

VIA TELEPHONE CONFERENCE



**CITY OF FAIR OAKS RANCH
AGENDA – CITY COUNCIL TELECONFERENCE**

April 16, 2020 6:30 PM

Via Teleconference

7286 Dietz Elkhorn, Fair Oaks Ranch

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

You can dial in using your phone:

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

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

Conference ID: 2443302 #

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

I. OPEN MEETING

A. Roll Call – Declaration of a Quorum.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

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

A. Citizens to be heard.

III. CONSENT AGENDA

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

- | | |
|--|----------|
| A. Approval of the March 19, 2020 Regular City Council meeting minutes. | Pgs. 3-5 |
| B. Approval of the March 24, 2020 Emergency City Council teleconference minutes. | Pgs. 6-7 |
| C. Approval of the March 27, 2020 Emergency City Council teleconference minutes | Pg. 8 |

IV. CONSIDERATION/DISCUSSION ITEMS

- A. Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement with Studio S Architekts for Architectural Design Services

Tobin Maples, City Manager Pgs. 9-34

- B. Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement with Murfee Engineering Company, Inc. for Solids Handling Consultant Services. Ron Emmons, Public Works Director Pgs. 35-61
- C. Consideration and possible action for recommendations regarding the selection of benchmark cities to utilize in the market survey phase of the study and recommendations regarding the market level the City would like to compete at and target. Joanna Merrill, Human Resources & Communications Director Pgs. 62-94
- D. Consideration and possible action modifying and extending a declaration of local disaster; establishing rules and regulations for the duration of the disaster; and restricting certain activities. Mayor Garry Manitzas Pgs. 95-110

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

A. None

VI. ADJOURNMENT

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

Signature of Agenda Approval: Tobin E. Maples

I, Christina Picioccio, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the city's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times. As per Texas Government Code 551.045, said Notice was posted by 5:00 PM April 13, 2020 and remained so posted continuously for at least 1 hour before said meeting was convened.

The Fair Oaks Ranch City Hall is wheelchair accessible at the side entrance of the building from the parking lot. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary's office at (210) 698-0900. Braille is not available. The City Council reserves the right to convene into Executive Session at any time regarding an issue on the agenda for which it is legally permissible; pursuant to *Texas Government Code* Chapter 551. Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

**CITY OF FAIR OAKS RANCH
CITY COUNCIL MEETING MINUTES
March 19, 2020
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015**

I. OPEN MEETING

A. Roll Call – Declaration of a Quorum

Present: Mayor Manitzas and Mayor Pro Tem Elizondo

Council Members: Hartpence, Havard, Koerner, and Maxton

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

Absent: Council Member Patel

B. The Pledge of Allegiance was led by Police Officer Michael Maddox.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. Citizens to be Heard

1. Citizen Peter Lee spoke regarding the bulk/brush pickup noting that he felt the communication was poor and that some bulk/brush piles were missed. He indicated that the city should have notified everyone that they were going to enforce the rules.

B. Interim Police Chief Tim Moring provided the Oath of Office to Police Officer Michael Maddox.

C. Interim Police Chief Tim Moring presented an Emergency Operations Update.

III. CONSENT AGENDA

A. Approval of March 5, 2020 Regular City Council Meeting Minutes.

B. Approval of a Preliminary Plat establishing Elkhorn Ridge Unit 5.

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

IV. CONSIDERATION/DISCUSSION ITEMS

A. Consideration and possible action accepting the FY 2018-19 Audit.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Maxton to accept the Fiscal Year 2018-2019 annual audit as presented by ABIP, PC.

VOTE: 6-0; Motion Passed

B. Consideration and possible action awarding the 2020 Street Maintenance and Repair Program – High Density Mineral Bond bid and authorizing the City Manager to sign the Agreement.

MOTION: Made by Council Member Hartpence, seconded by Council Member Koerner to accept the bid furnished by Andale Construction Inc. in the amount of \$40,147.60 with a 10% contingency in the amount of \$4,014.76 for a value not to exceed \$44,162.36 and authorize the City Manager to sign the construction agreement.

VOTE: 6-0; Motion Passed

C. Consideration and possible action awarding the 2020 Street Maintenance and Repair Program – Asphalt Rejuvenator bid and authorizing the City Manager to sign the Agreement.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Koerner to accept the bid furnished by Pavement Restoration, Inc. in the amount of \$182,453.25 with a 10% contingency in the amount of \$18,245.32 for a value not to exceed \$200,698.57 and authorize the City Manager to sign the construction agreement.

VOTE: 6-0; Motion Passed

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

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Havard to approve an Ordinance extending the Declaration of Local Disaster until April 16, 2020 and establishing rules and regulations for the duration of the disaster and restricting certain activities as discussed.

Consensus through Council discussion lead to the amendments of Exhibit A of the Ordinance to change (a) all references of mass gatherings from 50 to 10, consistent with state recommendations, (b) the effective date and time of the Ordinance to be March 20th, at 12:00 AM, and (c) that unless otherwise extended consistent with requirements of state law, the ordinance would be in effect until April 16, 2020, (d) the removal of the first sentence in 5.c. "This Declaration also does not prohibit gatherings of people in multiple, separate enclosed spaces in a single building such as a multiples movie theater, so long as 50 people are not present in any single space as the same time".

City Manager Tobin Maples, notified Council that City Hall would be closed to the public until further notice for the safety of city staff and citizens, and that staff was implementing skeleton crew procedures. In addition, the May election was discussed and Council voiced willingness to consider postponing the regular and special election pending clarification of state waiver's regarding election rules. Council further indicated that all boards and commission meetings will be postponed until further notice.

VOTE: 6-0; Motion passed as recorded:

Mayor Manitzas – For; Mayor Pro Tem Elizondo – For; Council Member Hartpence – For; Council Member Havard – For; Council Member Koerner – For; and Council Member Maxton – For.

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

None

VI. CONVENE INTO EXECUTIVE SESSION

City Council did not convene into Executive Session regarding:

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

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

VII. RECONVENE INTO OPEN SESSION

N/A

VIII. ADJOURNMENT

Mayor Manitzas adjourned the meeting at 8:08 PM.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary

CITY OF FAIR OAKS RANCH
CITY COUNCIL SPECIAL TELECONFERENCE MEETING MINUTES
March 24, 2020
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

I. OPEN MEETING

A. Roll Call – Declaration of a Quorum

Present: Mayor Manitzas and Mayor Pro Tem Elizondo

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

With a quorum present, the City Council meeting was called to order at 2:30 PM.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. There were no citizens to be heard at this point of the teleconference.

III. CONSIDERATION/DISCUSSION ITEMS

A. Consideration and possible action on an amendment to the Emergency Declaration Ordinance to limit non-essential activities.

MOTION: Made by Council Member Koerner, seconded by Council Member Maxton to amend the Emergency Declaration Ordinance to limit non-essential activities.

Citizens to be heard:

1. Citizen Brenda Rowe:

- a. Noted that section 5 of the Ordinance talks about authorizing the city to commandeer or use any private property, which she noted was “a broad statement”. City Attorney, Dan Santee replied that section 5 is language out of the State Statute and is granted to cities.
- b. Expressed concern regarding allowing the golf course to continue its operation. Mayor Manitzas noted that golfers were to follow social distancing guidelines and a 1 person per cart rule; if noncompliance to these rules are observed, complaints should be directed to the non-emergency number 830-816-3194.
- c. Questioned if families needed to follow social distancing guidelines while walking, etc. Mayor Manitzas answered that families did not have to maintain social distancing while out walking.

2. Boerne Star Reporter Crystal Henry:

- a. Asked if parks and trails are opened or closed. Mayor Manitzas explained that the FORHA trails remain open provided that people are observing social distancing guidelines, while the playgrounds have been closed to deter transmission of the virus in an effort to keep children safe.
- b. Asked for clarification on what a non-essential business would be. Mayor Manitzas identified gyms, hair salons and similar type businesses are non-essential.

3. Citizen Tim Corley:

- a. Commented on section 5 of the Ordinance and noted that as opposed to commandeering any property, that the city would likely only need to notify citizens of needs. He cited the need for land for staging as an example. Mayor Manitzas commented positively on the generous nature of Fair Oaks Ranch citizens.

