation system. An irrigation system that segregates by station areas of shrubs, ground cover, bedding plants, and turf to accommodate a diversity of watering requirements.

Sec. 13.06.005 Landscape design and installation

- (a) Drought tolerant grasses shall be the only authorized turfgrasses to be installed on all new construction and renovation projects.
- (b) The following water conservation features are required for all automatic irrigation systems:
 - (1) Rain sensors;
 - (2) Sprinkler heads that emit large drops rather than fine mist; and
 - (3) A design layout that limits the impact of overspray and wind dispersion.
- (c) Turfgrass and associated irrigation systems shall be confined to an area within fifty-five (55) feet of the footprint of the main residence or commercial establishment. Layouts may be adjusted to consider topography, easements, rights-of-way, and other factors that would present impractical irrigation design problems, but shall not exceed the total area defined by the fifty-five-foot perimeter around the main residence or commercial establishment.
- (d) Turfgrass installed during or associated with new construction and/or replacement shall have a 4-inch base minimum of topsoil.
- (e) All newly installed in-ground irrigation systems are to be zonal irrigational systems and require a permit and subsequent inspection pursuant to Chapter 3 Building Regulations of the City's Code of Ordinances.

Sec. 13.06.006 Landscape watering management

- (a) Irrigation of landscaped areas with hose-end sprinklers, soaker hoses, or automatic irrigation systems shall be limited to once a week between the hours of midnight to 10 a.m. and 8 p.m. to midnight on the authorized watering day according to the following schedule:

Street Address Ending in:	Authorized Watering Day:
0 or 1	Monday
2 or 3	Tuesday
4 or 5	Wednesday
6 or 7	Thursday
8 or 9	Friday

- (b) Irrigation of landscaped areas with hose-end sprinklers, soaker hoses, or automatic irrigation systems shall be prohibited during weekends (Saturday and Sunday) without exception.

- (c) *Irrigation of landscaped areas is permitted at any time, including weekends, by means of a handheld hose with a positive shutoff nozzle, a properly functioning drip irrigation system, or a faucet-filled bucket or watering can of five (5) gallons or less.*
- (d) Landscape watering permits.
- (1) Newly planted lawns may not be watered at any time other than the schedule designated in Section 13.06.006(a) except by a permit issued by the City Manager or his/her designee.
 - (2) The permit application shall be completed by the property owner and include documentation specifying the type of landscape application and/or installation.
 - (3) Permit fee shall be paid in such amount as specified in the City's Master Fee Schedule, found in Appendix A of the City's Code of Ordinances.
 - (4) All permits shall be valid for thirty (30) days from the date of issuance. Additional permits may be granted upon request and require approval by the City Manager or his/her designee.
 - (5) All permits shall be posted and readily visible from the street.
 - (6) Landscape watering permits shall not be issued when the City's drought contingency plan is in effect. Exclusions apply to newly built residential homes and commercial establishments.

Sec. 13.06.007 Prohibition of water waste

- (a) The following events of water use are considered wasteful and are prohibited:
- (1) Allowing water to runoff into streets, alleys, gutters, ditches, public rights-of-ways, or a stormwater drainage system;
 - (2) Failing to repair a controllable leak;
 - (3) *Use of a non-recycling decorative water fountain; and*
 - (4) *Use of a non-recirculation system at automatic car washing or commercial laundry facilities.*
- (b) Exclusions to this provision include the following:
- (1) Operation of an automatic irrigation system for the purpose of maintenance and testing;
 - (2) Washing of a car, boat, recreational vehicle, or motorized vehicle using a 5-gallon bucket or handheld hose equipped with a positive shutoff nozzle; and
 - (3) *Use of pressure washing equipment for household purposes.*
- (c) Additional restrictions shall apply during drought stages 1, 2, and 3 as outlined in the City's Drought Contingency Ordinance.

Sec. 13.06.008 Public education and information

FORU may use various media to educate the public and inform customers of potential incentive programs and conservation successes. These means may include, but are not limited to, the City's website, social media platforms, and bill inserts in conjunction with monthly utility statements.

Sec. 13.06.009 Water rate structure

The City's water rate structure utilizes an increasing block rate structure. The rates increase as account demand exceeds the base rate. Current rates are established in the City's Master Fee Schedule, found in Appendix A of the City's Code of Ordinances

Sec. 13.06.010 Reservoir systems operations plan

The City does not own, maintain, or operate a reservoir system.

Sec. 13.06.011 Leak detection, repair and water loss accounting

- (a) *FORU customers are urged to notify the system when they observe an unusual water event. Other methods of detection include the following:*
 - (1) *A review of meter readings for inconsistencies in water use. If needed, a service call is made based on the individual case to advise the customer of the issue.*
 - (2) *System performance checks completed by utility operators. Detected leaks are assigned high priority and are addressed appropriately.*
- (b) *Water loss accounting practices include the review of monthly and annual cumulative reports of production and gallons sold.*

Sec. 13.06.012 Record management system

- (a) *The utility record system used for billing and recordkeeping by FORU provides daily, monthly and annual reports such as:*
 - (1) *Number of residential and commercial accounts;*
 - (2) *Total billing and consumption for residential and commercial accounts; and*
 - (3) *Total billing and consumption by rate step for residential and commercial accounts.*
- (b) *Additional records include the following:*
 - (1) *Total groundwater production data (maximums, minimums, and daily averages);*
 - (2) *Total groundwater comparison data (current month, past month, previous year same month, calendar year and fiscal year); and*
 - (3) *Total wastewater reclamation data.*
- (c) *FORU's account categories are limited to residential - single family, residential - multi-family, institutional and commercial. The City does not currently serve any industrial or agricultural accounts.*

Sec. 13.06.013 Metering accuracy

FORU will provide and ensure that meters measuring groundwater and surface water diversions will meet a +/- 5% accuracy goal.

Sec. 13.06.014 Universal metering

All water connections shall be metered. Meter testing, repair, and replacement will occur in accordance with the manufacturer's instructions.

Sec. 13.06.015 Regional water planning

A copy of this Ordinance shall be provided to Region 1 of the South-Central Texas Water Planning Group. All water purveyors, other than Fair Oaks Ranch Utilities, operating within the city limits of Fair Oaks Ranch will also be provided a copy.

Sec. 13.06.016 Enforcement; penalty

- (a) The City Manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this water conservation plan to protect public health, safety and welfare.
- (b) No person shall allow the use of water from FORU for residential, commercial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this article. A culpable mental state is not required for a violation of this article and need not be proved.
- (c) Any person who violates a provision of this plan is guilty of a misdemeanor and, upon conviction, shall be punished by a fine per violation as provided in Section 1.01.009 of the City's Code of Ordinances. Each day that one or more of the provisions in this article is violated shall constitute a separate offense.

Sec. 13.06.017 Appeal procedure

- (a) FORU customers may appeal the staff's interpretation and application of the provisions of this article, but not this article itself, to the City Manager or his/her designated representative upon written application. Said application shall identify the section of this article that is allegedly misinterpreted or incorrectly applied, the circumstances of the error, specific supporting data, receipts, statements, and like pertinent documentation in support of the customer's complaint and the desired corrective action.
- (d) The City Manager shall place the appeal and supporting data on the next regular scheduled city council meeting agenda.
- (e) The City Council decision will be provided to the requesting party within five (5) business days following the meeting and is considered final.



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

AGENDA TOPIC: Consideration and possible action approving a Resolution authorizing the City Manager to submit an application for and to accept Federal Funds from the Federal Emergency Management Agency related to DR-4586

DATE: April 15, 2021

DEPARTMENT: Finance

PRESENTED BY: Sarah Buckelew, CPA, Finance Director

INTRODUCTION/BACKGROUND:

In February 2021, a Winter Storm occurred that created a state of emergency throughout the entire State Texas. City personnel worked continuously to ensure public safety, critical resources, and infrastructure remained functional. In response to this, a Major Disaster Declaration DR-4586 was issued on February 19, 2021 for an incident period beginning on February 11. The Federal Emergency Management Agency (FEMA) provides funds for governments for expenditures caused by the Disaster. These funds can be used for eligible expenditures incurred that incur once the incident period began until 30 days after the end of the declaration of the Public Health Emergency.

As part of this process, the City may submit a Request for Public Assistance (RPA) directly to FEMA. FEMA reimbursements are provided on a cost share basis, for which the City would have a responsibility of 25% of the cost share.

The City incurred over \$35,000 of overtime for public works and public safety employees during the winter storm, many of whom stayed in excess of 24 hour shifts to ensure continuity of services and public safety. The remaining expenses (estimated at approximately \$5,000) primarily relate to emergency operations center costs, salt for the roads, and costs of housing and feeding staff as they lived on premises for several days. The City also incurred the expense of providing potable and non-potable water for humanitarian aid during the winter storm free of charge. The estimate of water revenue lost is minimal (approximately \$50).

Total reimbursable expenses are currently estimated at around \$40,000, of which FEMA would reimburse 75%.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Obtaining FEMA funding will allow the City to receive partial reimbursement for eligible expenditures incurred in response to Major Disaster DR-4586.

As part of the Strategic Action Plan development process, Council instructed staff to research and bring to Council any and all available grant opportunities as a means to diversify City revenue. Acceptance of these funds directly aligns with the following Strategic Projects under the Financial Integrity Pillar:

- **Strategic Project 1.5.2** *Determine reporting requirements for grants, new utilities, and other alternative funding methods.*
 - Specifically, **Strategic project 1.5.2** was included as a direct means to give staff the ability to research and bring to light any and all available resources that would be of financial benefit to residents.
- **Strategic Project 1.4.7** *Address tax base sustainment and diversification* (if utilized for eligible expenditures affecting the General Fund)

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

The City is seeking partial reimbursement of eligible expenditures incurred to protect public safety, and ensure critical resources and infrastructure remained functional during Major Disaster DR-4586. Current estimate of reimbursement would be approximately \$30,000 (75% of \$40,000).

LEGAL ANALYSIS:

The process of applying for FEMA funds is an automated process, which is standard for all State, Territorial, Local, and Tribal Governments.

The Resolution has been reviewed and approved as to form by the City Attorney.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a Resolution authorizing the submission of a grant application for and acceptance of the payment for Federal Emergency Management Agency Funds related to disaster declaration DR-4586, and authorizing the City Manager to execute documents and take actions to facilitate such acceptance.

A RESOLUTION

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR AND ACCEPTANCE OF THE PAYMENT FOR FEDERAL EMERGENCY MANAGEMENT AGENCY FUNDS RELATED TO DISASTER DECLARATION DR-4586, AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS AND TAKE ACTIONS TO FACILITATE SUCH ACCEPTANCE

WHEREAS, a severe winter weather event caused an emergency in the City of Fair Oaks Ranch; and

WHEREAS, in response to the severe weather event, the President of the United States issued an emergency declaration for all 254 Texas Counties effective beginning February 11, 2021; and

WHEREAS, the City experienced significant expenditures in preparation for and response to the severe winter weather emergency; and

WHEREAS, on February 19, 2021 a Major Disaster Declaration DR-4586 was issued; and

WHEREAS, funds have been made available through the Federal Emergency Management Agency (FEMA) for eligible costs related to Major Disaster DR-4586.

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

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

Section 2. City Council's purpose in adopting this Resolution is to memorialize Council's: (i) authorization to file the application for FEMA Reimbursement, including all understandings and assurances contained therein; (ii) direction and authorization to act in connection with the application and to provide such additional information as may be required to qualify for reimbursement funding.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, THIS 15th DAY OF APRIL, 2021.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 15, 2021

AGENDA TOPIC: Consideration and possible action approving a Resolution authorizing the City to submit a grant application and accept payment of Federal Funds related to the American Rescue Plan Act of 2021

DATE: April 15, 2021

DEPARTMENT: Finance

PRESENTED BY: Sarah Buckelew, CPA, Finance Director

INTRODUCTION/BACKGROUND:

On March 11, 2021 President Biden signed the American Rescue Plan Act (ARP) to provide further economic relief to state and local governments. Of the \$350 billion allocated for state and local fiscal recovery, the state of Texas will be receiving \$16.7 billion. The funding for Fair Oaks Ranch was preliminarily allocated by the State of Texas on the basis of population in the amount of \$2,100,000. As a smaller city, Fair Oaks Ranch will be distributed funds directly from the State of Texas rather than from the Treasury. At this time, City Staff is in contact with State representatives in determining the means and methods of applying for the federal funds, which will most likely entail working through TDEM (Texas Department of Emergency Management) for distributions.

The deadline for spending ARP funds is December 31, 2024. Because of the dollar amount and limited timeframe to spend funds, this will most likely involve enhanced audit procedures and reporting requirements related to the expenditure of Federal Funds.

Funding received by the City may be used for eligible expenses outlined by the Federal Government. At this time, eligible uses of these funds include the following:

- Revenue replacement for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent fiscal year prior to the emergency,
- COVID-19 expenditures or negative economic impacts of COVID-19, including assistance to small businesses, households, and hard-hit industries, and economic recovery,
- Premium pay for essential workers,
- Investments in water, sewer, and broadband infrastructure.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Obtaining American Rescue Plan Act of 2021 funding will allow the City to utilize these vital funds for eligible expenditures. The ARP broad definitions of use, specifically around “investments in water, sewer, and broadband infrastructure” authorize the City to utilize these funds to update aging critical water and sewer infrastructure in lieu of issuing debt, which otherwise would result in increased utility rates. Specific projects to be funded would be determined by Council at a later date, and those future decisions would not preclude Council’s ability to accept the Federal Funding at this time.

As part of the Strategic Action Plan development process, Council instructed staff to research and bring to Council any and all available grant opportunities as a means to diversify City revenue, and alleviate the financial burden of updating the City's aging infrastructure. Acceptance of these Federal Funds directly aligns with the following Strategic Projects under the Financial Integrity Pillar:

- **Strategic Project 1.5.2** *Determine reporting requirements for grants, new utilities, and other alternative funding methods.*
- **Strategic Project 1.4.2** *Develop a sustainable and equitable water rate*
- **Strategic Project 1.4.3** *Develop a sustainable and equitable wastewater rate*
- **Strategic Project 1.4.7** *Address tax base sustainment and diversification (if utilized for eligible expenditures affecting the General Fund)*

Specifically, **Strategic project 1.5.2** was included as a direct means to give staff the ability to research and bring to light any and all available resources that would be of financial benefit to residents.

Additionally, acceptance of these Federal Funds aligns directly with the ability for Council and Staff to deliver upon the following Strategic Objectives and Strategic Projects falling under Pillar #3 Reliable and Sustainable Infrastructure:

- **Objective 3.1** *Enhance & Ensure Continuity of Reliable water resources in accordance with CCN Obligations*
- **Objective 3.2** *Enhance and ensure continuity of reliable wastewater treatment in accordance with CCN obligations.*

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

The funding for Fair Oaks Ranch was preliminarily allocated by the State of Texas on the basis of population in the amount of \$2,100,000. The deadline for spending ARP funds is December 31, 2024. Because of the dollar amount and limited timeframe to spend funds, this will most likely involve enhanced audit procedures and reporting requirements related to the expenditure of Federal Funds.

Currently, as a result of uniform guidance, all non-federal government agencies that expend \$750,000 or more in federal awards in a given fiscal year are required to obtain a single audit.

A Single Audit requires higher levels of testing by the independent auditor to establish that:

- The financial statements are presented fairly and accurately; and in accordance with federal cost principles;
- The organization has an adequate internal control structure, and that;
- The organization is in compliance with any special government regulations/laws that apply to the specific federal funding system.

Because of Council's recent investment that enabled staff to establish a comprehensive internal control framework, the City is very well poised to withstand the additional rigorous audit requirements and accept the large federal funding award. Staff is working with the independent auditors to obtain a pricing quote for the additional audit, but given the large grant award, and the fact that the internal controls framework is already established, the financial benefits of receiving a grant in lieu of issuing debt outweigh the additional costs of the audit. Additionally, if the City

utilizes the funds toward infrastructure that would otherwise require issuing debt, the City would save the cost of interest and issuance costs of issuing debt by accepting the grants.

LEGAL ANALYSIS:

The process of applying for funds will be through a standard process outlined by the State of Texas. Funding is appropriated under the American Rescue Plan Act of 2021, which was signed into law on March 11, 2021.

The City attorney has reviewed and approved the attached resolution as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a Resolution authorizing the submission of a grant application for and acceptance of the payment for Federal Funds related to the American Rescue Plan Act of 2021, and authorizing the City Manager to execute documents and take actions to facilitate such acceptance.

A RESOLUTION

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR AND ACCEPTANCE OF THE PAYMENT FOR FEDERAL FUNDS RELATED TO THE AMERICAN RESCUE PLAN ACT OF 2021, AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS AND TAKE ACTIONS TO FACILITATE SUCH ACCEPTANCE

WHEREAS, the ongoing COVID-19 Pandemic has created an emergency in the City of Fair Oaks Ranch; and

WHEREAS, on March 11, 2021 the American Rescue Plan Act of 2021 was signed into law; and

WHEREAS, Federal funds have been allocated to the City of Fair Oaks Ranch through the State of Texas for distribution to the City; and

WHEREAS, the amount of the funding was preliminarily estimated by the State of Texas and allocated based on population; and

WHEREAS, Federal Government eligibility decisions made by the U.S. Department of Treasury in implementing the law may differ from the assumptions used by the State of Texas; and

WHEREAS, the estimated allocation projection for the City of Fair Oaks Ranch is \$2,100,000.

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

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

Section 2. City Council's purpose in adopting this Resolution is to memorialize Council's: (i) authorization to file any necessary application documentation for American Rescue Plan Act of 2021 funding, including all understandings and assurances contained therein; (ii) direction and authorization to act in connection with the application and to provide such additional information as may be required to qualify for funding.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, THIS 15th DAY OF APRIL, 2021.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

FUNDING ELEMENTS OF THE AMERICAN RESCUE PLAN ACT OF 2021

Item #9.

PART 1 Federal Funds to States

Federal Allocation

TEXAS ALLOCATION

STATE AND LOCAL FISCAL RECOVERY FUND

\$350 Billion

\$16.7 Billion

State of Texas

\$1.4 Billion

Cities with Populations of Less Than 50,000
Counties with Populations of Less Than 200,000

\$3.4 Billion

Funds Directly to Major Cities

\$5.7 Billion

Funds Directly to Counties

TOTAL ALLOCATIONS
THAT FLOW THROUGH THE STATE:

\$38.6 BILLION X

Total will depend on federal guidance, COVID-related expenditures and the extent of lost revenue, the Legislature's ability to maximize funds through appropriation and potential future distribution based on unemployment.

For states, local and tribal governments to:

- respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses and nonprofits or aid to impacted industries such as tourism, travel and hospitality
- provide premium pay to eligible workers that are performing essential work or by providing grants to eligible employers that have eligible essential workers
- provide government services to the extent of the reduction due to public health emergency relative to revenues collected in the most recent full fiscal year of the government prior to the emergency
- make necessary investments in water, sewer, or broadband infrastructure

Restrictions include 1) that funds not offset any new tax reductions or delay the imposition of any tax or tax increase and 2) cannot be used to support a pension fund

CORONAVIRUS CAPITAL PROJECTS FUND

\$10 Billion

\$483.8 Million

For payments to states, territories and tribal governments to complete capital projects directly enabling work, education and health monitoring, including remote options, in response to the public health emergency

EDUCATION

\$122.8 Billion

\$12.4 Billion

Elementary and Secondary School Emergency Relief Fund

\$2.7 Billion

\$155.7 Million

Emergency Assistance to Non-Public Schools Program

\$3 Billion

\$263.9 Million

State grants under the Individuals with Disabilities Education Act

\$39.6 Billion

\$3.0 Billion

Higher Education Emergency Relief Fund

	Federal Allocation	TEXAS ALLOCATION	
HEALTH	\$47.8 Billion	TBD	Testing, contact tracing and mitigation activities, including national activities and grants to state and local governments, territories
		\$803.5 Million	Texas estimate for COVID-19 testing for teachers, staff and students
	\$7.7 Billion	TBD	Grants to state, local and territorial public health departments
	\$7.5 Billion	TBD	Vaccines, including national activities and grants to state and local governments, tribes and territories
	\$1.5 Billion	\$115.9 Million	Substance Abuse Prevention and Treatment Block Grant
	\$1.5 Billion	\$122.2 Million	Community Mental Health Services Block Grant
	\$250 Million	TBD	Nursing Home Strike Teams to respond to COVID-19 outbreaks
HUMAN SERVICES	\$39 Billion	\$4.4 Billion	Child Care and Development Block Grant and new Child Care Stabilization Fund Grant for child care providers
	\$1 Billion	\$49.5 Million	TANF Pandemic Emergency Fund for states for non-recurrent, short-term cash or other form of benefits
	\$350 Million	\$24.8 Million	Child Abuse and Neglect Prevention Act programs
	\$450 Million	\$9.7 Million	Family Violence Prevention and Services Act programs
LABOR	\$2 Billion	TBD	To detect and prevent fraud, promote equitable access and ensure the timely payment of unemployment benefits
HOUSING	\$21.5 Billion	\$1.5 Billion	Emergency Rental Assistance Program (Texas state estimate \$1.0 billion, \$502.3 million for counties)
	\$10 Billion	TBD	Homeowner Assistance Fund to provide homeowners financial assistance for housing-related costs
	\$5 Billion	\$132.3 Million	HOME Investment Partnerships Program
	\$4.5 Billion	\$248.1 Million	Low-Income Energy Assistance Program (LIHEAP) to cover the costs of home heating and cooling
	\$500 Million	TBD	Funds to public water systems or treatment works that reduce rates charged to eligible low-income households
DISASTER RELIEF	\$50 Billion	TBD	FEMA Disaster Relief Fund for assistance to state, local, territorial and tribal governments, as well as individuals
	\$100 Million	\$6.0 Million	Emergency Management Performance Grants to state and local emergency management agencies

TRANSPORTATION

\$30.5 billion for Federal Transit Administration Grants to state and local government

TEXAS STATE ESTIMATE

\$3.9 MILLION

TEXAS LOCALS ESTIMATE

\$1.0 BILLION

MEDICAID

Requires state Medicaid and CHIP to cover vaccines and COVID treatment without any cost sharing and extends the period of this policy for one year after the end of the public health emergency. (Federal FMAP is increased to 100 percent for vaccine costs during this period.)

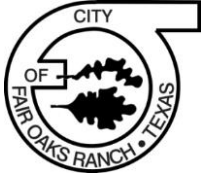
States have the option, for 5 years, to extend Medicaid eligibility to women for 12 months postpartum.

States that expand Medicaid to new populations under the Affordable Care Act would receive a 5 percent FMAP increase for current populations for two years.

ADDITIONAL ITEMS

While Texas-specific estimates for many of these programs are not yet available, this round of stimulus also provides \$1.6 billion to fund services for the elderly, including congregate and home-delivered meals, Home and Community Based Support Services and elder

justice programs. The new law also provides states with more than \$1 billion to cover administrative costs for the SNAP program, \$750 million for Veteran State Homes and \$10 billion for the State Small Business Credit Initiative to support small business financing.



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

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Professional Service Agreement with Matrix Consulting Group for a Police Standards of Cover and Utilization Study

DATE: April 15, 2021

DEPARTMENT: Public Safety

PRESENTED BY: Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

\$25,000 was approved in the FY 2020-21 budget for a Standards of Cover and Utilization Study for Police Services. A Request for Proposals was issued on January 8th, 2021 to competitively seek firms that provide this service. This study will give the City a comprehensive assessment of current and future needs, as well as assist with developing a long-term strategy for continuity of services.

Responses were received from three companies. An evaluation team met and selected Matrix Consulting Group.

The Police Study will provide recommendations for an innovative and sustainable method of determining current and future police department staffing needs. Also, the study will provide a performance review of the current delivery of all Police Department services, as well as recommendations to ensure service delivery meets current best practices and community expectations. The study will review current demands, existing resources, gather information on community expectations and provide recommendations regarding three, five, ten-year and buildout projections based on community and police department goals and performance indicators.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Meets Strategic Action Plan item 4.1 – Enhance & Ensure Continuity of Police Services
- Meets procurement guidelines.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

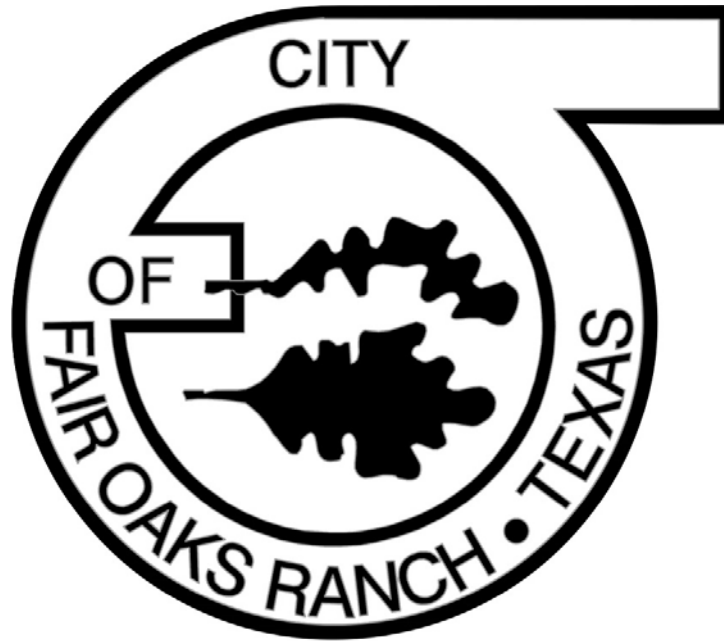
Funds were allocated in the FY2020/21 Budget in the amount of \$25,000 to accomplish this Strategic Action Plan item. This contract is for a not to exceed cost of \$39,500. Staff recommends this budget overage of \$14,500 be funded from the current years' surplus.

LEGAL ANALYSIS:

The City's standard Professional Service Agreement is being utilized for these projects.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a Professional Services Agreement for the Police Utilization Study with Matrix Consultants at a not to exceed cost of \$39,500.00, utilizing \$14,500 from the current years' surplus to fund the budget overage.



City of Fair Oaks Ranch

REQUEST FOR PROPOSALS

STANDARDS OF COVER AND UTILIZATION STUDY

Consulting firms must submit one (1) original, five (5) copies and one (1) digital copy in PDF format labeled “Proposal for Standards of Cover and Utilization Study” to the City of Fair Oaks Ranch, Attention: Clayton Hoelscher 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015, no later than 2:00 P.M. on February 1st, 2021.

Background

The City of Fair Oaks Ranch is located on the edge of the beautiful Texas Hill Country, 27 miles northwest of downtown San Antonio, Texas. It is home to an estimated 9,700 people, and it continues to grow as more people are drawn out by the lure of country living. The city spans over three separate counties, Bexar, Kendall and Comal, two independent school districts, Boerne ISD, and Comal ISD and covers an area of 7,861 acres.

The City of Fair Oaks Ranch had its beginnings as a working ranch when several parcels of land were acquired by oil man Ralph Fair, Sr. during the 1930's. The ranch, which had a dairy and granary, was first a center for a racehorse operation. Later, Mr. Fair established a registered Hereford cattle operation. After the death of Mr. and Mrs. Fair, the remaining family decided to develop a 5,000-acre portion of the ranch as a residential community. In 1975, a homeowner's association was formed and in 1988 the City was incorporated as a Type A General Law Municipality. Today, Fair Oaks Ranch is a Home Rule Charter City and operates under a Council-Manager form of government. A Mayor and six Council Members are elected by the citizens, and the City Manager is appointed by the Council.

Traditionally, Fair Oaks Ranch serves as a popular retirement destination for many with its golf courses, walking trails and quiet hometown atmosphere. However, proximity to the Alamo City, with its vast retail, professional, and medical offerings, paired with a unique Hill County lifestyle, support a growing commuter population. San Antonio is also home to Joint Base San Antonio, the largest joint base in the U.S. Department of Defense which adds to the economy and diversity of the entire metro area. Camp Stanley and Camp Bullis make up the vast majority of the City of Fair Oaks Ranch's eastern border.

The City is home to two Elementary Schools and anticipates current growth trends will continue as younger families continue to move into the area. Boerne ISD is considered one of the fastest growing districts in the San Antonio region.

The City is currently seeking a consultant or consultant(s) to conduct a Standards of Cover and Utilization Study for Police, Fire and EMS Services. The City has its own Police Department (26 sworn officers) and contracts with third parties for Fire and EMS Services. The intention of this Request for Proposals is to hire one or multiple firms to conduct these studies. The final deliverables will be two studies: one solely for Police Services, and one for Fire and EMS Services.

Scope of Services

Police

The purpose of this study is to provide recommendations for an innovative and sustainable method of determining current and future police department staffing needs. Specifically, the City desires a performance review of the current delivery of all Police Department services, as well as recommendations to ensure service delivery meets current best practices and community expectations.

Departmental Objectives

- Reduce the crime rate (property, violent, narcotics, etc.)
- Improve traffic safety
- Provide training to ensure the department is highly qualified and positioned for sustainable success
- Develop data driven approaches to crime and traffic safety to enhance the efficient and effective delivery of police services
- Ensure response times are at industry standards or better for similar communities
- Remain one of the safest cities in Texas.

The Study will:

- Review current demands for law enforcement, including calls for service, day and time of calls, response times, investigative workload, staffing for special events and out of service impacts associated with intergovernmental transports (jail).
- Review Department resources and provide complete report of current resource utilization, i.e., what the Department is doing right, areas for improvement, and recommendations to ensure the Department is resourced in a manner that provides for a Safe Community.
- Provide recommendations on improvements to Department shifts, assignments, etc., which will maximize efficiency and effectiveness.
- Review current demands and utilization for 3rd party support staff to include dispatch, jail, and records.
- Review current demands for administrative staff.
- Review supervisory workloads and span of control and make recommendations for supervisor staffing within the Department.
- Review and describe best practices for police staffing and utilization in cities with populations between 10,000 and 15,000.
- Gather information on local community expectations regarding perceptions of safety, crime reduction strategies, and community safety.
- Recommend a methodology for the calculation of police staffing needs that can be updated and replicated by city and police department staff for short and long-term strategic planning resource budgeting.
- Provide recommendations regarding three, five, ten-year and buildout projections based on community and police department goals and performance indicators.

- Identify functions performed by the police department that could be performed more efficiently by other means and provide options to address.

Challenges

The department is undergoing transitions in a number of areas and the extent to which the department ignores, reacts to, or proactively manages the factors that are creating these transitions has the potential to shape its future.

- Leadership Transition: New Chief and Lieutenant
- Transition in community demographics
- Transition in size and scope of the department
- Transition in profile of criminals
- Transition in the type of policing performed
- Transition in the policing environment (public perception)

Addressing Challenges:

Need to focus attention on a number of areas, while building on current strengths that position the department for sustainable success.

- Service level expectations
- Strategic direction
- Organization
- Accountability
- Professional development & training
- Recruiting and retention
- Jurisdictional collaboration
- Technology
- Bias free policing
- Data-driven initiatives

Effectiveness & Efficiency

Identify areas to improve operation effectiveness and efficiency.

- Activity analysis
- Relationships between shifts/units, including rotation
- Promotional Requirements & Process
- Patrol Discipline
- Traffic Enforcement
- Canine
- Warrant Service
- Relationships with civilian staff
- Internal affairs
- Civilian volunteers

Fire and EMS

The purpose of this study is to develop standards of coverage and provide recommendations for an innovative and sustainable method of determining current and future fire and EMS staffing needs. Specifically, the City desires a performance review of the current delivery of Fire and EMS services, as well as recommendations to ensure service delivery meets current best practices and community expectations.

Objectives:

- Assess community Fire and EMS risk
- Assess existing emergency service assets and infrastructure (vertical and linear)
- Define baseline emergency response performance standards
- Determine apparatus and staffing patterns
- Evaluate workload and ideal unit utilization
- Develop service delivery performance measures
- Support strategic planning and policy development relative to resource procurement and allocation.

The Study will:

- Review current demands for Fire and EMS, including calls for service, day and time of calls, response times, and geographic distribution of incidents.
- Conduct a community risk assessment and critical task analysis for Fire and EMS incidents.
- Evaluate Fire and EMS resources, inclusive of stations, apparatus, water capacity, fire flow and resource distribution.
- Gather information on community expectations regarding fire safety, emergency medical services and code compliance life safety practices.
- Review and describe best practices for Fire and EMS staffing and utilization in cities with populations between 10,000 and 15,000.
- Determine and recommend coverage and resources needed in relationship to community risks and service delivery expectations.
- Review the current 3rd party service delivery model and provide recommendations regarding three, five, ten-year, and buildout projections based on community goals and performance indicators (service delivery expectations).
 - Review Fire and EMS 3rd party provider resources and provide complete report of current resource utilization, i.e., what the Department is doing right, areas for improvement, and recommendations to ensure the Department is resourced in a manner that provides for a Safe Community.

Challenges:

The City contracts for Fire and EMS services. The current Fire service contract expires on September 30, 2021 and the service provider has informed the City they will not seek a renewal. EMS services are also provided through a 3rd party contract. Demand for EMS services indicates slow response time and periods of no coverage within the City.

Addressing Challenges:

Need to focus attention on a number of areas, while building on current strengths that position the City for sustainable success.

- Establish service level expectations
- Develop options for funding Fire and EMS services
 - o General Fund
 - o Creation of an Emergency Service District (ESD)
 - o Strategic direction
- Identify service providers
 - o Contract with existing ESD
 - o Contract with another Fire Department in the area
 - o Create a FOR Fire Department
 - o Others

Submission of Questions

Any questions should be submitted in writing to:

Clayton Hoelscher, Procurement Manager
 City of Fair Oaks Ranch
choelscher@fairoaksranchtx.org

Addendums to the RFP

The City of Fair Oaks Ranch shall not be held responsible for any oral instructions related to the project. Any official changes to this RFP will be in the form of a written addendum, which will be published on the City website at <http://tx-fairoaksranch2.civicplus.com/bids.aspx>

Withdrawal of RFP

The City reserves the right to withdraw the RFP at any point. At any time prior to the specified solicitation due time and date, a firm may withdraw their Proposals by submitting a written request stating the reason for withdrawal.

General Information:

- 1) The City of Fair Oaks Ranch reserves the right to reject any or all proposals to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.

- 2) The consultant will be an integral member of the Project Team, consisting of City staff, elected officials, and a potential citizen volunteer committee which will be involved in the process.

RFP Schedule

The dates and times listed below are estimated and are subject to change without notice.

1. **January 20, 2021**– Deadline for written questions 12:00 PM (CST).
2. **January 25, 2021** – Questions and Responses will be posted to the City of Fair Oaks Ranch website (<http://www.fairoaksranchtx.org/>) by the close of business day.
3. **February 1, 2021** – one (1) original, five (5) copies and one (1) digital copy in PDF format of the Proposals due no later than 2:00 PM (CST).
4. **February 2021** – Consultant Presentation and Interview with the selection committee (if necessary).
5. **February 2021** – Regular City Council Meeting to Approve Consultant Selection and Professional Services agreement which will include the Scope of Services.

Submission Instructions

Proposals should be delivered or sent to 7286 Dietz Elkhorn, Fair Oaks Ranch, Tx 78015. All proposals should be addressed to Clayton Hoelscher, Procurement Manager. The City of Fair Oaks Ranch will receive sealed proposals until 2:00 P.M Central Standard Time on February 1, 2021 and then proposal amounts will be publicly opened and read. Any proposals received after that time and date will be returned unopened to the bidder. Proposals should contain one (1) original, five (5) copies, and one (1) digital copy in PDF format.

Instructions to Proposers

The proposals should include the information below, and shall follow the format below. Firms may submit a proposal for the Police Department Study, the Fire and EMS Study, or both.

- **Cover Letter/Executive Summary (One (1) page maximum)**
- **Tab 1 - Project Team (Ten (10) pages maximum):**
 - o Resumes that describe the capabilities and experience of each team member, and include the team member's name, title, education, licenses, certifications, professional associations, and brief overview of professional experience
 - o Organizational chart identifying the key staff that will be assigned to this project, including subconsultants
 - o Provide a summary of not more than one page detailing the unique qualifications of each sub-consultant
- **Tab 2 - Team Relevant Experience (Six (6) pages maximum):**
 - o Include a summary of at least 3 projects within the last five years that are similar in nature
 - Identify the project owner, location, include contact name, title, current phone number, and e-mail address for each of the listed projects
 - Identify deliverable(s) provided to customer and what, if any changes, customers adopted
 - o Demonstrate record of performance, including completion schedule and quality of work product
- **Tab 3 - Project Approach (Ten (10) pages maximum):**

Describe your technical plan and timeline for accomplishing the scope of services, including at a minimum:

- o Submit a work plan for accomplishing the scope of services, including time estimates and identifying time needed for specific City personnel.
 - Include a timeline for completion
- o Include one or two samples of reports, correspondence, and other relevant information generated for other clients relevant to your proposal. This will not count towards the 10 page limit.
- o Detail how and when the following deliverables will occur:
 - Overview of current demand for services
 - Describing best practices for determining staffing and utilization in comparable Cities
 - Overview of community expectations for services
 - Staffing methodology that can be replicated, including recommendations for the next 5 – 10 years

- **Tab 4 – Price Proposal Form**

Include the total price to complete the project as described in the RFP. The price proposal should be filled out on the “Price Proposal Form” immediately following this Request for Proposal. Firms may submit for the Police Department Study, Fire and EMS Assessment Study, or both. The City reserves the right to award to no firms, or to one or multiple firms.

- **Certificate of Interested Parties (1295) Form** – A Certificate of Interested Parties Form must be submitted with the original proposal. The 1295 form and instructions for completion can be found at the following link: <https://www.ethics.state.tx.us/filinginfo/1295/>
- **Evidence of Insurability as detailed in Exhibit A – Standard Professional Service Agreement**

Evaluation Criteria

All proposals received will be reviewed, evaluated, and ranked according to a numerical scoring system based on the responses to the criteria listed below. The City may elect to interview firms. Proposals for each scope of service will be evaluated as follows:

Criteria	Maximum Points Available
Project Team, Key Personnel and Relevant Experience	40 Points
Project Approach	40 Points
Price	20 Points

Questions regarding the project can be submitted to Clayton Hoelscher, via email to choelscher@fairoaksranchtx.org. Questions will be accepted until 12:00 P.M. (CST) on January 20, 2021. Responses will be posted to the City of Fair Oaks Ranch website by the close of business on January 25, 2021.

Award and Negotiation

The City reserves the right to reject any or all Proposals. The highest ranked Respondent(s) may be invited to enter into Contract negotiations with the City of Fair Oaks Ranch. If an agreement cannot be reached with the highest ranked Respondent(s), the City shall notify the Respondent and terminate negotiations. The second highest Respondent may be contacted for negotiations. The process may continue until successful negotiations are achieved. The City reserves the right to terminate negotiations with any and all Respondents should it be in the City’s best interest.

Insurance

All respondents must submit, with the RFP, proof of insurance coverage as stipulated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm(s) only.

Anti-Collusion

In submitting an offer, Respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

No Prohibited Interest

Respondent acknowledges awareness of the state laws and applicable City Charter provisions regarding conflicts of interest and required disclosures. No officer, employee or agent of the City shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by the City's Charter, Code of Ordinances and/or Chapter 171 or 176 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

Non-Resident Bidders/No Israel Boycott

Texas Government Code, Chapter 2252, Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state. Texas Government Code, Chapter 2270 prohibits a governmental entity from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Equal Employment Opportunity

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

Anti-Lobbying Provision

During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their Proposal with any member of the City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's Proposal and disqualification from future consideration of similar RFP's.

Jurisdiction

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and payable in Kendall County, Texas. The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Kendall County, Texas.

Conflict of Interest

A statement indicating the respondent has no conflict of interest with the City, including any past or present employees or past or present elected officials of the City, must be submitted with the statement of qualifications. Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

Confidential Information

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be confidential under Texas Law, or pursuant to a Court order.

Price Proposal Form

Please include the total price for each scope of service. Firms may submit proposals for one or both studies. Each price shall be for a not to exceed amount and shall include reimbursable expenses. The City reserves the right to negotiate proposed amounts with the selected firm(s).

1. Police Department Standards of Cover and Utilization Study

\$ _____

2. Fire and EMS Standards of Cover and Utilization Study

\$ _____

The individual signing this certifies that he/she is a legal agent of the Company, authorized to submit on behalf of the Company, and is legally responsible for the decisions as to the supporting documentation provided.

Company Name: _____

Authorized Representative: _____

Signature: _____

Printed name: _____

Title: _____

Date: _____

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 Matrix Consulting Group ("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 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, AICP

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: Richard P. Brady

Title: President

PROFESSIONAL

Matrix Consulting Group
Attn: Richard P. Brady
1650 S. Amphlett Blvd., Suite 213
San Mateo, CA 94402

EXHIBIT A
SCOPE OF SERVICES

Scope of Work for the Police Utilization Study

FAIR OAKS RANCH, TEXAS

1. Background

The City of Fair Oaks Ranch is seeking to have a comprehensive analysis conducted of the police operations to determine appropriate staffing levels while ensuring that the management of operations is efficient. Importantly, for a growing community the City desires projections together with analytical benchmarks for understanding the staffing impacts on future growth. These objectives will be met in a context of significant change within the Department including new management.