4. Citizen Brenda Rowe:

- a. Questioned if this is a “Shelter in Place” order. Mayor Manitzas and Council Member Havard indicated that a “Shelter in Place” order generally confines one to the home and due to the latitude of travel allowed for food and medical resources, that this is more like a “Stay at Home” order.

VOTE: 7-0; Motion passed as recorded:

Mayor Manitzas – For; Mayor Pro Tem Elizondo – For; Council Member Hartpence – For; Council Member Havard – For; Council Member Koerner – For; Council Member Maxton – For; and Council Member Patel – For.

IV. ADJOURNMENT

Mayor Manitzas adjourned the meeting at 3:15 PM.

ATTEST:

Garry Manitzas, Mayor

Christina Picioccio, City Secretary

CITY OF FAIR OAKS RANCH
CITY COUNCIL SPECIAL TELECONFERENCE MEETING MINUTES
March 27, 2020
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

I. OPEN MEETING

A. Roll Call – Declaration of a Quorum

Present: Mayor Manitzas and Mayor Pro Tem Elizondo

Council Members: Hartpence, Koerner, Maxton and Patel

With a quorum present, the City Council meeting was called to order at 2:31 PM.

Absent: Council Member Havard

Council Member Havard joined the teleconference at 2:34 PM.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. There were no citizens to be heard.

III. CONSIDERATION/DISCUSSION ITEMS

A. Consideration and possible action approving a reading of an emergency Ordinance postponing a Special Election reauthorizing the levying of local sales and use tax for the maintenance and repair of municipal streets, from May 2, 2020 to November 3, 2020.

MOTION: Made by Council Member Koerner, seconded by Council Member Hartpence to postpone the Special Election reauthorizing the levying of local sales and use tax for the maintenance and repair of municipal streets, from May 2, 2020 to November 3, 2020.

VOTE: 7-0; Motion passed as recorded:

Mayor Manitzas – For; Mayor Pro Tem Elizondo – For; Council Member Hartpence – For; Council Member Havard – For; Council Member Koerner – For; Council Member Maxton – For; and Council Member Patel – For.

B. Consideration and possible action approving a Resolution postponing a General Election for the election of Council Member Places 2 and 6 from May 2, 2020 to November 3, 2020.

MOTION: Made by Council Member Koerner, seconded by Council Member Patel to postpone the General Election of Council Member Places 2 and 6 until November 3, 2020.

VOTE: 7-0; Motion passed as recorded:

Mayor Manitzas – For; Mayor Pro Tem Elizondo – For; Council Member Hartpence – For; Council Member Havard – For; Council Member Koerner – For; Council Member Maxton – For; and Council Member Patel – For.

IV. ADJOURNMENT

Mayor Manitzas adjourned the meeting at 2:48 PM.

ATTEST:

Garry Manitzas, Mayor

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 16, 2020

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement with Studio S Architekts for Architectural Design Services.

DATE: April 16, 2020

DEPARTMENT: Administration

PRESENTED BY: City Manager

INTRODUCTION/BACKGROUND:

The current fiscal year budget (FY 19-20) allocates monies for a City Hall/City Complex renovation project. The original intent of the project was to renovate portions of City Hall and the former Police Department building collectively, with an end goal of optimizing work space for staff and city council, improving building security, and enhancing the customer service experience for our citizenry.

Based on a series of operational programming meetings with staff, inclusive of evaluating community/civic needs, it was determined the renovation project should be modified to include the design and construction of a civic/multipurpose center. On February 20, 2020, City Council provided general approval of the concept, inclusive of utilizing the Construction Manager at Risk (CMAR) delivery model.

The purpose of this agenda item is to approve a Professional Services Agreement (PSA) for design services associated with the project. The scope of the proposed PSA includes Architectural, Structural, MEP, demolition, and construction phase services for the civic/multipurpose center and city hall renovations. The PSA is proposed as a lump sum of \$58,270 to be billed on progress of defined task.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

This project is in keeping with the Council Strategic Objective of enhancing delivery of services while strategically planning for future conditions. The proposed project, inclusive of the civic/multipurpose center, provides for functional work space through a combination of traditional office space, multipurpose flex space, and community meeting rooms.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

- FY 19-20 budget includes \$450 K programmed for a City Campus Outbuilding Renovation. \$58,270 will be utilized for this PSA.

LEGAL ANALYSIS:

The attached Professional Services Agreement is the standard contract utilized by the City for contracting professional services with consultants.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign the Professional Services Agreement with Studio S Architekts at a cost of \$58,270.

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and Studio S Architekts ("Professional").

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

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

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

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

Section 5. Time of Completion.

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

Section 6. Insurance.

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

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

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

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

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

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

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

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

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

Section 7. Miscellaneous Provisions.

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

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

for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

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

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

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

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

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

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in

performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

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

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise

at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

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

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

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

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

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

Section 15. Paragraph Headings: Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or

meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

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

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

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

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

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

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

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

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.

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

CITY:

PROFESSIONAL:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY

City of Fair Oaks Ranch
Attn: Tobin E. Maples, AICP
City Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

PROFESSIONAL

Studio S Architekts
Hollie Scott Sanchez, LEED AP, NCARB
Lead Principal
8000 Fair Oaks Pkwy
Bldg 3 Suite 3206
Fair Oaks Ranch, TX 78015

with a copy to:

City Attorney
City of Fair Oaks Ranch, Texas
Attn: Charles E. Zech
2517 N. Main Avenue
San Antonio, Texas 78212

Exhibit "A"

Scope of Services

Project Scope:

The ARCHITECT will provide customary design and construction phase services for normally required architectural design as further described below.

A. Project Description:

- (i) Schematic redesign of Administration Building drawings, as necessary to meet current needs.
- (ii) Schematic Planning Design of City Campus.
- (iii) Design of new Civic Center based off of existing conceptual Schematic Drawings.
- (iv) AHJ is City of Fair Oaks Ranch, TX.

Basic Services of the ARCHITECT

The ARCHITECT shall:

- A. Consult with the OWNER to ascertain the requirements and limitations of the PROJECT.
- B. Review existing site conditions as may be required to coordinate proper interfacing of new construction.
- C. In collaboration with the OWNER, establish a schedule of dates for completion of the various phases of the work, inclusive of cost estimates and construction schedules.
- D. Retain the structural, civil engineer, mechanical and/or electrical engineering consultants, which consultants have been selected by the ARCHITECT and are identified if applicable herein. The services of these consultants (except to the extent they are outside the scope) will be compensable by the ARCHITECT out of his/her compensation for Basic Services, unless otherwise noted. The architectural, structural, mechanical, civil and/or electrical consultants shall maintain a local representative throughout the planning and construction phases of the PROJECT or until the related phase of work is complete, as is necessary to assure prompt and continuous provision of services hereunder.
- E. In collaboration with the OWNER, choose a construction project manager to manage the overall building design to be within an agreed upon budget. This includes assistance with developing necessary RFQ/RFP's. The intent is for the OWNER to have final authority relative to choosing the Construction Manager.

CONSULTANTS TO BE RETAINED FOR THIS PROJECT ARE AS FOLLOWS:

(i) STRUCTURAL:

BSolutech Consultants, LLC.

fees included in Architect's compensation: ☒ yes; no.

(ii) MECHANICAL, ELECTRICAL and PLUMBING:

RGM Engineering

fees included in Architect's compensation: ☒yes; no.

CIVIL CONSULTANT:

Up Engineering

fees included in Architect's compensation: ☒yes; no.

(iii) RAS Consultant (Plan Review & Inspection)/ TDLR Registration
Stephen Meyer

fees included in Architect's compensation: ☒yes; no.

F. Prepare, from the approved Schematic Design, the Design Development Documents consisting of:

- (i) Updated floor plans with primary finishes noted and overall dimensions;
- (ii) Primary Elevations with material delineations;
- (iii) Structural Framing layouts and foundation plan(s);
- (iv) One-line diagram(s) for Heating, Ventilating and Cooling systems and ductwork;
- (v) Locations of electrical receptacles, telephone and data boxes, switches, and light fixtures;
- (vi) Primary plumbing fixture locations;
- (vii) And other drawings appropriate to fix and illustrate the size, character and general appearance of the PROJECT. The ARCHITECT will collaborate with the OWNER regarding materials, equipment, systems, finishes, and methods of construction;
- (viii) Outline specifications

G. Building Information Modeling (Revit):

(i) Included.