While being based on a data-driven approach, this study will also seek input from staff and external stakeholders.

2. Task Plan

The following task plan provides our proposed approach to the study.

Task 1 | Current State Assessment of the Police Department

In order to conduct the study of the Fair Oaks Ranch Police Department, the project team will first develop an initial understanding of the Department and its service environment, as well as seek input on existing service levels and potential issues from Department managers and key stakeholders. This task, which involves significant on-site time by the project team, allows for an opportunity to learn about the unique characteristics, policing programs, and services provided by the department. This process includes:

- Interviews with the City Manager and elected officials (if desired) in order to obtain their views on police service issues and improvement opportunities, as well to confirm the goals and objectives of the study.
- Similarly, interviews with the chief, command and supervisory staff to obtain their views on police service issues and improvement opportunities.
- Interviews with other stakeholders as identified in initial interviews.

- Interviews with Human Resources, Finance and other municipal managers.

These initial interviews will focus on determining individual attitudes toward current law enforcement services and organizational considerations, including the following topics:

- Adequacy of existing service levels.
- Responsiveness to community priorities and other service needs, as well as relations with community groups and organizations.
- Perceived gaps in existing service levels, resources, and programs.
- Growth prospects for the City and region.

The project team will also begin to collect various documents, including departmental goals, vision, and objectives statements, as well as other organizational materials and budgetary documents.

As a result of this task, the project team will develop a current state assessment of the organization. The project team will document its initial understanding of the Department, its service levels, staffing, and service environment in a descriptive profile of the Fair Oaks Ranch Police Department.

A primary aim of developing the current state assessment is to provide a foundation for subsequent analysis by ensuring the accuracy of our assumptions and understanding of key details. We will provide the following information for each unit within the Department:

- Current (filled) and authorized staffing levels by classification
- Deployment of field services, including for patrol, including visualization tables showing the current shift schedule, including the number of personnel assigned to each, start times, and workday rotations as well as areas of geographic responsibility.
- Key responsibilities and duties for each unit, command staff, and unique role within the department.
- Organizational structures and reporting relationships.
- Scope of services provided by support functions.

The draft document will be reviewed with the project team, with corrections and revisions being made thereafter. This document will serve as the foundation of our understanding of the organization.

TASK RESULT

A current state assessment will be created, detailing the staffing, organizational structure, and deployment schedules of the Department, as well as any key characteristics of the service environment.

Task 2 | Diagnostic Assessment of Current Operations.

The project team will develop a detailed list of issues to use in a diagnostic assessment of the Police Department, using a combination of benchmarks, comparisons with best practice assessments and other agencies in order to identify issues areas in department staffing, organization, and operations management. The standards used in this assessment represent the project team's experience working with police agencies over the past 30+ years, as well as national standards from other organizations (e.g., CALEA, IACP, etc.). These would be examined from the perspective of smaller departments.

The project team will use the data collected, as well as additional research on comparative smaller agencies, to assess the degree to which services or service levels conform to 'prevailing practices'.

This task will analyze workload levels by functional area and will be utilized to identify potential challenges (and strengths) of the organization. The City will be provided with an initial diagnostic assessment of current resource allocations.

TASK RESULT

The project team will create a diagnostic assessment in order to identify preliminary issue areas relevant to the study. The document will provide analysis on each area of the Fair Oaks Ranch Police Department, and define its service level targets, whether these are able to be met, and next steps for further analysis in the study.

Task 3 | Analysis of Current Staffing Needs.

The project team will develop a comprehensive analysis of staffing needs for every function of the Department excluding dispatch, as well as strategies achieving the best

use of existing resources. While different analytical factors and processes are used to determine staffing needs for each function, the project team will examine strategies for deploying, allocating, and managing the operations of personnel around a number of key considerations:

In patrol, analysis of community-generated workload using computer aided dispatch data is central to this analysis. The project team will develop current service levels and alternative deployment strategies through the following:

- Analysis of time used by patrol units to respond to calls for service, including:
 - Response and travel times by priority level and call classification
 - Total spent handling calls by primary and backup units
 - Factors and assumptions for other workload factors, such as report writing time, number of arrests, etc.
- Determination of patrol unit net availability, which includes analysis of factors such as a leave, training, court attendance, administrative tasks (e.g., briefings, meal breaks, etc.), and turnover that impact actual on-duty staffing levels
- Analysis of patrol proactivity using the results of the total workload and net availability calculations, in order to determine whether proactive capabilities exist both at an overall level and during key times throughout the day and week
- Analysis of shift schedule effectiveness and potential alternatives.

In investigative functions, this includes whether effective targets are met for caseloads, as well as ensuring that objectives for providing support and services to victims are met

Administrative support units (e.g., records management, parking control, animal services, property and evidence) would be evaluated based on the level of service provided, backlogs in work, technology issues, level of civilianization, etc.

The following pages provide examples of the firm's approaches to analyzing calls for service, crime, and patrol proactivity:

(1) Patrol Proactive Time by Hour and Weekday

Analysis of patrol proactivity (or % of uncommitted time) at a detailed level is able to show whether the strategies for deploying resources are able to most efficiently provide resources against workload levels as they vary throughout the day and week:

Time	# Units	S	M	T	W	Th	F	Sa	Overall
2am-6am	31.4	15%	59%	55%	58%	57%	46%	26%	45%
6am-10am	37.0	57%	47%	46%	46%	49%	47%	52%	48%
10am-2pm	38.9	19%	-1%	3%	5%	5%	1%	8%	6%
2pm-6pm	73.6	46%	38%	36%	34%	33%	37%	41%	43%
6pm-10pm	52.3	15%	8%	14%	10%	14%	7%	17%	16%
10pm-2am	53.6	8%	35%	29%	37%	34%	28%	9%	35%
Overall	47.8	32%	33%	33%	34%	34%	30%	30%	32%

(2) Incident/Crime Occurrence Trends

Analysis of when specific incident types and crimes occur provides insight on whether the right types of resources are deployed at certain times of the day:

Incident Type	# CFS	HT	12a	4a	8a	12p	4p	8p
Agg. Assault	4,924	43.4						
Assault	1,588	65.6						
Dom. Violence Rpt.	1,585	37.8						
Robbery	898	17.3						
Comm. Burglary	897	35.4						
Res. Burglary	607	54.2						
Auto Theft	560	71.2						
Theft	522	41.3						
Narcotic Dist.	416	45.8						
Narcotic Poss.	348	49.0						
All Other Types	5,271	66.0						
Total	17,616	51.3						

Preliminary findings of the analysis of staffing needs and strategies will be reviewed with the Department and the City, with revisions and further analysis being completed thereafter.

TASK RESULT

The project team will develop an analysis of resources, staffing needs, and deployment strategies as an interim deliverable. The document will be reviewed with the Department and the City.

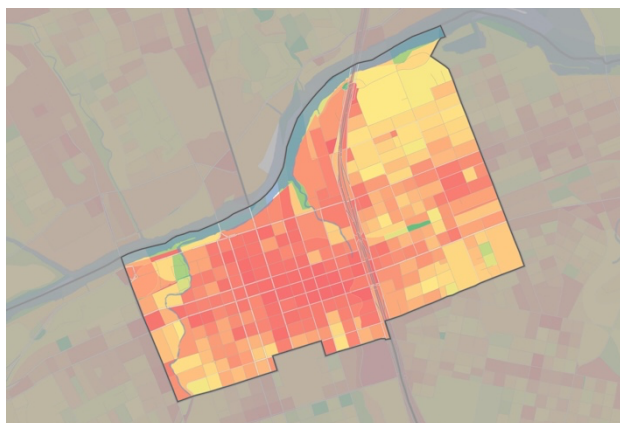
Task 4 | Police Department Staffing Projections

The unique factors of a community shape the service environment that public safety personnel operate in, and as a result, there is not a one-size-fits-all approach to identifying long-term strategic planning and operational needs.

The modeling system we have developed to determine the impacts of development and growth on police service demands is the combined product of using advanced technical capabilities and our experience in working with local government clients.

Key aspects of the model employed to create an accurate and defensive model for planning service and personnel needs include the following:

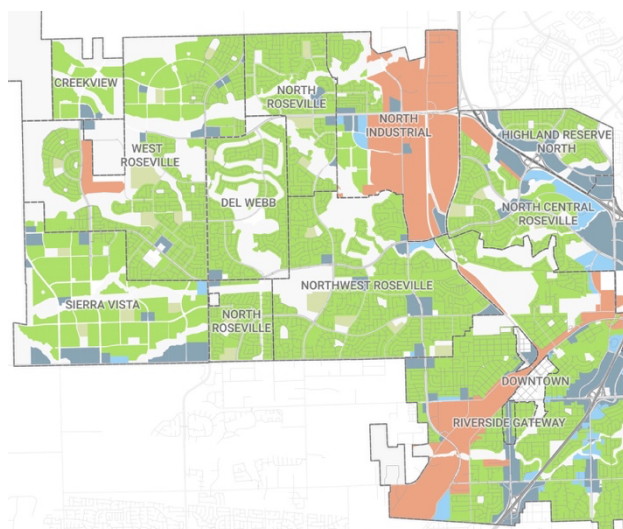
Illustrative Factors Considered to Project Future Staffing Needs



Geographic Analysis of Service Needs

In order to model the effects of the anticipated growth in Fair Oaks Ranch, it is critical to understand the rates at which existing and similar developments generate workloads and other public safety service needs.

Our analysis will utilize a GIS-centered approach to examine geospatial trends in service demand.

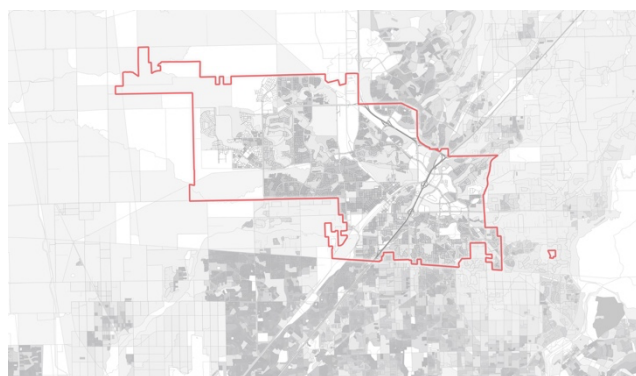


Land Use and Redevelopment

Different types of residential, commercial, and industrial zoning spaces have unique impacts on public safety service needs.

We will meet with planners to understand how land is used currently, as well as the configurations of any anticipated development and redevelopment, in order to accurately model how these needs will evolve.

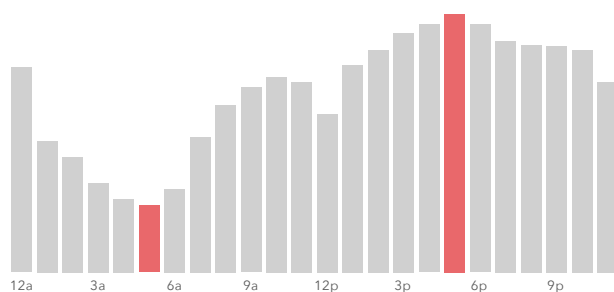
The data collected from Planning and other resources will form the basis of our GIS model of how police service needs will evolve over the projection timeframe.



Regional Interactions

Understanding the context of the community within its surrounding region is essential to forecasting its planning needs.

This includes developing an understanding of factors such as the daytime working population and effects on field resource demands.



Workload-Based Projections

Rather than base projections for future staffing and operational needs on a simple ratio such as officers per capita, our analysis builds staffing needs from how workload is changing – whether driven by calls for service, investigative cases, or reports and administrative workloads for staff.

Data collected for the analysis of projected service and personnel needs includes the following:

- CAD data (up to the past three years if current CAD system has been in place for that timeframe)
- Supporting information for CAD analysis (e.g., unit code and incident type lists, patrol schedules, incident report totals, arrest and booking totals)
- UCR/NIBRS (up to the past three years; including location coordinates if data systems allow)
- Planning and land use GIS shapefiles (preferably including information such as commercial space, housing unit counts, and other key data)
- Information on planned developments, including expected timeframes for completion when possible

The project team will collect other publicly available data used for the analysis, such as road networks, census data, and geographical features.

The results of the operational service needs and staffing projections will be developed into an interim deliverable that provides comprehensive projections for service and staffing needs for each police function.

TASK RESULT

The analysis will result in an interim deliverable that comprehensively projects police operational service and staffing needs over the next 10 years.

Task 5 | Develop the Final Report and Present Study Results.

Once the work tasks described in the preceding sections have been completed, our findings, conclusions, and recommendations will be developed into a final report on the study for the Fair Oaks Ranch Police Department. The report will incorporate previous interim deliverables into a single unified document, combining the analysis of all functional areas of the Police Department. The document will be structured as follows:

- An **executive summary**, which includes an overview of the process used to conduct the study, key results, and a comprehensive list of all recommendations made in the report.

- Analysis of **current and projected workloads and personnel needs** for all police department functions, which includes:
 - Detailed analysis of current patrol workloads, availability factors (e.g., leave, turnover, training etc.), and patrol proactivity;
 - Investigative workloads, specialization, and case management practices;
 - Allocation of sworn and civilian resources to administrative and support functions and potential re-allocation of resources to the various functions.
- Analysis of **organization**, which examines the current structure and organization of the Fair Oaks Ranch Police Department and identifies its strengths and opportunities for improvement based on best practices and organizational models.
- A **plan of implementation** for each study recommendation with schedule, costs and responsible parties.

Following completion of the draft final report, the document will be reviewed with the Department and City, and revisions will be made thereafter. The implementation plan will outline the proposed timing for implementation, the proposed cost (or savings), and identification of lead responsibility.

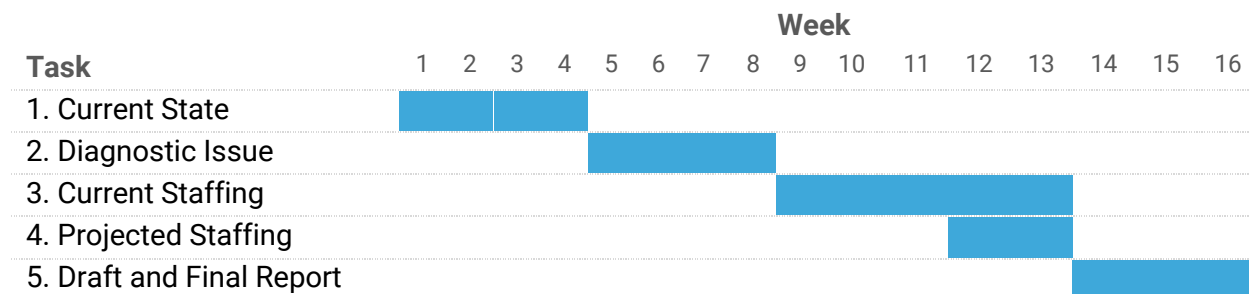
Upon finalizing the report, the project team will be available to present the results of the study to the Fair Oaks Ranch City Council.

TASK RESULT

The analysis will result in the final report on current and projected staffing for the Police Department. After draft reviews we will present the final report to the City.

3. Project Schedule

We propose a 16-week timeline for completing the study. The following chart provides a week-by-week plan for completing each of the project tasks:



Covid19's Impact on the project schedule – The current pandemic may reduce travel on site for at least the next 2 months. This may limit the project team's ability to conduct site observations in the City. However, it would not impact the schedule. We have taken steps to perform our work remotely (e.g., video conferencing for interviews).

3. Project Budget

The following chart provides a breakdown of project staff hours by team member, as well as the related costs for each task area for the staffing and organizational assessment:

Task	Project Manager	VP / Sr Manager / Manager	Consultant	Total Hours	Total Fee
1. Current State Assessment	12	24	8	40	\$6,800
2. Diagnostic Assessment	8	24	12	44	\$6,400
3. Current Staffing Analysis	12	32	16	60	\$8,800
4. Projected Staffing Analysis	12	16	16	44	\$6,400
5. Draft and Final Report	16	24	8	48	\$7,600
Total Hours	60	120	60	240	
Hourly Rate	\$200	\$150	\$100		
Total Professional Fees	\$12,000	\$18,000	\$6,000		\$36,000
Travel Expenses					\$3,500
Total Project Cost					\$39,500

Our usual practice is to invoice our clients monthly for time and materials up to the total project amount. We are also amenable to alternative invoicing arrangements.

We will bill for travel and any related expenses at actual cost. If there is no onsite work due to the Covid 19 pandemic, those costs will be reduced.

EXHIBIT B
CERTIFICATE OF INSURANCE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/11/2021
Item #10.

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2375 E. Camelback Road, Suite 250 Phoenix, AZ 85016 877 468-6516	CONTACT NAME: Christine Torrance PHONE (A/C, No, Ext): 602 666-4830 FAX (A/C, No): 610 537-2283 E-MAIL ADDRESS: christine.torrance@usi.com														
INSURED Matrix Consulting Group, Ltd 1650 S Amphlett, Suite 213 San Mateo, CA 94402-1234	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1559 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 451 1437 478">INSURER A : Sentinel Insurance Company Ltd.</td> <td data-bbox="1437 451 1559 478">11000</td> </tr> <tr> <td data-bbox="816 478 1437 506">INSURER B : Hartford - WC Multiple Issuing Cos</td> <td data-bbox="1437 478 1559 506">00914</td> </tr> <tr> <td data-bbox="816 506 1437 533">INSURER C : Twin City Fire Insurance Company</td> <td data-bbox="1437 506 1559 533">29459</td> </tr> <tr> <td data-bbox="816 533 1437 560">INSURER D :</td> <td data-bbox="1437 533 1559 560"></td> </tr> <tr> <td data-bbox="816 560 1437 588">INSURER E :</td> <td data-bbox="1437 560 1559 588"></td> </tr> <tr> <td data-bbox="816 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1559 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Company Ltd.	11000	INSURER B : Hartford - WC Multiple Issuing Cos	00914	INSURER C : Twin City Fire Insurance Company	29459	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
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 INSR	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 ☒ PRO-JECT ☐ LOC OTHER:			59SBARO0849	08/08/2020	08/08/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			59SBARO0849	08/08/2020	08/08/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10,000			59SBARO0849	08/08/2020	08/08/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	59WECAB6S04	08/08/2020	08/08/2021	☒ 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	Professional Liab			59PG0297372	08/08/2020	08/08/2021	\$1,000,000/\$3,000,000 \$5,000 deductible

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

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

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

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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Proposal to Conduct a Police Utilization Study

matrix 
consulting group

The Matrix Consulting Group

- ◆ The leaders of our firm have provided a wide range of consulting services to local government since 1980.
- ◆ Our project team has conducted over 400 law enforcement studies across the country and in Canada, including many recent public safety studies in Texas.
- ◆ We are comprised of experienced public safety analysts, auditors, and former public safety managers who are now full-time public safety consultants with the firm.
- ◆ Our approach is ‘fact-based’ emphasizing extensive data collection on site, maximizing stakeholder input and detailed implementation strategies.



Our Law Enforcement Practice

- ◆ Our police consulting services include:
 - Staffing, deployment and scheduling studies
 - Organizational assessments
 - Resource and management planning
 - Implementation of 21st Century Policing concepts
- ◆ Our services are based on understanding and promoting partnerships with the community, transparency, efficient management of resources, and proactivity.



Police Analytical Experience

- ◆ Our recent law enforcement experience includes many smaller agencies, and several departments in Texas:

Texas Agencies

Austin, TX
Denton, TX
Fort Worth, TX
Glenn Heights, TX
Kyle, TX
Lewisville, TX
Sunnyvale, TX

Smaller Agencies

Buckeye, AZ
Calistoga, CA
Kawartha Lakes, ON
Lower Saucon Township, PA
Monroe, WA
Oshkosh, WI
Puyallup, WA

- ◆ We are currently completing police studies in two smaller cities – Glendale (WI) and Suisun City (CA).



Project Team

Richard Brady	President	President and Project Manager 40 years of police consulting experience
John Scruggs	Manager	5 years of consulting experience 26 years in policing and interim chief
Ian Brady	Vice President	8 years of police consulting experience Develops our deployment and staffing models
Kelli Sheffer	Manager	30 years of law enforcement experience Area of focus on training and support services
Ryan Peterson	Consultant	GIS and data analytics specialist



Study Objectives and Plan

- ◆ Develop an understanding of unique law enforcement efforts in Fair Oaks Ranch.
- ◆ Comparing law enforcement services to best practices.
- ◆ Evaluating staffing to meet identified community needs.
- ◆ Evaluating future staffing needs in the context of growth and the City's development environment.
- ◆ The study will be fact-driven while incorporating opportunities for input and coordination.
- ◆ The study will take about 16 weeks.

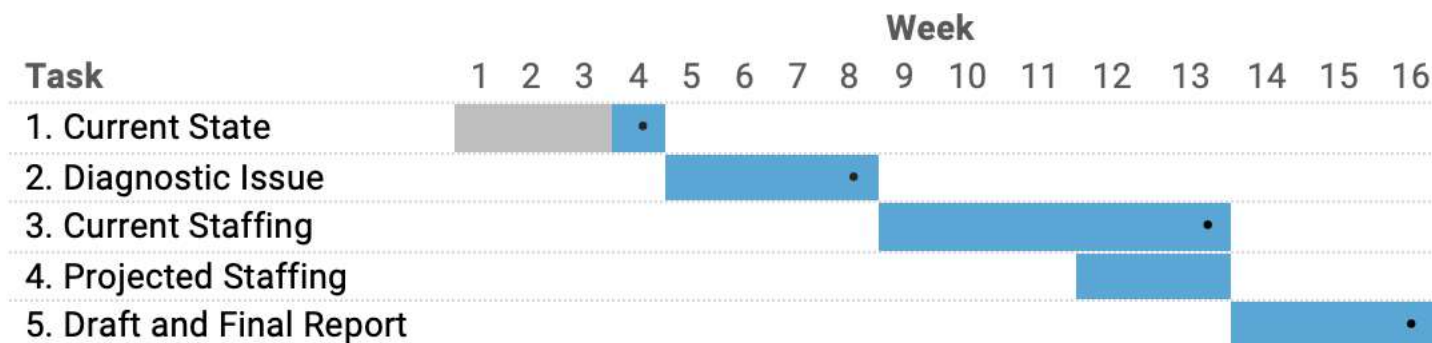


Plan for the Police Utilization Study

1. Current State	Project initiation, interviews and data collection.
2. Diagnostic Issues	How does Fair Oaks Ranch compare to best practices?
3. Current Staffing	Are resources sufficient? Are they proactive in meeting needs?
4. Projected Staffing	What are future resource needs and alternatives?
5. Final Report	Final report with recommendations and a plan of implementation.

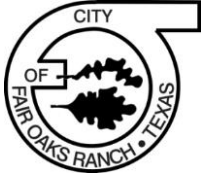


Schedule for the Study



Time on site for interviews





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

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Professional Service Agreement with Emergency Services Consulting International for a Fire and EMS Standards of Cover and Utilization Study

DATE: April 15, 2021

DEPARTMENT: Public Safety

PRESENTED BY: Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

\$50,000 was approved in the FY 2020-21 budget for a Standards of Cover and Utilization Study for Fire and Emergency Medical Services (EMS). A Request for Proposals was issued on January 8th, 2021 to competitively seek firms that provide these services. This study will give the City a comprehensive assessment of current and future needs, as well as assist with developing a long-term strategy for continuity of services.

Responses were received from three companies. An evaluation team met and selected Emergency Services Consulting International for the Fire and EMS Study.

The Fire and EMS Study will also provide recommendations for a method of determining current and future needs. Current demands for Fire and EMS will be reviewed including calls for service, day and time of calls, response times, and geographic distribution of incidents. The study will assess community risk and existing emergency service assets and infrastructure, as well as define baseline emergency response performance standards. The study will provide information on funding options and resources needed to obtain these services in the future, whether through a 3rd party or through the creation of a City Fire Department.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Meets Strategic Action Plan item 4.2 – Develop a Long-Term Strategy for Continuity of Fire Services
- Meets Strategic Action Plan item 4.3 – Develop a Long-Term Strategy for Continuity of Emergency Medical Services
- Meets procurement guidelines.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

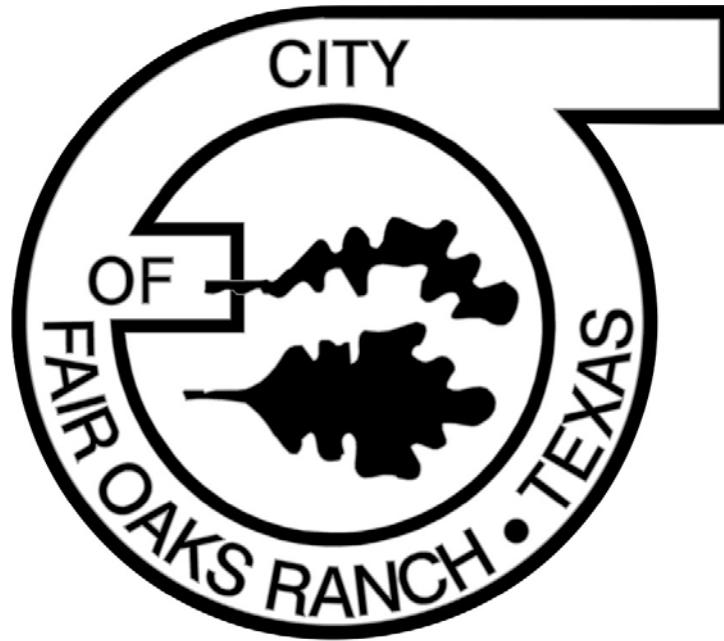
Funds were allocated in the FY2020/21 Budget in the amount of \$50,000 to accomplish these Strategic Action Plan items. This contract is under budget by \$40.00.

LEGAL ANALYSIS:

The City's standard Professional Service Agreement is being utilized for these projects.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a Professional Services Agreement for the Fire and EMS Study with Emergency Services Consulting International at a not to exceed cost of \$49,960.00.



City of Fair Oaks Ranch

REQUEST FOR PROPOSALS

STANDARDS OF COVER AND UTILIZATION STUDY

Consulting firms must submit one (1) original, five (5) copies and one (1) digital copy in PDF format labeled “Proposal for Standards of Cover and Utilization Study” to the City of Fair Oaks Ranch, Attention: Clayton Hoelscher 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015, no later than 2:00 P.M. on February 1st, 2021.

Background

The City of Fair Oaks Ranch is located on the edge of the beautiful Texas Hill Country, 27 miles northwest of downtown San Antonio, Texas. It is home to an estimated 9,700 people, and it continues to grow as more people are drawn out by the lure of country living. The city spans over three separate counties, Bexar, Kendall and Comal, two independent school districts, Boerne ISD, and Comal ISD and covers an area of 7,861 acres.

The City of Fair Oaks Ranch had its beginnings as a working ranch when several parcels of land were acquired by oil man Ralph Fair, Sr. during the 1930's. The ranch, which had a dairy and granary, was first a center for a racehorse operation. Later, Mr. Fair established a registered Hereford cattle operation. After the death of Mr. and Mrs. Fair, the remaining family decided to develop a 5,000-acre portion of the ranch as a residential community. In 1975, a homeowner's association was formed and in 1988 the City was incorporated as a Type A General Law Municipality. Today, Fair Oaks Ranch is a Home Rule Charter City and operates under a Council-Manager form of government. A Mayor and six Council Members are elected by the citizens, and the City Manager is appointed by the Council.

Traditionally, Fair Oaks Ranch serves as a popular retirement destination for many with its golf courses, walking trails and quiet hometown atmosphere. However, proximity to the Alamo City, with its vast retail, professional, and medical offerings, paired with a unique Hill County lifestyle, support a growing commuter population. San Antonio is also home to Joint Base San Antonio, the largest joint base in the U.S. Department of Defense which adds to the economy and diversity of the entire metro area. Camp Stanley and Camp Bullis make up the vast majority of the City of Fair Oaks Ranch's eastern border.

The City is home to two Elementary Schools and anticipates current growth trends will continue as younger families continue to move into the area. Boerne ISD is considered one of the fastest growing districts in the San Antonio region.

The City is currently seeking a consultant or consultant(s) to conduct a Standards of Cover and Utilization Study for Police, Fire and EMS Services. The City has its own Police Department (26 sworn officers) and contracts with third parties for Fire and EMS Services. The intention of this Request for Proposals is to hire one or multiple firms to conduct these studies. The final deliverables will be two studies: one solely for Police Services, and one for Fire and EMS Services.

Scope of Services

Police

The purpose of this study is to provide recommendations for an innovative and sustainable method of determining current and future police department staffing needs. Specifically, the City desires a performance review of the current delivery of all Police Department services, as well as recommendations to ensure service delivery meets current best practices and community expectations.

Departmental Objectives

- Reduce the crime rate (property, violent, narcotics, etc.)
- Improve traffic safety
- Provide training to ensure the department is highly qualified and positioned for sustainable success
- Develop data driven approaches to crime and traffic safety to enhance the efficient and effective delivery of police services
- Ensure response times are at industry standards or better for similar communities
- Remain one of the safest cities in Texas.

The Study will:

- Review current demands for law enforcement, including calls for service, day and time of calls, response times, investigative workload, staffing for special events and out of service impacts associated with intergovernmental transports (jail).
- Review Department resources and provide complete report of current resource utilization, i.e., what the Department is doing right, areas for improvement, and recommendations to ensure the Department is resourced in a manner that provides for a Safe Community.
- Provide recommendations on improvements to Department shifts, assignments, etc., which will maximize efficiency and effectiveness.
- Review current demands and utilization for 3rd party support staff to include dispatch, jail, and records.
- Review current demands for administrative staff.
- Review supervisory workloads and span of control and make recommendations for supervisor staffing within the Department.
- Review and describe best practices for police staffing and utilization in cities with populations between 10,000 and 15,000.
- Gather information on local community expectations regarding perceptions of safety, crime reduction strategies, and community safety.
- Recommend a methodology for the calculation of police staffing needs that can be updated and replicated by city and police department staff for short and long-term strategic planning resource budgeting.
- Provide recommendations regarding three, five, ten-year and buildout projections based on community and police department goals and performance indicators.

- Identify functions performed by the police department that could be performed more efficiently by other means and provide options to address.

Challenges

The department is undergoing transitions in a number of areas and the extent to which the department ignores, reacts to, or proactively manages the factors that are creating these transitions has the potential to shape its future.

- Leadership Transition: New Chief and Lieutenant
- Transition in community demographics
- Transition in size and scope of the department
- Transition in profile of criminals
- Transition in the type of policing performed
- Transition in the policing environment (public perception)

Addressing Challenges:

Need to focus attention on a number of areas, while building on current strengths that position the department for sustainable success.

- Service level expectations
- Strategic direction
- Organization
- Accountability
- Professional development & training
- Recruiting and retention
- Jurisdictional collaboration
- Technology
- Bias free policing
- Data-driven initiatives

Effectiveness & Efficiency

Identify areas to improve operation effectiveness and efficiency.

- Activity analysis
- Relationships between shifts/units, including rotation
- Promotional Requirements & Process
- Patrol Discipline
- Traffic Enforcement
- Canine
- Warrant Service
- Relationships with civilian staff
- Internal affairs
- Civilian volunteers

Fire and EMS

The purpose of this study is to develop standards of coverage and provide recommendations for an innovative and sustainable method of determining current and future fire and EMS staffing needs. Specifically, the City desires a performance review of the current delivery of Fire and EMS services, as well as recommendations to ensure service delivery meets current best practices and community expectations.

Objectives:

- Assess community Fire and EMS risk
- Assess existing emergency service assets and infrastructure (vertical and linear)
- Define baseline emergency response performance standards
- Determine apparatus and staffing patterns
- Evaluate workload and ideal unit utilization
- Develop service delivery performance measures
- Support strategic planning and policy development relative to resource procurement and allocation.

The Study will:

- Review current demands for Fire and EMS, including calls for service, day and time of calls, response times, and geographic distribution of incidents.
- Conduct a community risk assessment and critical task analysis for Fire and EMS incidents.
- Evaluate Fire and EMS resources, inclusive of stations, apparatus, water capacity, fire flow and resource distribution.
- Gather information on community expectations regarding fire safety, emergency medical services and code compliance life safety practices.
- Review and describe best practices for Fire and EMS staffing and utilization in cities with populations between 10,000 and 15,000.
- Determine and recommend coverage and resources needed in relationship to community risks and service delivery expectations.
- Review the current 3rd party service delivery model and provide recommendations regarding three, five, ten-year, and buildout projections based on community goals and performance indicators (service delivery expectations).
 - Review Fire and EMS 3rd party provider resources and provide complete report of current resource utilization, i.e., what the Department is doing right, areas for improvement, and recommendations to ensure the Department is resourced in a manner that provides for a Safe Community.

Challenges:

The City contracts for Fire and EMS services. The current Fire service contract expires on September 30, 2021 and the service provider has informed the City they will not seek a renewal. EMS services are also provided through a 3rd party contract. Demand for EMS services indicates slow response time and periods of no coverage within the City.

Addressing Challenges:

Need to focus attention on a number of areas, while building on current strengths that position the City for sustainable success.

- Establish service level expectations
- Develop options for funding Fire and EMS services
 - o General Fund
 - o Creation of an Emergency Service District (ESD)
 - o Strategic direction
- Identify service providers
 - o Contract with existing ESD
 - o Contract with another Fire Department in the area
 - o Create a FOR Fire Department
 - o Others

Submission of Questions

Any questions should be submitted in writing to:

Clayton Hoelscher, Procurement Manager

City of Fair Oaks Ranch

choelscher@fairoaksranchtx.org

Addendums to the RFP

The City of Fair Oaks Ranch shall not be held responsible for any oral instructions related to the project. Any official changes to this RFP will be in the form of a written addendum, which will be published on the City website at <http://tx-fairoaksranch2.civicplus.com/bids.aspx>

Withdrawal of RFP

The City reserves the right to withdraw the RFP at any point. At any time prior to the specified solicitation due time and date, a firm may withdraw their Proposals by submitting a written request stating the reason for withdrawal.

General Information:

- 1) The City of Fair Oaks Ranch reserves the right to reject any or all proposals to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.

- 2) The consultant will be an integral member of the Project Team, consisting of City staff, elected officials, and a potential citizen volunteer committee which will be involved in the process.

RFP Schedule

The dates and times listed below are estimated and are subject to change without notice.

1. **January 20, 2021**– Deadline for written questions 12:00 PM (CST).
2. **January 25, 2021** – Questions and Responses will be posted to the City of Fair Oaks Ranch website (<http://www.fairoaksranchtx.org/>) by the close of business day.
3. **February 1, 2021** – one (1) original, five (5) copies and one (1) digital copy in PDF format of the Proposals due no later than 2:00 PM (CST).
4. **February 2021** – Consultant Presentation and Interview with the selection committee (if necessary).
5. **February 2021** – Regular City Council Meeting to Approve Consultant Selection and Professional Services agreement which will include the Scope of Services.

Submission Instructions

Proposals should be delivered or sent to 7286 Dietz Elkhorn, Fair Oaks Ranch, Tx 78015. All proposals should be addressed to Clayton Hoelscher, Procurement Manager. The City of Fair Oaks Ranch will receive sealed proposals until 2:00 P.M Central Standard Time on February 1, 2021 and then proposal amounts will be publicly opened and read. Any proposals received after that time and date will be returned unopened to the bidder. Proposals should contain one (1) original, five (5) copies, and one (1) digital copy in PDF format.

Instructions to Proposers

The proposals should include the information below, and shall follow the format below. Firms may submit a proposal for the Police Department Study, the Fire and EMS Study, or both.

- **Cover Letter/Executive Summary (One (1) page maximum)**
- **Tab 1 - Project Team (Ten (10) pages maximum):**
 - o Resumes that describe the capabilities and experience of each team member, and include the team member's name, title, education, licenses, certifications, professional associations, and brief overview of professional experience
 - o Organizational chart identifying the key staff that will be assigned to this project, including subconsultants
 - o Provide a summary of not more than one page detailing the unique qualifications of each sub-consultant
- **Tab 2 - Team Relevant Experience (Six (6) pages maximum):**
 - o Include a summary of at least 3 projects within the last five years that are similar in nature
 - Identify the project owner, location, include contact name, title, current phone number, and e-mail address for each of the listed projects
 - Identify deliverable(s) provided to customer and what, if any changes, customers adopted
 - o Demonstrate record of performance, including completion schedule and quality of work product
- **Tab 3 - Project Approach (Ten (10) pages maximum):**

Describe your technical plan and timeline for accomplishing the scope of services, including at a minimum:

- o Submit a work plan for accomplishing the scope of services, including time estimates and identifying time needed for specific City personnel.
 - Include a timeline for completion
- o Include one or two samples of reports, correspondence, and other relevant information generated for other clients relevant to your proposal. This will not count towards the 10 page limit.
- o Detail how and when the following deliverables will occur:
 - Overview of current demand for services
 - Describing best practices for determining staffing and utilization in comparable Cities
 - Overview of community expectations for services
 - Staffing methodology that can be replicated, including recommendations for the next 5 – 10 years

- **Tab 4 – Price Proposal Form**

Include the total price to complete the project as described in the RFP. The price proposal should be filled out on the “Price Proposal Form” immediately following this Request for Proposal. Firms may submit for the Police Department Study, Fire and EMS Assessment Study, or both. The City reserves the right to award to no firms, or to one or multiple firms.

- **Certificate of Interested Parties (1295) Form** – A Certificate of Interested Parties Form must be submitted with the original proposal. The 1295 form and instructions for completion can be found at the following link: <https://www.ethics.state.tx.us/filinginfo/1295/>
- **Evidence of Insurability as detailed in Exhibit A – Standard Professional Service Agreement**

Evaluation Criteria

All proposals received will be reviewed, evaluated, and ranked according to a numerical scoring system based on the responses to the criteria listed below. The City may elect to interview firms. Proposals for each scope of service will be evaluated as follows:

Criteria	Maximum Points Available
Project Team, Key Personnel and Relevant Experience	40 Points
Project Approach	40 Points
Price	20 Points

Questions regarding the project can be submitted to Clayton Hoelscher, via email to choelscher@fairoaksranchtx.org. Questions will be accepted until 12:00 P.M. (CST) on January 20, 2021. Responses will be posted to the City of Fair Oaks Ranch website by the close of business on January 25, 2021.

Award and Negotiation

The City reserves the right to reject any or all Proposals. The highest ranked Respondent(s) may be invited to enter into Contract negotiations with the City of Fair Oaks Ranch. If an agreement cannot be reached with the highest ranked Respondent(s), the City shall notify the Respondent and terminate negotiations. The second highest Respondent may be contacted for negotiations. The process may continue until successful negotiations are achieved. The City reserves the right to terminate negotiations with any and all Respondents should it be in the City’s best interest.

Insurance

All respondents must submit, with the RFP, proof of insurance coverage as stipulated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm(s) only.

Anti-Collusion

In submitting an offer, Respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

No Prohibited Interest

Respondent acknowledges awareness of the state laws and applicable City Charter provisions regarding conflicts of interest and required disclosures. No officer, employee or agent of the City shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by the City's Charter, Code of Ordinances and/or Chapter 171 or 176 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

Non-Resident Bidders/No Israel Boycott

Texas Government Code, Chapter 2252, Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state. Texas Government Code, Chapter 2270 prohibits a governmental entity from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Equal Employment Opportunity

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

Anti-Lobbying Provision

During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their Proposal with any member of the City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's Proposal and disqualification from future consideration of similar RFP's.

Jurisdiction

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and payable in Kendall County, Texas. The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Kendall County, Texas.

Conflict of Interest

A statement indicating the respondent has no conflict of interest with the City, including any past or present employees or past or present elected officials of the City, must be submitted with the statement of qualifications. Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

Confidential Information

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be confidential under Texas Law, or pursuant to a Court order.

Price Proposal Form

Please include the total price for each scope of service. Firms may submit proposals for one or both studies. Each price shall be for a not to exceed amount and shall include reimbursable expenses. The City reserves the right to negotiate proposed amounts with the selected firm(s).

1. Police Department Standards of Cover and Utilization Study

\$ _____

2. Fire and EMS Standards of Cover and Utilization Study

\$ _____

The individual signing this certifies that he/she is a legal agent of the Company, authorized to submit on behalf of the Company, and is legally responsible for the decisions as to the supporting documentation provided.

Company Name: _____

Authorized Representative: _____

Signature: _____

Printed name: _____

Title: _____

Date: _____

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 Emergency Services Consulting International ("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 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, AICP

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: Andrea Hobi

Title: Business Manager

PROFESSIONAL

Emergency Services Consulting International
Attn: Andrea D. Hobi
25030 SW Parkway Avenue, Suite 330
Wilsonville, OR 97070

EXHIBIT A SCOPE OF SERVICES

Tab 3—Project Approach

Methodology

ESCI's methodology reflects our understanding of your expectations and our experience in working with public safety organizations in communities of similar size and character throughout North America. Key elements of ESCI's methodology include:

- A clear understanding of the project background, goals and objectives, and the complex issues that must be addressed.
- A comprehensive, well designed, and practical scope of work (SOW) and work plan that provides opportunities for ample stakeholder input.
- The utilization of the latest web-based communications technology, computer modeling, and geographic information systems (GIS).
- The commitment of adequate professional resources, and an ability to complete the project successfully by meeting or exceeding the outlined scope of work and deliverables within the desired period at a reasonable cost.
- The production of a written report that provides systematic observation, analysis, and recommendations for all components and organizational systems.