H. FF&E Selection and Procurement

(i) Select Finishes

- Source Finish Options
- Coordinate Options with Vendors
- Coordinate selections with client

(ii) Select Furniture

- Source Furniture Options
- Coordinate Options with Vendors
- Coordinate Custom Pieces with vendor, if required
- Coordinate selections with client

(iii) Provide Furniture Plan

- Interior Layout
- Determine required quantities with owner
- Determine ideal configurations with owner

(iv) Coordinate with Contractor during Construction

- Review Shop Drawings
- Coordinate Installation with Contractor

I. Demolition:

(i)) The ARCHITECT shall include demolition plans and have notes on the drawings indicating

the general scope of demolition work to be done; for existing City Hall building and “Old Police Building.

(ii) The ARCHITECT will exclude exhaustive investigation of existing conditions, including conditions in concealed spaces.

(iii) Additional investigation of as-built conditions will be done as additional services.

I. Existing drawings & Survey:

(i) The OWNER will furnish existing drawings and CAD Survey of facilities and property in the project scope.

J. Prepare, from the approved Design Development Documents, the Construction Documents consisting of the Bidding Documents and the Specifications and detailed Drawings setting forth the work required. The Construction Documents will be prepared, to the best of his/her knowledge, information, and belief (based on careful inquiry), to be in compliance with requirements of governmental authorities having jurisdiction over the design of the PROJECT.

(i) **CODE COMPLIANCE**

The ARCHITECT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this AGREEMENT. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ARCHITECT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this AGREEMENT.

K. Upon completion of the Construction Documents and prior to their issuance for final pricing and/or bidding, the ARCHITECT will obtain the approval of said Documents by the OWNER. Acceptance and approval of the ARCHITECT'S Construction Documents by the OWNER shall not constitute nor be deemed a release of the ARCHITECT for the accuracy and competency of the ARCHITECT'S designs, drawings, specifications or other documents or services provided under the terms of this AGREEMENT. The ARCHITECT agrees to rework documents as necessary to correct his/her designs, drawings, specifications or other documents found to be in error.

L. In connection with the final pricing/bidding or negotiation phase, the ARCHITECT shall assist the OWNER selected CONSTRUCTION MANAGER AT RISK firm in securing and obtaining bids from qualified sub-contractors.

M. Statements and Opinions of Probable Cost will be delivered as a part of the services provided by the OWNER selected CONSTRUCTION MANAGER AT RISK (CONTRACTOR) firm.

N. In connection with the Construction Phase, the ARCHITECT shall:

(i) Perform all functions of the ARCHITECT as described in the Construction Documents for the PROJECT, including but not limited to administration of the contract, advice and consultation on the contract and construction, preparation of change orders and clarification drawings remedying errors or omissions of the ARCHITECT.

(ii) The ARCHITECT and his consultants shall critically review and report to the OWNER or take other appropriate action upon the CONTRACTOR'S timely submittals such as Shop Drawings, Product Data and Samples required by the Construction Documents, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be

- taken with reasonable promptness so as to cause no delay.
- (iii) The ARCHITECT shall visit the site at regular intervals (generally weekly) appropriate to the stage of construction or as otherwise agreed between the OWNER and ARCHITECT in writing to become familiar with the progress and quality of the Work completed and to critically observe the work performed and materials supplied by the CONTRACTOR, to the extent appropriate to determine whether the performance by the CONTRACTOR be in conformity with the Contract Documents, and promptly report to the OWNER any deficiencies identified, together with the ARCHITECT'S recommendations for correction. The ARCHITECT will record each of his job-site visits and promptly submit written reports to the OWNER, keeping the OWNER informed of the progress and quality of the Work. The ARCHITECT may inform the CONTRACTOR of the ARCHITECT'S findings but it is expressly understood that it is not the function of the ARCHITECT to direct or control the CONTRACTOR in the performance of the Construction Contract.
 - (iv) The ARCHITECT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work. The ARCHITECT shall not be responsible for the CONTRACTOR'S schedules or CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The ARCHITECT shall not have control over or charge of any acts or omissions of the CONTRACTOR or any of his subcontractors, agents or employees, but shall promptly advise the OWNER of any omissions noted by ARCHITECT.
 - (iv) ARCHITECT shall review all requests for payments submitted by the CONTRACTOR to determine completion of the Work for which such application is made. ARCHITECT shall issue certificates of payment authorizing payments to the CONTRACTOR. The certificates of payment shall be a representation that the ARCHITECT has made the required on-site inspections, the Work has progressed to the point indicated in the application and to the best of ARCHITECT'S knowledge, information and belief; quality of the work is in accordance with the Contract Documents.
 - (v) Upon receipt of notification by the CONTRACTOR that the PROJECT is substantially complete, the ARCHITECT shall conduct a review, performed by the appropriate members of his staff and his professional and/or engineering affiliates. As a result of this review, he shall prepare a list of the items observed needing correction. After the CONTRACTOR has performed the required corrections, the ARCHITECT shall notify the OWNER in writing that the contract has been performed according to the Contract Documents and is ready for Final Review. The ARCHITECT shall accompany the OWNER on the Final Review to ascertain that the PROJECT has been completed in accordance with the Contract Documents. The ARCHITECT shall inspect all warranties, guarantees, bonds, equipment operating instructions and similar required material and documents to verify that all such materials and documents are received and that they meet the requirements of the Specifications, after which they shall be transmitted to the OWNER. After determining that, to the best of his knowledge, information, and belief, the requirements of the Contract Documents have been met, the ARCHITECT shall so state in writing and shall recommend the CONTRACTOR'S Final Application for Payment.
 - (vi) After the ARCHITECT determines the PROJECT is substantially complete, the CONTRACTOR shall update Construction Documents to reflect accurate, as-built conditions on "Record Drawings". Upon completion of construction, the CONTRACTOR shall make changes in the original documents to show, to the best of his/her knowledge, information and belief, the as-built condition of the PROJECT and final location of the PROJECT service lines and outlets and shall forward to the OWNER, through the ARCHITECT, electronic copy of the specifications, record drawings, and a full set of the Contract Documents in AUTOCAD® electronic format.
 - (vii) The ARCHITECT shall conduct submittal reviews.
 - (viii) The ARCHITECT shall exclude more than two submittal reviews of each submittal section. If required,

the above will be considered as additional services.

- (ix) The ARCHITECT shall include redesign work required due to errors or omissions in The ARCHITECTS drawings.

Exhibit "B"

Compensation

Fees

For the aforesaid professional services, the OWNER shall compensate the ARCHITECT as follows: Fixed fee of **Fifty-Eight Thousand Two-Hundred Seventy and 00/100's (\$58,270.00) Dollars.**

A. The fee is apportioned between the ARCHITECT and CONSULTANTS for shall be as follows:

City Hall Schematic Redesign

City Hall – Schematic Only	Amount	Percent of Contract Amount
Architect	\$2500.00 NTE	100 %

Old Police Building Demolition Plans

Demo	Amount	Percent of Contract Amount
Architect	\$1,500.00	44 %
MEP Engineer	\$700.00	21 %
Civil Engineer	\$1,200.00	35 %

City Campus Schematic planning

City Campus Schematic Planning	Amount	Percent of Contract Amount
Architect	\$2,500.00	100 %

Civic Center Fees

Civic Center	Amount	Percent of Contract Amount
Architect	\$10,000.00	26 %
Structural Engineer	\$3,870.00	10 %
Civil Engineer	\$5,900.00	19 %
MEP Engineer	\$8,300.00	22 %
Geotechnical Engineer	\$3,100.00	8%
RAS Consultant/TDLR	\$875.00	2%

Furniture Selection	Amount	Percent of Contract Amount
Architect/Interior Designer	\$5,000.00	100 %

Site Survey	Amount	Percent of Contract Amount
Civil	\$3,700.00	100 %

Construction Services Phase I	Amount	Percent of Contract Amount
Architect	\$1,500.00	53 %
Structural Engineer	\$ 500.00	18 %
Civil Engineer	\$ 300.00	11 %
MEP Engineer	\$ 500.00	18 %

*Construction Services Phase I include fees to coordinate RFIs, interview contractors, and all necessary tasks associated with acquiring a Contractor for the project.

Construction Services Phase II	Amount	Percent of Contract Amount
Architect	\$3,500.00	55 %
Structural Engineer	\$ 825.00	13 %
Civil Engineer	\$1,500.00	24 %
MEP Engineer	\$500.00	8 %

*Construction Services Phase II includes fees associated with the building process.

FEE STIPULATIONS:

- (i) Structural Engineering Fees do not include geotechnical investigation.
- (ii) Structural engineering fees will include \$165.00/ per visit for construction observation site visits. Architect assumed 5 visits.
- (iii) Mechanical Engineering Fees do not include commissioning, testing, or acoustical analysis or studies.
- (iv) MEP Engineering Fees include one site visit. Additional, required site visits will be billed at \$500.00 per visit.
- (v) Civil Engineering Fees include permitting Assistance at a Not To Exceed Fee of \$1500.00 and Reimbursables estimated at \$300.00.
- (vi) The fee for Basic Services is predicated on 6 months of construction. Should actual construction time exceed the allowance of 6 months, then additional time requirements of the ARCHITECT and/or CONSULTANTS will be invoiced as an additional service
- (vii) Site Survey Civil Engineering Fees include a land survey Fee of \$1950.00 to include boundary verification, topographic information, and tree locations, as well as a storm water letter with a Fee of Not to Exceed of \$1,750.00.
- (viii) Civil excludes services associated with subdivision platting/replatting, zoning/rezoning, geotechnical, landscaping/irrigation plans, tree preservation/planting plans, TCEQ contributing Zone Plan.
- (ix) Structural Engineer Fees are based off a metal building with the possibility of a small traditional framed portion of the building. Engineer reserves the right to Add Service

Fees if the structure changes.

B. Initial Payment

- (i) Initial payment to begin the Work is \$5,000.00 due within 14 days of an executed proposal.

C. For Additional Services beyond those described in Project Scope, if requested and/or authorized by the OWNER in writing (and exclusive of services remedying errors or omissions of the ARCHITECT), compensation computed as follows:

- (i) The sum of **\$175.00** per hour for the time of the following Principals:

Hollie Sanchez

- (ii) For the time of employees (other than Principals):

Project Manager:	\$ 150.00
Architectural Intern	\$ 100.00
CAD Technician:	\$ 65.00
Clerical:	\$ 55.00

- (iii) For the services of professional consultants at a multiple of 1.10 times the amount reasonably billed to the ARCHITECT for such services will be added to invoice amounts from such consultants to cover coordination and other expenses incurred by the ARCHITECT.

D. For reimbursable expenses, amounts expended for OWNER'S account as herein specified, a multiple of 1.10 times the amount reasonably billed to the ARCHITECT for such services listed in the following subparagraphs:

- ① Mileage reimbursement for travel expenses directly related to the PROJECT shall be reimbursed at the adopted 2020 IRS rate per mile. The ARCHITECT will assess mileage charges only for travel related to meetings between the ARCHITECT and OWNER for purposes of reviews or appearances at meetings of the governing body of the OWNER. The ARCHITECT will not assess mileage charges for travel to the PROJECT site for weekly construction reviews. In the event the ARCHITECT is called to the site for reviews or meetings in excess of the scheduled weekly reviews, mileage reimbursement will be charged).

- ② As the ARCHITECT'S work progresses and review meetings are held with the OWNER, the ARCHITECT will furnish PDFs of Progress Documents for OWNER retention without charge. At the completion of ARCHITECT'S work, the OWNER will be furnished one complete PDF set of final PROJECT documents without charge, and the ownership and all rights related thereto shall be the property of the OWNER. Reproduction expenses for final plans and specifications required for bidding, files of the ARCHITECT, CONTRACTOR, and OWNER, and other parties approved by the OWNER; these charges shall be:

1. No hard copies of work will be provided. STUDIØ S ARCHiTEKTS will provide only electronic copies of all design in PDF format. The client/contractor shall be responsible for all printing and reproduction cost.

- ③ Expense of renderings, models and mock-ups requested by the OWNER. Should these presentation formats be requested by the OWNER, the cost will be accepted in writing by the

OWNER prior to the production of such items by the ARCHITECT.

- (M) Expense of retaining engineers and other consultants approved by the OWNER to provide services described in Additional Services.
- (N) Fees paid for securing approval of governmental authorities having jurisdiction over the project. Such fees include those related to the Texas Department of Licensing and Regulation pertinent to the Architectural Barriers Act of the State of Texas.

Additional Services

The following Services are not included in Basic Services and shall be provided by the ARCHITECT if authorized or confirmed in writing by the OWNER, and they shall be paid for by the OWNER as provided in this AGREEMENT, in addition to the compensation for Basic Services:

- A. Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.
- B. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, appointments, window coverings, fabric selections, furnishings and related equipment.
- C. Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders (exclusive of services remedying errors or omissions of the ARCHITECT). Should such services be necessary, then the OWNER will compensate the ARCHITECT for the time spent preparing such Change Orders in accordance with the hourly rate schedule contained in Exhibit B.
- D. Attending public hearings which may be required as a result of proposed changes to the scope of work. Presentation of the program changes and schematic plans to various groups, other than the OWNER.
- E. Providing services in evaluating an extensive number of claims submitted by the OWNER.
- F. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
- G. Providing services in connection with evaluating substitute items or providing any Work in connection with revising any documentation in connection with such substitutions.

Exhibit "C"

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2020

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC # 10200	
INSURED Studio S Architekts 1580 S Main St Suite 102 Boerne TX 78006	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 ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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 \$ \$
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-2273775-EO-20	05/31/2020	05/31/2021	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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UPENG-1

OP ID: AH

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/08/2020

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.

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PRODUCER Whitaker Ins. Assoc., Inc. 8626 Tesoro Drive #310 San Antonio, TX 78217 Karen E Montgomery	210-824-3777 CONTACT NAME: Kimberly Brown PHONE (A/C, No, Ext): 210-824-3777 FAX (A/C, No): 210-824-7007 E-MAIL ADDRESS: certificates@whitakerins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Twin City Fire Insurance Co. NAIC # 29459	
INSURER B: Hartford Ins Co. of Midwest 37478	
INSURER C: Lloyd's of London 85202	
INSURER D: 	
INSURER E: 	
INSURER F: 	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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:			65SBAIN6928	10/17/2019	10/17/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			65SBAIN6928	10/17/2019	10/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			65WBCAR9470	10/17/2019	10/17/2020	☒ 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			ANE1767372	08/09/2019	08/09/2020	Ea Claim 1,000,000 Aggregate 1,000,000

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

CERTIFICATE HOLDER
CANCELLATION

FORI100 For Information Purposes Only	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2019

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

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PRODUCER Versatile Insurance Planners 9330 Corporate Dr. Ste 807 Selma TX 78154	CONTACT NAME: Commercial Services PHONE (A/C, No, Ext): 2108589860 FAX (A/C, No): E-MAIL ADDRESS: commercialservices@vip-satx.com														
INSURED RAHIM RAHIMI DBA ABSOLUTECH CONSULTANTS LLC 2211N.W.MILITARY SAN ANTONIO TX 78213	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : US SPECIALTY INS CO</td><td>29599</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : US SPECIALTY INS CO	29599	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : US SPECIALTY INS CO	29599														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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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 ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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 \$ \$ PER STATUTE ☐ OTH-ER ☐
	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				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Policy			USS1929989	07/30/2019	07/30/2020	Each Claim 1,000,000 Aggregate 1,000,000 Deductible 5,000

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

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance ***** ***** *****	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 <i>Scott Smith</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2020

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.

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PRODUCER Frost Insurance - San Antonio PO Box 2411 San Antonio TX 78298-2411	CONTACT NAME: Allison Johnson PHONE (A/C, No, Ext): 210-220-6416 E-MAIL ADDRESS: allison.johnson@frostinsurance.com FAX (A/C, No): 210-220-6460
INSURED RGM Engineering LLC 6243 IH 10 West, Suite 501 San Antonio TX 78201	INSURER(S) AFFORDING COVERAGE INSURER A : Hiscox Professional Liability INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 808617414

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 ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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 \$ \$
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			URA1138203.20	2/13/2020	2/13/2021	Each Claim Aggregate Retention \$2,000,000 \$2,000,000 \$10,000

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

***** For Bid Purposes *****

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER RGM Engineering 6243 IH 10 West, Suite 501 San Antonio TX 78201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 16, 2020

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement with Murfee Engineering Company, Inc. for Solids Handling Consultant Services

DATE: April 16, 2020

DEPARTMENT: Public Works Department

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

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch manages a Texas Pollutant Discharge Elimination System (TPDES) permitted 500,000 gallon per day (gpd) wastewater treatment plant (WWTP), which collects wastewater from nearly 2,000 residential homes. The plant was originally built and put into operation in 1978 at a capacity of 125,000 gpd, utilizing very basic treatment technology to service the initial planned developments. One key component of any WWTP is its solids handling process. The initial plant installed four (4) sludge drying beds to separate the solids from the waste stream via a sand filtration operation. These sludge drying beds remain in operation today with no additional methods of handling wasted sludge in place.