Use of Technology

ESCI's project methodology is augmented by the utilization of web-based communication technology. We will utilize the Dropbox® application to create a secure online project site that enables the client and project team members to collaborate and communicate throughout nearly every phase of the project. SurveyMonkey will be utilized to build, administer, and analyze any survey components, if necessary.

ESCI can also conduct virtual meetings via web conferencing software. This capability allows the project team to display and review documents, maps, and illustrations in real-time, and provides the client with the opportunity to give immediate feedback to the project team. In addition to creating a more efficient work environment, the client benefits from lower travel costs by eliminating on-site reviews of draft documents.

Fire Department Challenges

The City contracts for Fire and EMS services. The current Fire service contract expires on September 30, 2021 and the service provider has informed the City they will not seek a renewal. EMS services are also provided through a 3rd party contract. Demand for EMS services indicates slow response time and periods of no coverage within the City.



Project Understanding: Fire & EMS Community Risk Assessment/SOC

ESCI understands that the City of Fair Oaks Ranch is also seeking a study to develop a standards of coverage and provide recommendations for an innovative and sustainable method of determining current and future fire and EMS staffing needs. Therefore, the City desires a performance review of the current delivery of Fire and EMS services, as well as recommendations to ensure service delivery meets current best practices and community expectations.

The following phases and tasks will be completed to produce the final report and recommendations. This methodology has been developed specifically for this project based on our understanding of your expectations. ESCI will utilize approaches, tools, and techniques proven through experience to provide the kind and quality of information needed to make objective, informed decisions.

Work Plan: Fire & EMS Community Risk Assessment/SOC

Phase I: Project Initiation

Task 1-A: Project Initiation & Development of Work Plan

ESCI will develop a project work plan based on the scope of work and converse with the community's project team to gain a comprehensive understanding of the organization's background, goals, and expectations for this project. This work plan will be developed, identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Time table for each task
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This exchange will also help to establish working relationships, make logistical arrangements, determine appropriate lines of communication, and finalize contractual arrangements.

Task 1-B: Acquisition & Review of Background Information

ESCI will request pertinent information and data from the community's assigned liaison. This data will be used extensively in the analysis and development of the CRA/SOC document. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current fire department studies or research
- Community Comprehensive Plan documents, including current and future land use information
- Local census and demographics data
- Zoning maps and zoning code
- Department Standard Operating Guidelines (SOGs) and service delivery practices

- Current service delivery objectives and targets
- Facilities and apparatus inventories
- Automatic and mutual aid agreements
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data in computer export format for to the past 5 years
- Computer-Aided Dispatch (CAD) incident records in computer export format for the past 5 years
- Local Geographic Information Systems (GIS) data, where available
- Target Hazard inventory

Phase II: Standards of Cover Development

ESCI will conduct an organizational analysis of the department based on the elements included in the following objectives. The purpose of this evaluation is to assess the agency's operations in comparison to industry standards and best practices, as well as to create benchmarks against which to compare future improvement.

Task 2-A: Description of Community Served (Component A)

An overview of the organization and community will be developed evaluating:

- Service area general population and demographics
- History, formation, and general description of the fire agency
- Governance and lines of authority
- Organizational design
- Operating budget, funding, fees, taxation, and financial resources
- Description of the current service delivery infrastructure

Task 2-B: Review of Services Provided (Component B)

The services currently provided by the department will be evaluated. Areas to be considered include:

- Review of emergency response services by type
- Review and evaluate operational staffing levels, distribution, and assignment
- Review staff allocation to various emergency functions
- Review staff scheduling methodology

Task 2-C: Capital Facilities & Equipment, as applicable

During this component, a review of current major capital assets (facilities and apparatus) will be completed relative to the existing condition of capital assets and their viability for continued use in future service delivery. This evaluation will include:

Facilities: Tour and make observations in areas related to station efficiency and functionality. Items to be contained in the report include:

- Design
- Construction
- Safety
- Environmental issues
- Code compliance
- Staff facilities
- Efficiency
- Future viability

Apparatus/Vehicles: Review and make recommendations regarding the inventory of apparatus and equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment

Task 2-D: Review of Community & Agency Expectations and Performance Goals (Component C)

ESCI will examine and document the levels of service historically provided to the community. Within this analysis, the service area will be evaluated based on population density and fire management zones that will be used in the development of future performance objectives.

Task 2-E: Community Risk Assessment

ESCI will analyze community risks, growth projections, and land uses and interpret their impact on emergency service planning and delivery. Land use, zoning classifications, parcel data, ISO fire flow data, economic value, building footprint densities, occupancy data, and demographic information may be used, along with specific target hazard information, to analyze and classify community fire protection risk by geography and type. ESCI will use local planning/zoning data combined with available Geographic Information System (GIS) data to evaluate the physical risks of the community to include:

- Overall geospatial characteristics, including political and growth boundaries, construction, and infrastructure limitations
- Topography, including response barriers, elevation extremes, and open space/interface areas
- Transportation networks, including roads, rail lines, airports, and waterways
- Evaluation of physical assets protected

An interpretation of available census and community development data will be provided, indicating:

- Population history
- Census-based population and demographic information
- Community planning-based population information
- Transient population and demographic information (to the extent data is available)
- Population density
- Community land use regulations
- Occupancy types by land use designation
- Hazardous substances and processes
- Non-structural risk categorization

ESCI will evaluate the current workload of the department and relate that analysis to the previously described community risk:

- Service Demand study that will analyze and geographically display current service demand by incident type and temporal variation

An analysis will be completed, and a matrix will be developed for the community's common and predictable risk types identifying staffing and resource needs. The matrix shall be developed with consideration to:

- Risk-specific staffing levels to meet the critical tasking analysis for the identified risks
- Apparatus assignments to accommodate the anticipated fire flows and other critical functions of the identified risks
- Time standards that will provide for effective initiation of critical tasks and functions
- Summary of currently available resources in a matrix format

Task 2-F: Review of Historical System Performance

Review and make observations in areas specifically involved in, or affecting, service levels and performance. Areas to be reviewed shall include, but not necessarily be limited to:

- **Resource Distribution Study**
 - Overview of the current facility and apparatus deployment strategy, analyzed through Geographic Information Systems software, with identification of service gaps and redundancies in initial unit arrival
- **Resource Concentration Study**
 - Analysis of response time capability to achieve full effective response force
 - Analysis of company and staff distribution as related to effective response force assembly
- **Response Reliability Study**
 - Analysis of current workload, including unit hour utilization of individual companies (to the extent data is complete)
 - Review of actual or estimated failure rates of individual companies (to the extent data is complete)
 - Analysis of call concurrency and impact on effective response force assembly (resource drawdown)
 - Analysis of call concurrency and impact on resource exhaustion
- **Historical Performance Summary**
 - Analysis of actual system reflex time performance, analyzed by individual components
- **Mutual and Automatic Aid Systems**

ESCI will also review and consider any current or draft performance goals, objectives, and measures in place by the agency to determine recommended levels of service.



Phase III: Establishment of Performance Objectives

Task 3-A: Performance Objectives and Measures (Component F)

The establishment of fire and EMS response time standards and targets is a process that is undertaken by the local jurisdiction, based on their assessment of community risk, citizen expectations, and the agency's capabilities. As consultants, ESCI's role is not to set response standards for the community, but rather assist the agency with data analysis and comparison to industry standards in developing service delivery goals.

ESCI will identify the current level of emergency services provided by the department and compare the department's performance against industry standards and best practices, such as the standards described by the Insurance Services Office (ISO), National Fire Protection Association (NFPA), Center for Public Safety Excellence (CPSE), and locally adopted performance objectives.

A review and discussion of existing response performance goals, if in place, will be provided matching the nature and type of risks identified in the previous report sections. The performance goals shall be discussed with consideration to:

- **Resource Distribution:** Initial attack (first due) resources for risk-specific intervention
- **Resource Concentration:** Effective response force assembly (apparatus and personnel), of the initial resources necessary to stop the escalation of the emergency for each risk type

Task 3-B: Overview of Compliance Methodology (Component G)

ESCI will work with the department's management team to develop a methodology that will allow the department to measure future performance continually. This methodology will include, but not necessarily be limited to:

- Records Management Systems (RMS) usage policies
- Assignment of oversight responsibilities
- Schedule of assessments
- Review requirements

Phase IV: Predictive Analysis and Future Development and Service Delivery Triggers and Associated Alternative Deployment Strategies

Task 4-A: Pre-validation analysis

This deliverable will consist of an analysis of all data provided by the department, with an assessment of its overall suitability for the following analyses, identification of any errors or inconsistencies, suggestions for data process improvements as needed and plans for workarounds or adjustments to facilitate the following analyses, if necessary. **It is essential that comprehensive and accurate data is supplied to the consultant in a timely manner in order to complete this study.**

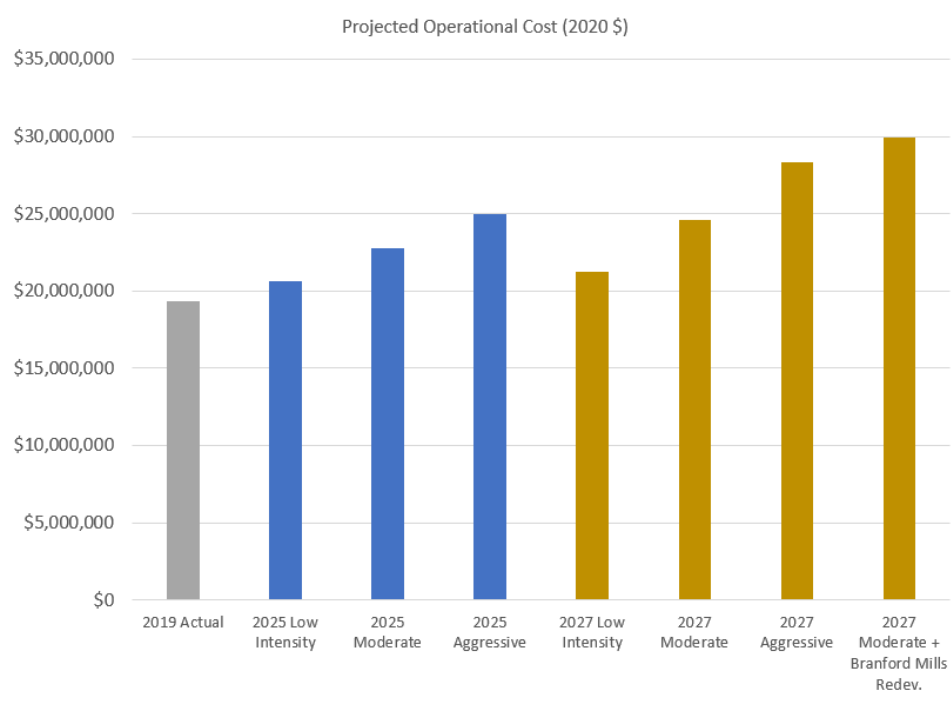
Task 4-B: Future incident demand scenario generation, analysis, and documentation

this project deliverable will consist of alternate scenarios for the department's future incident demand, based upon background growth models and likely development scenarios identified by the City's planning staff. Alternate scenarios will include high, medium, and low growth assumptions, as well as alternative models of full and partial buildout of proposed new development. Such scenarios will be developed in close consultation with City planning staff, and background growth models will be validated against historical data using holdout datasets, and predictive efficacy metrics reported. These alternate growth scenarios are a rich source of data and visualizations useful for communicating the nature of growth to stakeholders. They will also enable the City to evaluate service impact and the need for deployment model changes across a range of possible future scenarios. Demand scenario generation will be performed using the Code3 Visionary tool described above. This deliverable will also include the development of street network models compatible with each growth scenario.

Task 4-C: Analysis of operational impacts

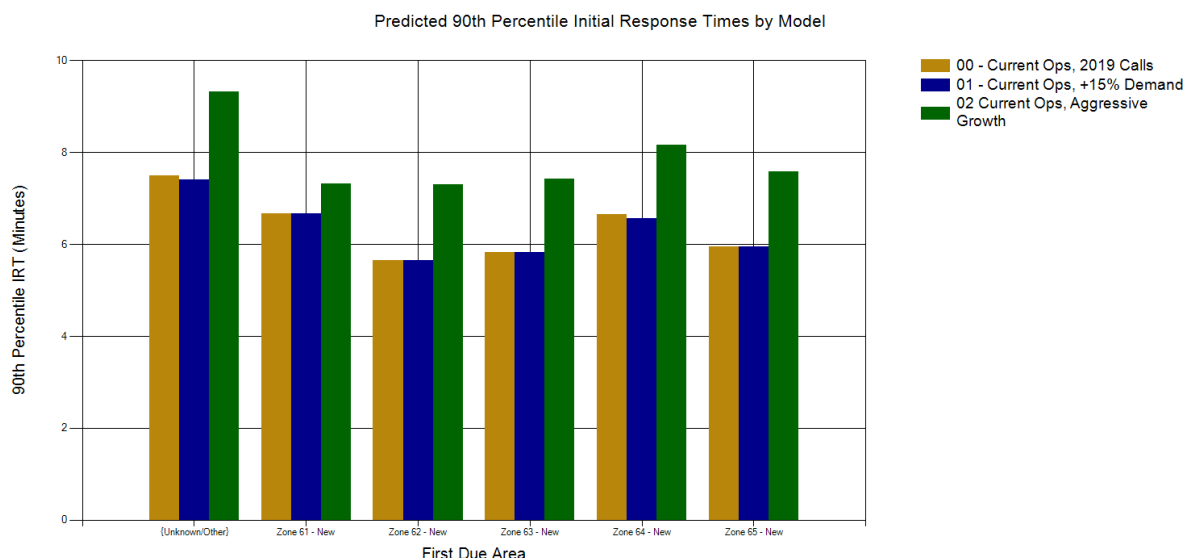
This phase of the project will deliver an assessment of the impact of the service demand scenarios developed in the preceding task. These assessments can include (a) impact on key performance benchmarks; (b) impact on workload and distribution metrics such as unit-hour utilization, reliability, concurrency, and "missed calls;" and (c), if requisite cost information is available, impact on service delivery cost. The next figure shows a hypothetical cost impact analysis for low, medium, and high-intensity scenarios at two different buildout points, with an additional potential development at the later point, compared to the past year's data.

Hypothetical Cost Impact Analysis



The following figure shows another hypothetical example of the predicted impact of moderate and aggressive growth scenarios, assuming current resource deployments, on an example accreditation response time metric.

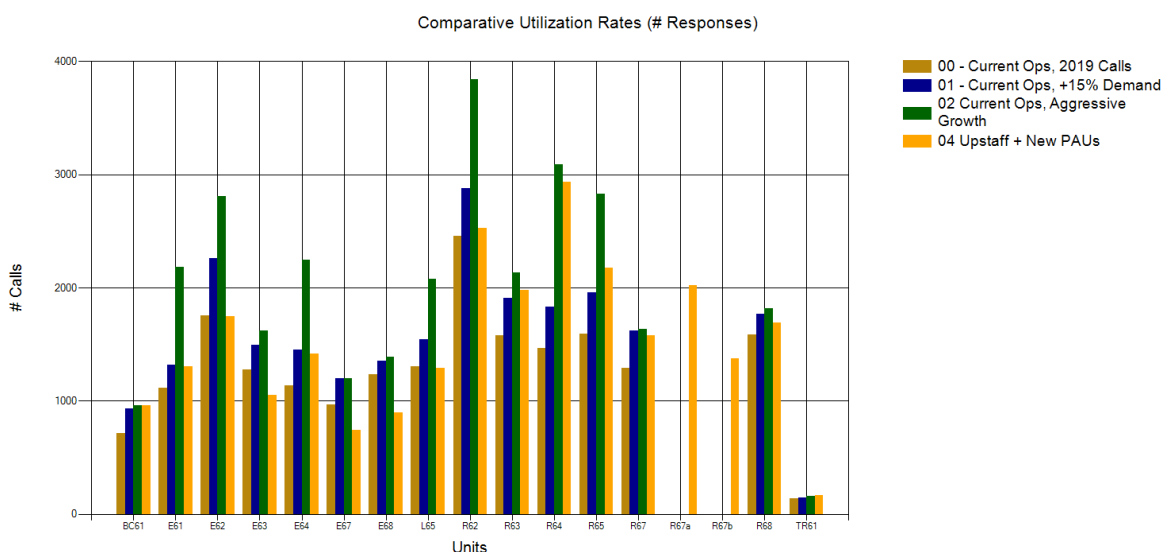
Hypothetical Performance Impact Analysis



Task 4-D: Evaluation of alternate deployment strategies

This phase of the project will analyze and assess up to 12 alternate deployment strategies jointly developed by City staff and project consultants. These strategies may include alternate station locations, redeployment of apparatus and staff, scheduling options (if desired), and dispatching methods. They will account for the alternate growth scenarios detailed above, as well as associated changes in street networks. Development of models will be performed iteratively: City staff and consultants will identify an initial set of models, obtain simulated results and refine and/or add models over several cycles to identify optimal solutions. Each model will provide predicted values for a range of metrics identified in advance by department command staff (typically including CFAI/NFPA/ISO performance metrics, unit utilization, reliability, and others). These metrics will be presented numerically, graphically, and in map format. A key element of this deliverable will be evaluating “trigger points” (based upon alternate growth assumptions) for implementing deployment, staffing, and other operational changes. The next figure provides a hypothetical example of a workload analysis for the simple growth scenarios given in the previous figure, with an additional deployment model (bright yellow) featuring two new peak activity units to relieve potential over-utilization in the aggressive growth case.

Hypothetical Effects of Alternate Deployment



Task 4-E: Digital archive

Project consultants will provide a complete digital archive of all data imported and generated for this project, along with sufficient documentation to recreate or audit the analyses delivered as described above.

OPTIONAL self-sufficiency for future analyses: At the City of Fair Oaks Ranch's option, the project team will provide complete licenses, installation, training, and support for the Code3 Visionary and Code3 Strategist software tools at the conclusion of the product, including all datasets and models developed for the product. This will enable staff to update the analyses delivered under this project self-sufficiently in the future as conditions and development plans evolve. It will also enable the City to perform ongoing analysis of its operations and potentially speed, simplify and improve the transparency of complex accreditation calculations. This option will include 24 hours of interactive training for up to six staff members, aimed at providing technician-level expertise in predictive modeling. It will also include 12 months of standard product maintenance and support according to the terms and conditions of the standard product maintenance and support agreement. If the City elects this option within six months of study completion, a discount of 12.0% will apply to the cost of software licenses and first-year support and maintenance.

Phase V: Cooperative Service Options and Optimization

ESCI will use the completed baseline assessment of each agency to identify opportunities and feasibility for cooperative efforts. The project team will identify areas of duplication that can be reduced through consolidation efforts, as well as potential service improvements that can be accomplished. Experience has shown that this frequently becomes the overriding influence for public fire service consolidation efforts.

Items in this section of the report include but are not limited to the areas listed below. The detailed information provides department heads and elected officials with the information necessary to make important decisions regarding emergency services consolidation. Included are:

Task 5-A: General Partnering Strategies

The various partnering strategies are described, beginning with a do-nothing approach and ending with complete consolidation of the agencies into a new emergency service provider. The following alternatives will be evaluated and discussed:

- Complete autonomy
- Advanced auto aid systems
- Functional consolidation
- Operational consolidation
- Legal unification or merger

Task 5-B: Options for Shared Services

The study takes into account the many shared issues that face each agency and how such matters affect the effort to construct a regional model for efficient service. These issues are identified and analyzed. Within each presented option for shared services, ESCI will evaluate and discuss the following:

- Level of cooperation
- An estimated timeline for completion
- Affected section, i.e., Administration, Operations, Support Services
- Affected stakeholders
- Objective of strategy
- Summary of strategy
- Guidance
- Fiscal considerations
- Social considerations
- Policy actions

Task 5-C: Fiscal Analysis

ESCI uses computer-driven model budgets for each agency to allow a comparative examination of the actual public costs and as a tool for analyzing the financial effects of any type of consolidation. Budget modeling is also used to measure the effects of the proposed change(s). Funding mechanisms are identified and financial outcomes are provided for each consolidation strategy offered.