The WWTP was expanded in 1994 to its current treatment capacity without consideration of the additional load on the sludge drying beds. Consequently, as the number of customer connections increased to the collection system, the ability of the solids handling system reached and exceeded its capacity to effectively dry the sludge in optimal time. The City was issued a nuisance odor violation from the Texas Commission on Environmental Quality (TCEQ) on April 6, 2015 for odors emanating from the sludge drying beds. The City responded by initiating discussions with SAWS for alternate means of sludge management. Ultimately, the City instituted regular hauling of "liquid" sludge primarily during the winter colder months, which are traditionally harder seasons to dry the sludge sufficiently for disposal. Unfortunately, as new customer connections continued to be added to the collection system, the ability for operations to maintain a stable wastewater biological operation was impacted. As a result, the staff has instituted nearly year-round liquid sludge hauling.

Currently, staff spends upwards of \$350,000 annually for liquid sludge hauling services in order to keep the plant biological system operating as designed. Staff recommends that an evaluation of the solids handling system be accomplished in order to put in place a system that will significantly reduce or eliminate the liquid sludge hauling process. The City's Water/Wastewater Master Plan indicates that a new wastewater treatment plant is necessary and is currently targeted for 2025 operation. Therefore, a qualifiable return on any solids handling investment is necessary in order to make any improvement to the current operation.

Murfee Engineering Company, Inc. is recommended to provide an evaluation of the WWTP solids handling process and provide a recommended approach to improve this process. There will be an evaluation of existing out-of-service processes that could be utilized as a seasonal sludge holding

basin or an aerobic digester. In addition, other technology will be considered as a means to reduce the sludge volume from the WWTP. There will also be a necessity to evaluate the plants current electrical load and capacity for any concept that is proposed. Murfee Engineering will produce an engineering report and present to Council for discussion and determination of the next step. Should a concept be authorized, Murfee Engineering will then prepare a proposal for final design, permitting, and construction management of the solids handling system at the WWTP.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The current Solids Handling process at the WWTP requires staff to spend upwards of \$350,000 annually for liquid sludge hauling services. Any improvement to the current WWTP solids handling operation can reduce the overall annual budget for the wastewater operation and subsequently lessen the impact to the current customers.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Funding for the attached scope of services was approved in the adopted FY 2019-2020 budget at \$100,000.

LEGAL ANALYSIS:

The Professional Services Agreement was written by the City Attorney's office and is the standard contract utilized by the City for contracting professional services with consultants.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a Professional Services Agreement with Murfee Engineering Company, Inc. for Solids Handling consulting services.

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

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

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

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

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

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

Section 5. Time of Completion.

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

Section 6. Insurance.

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

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

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

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

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

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

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

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

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

Section 7. Miscellaneous Provisions.

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

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

Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

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

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

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

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

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the

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

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

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

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

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

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

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

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

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

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

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

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

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this

Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

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

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

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

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

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

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

Section 23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the

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

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

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

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

CITY:

PROFESSIONAL:

By: _____
Name: Tobin Maples
Title: City Manager

By: _____
Name: Dennis Lozano
Title: Vice President

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL

Murfee Engineering Company., Inc.
Attn: Lisa Leach, Controller
Texas Registered Firm No. F-353
1101 Capital of Texas Hwy., S., Bldg. D
Austin, Texas 78746

with a copy to:

City Attorney
City of Fair Oaks Ranch, Texas
Attn: Charles E. Zech
2517 N. Main Avenue
San Antonio, Texas 78212

Exhibit “A & B”

Scope of Services and Compensation

Engineering Services shall be inclusive as necessary to assist the Client with the feasibility study of a solid management improvements for the wastewater treatment plant (the Project). The wastewater treatment plant (WWTP) of the City of Fair Oaks Ranch (the City) produces an average of 42,000 gallons of secondary sludge per week. The sludge contains approximately one percent solids. Drying beds are the only available components for the system to thicken and/or dewater the sludge. Because of the lack of proper thickening and/or dewatering equipment, the City faces challenges to dry the sludge in the winter and on rainy days. When the sludge cannot be dried on the drying beds, the City has to pay an outside contractor to haul the sludge offsite. The proposed project will perform a feasibility study that will evaluate available options for the City to reduce the volume of the sludge, which in-turn will help reduce the hauling cost for the City. The project will analyze alternatives to select suitable treatment technologies for the sludge management system, perform a pilot study to determine the efficacy of the treatment technology on the reduction of the sludge volume, and prepare an engineering report. The following tasks will be performed in this project:

Task 1: Project Management – Murfee Engineering Company, Inc. (MEC) will coordinate with the stakeholders of the project to conduct the project within time and budget.

Task 2: Site Visits and Meetings – MEC staff will present the study to the Board of the City. Additionally, MEC staff will conduct one site visit to obtain engineering and operation data of the City’s WWTP. During the site visit, MEC staff will meet with the operation and maintenance crew of the City to discuss the solid management system of the WWTP thoroughly. Furthermore, after developing the engineering report for the study, MEC staff will conduct a progress meeting to discuss major findings of the study with the staff of the City.

Task 3: Review the Record Drawings and Analyze the Operational Data – MEC staff will review electrical, mechanical and civil engineering record drawings of the existing system to determine the proposed improvements of the system. The City staff will provide the record drawings to the MEC staff. The City staff will also provide physical and chemical parameters of raw water, finished water and secondary sludge to the MEC staff. Physical parameters include, but are not

limited to, flow rates and operating pressure of various streams of the WWTP. Chemical parameters include, but are not limited to, biochemical oxygen demand, solids content, and total suspended solid concentration of raw water, finished water, and secondary sludge. MEC staff will analyze the data to identify a suitable thickening and/or dewatering system for the City's WWTP.

Task 4: Evaluate Conversion of the On-Site Oxidation Ditch into An Aerobic Digester or a

Seasonal Holding Basin – An oxidation ditch is located at the site. It was taken offline about 25 years ago. MEC staff will evaluate the option of converting the on-site oxidation ditch into an aerobic digester or a seasonal holding basin. Major parameters that will be evaluated for this task include volume of the oxidation ditch, potential for odor generation, connection of the existing infrastructure of the WWTP system to the oxidation ditch, etc. If the option is feasible, then MEC staff will estimate the probable capital cost to incorporate the on-site oxidation ditch into the existing system. MEC staff will also calculate how much operational cost the City will save every year in the solid management due to the conversion of the oxidation ditch into an aerobic digester or a seasonal holding basin.

Task 5: Identify a Suitable Treatment Technology to Reduce the Sludge Volume of the WWTP –In

addition to evaluating the option of converting the oxidation ditch into an aerobic digester or a sludge holding basin, MEC staff will also look into the option of implementing a thickening and/or dewatering equipment into the solid management system of the City's WWTP. In this context, MEC staff will review and obtain technical and operational information of the major thickening and/or dewatering technologies that are available in the industry. MEC will also estimate the capital cost required to install each of the major thickening and/or dewatering components at the WWTP site. Major thickening and/or dewatering components include, but are not limited to, gravity thickener, volute press, gravity belt press, centrifuge, etc. MEC staff will also calculate how much operational cost the City will save every year in the solid management due to the installation of each of the major thickening and/or dewatering components. Based on the calculation, MEC staff will determine the payback period for each of the thickening and/or dewatering equipment.

MEC staff will also determine the best suitable thickening and/or dewatering component for the City's WWTP system. To do so, MEC staff will develop a weighted matrix, which will compare the applicability of the thickening and/or dewatering equipment based on several parameters

including equipment footprint, equipment's potential for odor generation, equipment's payback period, etc.

Task 6: Provide Recommendation and Develop an Engineering Report – Based on the evaluations performed in tasks 4 and 5, MEC staff will provide a recommendation to the City for the improvements of the existing solid management system of the WWTP. The recommendation will be included in the engineering report. The engineering report will also include a discussion on the existing solids handling system at the City' WWTP; a comparative analysis of various options that are available to improve the existing solids handling system; a conceptual design for the recommended improvements of the solids management at the City's WWTP; an engineer's opinion of probable construction cost for the recommended improvements; a return on investment (ROI) analysis to help the City determine how any improvements might fit with future plans; and a prudent execution schedule to perform the final design and construction of the recommended components for the solid management system at the City's WWTP.

Supplemental Engineering Services – Evaluation of the existing electrical and instrumentation and control system of the City's WWTP and any proposed or recommended technology implementation is intended to be included, however more detailed information is necessary prior to establishing a scope and fee for that work, hence an allowance is made which is intended to be sufficient for these purposes. Other additional tasks may include, but are not limited to, performing a pilot study using the treatment technology identified in the Task 5 work and evaluating the pilot test data, structural or geotechnical analysis of any type, analysis of the WWTP treatment processes other than sludge processing, etc. Any additional task that is not included between task 1 and task6 of this proposal will be performed as the supplemental engineering services. MEC staff will perform the supplemental engineering tasks only after receiving approval from the City.

Assumptions: This proposal does not include any task related to the final design, permitting, and construction management of the solids handling system at the WWTP. MEC will develop a separate proposal to perform the final design and construction management to install recommended components at the WWTP's solids management system.

Exhibit "B"
Compensation

Engineering service fees are proposed on a time and materials (T&M) basis, per the attached

Rate Schedule, with estimated amounts as follows:

1. Project Management	\$ 5,600.00
2. Site Visits and Meetings	\$ 12,320.00
3. Review the Record Drawings and Analyze the Operational Data	\$ 6,140.00
4. Evaluate to Convert the On-Site Oxidation Ditch into an Aerobic Digester or a Seasonal Holding Basin	\$ 2,140.00
5. Identify a Suitable Treatment Technology to Reduce the Sludge Volume of the WWTP	\$ 7,020.00
6. <u>Provide Recommendation and Develop an Engineering Report</u>	<u>\$ 13,780.00</u>
Subtotal for Engineering Services	\$ 47,000.00
Supplemental Engineering Services	\$ 30,320.00
TOTAL for Engineering Services	\$ 77,320.00

Estimated fee will not be exceeded without prior approval of the City.

MANPOWER & BUDGET ESTIMATE

Client:		City of Fair Oaks Ranch							
Project:		Engineering Services for the A Feasibility Study to Improve the Solid Management System at the City of Fair Oaks Ranch's Wastewater Treatment Plant							
Task	Employee Classification	Principal	Senior Project Manager	Project Engineer	Project Administration Associate	Engineering Technician I	Senior CAD Design Technician	Total Hours	Labor Cost
	Hourly Rate	\$300	\$200	\$145	\$80	\$95	\$165		
1. Project Management		8	16					24	\$5,600.00
2.Site Visits and Meetings		16	16	16				56	\$12,320.00
3. Review the Record Drawings and Analyze the Operational Data			4	4		8		32	\$6,140.00
4. Evaluate to Convert the On-Site Oxidation Ditch into an Aerobic Digester or a Seasonal Holding Basin			4	4		8		16	\$2,140.00
5. Identify a Suitable Treatment Technology to Reduce the Sludge Volume of the WWTP		2	12	12		24		50	\$7,020.00
7. Provide Recommendation and Develop an Engineering Report		2	16	16	8	60	8	110	\$13,780.00
Subtotal for Engineering Services									\$47,000.00
8. Supplemental Engineering Services									\$30,320.00
TOTAL for Engineering Services	Hours	28	68	52	8	100	8	TOTAL	\$77,320.00
	Labor Cost	\$8,400	\$13,600	\$7,540	\$640	\$9,500	\$1,320		

Notes: Does not include pilot or sampling fees

MURFEE ENGINEERING COMPANY, INC.

HOURLY RATE SCHEDULE

Effective October 1st, 2016

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal	\$300
Managing Engineer	\$250
Senior Project Manager	\$200
Project Manager	\$175
Senior Project Engineer	\$160
Project Engineer	\$145
Project Administration Manager	\$160
Project Administration Associate	\$80
Engineering Technician II	\$115
Engineering Technician I	\$95
Senior CAD Design Technician	\$165
CAD Design Technician	\$110
Draftsperson	\$95
Financial Services	\$90
Executive Assistant	\$75
Technical Administrative Assistant	\$85
Administrative Assistant	\$65
Reimbursable Expenses	Cost + 15%

Exhibit "C"

Evidence of Insurance

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/07/2020

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 Marsh Wortham 221 West 6th Street, Suite1400 Austin, TX 78701 512 453-0031		CONTACT NAME: Bonnie Mingle PHONE (A/C, No, Ext): 512 453-0031 FAX (A/C, No): 512 453-0041 E-MAIL ADDRESS: bonnie.mingle@marsh.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Wesco Insurance Company	
		INSURER B : Texas Mutual Insurance Company	
		INSURER C : Technology Insurance Company, Inc	
		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:			65SBAAF3ZB7	02/25/2020	02/25/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			65UECEB9810	02/25/2020	02/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10000			65SBAAF3ZB7	02/25/2020	02/25/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001127998	12/31/2019	12/31/2020	☒ 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)

CERTIFICATE HOLDER City of Fair Oaks Ranch 7286 Dietz Elkhorn Road Fair Oaks Ranch, TX 78015	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh Wortham, a division of Marsh USA Inc. 
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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 12/31/19 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001127998 of Texas Mutual Insurance Company effective on 12/31/19

Issued to: MURFEE ENGINEERING CO INC



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

12/9/19



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or



(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Paragraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

(a) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

(b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or



(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 16, 2020

AGENDA TOPIC: Consideration and possible action for recommendations regarding the selection of benchmark cities to utilize in the market survey phase of the study and recommendations regarding the market level the City would like to compete at and target.

DATE: April 16, 2020

DEPARTMENT: Human Resources & Communications

PRESENTED BY: Joanna Merrill, Director of Human Resources & Communications
Katherine B. Ray, SPHR of Ray Associates, Inc.

INTRODUCTION/BACKGROUND:

During a previous council meeting on March 5, 2020 staff received approval from Council to proceed with authorizing Ray Associates, Inc. to conduct the compensation and benefits study that was approved in the 2019-2020 FY budget. Ray Associates, Inc. has over 40 years of experience providing consulting services for public sector management and policy issues. They are located in Austin, Texas and have extensive experience working with Texas municipalities, Counties and State agencies.

Ray Associates, Inc. has begun their work on this strategic action plan item and staff has received recommendations regarding benchmark cities to utilize for the market study survey phase of the compensation study. They have prepared a matrix for counsel to review utilizing comparative data to assist staff and council in recommending which cities to select.

They have also created a presentation to give council a high-level overview of how this project will progress and information on what is involved. They are also providing a proposed timeline for how we should progress through this process, but are aware that adjustments may need to be made in consideration of obstacles that may come our way due to the COVID-19 pandemic that we are currently facing.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Meets Strategic Action Plan item 5.1.1 – Evaluate and Update Compensation and Benefit Plans inclusive of Exempt/Non-Exempt status
- Will address opportunities to align our current compensation and benefit structures with the market with consideration to outside factors and future growth.
- Meets procurement guidelines.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Monies were allocated in the 2019/20 FY Budget in the amount of \$50,000 to accomplish this Strategic Action Plan item. The proposed contract is for \$48,000, which is under budget by \$2,000.00.

LEGAL ANALYSIS:

None needed at this time.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the recommendations from city staff and Ray Associates, Inc. regarding the selection of benchmark cities and the desired competitive market level which will allow staff and the professional consultant to advance the project.



MEMORANDUM

DATE: April 9, 2020

TO: Members of the City Council and Tobin Maples, City Manager

FROM: Katherine Ray, SPHR

SUBJECT: Benchmark Employers to Use in the City's Market Survey and the City of Fair Oaks Ranch's Desired Position in the Market

This memorandum and its attachment contain Ray Associates' recommendations to the City of Fair Oaks Ranch for benchmarks to use in the market survey phase of the compensation study. We are making recommendations as to the employers to use in the survey.