- Review and analyze department budgets and revenues
- Review separate budgets
- Develop projected consolidated budget extending to a minimum of five years
- Identify financial issues of consolidation
- Identify areas of short and long-term savings and costs

A fiscal analysis is an important component of the emergency services evaluation. The long-term survival of an emergency services system requires that the system be adequately funded. ESCI determines the fiscal state of each agency and develops recommendations for improving the financial resources available for emergency services. All recommendations are consistent with the municipalities' financial capability to provide adequate, cost-effective services to citizens. In addition, budgeting practices are thoroughly examined, and alternate methodologies may be suggested.

In addition to the fiscal state evaluation of each agency, ESCI will present an evaluation of various funding alternatives to assist the region in the sharing of the cost of providing any consolidated or merged emergency services. Presented alternatives will include, but not necessarily be limited to, the following:

- Funding based on:
 - Redirected funds
 - Charitable foundations
 - Mill levy
- Cost allocation based on:
 - Area
 - Assessed value
 - Deployment
 - Service demand
 - Fixed rate
 - Population
 - Multiple variables



Task 5-D: Findings, Recommendations, and Plan of Implementation

Any cooperative venture among the agencies presents the organizational leaders with a series of challenges. Successful implementation of this proposal will require that significant matters be addressed regardless of which form of consolidation is chosen. Those issues will be identified here.

- **Findings**
 - Feasibility of each option will be presented
- **Preferred Option**
 - The preferred option or options will be presented and discussed at length
- **Policy Action**
 - Necessary policy action by the elected bodies will be described
- **Timelines**
 - The recommendations outlined in this section provide general completion timelines offered to guide the agencies in developing a more detailed listing during the formal planning process
- **Process Issues**
 - Strategic planning, legal considerations, management and governance, funding, and other issues will be provided in detail

Phase VI: Development, Review, and Delivery of Standards of Cover Report

Task 6-A: Overall Evaluation, Conclusions, and Recommendations to Policymakers (Component H)

ESCI will develop and analyze various operational models for providing emergency services with the specific intent of identifying those options that can deliver the optimum levels of service identified in the previous task at the most efficient cost. Recommendations will be provided, identifying the best long-range strategy for service delivery and the impact of initiating such a strategy.

ESCI will develop one or more long-range options for resource deployment that will improve the region's level of service towards the identified performance objectives and targets. This may include, but is not necessarily limited to, specific recommendations regarding:

- Any relocation of existing facilities
- General locations of future necessary fire stations
- Selection and deployment of apparatus by type
- Deployment of operations personnel
- Deployment special units or resources

ESCI will evaluate and present in graphical and descriptive format for the deployment option(s):

- Degree of benefit to be gained through its implementation
- The extent to which it achieves established performance targets
- Potential negative consequences

Task 6-B: Develop and Review Draft Project Report

ESCI will develop and produce an electronic draft version of the written report for review by the client and client representatives. Client feedback is a critical part of this project, and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. A review of the draft will be performed through web-based video conferencing. The report will include:

- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations highlighted for easy reference and cataloged as necessary in a report appendix
- Supportive charts, graphs, and diagrams, where appropriate
- Supportive maps, utilizing GIS analysis, as necessary
- Appendices, exhibits, and attachments, as necessary

Task 6-C: Delivery of Final Standards of Cover Document

ESCI will complete any necessary revisions of the draft and produce five publication-quality bound, final versions of the written report. The final report will include an executive summary describing the nature of the report, the methods of analysis, the primary findings, and critical recommendations.

Task 6-D: Presentation to Elected Body

If the client desires, a formal presentation of the project report will be made by ESCI project team member(s) to staff, elected officials, and/or the general public and will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed

All presentation materials, files, graphics, and written material will be provided to the client at the conclusion of the presentation(s).

Project Timeline & Key Deliverables

Fire & EMS Community Risk Assessment/SOC

Months	1	2	3	4	5	6
Phase I						
Phase II						
Phase III						
Phase IV						
Phase V						
Phase VI						

Key Deliverables

Overview of Community Expectations for Services (Phase II)	Month 3
Overview of Current Demand for Services (Phase II)	Month 4
Best Practices to Determine Staffing & Utilization (Phase III)	Month 4
Cooperative Service Options and Optimization (Phase V)	Month 5

Tab 4–Cost Proposal

Emergency Services Consulting International is pleased to present the following formal cost proposal for the project outlined in the Scope of Work. The fee ESCI is proposing to perform this study is inclusive of expenses as follows:

Fire Department Study

\$ 49,960*

- Monthly invoicing as work progresses.

Information Relative to Cost Quotation

- Bid quotation is valid for 90 days.
- ESCI Federal Employer Identification Number: 23-2826074.
- When requested, and in a timely manner, the client will provide data, information, and materials required for the completion of the objectives outlined in the Scope of Work submitted in this proposal.
- ESCI shall perform any additional work on a time and materials basis as requested in writing by the client at a negotiated hourly rate.



EXHIBIT B
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **3/10/2021**
Item #11.

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 WHA Insurance Agency Inc 2930 Chad Drive Eugene OR 97408		CONTACT NAME: Jennifer Myers PHONE (A/C, No, Ext): 800-852-6140 E-MAIL ADDRESS: jmyers@whainsurance.com		FAX (A/C, No): 541-342-3786
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Lloyd s of London		
INSURED Emergency Services Consulting International Inc Fields Consulting Group Inc 25030 SW Parkway Ave, Ste 330 Wilsonville OR 97070		22934	INSURER B : At Bay	
			INSURER C :	
			INSURER D :	
			INSURER E :	
			INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1089651925** **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 ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	PSJ0024766460	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liab \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	PSJ0024766460	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber Liability			660525001	10/9/2020	10/9/2021	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Fair Oaks Ranch, Texas and its employees, and agents are additional insured's for liability arising out of the named insured's negligence per written contract based on the Additional Insured language in the attached coverage form.

CERTIFICATE HOLDER City of Fair Oaks Ranch, Texas 7286 Dietz Elkhorn Fair Oakes 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
--	--



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2786073

DATE (MM/DD/YYYY) 3/11/2021
Item #11.

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 Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 888-828-8365	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED EMERGENCY SERVICES CONSULTING INTERNATIONAL INC. 25030 SW PARKWAY AVE STE 330 WILSONVILLE, OR 97070-9609	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Indemnity Insurance Co. of North America		43575
	INSURER B:		
	INSURER C:		
	INSURER D:		
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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	C68803354	10/1/2020	10/1/2021	X 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Fire Standards of Cover and Utilization Study

CERTIFICATE HOLDER**CANCELLATION**

CITY OF FAIR OAKS RANCH, TEXAS
CLAYTON HOELSCHER
7286 DIETZ ELKHORN
FAIR OAKS RANCH, TX 78015

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



City of Fair Oaks Ranch Texas

Fire Standards of Cover & Utilization Study

THE ESCI APPROACH

- Sheldon Gilbert, Project Oversight
- Mike Montgomery, Senior Associate
- Bryan Dunaway, GIS and Mapping Specialist
- Randall Parr, Financial Specialist
- Andrea Hobi, Business Manager
- Melissa Vazquez Swank, QA Specialist
- Doug Bailey, Levrum



Project Team



Sheldon Gilbert



Mike Montgomery



Bryan Dunaway



Randall Parr



Andrea Hobi



Melissa Vazquez Swank

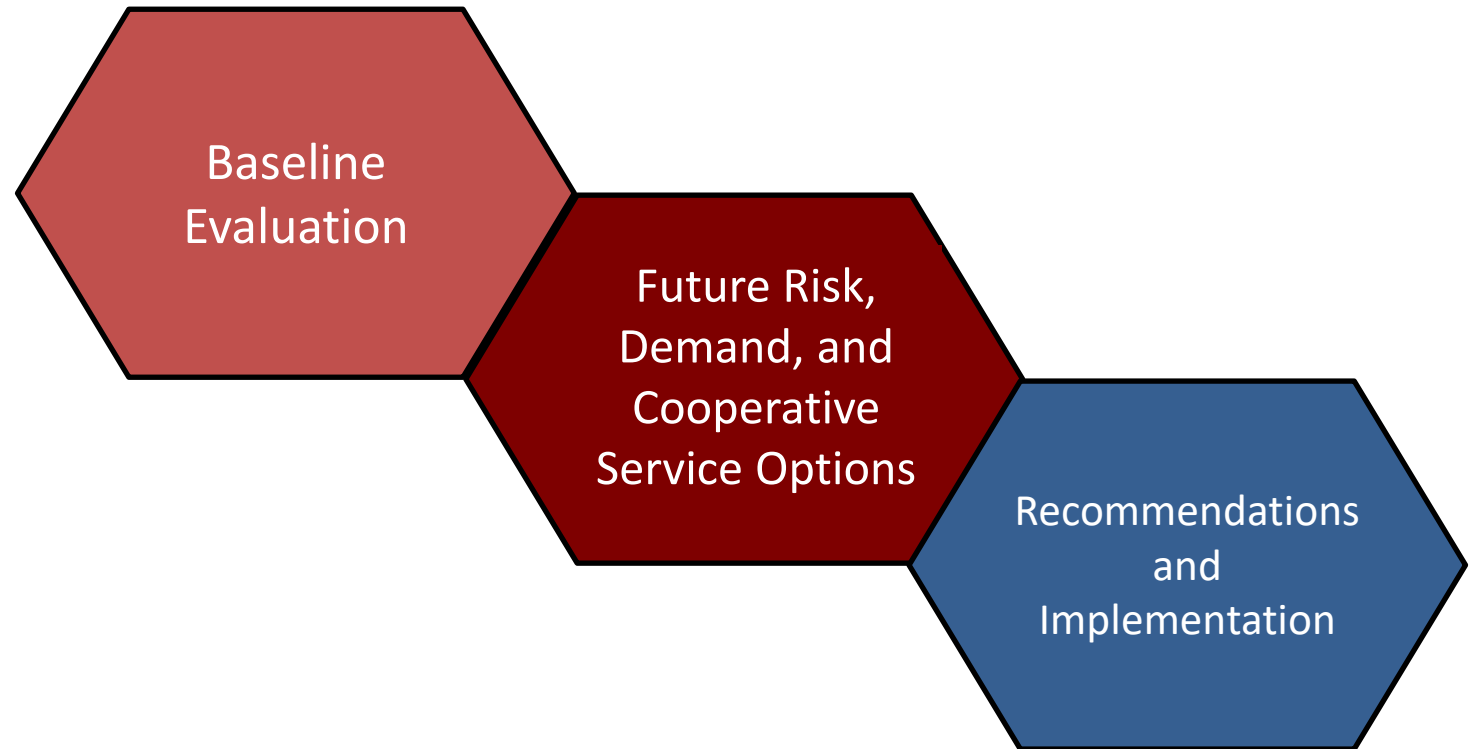


Doug Bailey



Three Basic Questions of a Standards of Cover and Utilization Study

1. Where are we now?
2. Where do we need to be?
3. How do we get there?



ESCI's Approach

- ESCI will approach this project *objectively* and without preconceptions to develop a unique, comprehensive analysis and individualized report.
- Based upon your feedback and concerns, ESCI will tailor our approach to ensure we meet your needs.
- A project work plan will be developed and approved by the project oversight team prior to project initiation.
- The Project Manager coordinates all the tasks and assignments, ensures consistency and timeliness, and compiles all the results produced by the team.
- ESCI team members will be on-site/virtual for initial system evaluation and data gathering and as needed for stakeholder input, meetings, final presentations, and report roll-out.
- ESCI will conduct regular GoToMeeting sessions with the Fair Oaks Ranch Project Team to ensure work plan progress remains aligned with the objectives.

ESCI's Study Elements

- Phase I: Project Initiation
- Phase II: Standards of Cover Development
- Phase III: Establishment of Performance Objectives
- Phase IV: Predictive Analysis and Service Delivery Triggers
- Phase V: Cooperative Service Options and Optimization
- Phase VI: Development, Review, and Delivery of Report

Project Timeline and Key Deliverables

Fire & EMS Community Risk Assessment/SOC

Months	1	2	3	4	5	6
Phase I						
Phase II						
Phase III						
Phase IV						
Phase V						
Phase VI						

Key Deliverables

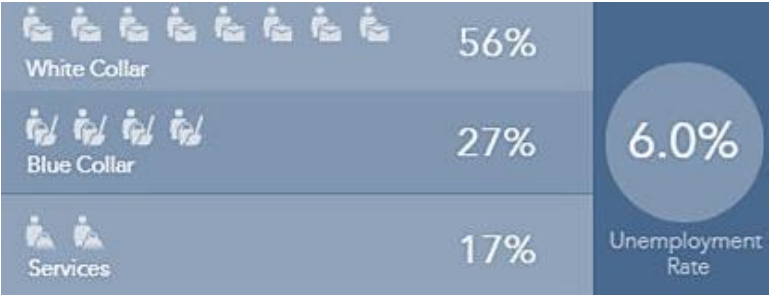
Overview of Community Expectations for Services (Phase II)	Month 3
Overview of Current Demand for Services (Phase II)	Month 4
Best Practices to Determine Staffing & Utilization (Phase III)	Month 4
Cooperative Service Options and Optimization (Phase V)	Month 5

Benchmarks & National Standards

After developing a comprehensive system analysis, ESCI will conduct an analysis utilizing an assortment of benchmarks, key performance indicators (KPI), standards and best practices for a comparative analysis...



Community Risk Assessment



6,423

Total Businesses



64,213

Total Employees

Hazard Probability and Severity

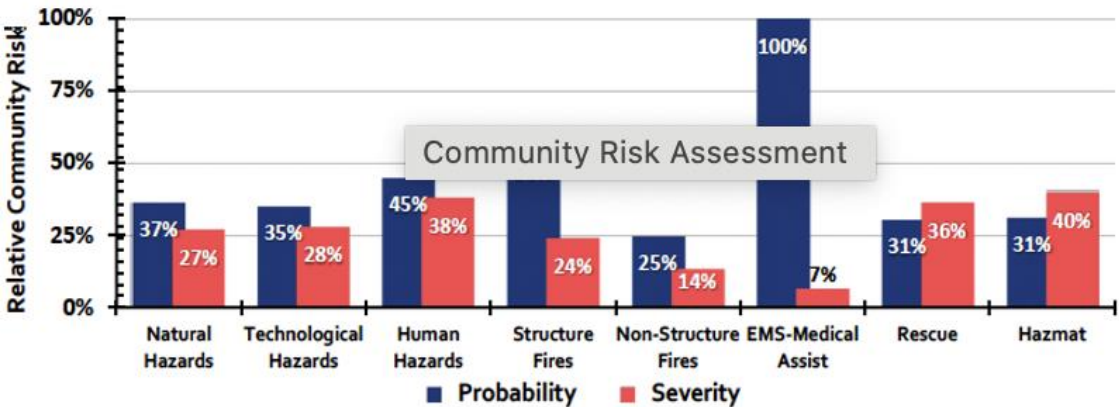
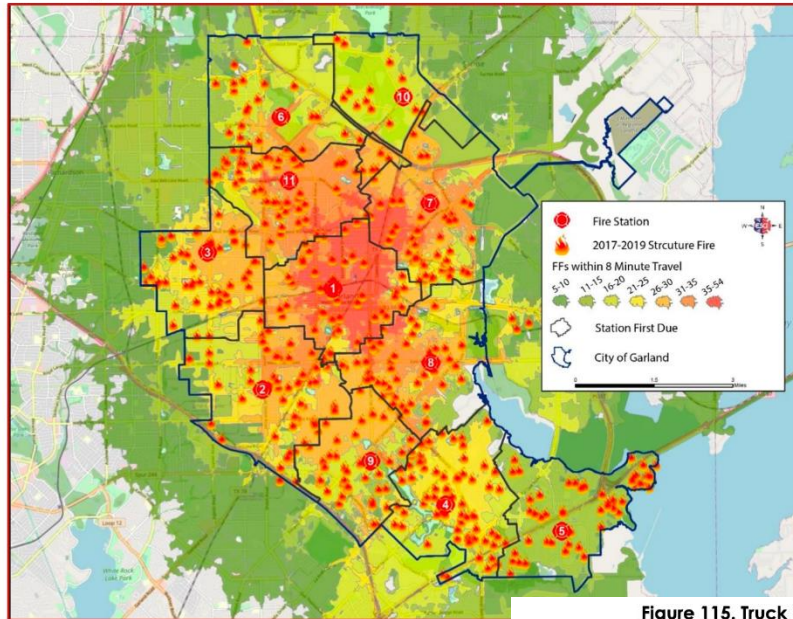
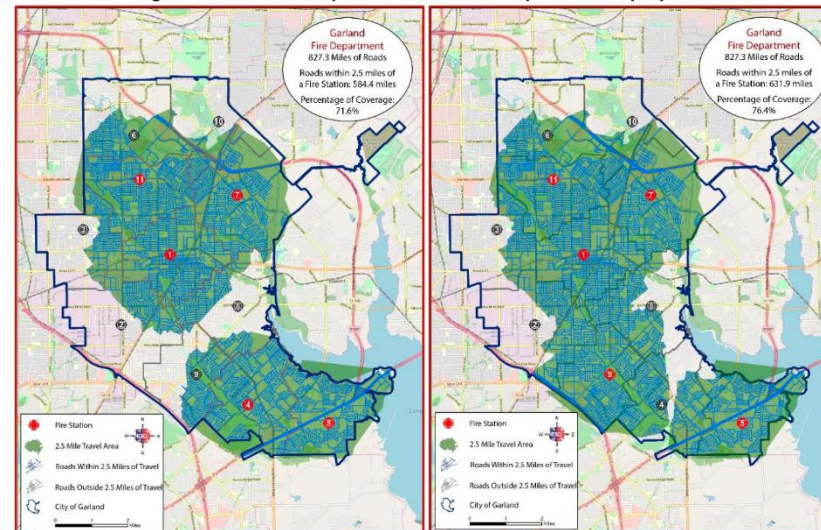


Figure 90. Effective Response Force with 2017–2019 Structure Fire Locations



- Concentration
- Distribution
- Reliability
- Unit Hour Utilization
- First Due
- ERF
- KPI and Standards Analysis, e.g., NFPA 1710, ISO, CPSE

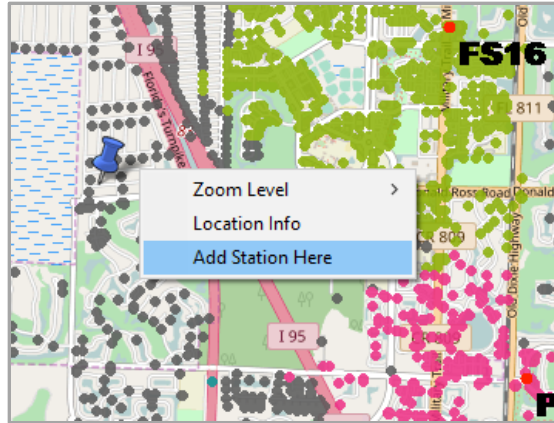
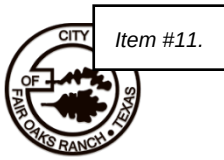
Figure 115. Truck Companies: Current and Optimized Deployment



Future System Demand

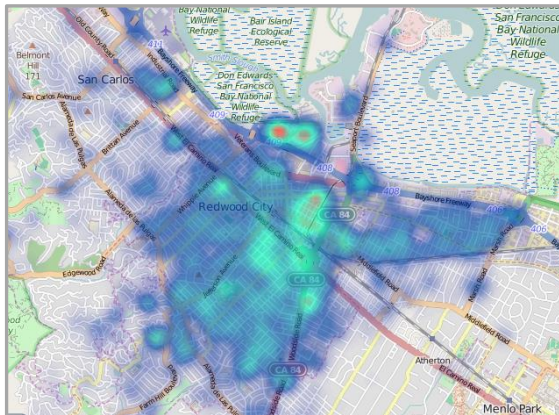
<https://www.levrum.com>

LEVNUM
DATA TECHNOLOGIES



CODE 3 STRATEGIST

Interactive “what-if” analysis of deployment strategy: Station locations, apparatus placement, staffing, scheduling, peak units, dispatch policy, autoaid, street network changes, etc., with predicted impact on all operational metrics.