Process Followed

We prepared a matrix using selected comparative data so the City Council can make an informed decision about the appropriate cities to include in the salary and benefits surveys. The comparative matrix is attached. To evaluate how closely the potential market cities compare to the City of Fair Oaks Ranch, we established a range of tolerance, or low and high parameters, to reflect a closer comparability to Fair Oaks Ranch.

In analyzing other cities' comparability to the City of Fair Oaks Ranch, we placed the greatest emphasis on staff size, population, and operating budget, as well as on whether the other cities also operate an water and wastewater utilities (2.0 points) and geographic proximity to the City of Fair Oaks Ranch (up to 4.0 points if within 35 miles and 2.0 miles if within 75 miles). The parameters used and the number of points assigned to each parameter are shown in the table on the following page. Another factor to which we applied a higher number of points was net tax rate (1.5 points), since the City of Fair Oaks Ranch's tax rate is lower than we typically see in most cities. The following factors were given 1.0 points each: ad valorem taxable value, median household income, median house or condo value, growth rate over the past 9 years, and sales tax revenue similar to that received by Fair Oaks Ranch. Also, City staff asked us to calculate the ratio of FTEs per citizen, and since that is derived by dividing the staff size by population, both of which factors we had given the weight of 2.0, we gave the ratio factor 0.5 points.

No. of Points	Criteria for Weighting Points (Range of Tolerance for Each Factor Considered and Weight Applied)
2.0	Staff size between 50 and 125
2.0	Population between 6,000 and 17,000
0.5	FTEs per citizen between .004 and .018
2.0	Operating budget between \$10 and \$25 million
1.5	If net tax rate is between 0.200000 and 0.500000
1.0	If ad valorem taxable value is between \$90 million and \$2.5 billion
1.0	If 2017 median household income between \$80,000 and \$220,000
1.0	If 2017 house or condo value between \$300,000 and \$900,000
2.0	If city operates water and wastewater utilities
1.0	If city's growth rate is between 25% and 150%
1.0	If city's sales tax revenue is between \$500,000 and \$2 million
2.0 or 4.0	Geographic Proximity: If within 55 miles of Fair Oaks Ranch, 4 points; if within 100 miles, 2.0 points

Ray Associates' Recommendation for Benchmark Cities to Survey

Ray Associates' contract with the City of Fair Oaks Ranch calls for surveying up to 40 of the City's jobs using 10-12 cities. After the weights were applied and totaled (see the attached matrix), the following cities clearly had the highest comparability scores (listed in the order of their comparability):

1. City of Alamo Heights
2. City of Live Oak
3. City of Helotes
4. City of Trophy Club
5. City of Boerne
6. City of Marble Falls
7. City of Leon Valley

8. City of Cibolo
9. City of Fredericksburg
10. City of West University Place

These 10 cities' weighted likeness scores totaled between 18 and 9.5 of a possible maximum 19.0 points, using the weights listed in the table on page 2. If a city met the criteria parameters, the cell containing the data is highlighted in light blue on the attached matrix. The only exception to this is for cities in closest proximity to the City of Fair Oaks Ranch. We considered geographic proximity sufficiently important, that those cities located within 35 miles were given 4 points (cells highlighted in red), considering them to be in commuting distance, and cities within 75 miles (cells highlighted in blue) were given 2 points, as not completely out of range for a commute. The points applicable to each colored cell were totaled for each city, and the total points of comparability are reflected in the second column (Total Score). The cities listed in the attached matrix are arranged in score order, and the 10 cities receiving the highest point scores are indicated with a check mark in the column headed "Ray Assoc. Recommends" (third column from the left).

We consider this to be a good mix of employers for comparison of salaries and benefits with the City of Fair Oaks Ranch. Some of these cities are a smaller, and others are larger, with other factors making them the cities most like the City of Fair Oaks Ranch and, therefore, the cities in which we are most likely to find matches for the City of Fair Oaks Ranch's jobs.

In the Council's consideration of two additional cities to survey, and/or replacement of one or more cities in the top 10, we offer the following:

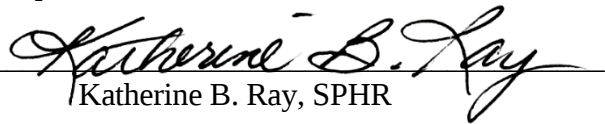
- You should consider replacing the City of West University Place with the City of San Antonio, since you are in such close proximity to San Antonio. We recognize that the City of San Antonio is huge by comparison to the City of Fair Oaks Ranch, but their being so close to you makes them a direct competitor and makes it highly desirable to know what they are paying. And, since compensation studies focus on the median (middle case, where half of the cities pay more and half pay less) or other percentiles, a very high or very low payer does not distort the data like it would if we were focusing on the average. We suspect San Antonio would not consistently be the highest payer in this market, but even if it were, it would not make a significant difference. We typically see a cluster of cities in the middle of the market, all paying very similar wages, then some outliers at the top and bottom. We encourage you to consider this change.

The survey will be conducted electronically, with each participant given a password that will allow them to go on-line and complete and submit their data. To ensure accurate matches, we will utilize summaries of the duties and responsibilities of each City of Fair Oaks Ranch benchmark job, as well as the qualifications required to hold the job.

Action Requested

1. Ray Associates requests authorization to proceed with the market survey, using either the recommended list of 10 benchmark employers, or an amended list where other employers have been substituted for some of the ones on this recommended list, and/or two additional cities have been added to the list. Again, we suggest you replace the City of West University Place with the City of San Antonio. We contracted to include up to 12 employers in the surveys.
2. In addition, we would like to hear the Mayor's and Members of the City Council's thoughts on the desired compensation philosophy for the City of Fair Oaks Ranch. That is to say, at what level does the City of Fair Oaks Ranch want to compete in the selected market? Does the City want to lead the market, and if so by how much? Does the City want to meet the market (paying at or near the 50th percentile, with half of the cities paying more and half paying less)? Or does the City want to trail the market (paying below mid-market), and if so, by how much?

Thank you for the opportunity to work with you and the City of Fair Oaks Ranch staff on this engagement. Our firm looks forward to a positive experience.


Katherine B. Ray, SPHR

KBR:cc

Attachment: Matrix Showing How the City of Fair Oaks Ranch Compares with Other Cities for the 2020 Salary Survey

Matrix Showing How the City of Fair Oaks Ranch Compares with Other Cities for 2020 Salary and Benefits Surveys

Potential Comparable City	Total Score	Ray Assoc. Recommends	Staff Size ³	Population at 1-1-2019 ¹	FTEs per Citizen	FY 2019-2020 Operating Budget ³	2020 Gross Tax Rate ²	Net Ad Valorem Taxable Value ²	Median Household Income - 2017 ⁴	Median House or Condo Value - 2017 ⁴	Operate W/WW Utility? ²	Growth Rate (2010-2019) ²	2019 Sales Tax Revenue ³	Geographic Proximity ⁶ (Miles)
Fair Oaks Ranch	19.0	√	74.0	9,182	0.0081	\$15,049,226	0.3735000	\$1,652,879,019	\$140,901	\$603,162	W/WW	53.4%	\$877,360	0.0
Alamo Heights	18.0	√	100.0	8,318	0.0120	\$17,469,604	0.3864390	\$1,872,074,108	\$91,434	\$450,867	W/WW	18.3%	\$1,780,113	27.3
Live Oak	15.0	√	118.0	16,084	0.0073	\$23,807,216	0.4146860	\$1,482,497,427	\$68,106	\$162,107	W/WW	22.5%	\$9,755,621	33.2
Helotes	14.0	√	81.0	10,124	0.0080	\$8,315,115	0.3500000	\$1,113,533,390	\$108,767	\$344,282	SAWS provides	37.9%	\$5,388,567	18.5
Leon Valley	13.5	√	115.5 in 2018	11,471	0.0101	\$15,900,446 in 2018	0.5458770	\$1,011,854,297	\$69,371	\$194,439	W/WW	13.0%	\$3,381,326	22.8
Trophy Club	13.0	√	77.0	14,169	0.0054	\$11,300,000	0.4464420	\$2,093,689,576	\$137,097	\$390,189	Provided by MUD	76.6%	\$1,758,200	275.7
Boerne	12.0	√	279.0	16,892	0.0165	\$69,434,186	0.4720000	\$2,020,542,879	\$62,293	\$249,447	W/WW	61.3%	\$7,790,321	11.1
Marble Falls	11.5	√	123.5	7,125	0.0173	\$12,107,631	0.6150000	\$932,174,367	\$45,791	\$168,216	W/WW	17.2%	\$9,520,123	71.0
Cibolo	9.0	√	164.0	31,066	0.0053	\$26,203,694	0.4674000	\$2,199,923,073	\$81,358	\$276,930	W/WW	58.7%	\$3,292,401	37.4
Fredericksburg	9.0	√	162.0	11,529	0.0141	\$53,519,822	0.2272840	\$2,287,111,318	\$47,861	\$201,638	W/WW	9.5%	\$6,119,961	50.5
West University Place	9.0	√	128.0	15,851	0.0081	\$30,930,485	0.3092100	\$6,521,579,459	\$179,965	\$765,435	W/WW	7.2%	\$1,221,643	221.9
Granbury	7.5		210.0	10,524	0.0200	\$42,047,945	0.3993850	\$1,489,810,527	\$53,312	\$186,144	W/WW	31.9%	\$8,920,945	210.3
Lakeway	7.5		134 in 2017	15,827	0.0085	\$17,544,327 in 2017	0.1645000	\$4,696,749,826	\$135,387	\$570,510	Provided by 3 MUDs	38.9%	\$4,777,688	78.8
San Antonio	6.5		13,881.0	1,544,672	0.0090	\$2,207,000,000	0.5582700	\$121,060,858,843	\$50,044	\$148,200	W/WW	16.4%	\$370,289,322	27.0