CODE 3 VISIONARY

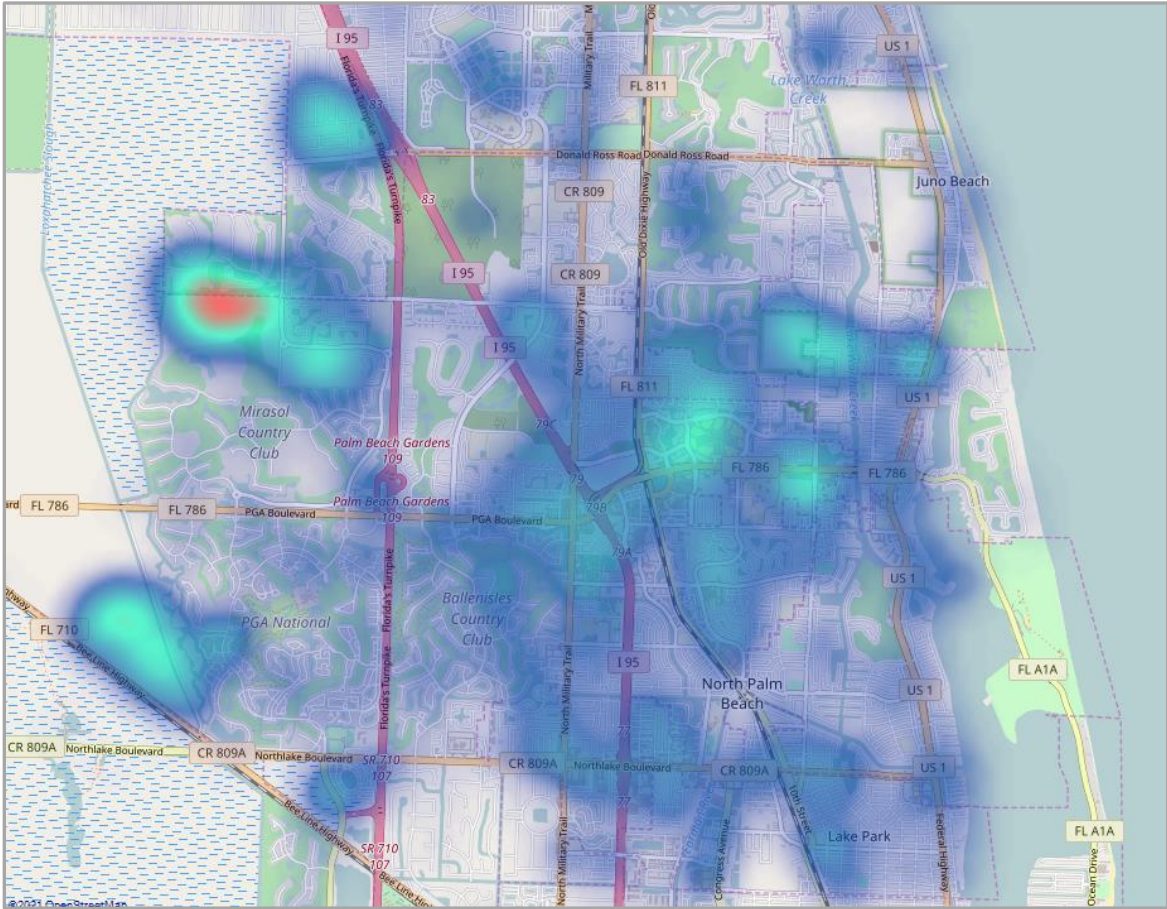
Detailed demand forecasting based on analysis of historical trends and anticipated specific developments. Provides estimated operational cost impacts, as well as sample datasets for operational resiliency analysis and deployment planning for future growth.

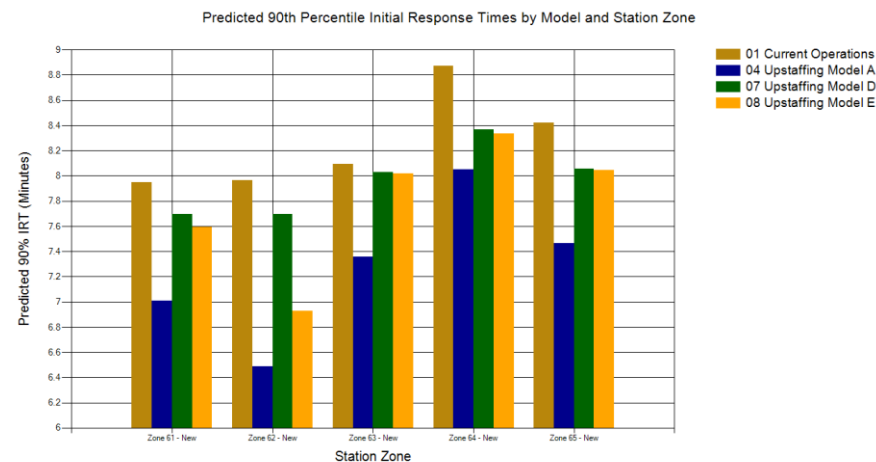
Future Service Demand Projection Examples

Development Factor	Projected Service Delivery Cost	Projected Annual Incident Count
Median Trend Projection	\$34,580,521.00	36334
New Mall	\$300,750.00	316
Proposed ALF #1	\$215,093.00	226
Proposed Annexation #1	\$878,456.00	923
Proposed Annexation #2	\$371,179.00	390
Proposed Annexation #3	\$743,309.00	781

Above: demand forecasting of specific growth factors, with operational cost projections.

Below: geographic analysis of demand growth rates.



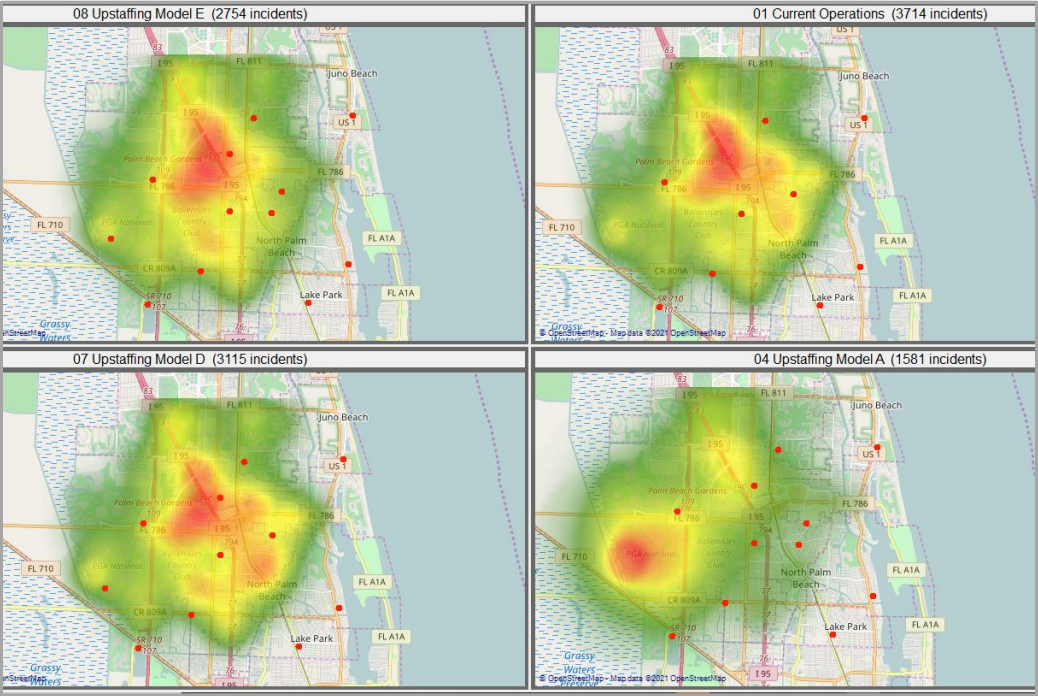


Above: Comparison of projected 90th percentile initial response for current deployment vs. three alternatives: overall and per station zone

How to deal with growth?

Deployment Model	Predicted Overall 90% IRT
01 Current Operations	00:08:20
04 Upstaffing Model A	00:07:22
07 Upstaffing Model D	00:08:05
08 Upstaffing Model E	00:07:56

Right: Comparison of current deployment vs. three alternatives: relative density of non-compliant responses



Fire Station Assessment Examples

Item #11.

Station Name/Number:		GFD Fire Station 11			
		Address/Physical Location:			
		1940 Belt Line Rd. Garland, TX 75044			
Structure					
Construction Type	Type 2				
Date of Construction	2004				
Seismic Protection	No				
Auxiliary Power	Yes				
General Condition	Good				
Apparatus Bays	3	Drive-through bays	0	Back-in bays	
Special considerations (ADA, etc.)	ADA				
Square Footage	7,415 per building plans				
Facilities Available					
Separate Rooms/Dormitory/Other	3	Bedrooms	9	Beds	7
Maximum Station Staffing Capability	9				
Exercise/Workout Facilities	Yes				
Kitchen/Dormitory	Yes				
Individual Lockers/Storage Assigned	Yes				
Shower Facilities	Yes				
Training/Meeting Rooms	Yes				
Washer/Dryer	Yes				
Safety & Security					
Sprinklers and/or Smoke Detection	Sprinklers – No Smoke Detection – Yes				
Decontamination/Biohazard Disposal	Yes				
Security	Keypad exterior door entry				
Apparatus Exhaust System	Yes				
Assigned Apparatus/Vehicles					
Apparatus Call Sign	Minimum Staffing*		Comments		
Ambulance 11	2				
Truck 11	3				
Mass Casualty Trailer	2 CS				
*If an apparatus is cross-staffed, enter "CS" after the minimum staffing number.					

EXISTING CONDITIONS ASSESSMENT – COPPELL FIRE STATION #1

Fire Station #2 is located between a water tower and an electrical substation at 520 Southwestern Boulevard. It was built in 1995. The building is 7,728 square feet. A storage garage of 4,900 square feet was added in 2008.



A. Building Description

- The original building is slab-on-grade construction. The exterior walls of the living quarters are constructed of brick masonry (7/8" air space) over 30# felt over 1/2" gypsum sheathing over 4" metal studs at 24" on center with R-13 batt insulation. The apparatus bays and the support spaces to the south are constructed of brick masonry (1-1/4" air space) over 1-1/2" (R-9) rigid insulation over dampproofing over 8" nominal concrete masonry units. The roof is hipped asphalt shingles on wood trusses with insulation laid over the ceilings.
- The garage building is slab-on-grade construction with a pre-engineered steel frame. The exterior walls are brick veneer over 1-1/2" metal siding. Insulation and vapor barrier is provided by batt insulation pillows at the walls and roof. Metal panel walls protect the interior side of the insulation. The roof is asphalt shingles.
- The building contains a lobby, a single-user restroom, an exercise room, a communications/electrical closet, a watch room, a kitchen/dining room, an officer suite, two dayroom spaces, staff toilets with three shower/toilet stalls and two urinals, a water heater room, a dormitory room, three apparatus bays, a turnout gear storage room, a decontamination room, a maintenance shop, a janitor room, and various storage closets and corridor spaces.
- The garage building contains a large room for storing reserve apparatus, an SCBA compressor room, a small restroom, some storage and mechanical space, and a storage mezzanine.

B. Site

- Topography
 - No concerns noted.
- Storm Water Drainage
 - No concerns noted.
- Access and Egress
 - No concerns noted.
- Paving and concrete
 - The concrete return drive and return apron is in poor condition. There are major cracks and areas of pitting.
 - The curbs at the return drive are in poor condition. We recommend replacement to reduce erosion and to improve water channeling.
 - The concrete response apron is in fair condition. Joint sealant is failing and should be replaced. There are areas of cracking where the concrete has not been replaced.
 - There are no truncated domes detectable warnings at the curb ramp from the accessible parking.
 - There are no truncated domes detectable warnings between the kitchen patio and the response apron.

Figure 8: Economic Theory of Vehicle Replacement

Source: APWA Calculating Public Fleet Rates

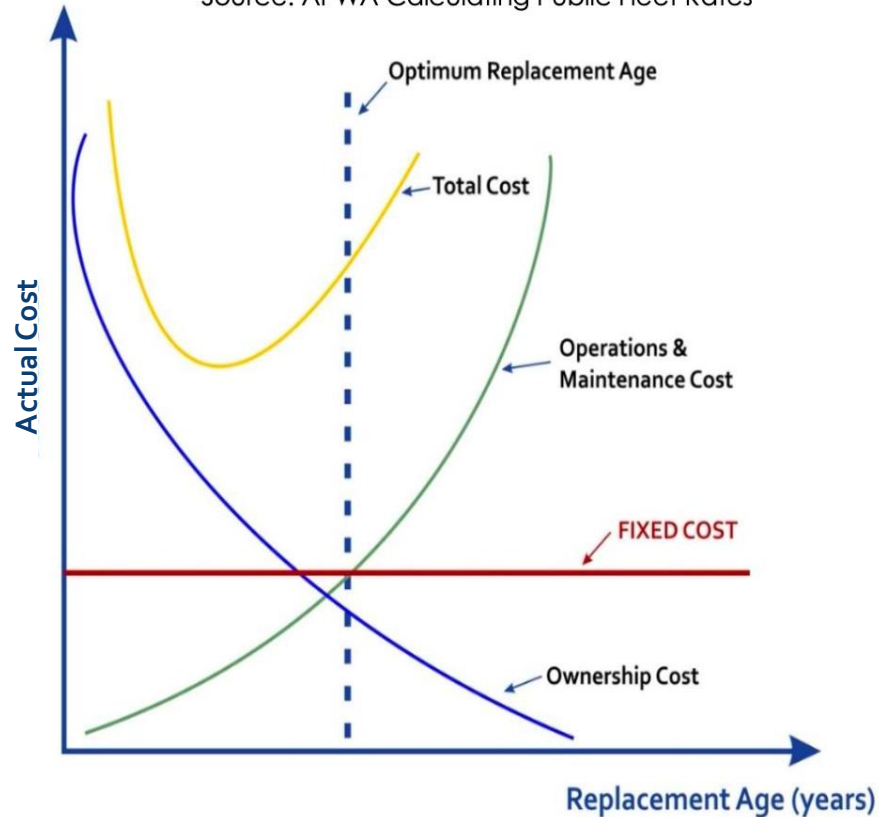


Figure 3: GFRD Pumper Inventory (2020)

Unit No.	Type	Make	Year	Condition	Status	Mileage
2592	Pumper	Pierce Quantum	2019	Excellent	Frontline	6,862
2591	Pumper	Pierce Quantum	2019	Excellent	Frontline	12,583
2509	Pumper	Pierce Quantum	2018	Excellent	Frontline	13,667
2367	Pumper	Pierce Quantum	2017	Excellent	Frontline	35,024
2366	Pumper	Pierce Quantum	2017	Excellent	Frontline	34,943
1946	Pumper	Pierce Quantum	2008	Good	Frontline	131,180
1852	Pumper	Pierce Quantum	2007	Good	Frontline	79,241
1847	Pumper	Pierce Quantum	2007	Good	Frontline	132,432
1945	Pumper	Pierce Quantum	2008	Good	Frontline	132,925
1853	Pumper	Pierce Quantum	2007	Fair	Frontline	170,061
0654	Pumper	Pierce Quantum	2003	Poor	Reserve	N/A
0783	Pumper	Pierce Enforcer	2004	Fair	Reserve	192,444
0782	Pumper	Pierce Arrow XT	2004	Fair	Reserve	127,610
0683	Pumper	Pierce Quantum	2004	Poor	Reserve	312,929

VEU Analysis #1

Gilbert Fire/Fleet Maintenance			Vehicle Equivalent Unit (VEU) Analysis	
Vehicle Equivalent Unit	Number of Units in Fleet	Equipment Description/Equipment Class (EC)	VEU value = (EC) x (Number of Units in Fleet)	Labor Hours = (VEU Value) x (13 labor Hours)
8	14	Engines	112	1,456
10	5	Aerials	50	650
6	2	Ambulances	12	156
4	1	Brush Truck	4	52
4	2	Tender	8	104
6	3	Command/Battalion	18	234
0.6	13	Trailers/Utility Units	7.8	101.4
5	27	Light-Duty, Staff	135	1,755
Total VEU = 43.1 Total = 67			VEU Totals = 346.8	Labor Hour Total = 4,508.4

NOTE: Based on 13 Labor Hours VEU
1,490

Productive Technician Hour Totals =
Number of Techs = 3.0

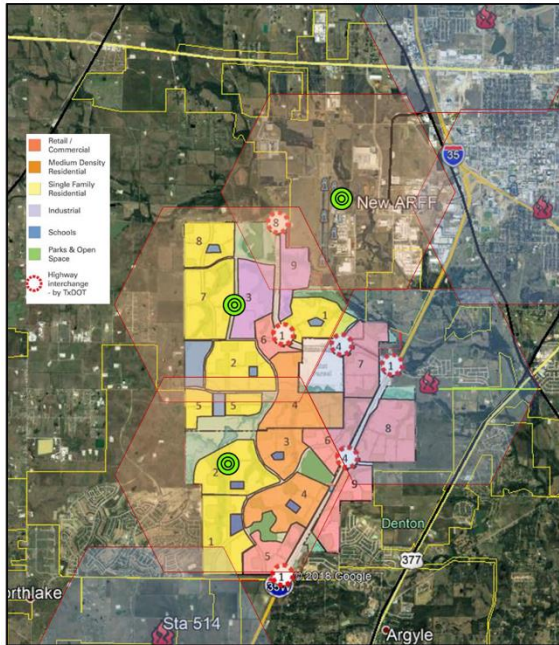
Key Considerations for System Enhancement

- System stakeholder and community expectations
- Funding and sustainability
- System demand and projections
- System performance standards
- Community outcomes
- Revenue sources/optimization
- Enhanced Fire/EMS efficiencies
- Optimal deployment modeling
- Future service delivery and staffing option platforms

The Best Options for Success

ESCI's ultimate-goal will be to identify those strategies and options that are **sustainable**, will **improve outcomes**, and have the best chance of **success!**

Figure 113: Existing and Conceptual Station Location, Airport Plus Two-Station Option

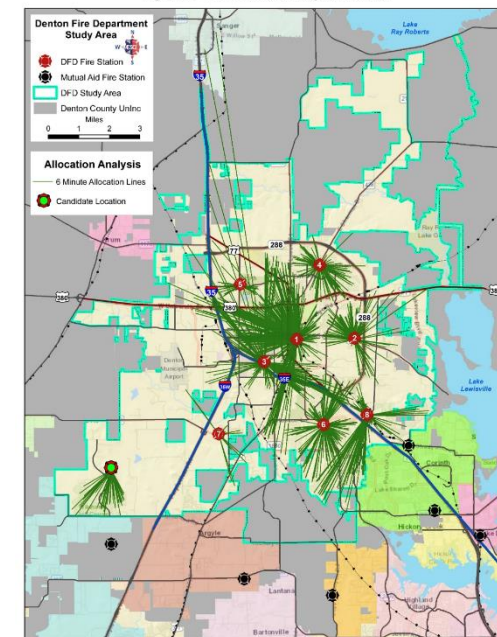


EXISTING CONDITIONS ASSESSMENT – COPPELL FIRE STATION #3

Fire Station #3 is located within the Town Center at 133 W. Parkway Boulevard. It was building in 1996. The original building is 7,728 square feet and is located on a large parcel shared with the Police Station. An addition to the south end of the building was added in 2006 to house a large training room with associated storage and restrooms, a laundry room, and an exercise room. The addition is 3,342 square feet.



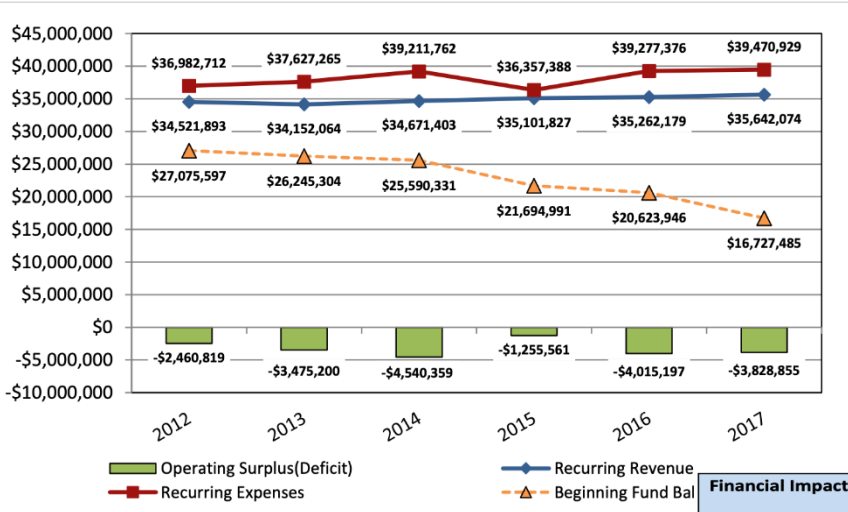
Figure 121: Fire Station Optimization



Strategies, Options, & Costs

A series of strategies, options, and opportunities will be developed in this section, to include significant costs and impact.

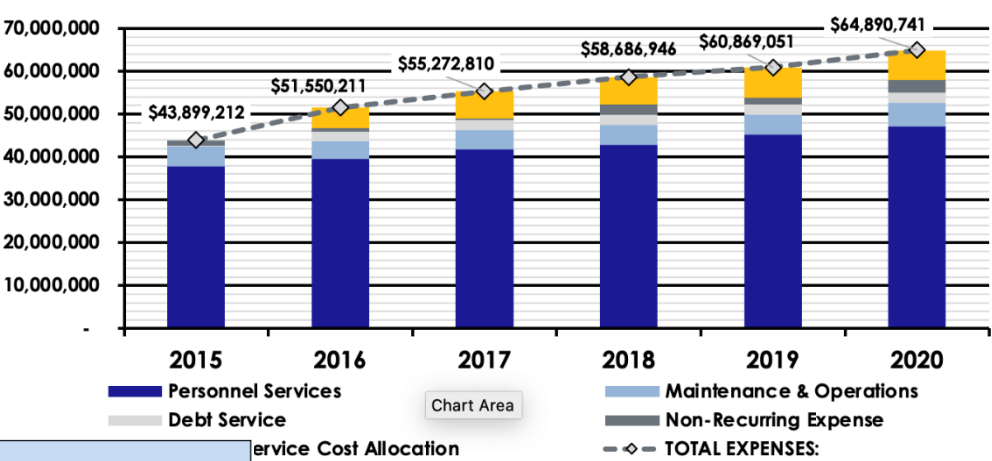
Figure 44: Fire Recurring Revenue, Expenditure, Net Surplus (Deficit) and Beginning Fund Balance, FY 2012–FY 2017



Source: Departmental Audited and Adopted Budget Documents

Financial Impact	
One Quint Fire Apparatus and Equipment:	\$1,200,000
On Boarding of 16 FF to cover staffing with 1.30 Relief Factor:	\$320,000
Total Initial Equipment and On Boarding Personnel Costs:	\$1,320,000
Annual On Going Station Four Costs	
Three Captain's Total Compensation:	\$450,000
Three Engineer's Total Compensation:	\$375,000
Six Firefighter's Total Compensation:	\$600,000
Personnel Sub Total:	\$1,425,000
10 Percent Overtime/Relief Compensation:	\$140,000
Total Annual Personnel Costs:	\$1,825,000

Figure 52: Boise Fire Department Expense by Major Category FY 15 Actual – FY 20 Adopted

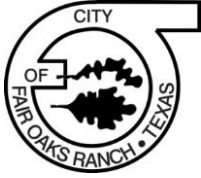




Fire Standards of Cover and Utilization Study

QUESTIONS and CLARIFICATIONS





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

AGENDA TOPIC: Consideration and possible action to accept a Kendall County Citizen's Law Enforcement Academy Alumni Association (KCCLEAAA) Grant to Fair Oaks Ranch Police Department.

DATE: April 15, 2021

DEPARTMENT: Public Safety

PRESENTED BY: Roy Elizondo, City Council Member, Place 2
 Tim Moring, Police Chief

INTRODUCTION/BACKGROUND:

The Board of Directors of the Kendall County Citizens Law Enforcement Academy Alumni Association has made an offer of a grant award to the Fair Oaks Ranch Police Department. The purpose of the grant is to provide funds for actual expenses, not to exceed \$3,500, for five Officers to attend the 2021 Women of Law Enforcement Conference in Fort Worth, Texas. The conference is scheduled for September 21-24, 2021.

The Kendall County Citizens Law Enforcement Academy Alumni Association is a 501.3 (c) non-profit organization that raises funds and awards grant to support local law enforcement and first responder agencies.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

City Council consideration and action is required to accept funds as a donation for the stated purpose.

- Texas Local Government Code §51.076(a) states the municipality may hold property, including any charitable or trust fund, that it receives by gift, deed, devise, or other matter.
- The City Charter does not address accepting private donations.
- Section 2.06 of the City of Fair Oaks Ranch Employee Personnel Manual states employees will not accept gifts or gratuities, except generic gifts given to all for special events, from contractors, vendors, or other persons.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

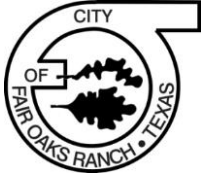
The grant award will enable attendance at the conference and offset costs that would have otherwise been charged to the Police Department budget.

LEGAL ANALYSIS:

This transaction has been reviewed for compliance with the relevant statutes, ordinances, and policies.

RECOMMENDATION/PROPOSED MOTION:

I move to accept the grant from the Kendall County Citizens Law Enforcement Academy Alumni Association in the amount of actual expenses, not to exceed \$3,500, to the Police Department for the purpose of five Officers attending the 2021 Women of Law Enforcement Conference.



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

AGENDA TOPIC: Consideration and possible action to adopt Phase 1 branding deliverables for the City of Fair Oaks Ranch's Municipal Offices.

DATE: April 15, 2021

DEPARTMENT: Human Resources & Communications

PRESENTED BY: Joanna Merrill, IPMA-SCP

INTRODUCTION/BACKGROUND:

During the 2019-2020 fiscal year, staff was given a directive to address the front entryway feature, aka "the boat" and to plan for future branding to clearly mark entry point features into and out of the City of Fair Oaks Ranch.

As a result, the staff was asked to form a Branding Committee to assist with prioritizing projects, reviewing designs recommended by staff, and to provide insight for future branding projects. Council then made a decision to appoint three councilmembers to the committee, and asked staff to lead the committee.

The initial committee then proceeded to prioritize the need for a clear, concise, and unified brand as one of the first projects to focus on so money budgeted for this purpose was used to hire a professional branding consultant, Emerald Fox Marketing & Consulting, to begin helping shape a professional brand for the City.

Emerald Fox Marketing & Consulting will be able to bring their combined expertise to assist with providing industry specific support in producing four (4) phases of specific deliverables related to the needs of the branding committee and future City projects.

We are recommending adoption of the Phase 1 deliverables referenced below and in greater detail on the attached reference documents.

- Phase 1: Includes establishing a set of core values, a mission statement, and a vision statement specific to the City of Fair Oaks Ranch
- Phase 2: Includes assessment of current branding the City is utilizing in order to provide brand options for logo design concepts, typography, and color palettes for an overall brand development strategy.
- Phase 3: Includes providing marketing collateral designs for items that are most fundamental to the roll out of the City's brand such as letterhead, email signatures, and business cards.
- Phase 4: Includes designs for a unified and consistent professional PowerPoint template that aligns with the City's brand.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Meets Strategic Action Plan item 5.2.2 – Research, develop a communications strategy and, manage city branding
- Will address opportunities to create an easily recognizable City brand.
- Will provide an opportunity to display professionalism and consistency throughout our City's marketing/branding strategies
- Will allow for future usage of data/specs to provided clearly defined and consistent graphics/design plans for entry points into and out of Fair Oaks Ranch such as the "Boat" feature area.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Monies were allocated in the 2019/20 FY Budget in the amount of \$29,000 to accomplish this Strategic Action Plan item. The consultant for this project is projected to come in under budget at an estimated \$16,000 when fully completed.

The proposed adoption of Phase 1 has no financial impact on the estimated cost listed above.

LEGAL ANALYSIS:

None needed at this time.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Council to adopt the proposed Phase 1 deliverables regarding core values, mission statement, and vision statement.

BRANDING COMMITTEE RECOMMENDATIONS

COMMITTEE MEMBERS:

JOANNA MERRILL, IPMA-SCP

JENNIFER HUDSON

GARRY MANITZAS, MAYOR

SNEHAL PATEL

LAURA KOERNER

CAROL VANZANT

CHIEF MORING

MELISSA CASTRO

CONSULTANT: EMERALD FOX MARKETING & CONSULTING

CORE VALUES

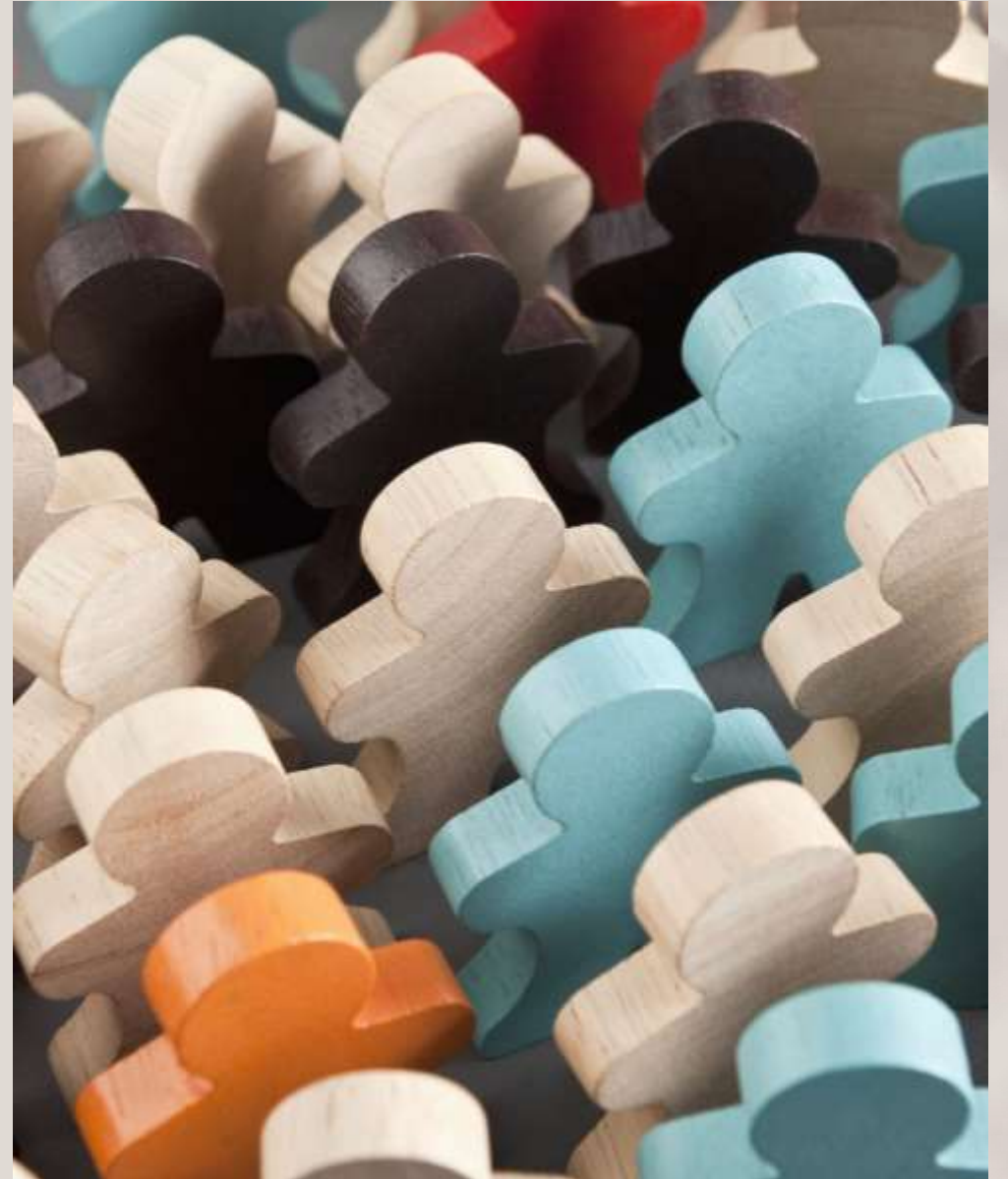
COLLABORATIVE

ACCOUNTABLE

RESPONSIVE

RESPONSIVE

ENGAGED



THE MISSION STATEMENT OF THE CITY OF FAIR OAKS RANCH IS...

Current

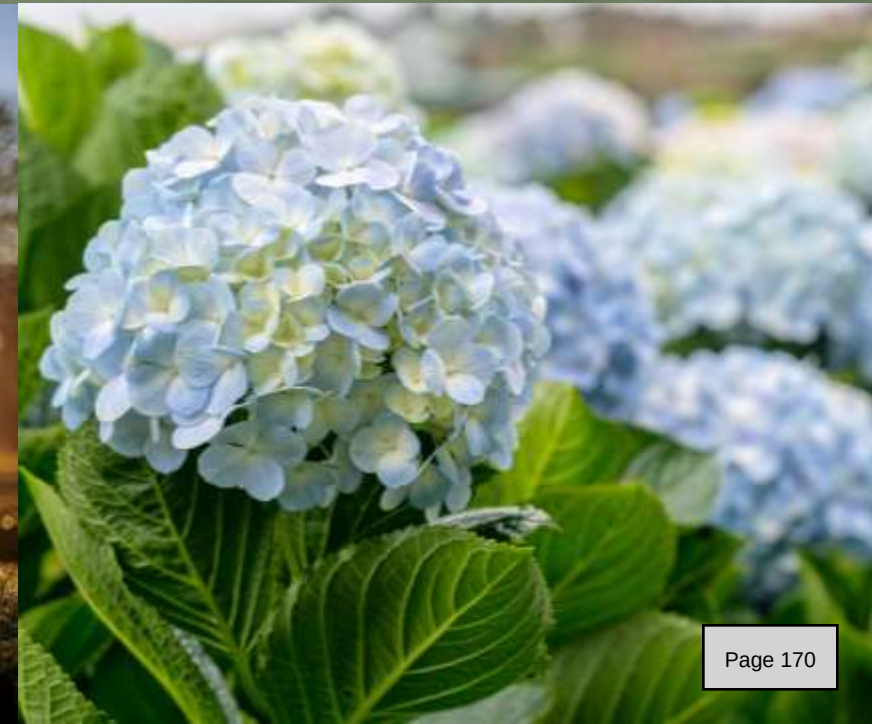
TO MAINTAIN AND ENHANCE
THOSE QUALITY OF LIFE
FACTORS WHICH INFLUENCED
THE CITIZENS TO ESTABLISH A
RESIDENCE WITHIN THE CITY
AND TO PROVIDE SECURITY,
PUBLIC SAFETY, AND POLICE
SERVICES FOR THE
MAINTENANCE OF GOOD ORDER
AND THE PROTECTION OF
PERSONAL AND REAL PROPERTY
LOCATED WITHIN THE CITY
LIMITS.

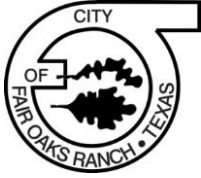
Proposed

TO DELIVER EXCEPTIONAL
PUBLIC SERVICES, PRESERVE THE
NATURAL BEAUTY OF OUR CITY,
PROTECT AND PROMOTE
QUALITY OF LIFE, AND FOSTER
COMMUNITY ENGAGEMENT.

THE CITY OF FAIR OAKS RANCH VISION IS.....

TO OFFER THE IDEAL PLACE TO CALL
HOME IN THE HILL COUNTRY, GUIDED
BY STRONG COMMUNITY VALUES AND
RESPONSIBLE GROWTH, THAT
PROVIDES RESIDENTS OF ALL AGES A
PLACE TO RELAX AND RECONNECT.





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

AGENDA TOPIC: Upcoming Budget Process and Budget Calendar
 DATE: April 15, 2021
 DEPARTMENT: Finance
 PRESENTED BY: Sarah Buckelew, CPA, Finance Director

INTRODUCTION/BACKGROUND:

The Budget process has already kicked off at the staff level, we wanted to provide Council with the draft Budget calendar and discuss some of the changes you will be seeing this year as a result of the investment and hard work performed by the finance team and budget owners.

Points for Council to take note on the *Proposed* Calendar:

- May 20 (regularly scheduled Council Meeting)
 - Staff will present a Budget 101 training for new Council members, as well as a refresher for citizens, staff, and returning Council members.
 - Staff will provide a Strategic Action Plan document that states, with no dollar amounts attached the progress over the past two years towards achieving Council's objectives, and serves as a reminder of upcoming priorities for Council to consider.
 - Staff will demo the new output from the recently implemented budget software.
 - Please note that a Utility Rate Study Orientation is also scheduled for this day.
 - Needed from Council – informal consensus on whether these two agenda items should be included in the regularly scheduled meeting, or as a stand-alone training workshop.
- Month of June – dates on the calendar are preliminary, simply stated currently as each Thursday.
 - Staff will work with Council to schedule workshop meetings

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Preliminary report regarding budget process timing.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

none

LEGAL ANALYSIS:

none

RECOMMENDATION/PROPOSED MOTION:

None

DRAFT FY 2021-22 BUDGET CALENDAR		
Budget Planning	January	Staff SAP Scheduling for FY 2021-22
	January	Staff Planning training and Project Planning for FY 2021-22
	8-Mar	Staff Presentation: Review of Calendar, Overview of Software and process changes
	17-Mar	Staff Workshop: Review of new Budget Software
Budget Development	Apr 1-9	Preliminary General Fund Operating Budget meetings with Finance
	Apr 12 - 16	Preliminary Utility Fund Operating Budget meetings with Finance
	Deadline: April 23	SAP Project Execution Plans and Budget requests submitted to Finance
	April 26-30	Operating and SAP Budget review sessions with City Manager
	Deadline: May 11	Finance Delivers Preliminary Draft Budget to City Manager
	May 18	Staff Workshop with Preliminary Budget - Focus on SAP/Capital Items
	May 20	*COUNCIL* Meeting Budget 101 presentation (Same day as Utility Rate Study Orientation)
	June 3	*COUNCIL* Governmental Funds SAP and Budget work session with Council and Staff Focus: Tax impacting Capital Items (Drainage and Streets)
	June 10	*COUNCIL* Enterprise Funds SAP and Budget work session with Council and Staff Focus: Fee impacting Capital Items (Water and Wastewater Infrastructure)
	June 17	*COUNCIL* Budget and SAP Work session with Council and Staff Focus: Other issues, or more time as needed
	June 24	*COUNCIL* Budget Work session with Council and Staff Focus: Funding
	July 16	Draft Budget is finalized (pending tax rates from Bexar Tax Assessor/Collector) and Delivered to City Manager.
Budget Presentation, Consideration, and Adoption	July 25 (Sunday)	Deadline for Chief Appraisers to deliver certify rolls or certified estimates to taxing units and certification of anticipated collection rate by tax collector. (Tax Code Sec. 26.01 a-1)
	August 3	Calculation of No new revenue, Voter Approval, 8% Increase and De Minimis Rates.
	August 6	Finance Director delivers proposed budget City Manager EOB
	August 9	Finance Director posts the calculated no-new-revenue tax rate and voter approval tax rate, along with certain debt information on the home page of the City's website using form prescribed by comptroller (Tax Code Sec 26.04 (e))
	August 11	City Manager delivers proposed budget to Council EOB
	August 17, 18, 19, or 20th	Final Budget workshop with Council (date pending)
	August 19 (Regularly Scheduled Council Meeting)	Finance Director submits the No-New Revenue and Voter Approval rates to City Council. (Tax Code Sec 26.04(e)). Finance Director posts the calculated no-new-revenue tax rate and voter approval tax rate, along with certain debt information on the home page of the City's website using form prescribed by comptroller (Tax Code Sec 26.04(e)). City Council schedules one public hearing on the budget (LGC 102.006a-b) and one public hearing on the tax rate (Tax Code Sec. 26.05(d); (Tax Code Sec 26.06) City Council confirms proposed tax rate (if proposed tax rate exceeds the voter approval rate) . If the proposed rate exceeds the voter approval rate or the No-New Revenue Rate (whichever is lower), Council takes a record vote. (Tax Code Sec 26.06 (b-2).
	August 23	City Manager files budget with City Secretary (LGC 102.005a). City Secretary ensures the proposed budget is available on the website and available for inspection at City Hall (LGC 102.005c)
	August 30	Finance Director submits the proofs for the Notice of Tax Public Hearing to the Boerne Star
	September 3	Finance Director publishes <i>Notice of Tax Public Hearing</i> in the Friday, September 3rd edition of Boerne Star and posts on the City's website (Tax Code Sec. 26.06(c)) Finance Director publishes <i>Notice of Public Hearing on the Proposed Budget</i> in the Friday, September 3rd edition of Boerne Star and posts the budget on city's website. (LGC 102.005c) Finance Director/Communications posts the Tax Notice (Tax Code Sec 26.04(e)), Notice of Tax Hearing (Tax Code Sec. 26.065), and Notice of Budget Hearing (LGC 102.006c) on the City's Website.
	September 16 (Special Meeting)	Special Council Meeting for the First Reading of Budget and Tax Rate Ordinances is held. Public Hearing for Proposed budget and tax rate.
	September 23	Second Reading and adoption of the Budget and Tax Rate ordinances (City Charter requires two readings of any ordinance)
	September 24	Finance Director/Communications posts the Adopted Tax Notice on the City's website. (Tax Code Sec 26.05(b2)). Finance Director communicates adopted tax rate to appraisal districts and tax assessor-collector.