Matrix Showing How the City of Fair Oaks Ranch Compares with Other Cities for 2020 Salary and Benefits Surveys

Potential Comparable City	Total Score	Ray Assoc. Recommends	Staff Size ³	Population at 1-1-2019 ¹	FTEs per Citizen	FY 2019-2020 Operating Budget ³	2020 Gross Tax Rate ²	Net Ad Valorem Taxable Value ²	Median Household Income - 2017 ⁴	Median House or Condo Value - 2017 ⁴	Operate W/WW Utility? ²	Growth Rate (2010-2019) ²	2019 Sales Tax Revenue ³	Geographic Proximity ⁶ (Miles)
Hutto	6.0		Data not available	24,809	Data not available	\$24,065,827	0.6313000	\$2,083,509,882	\$71,818	\$204,980	W/WW	68.8%	\$5,745,095	107.9
Southlake	6.0		424.0	31,797	0.0133	\$104,783,196	0.4470000	\$7,770,165,162	\$185,312	\$709,073	W/WW	19.7%	\$287,177,969	278.3
Fulshear	5.5		62.0	12,255	0.0051	\$32,763,889	0.1625100	\$1,510,578,186	\$63,155	\$228,260	Billing only	980.7%	\$3,569,695	192.6
Kerrville	5.5		325.0	24,225	0.0134	\$58,800,000	0.5400000	\$2,232,257,274	\$47,577	\$188,579	W/WW	8.4%	\$10,919,414	70.4

¹ Texas Demographic Center, 2010 Census Population Estimate & Population Growth Estimates 2010-2019.

² TML, 2020 Tax & Debt Survey [If not listed, then Comptroller's Office (Tax and value), or city website (services)]. (NOTE: Cibolo, Fulshear, Heath, Helotes, Lakeway, Leon Valley, Marble Falls, & Southlake did not report to TML, so data is for 2018, not 2020 (most current from Tx Comptroller))

³ Obtained from cities directly by phone or email or from their website. FY 2019 - 2020 expenditure budget (excludes capital projects; includes debt service and enterprise funds).

⁴ www.city-data.com. Data effective 2017. If not listed in city-data, checked city website; if not on website, contacted city directly.

⁶ www.google.com

Criteria satisfied	Criteria satisfied
Located within 35 miles of Fair Oaks Ranch	Located within 35 miles of Fair Oaks Ranch
√	Recommended by Ray Associates, Inc.

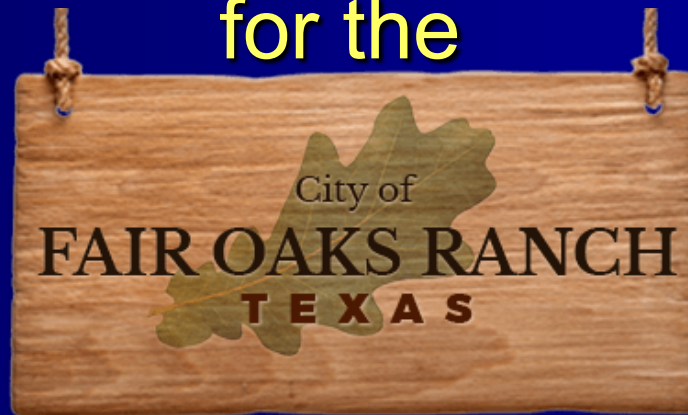
No. of Points	Criteria for Points (Range of Tolerance for Each Factor Considered)
2.0	Staff size between 50 and 125 FTEs
2.0	Population between 6,000 and 17,000
0.5	FTEs per citizen between .004 and .018
2.0	Operating budget between \$10 and \$25 Million
1.5	If net tax rate is between 0.200000 and 0.500000
1.0	If ad valorem taxable value between \$90 million and \$2.5 billion
1.0	If median household income between \$80,000 and \$220,000
1.0	If median house or condo value between \$300,000 and \$900,000
2.0	If city operates a water & wastewater utility, 2 points
1.0	If city's growth rate between 25% and 150% , 1 point
1.0	If city's sales tax revenue between \$500,000 and \$2 million, 1.0 point
2 or 4	Geographic Proximity - 4 points if w/i 35 miles; 2 if w/in 75 miles of Fair Oaks Ranch



ay Associates, Inc.
Resource Management and Leadership Strategies

City Council Presentation Comprehensive Classification and Compensation Study

for the



April 16, 2020



Ray Associates' Experience





Ray Associates has *successfully completed* similar projects for many other Texas cities, including:

- City of Bastrop
- City of Boerne
- City of Brenham
- City of Coppell
- City of Corinth
- City of Fate
- City of Fredericksburg
- City of Lampasas
- City of Liberty Hill
- City of Seguin



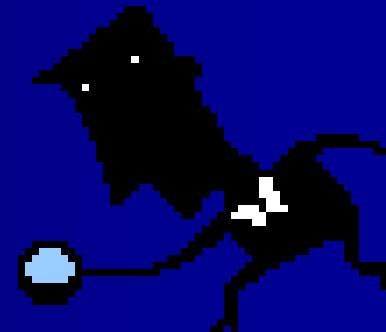


Ray Associates will conduct a comprehensive classification & compensation study, which will include:

- Work with the Council and key management staff to identify cities with whom the City of Fair Oaks Ranch should compete;
- Compare the City's salaries and benefits (total compensation) with those at other similar cities;
- Train three city employees (2 in HR and 1 in Finance) to use Ray Associates' Point Factor Job Analysis System© to analyze the internal equity relationships between and among city employees;
- Combine the internal equity and market competitiveness data to create and recommend a new compensation plan, training one or two city employees to perform this function also;
- Calculate the cost to the city, if any, to implement the new plan; and
- Provide the City with Procedures for Administering and Maintaining the Classification and Compensation Plans.



A detailed look at the duties, responsibilities, and qualifications associated with each City of Fair Oaks Ranch job to determine its proper title and its relationship to other jobs within the City. A Point Factor Job Analysis System© (industry standard) is used to determine these internal equity relationships.





*What is a
Compensation
Study?*

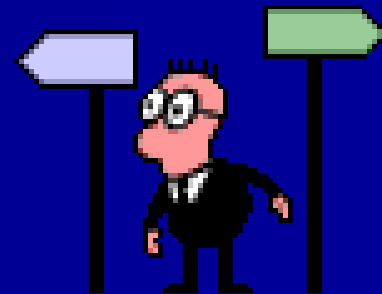
The compensation part of the study is separate from the classification process:

- Compare the City's jobs against similar jobs in the City's market.
- Up to 40 City of Fair Oaks Ranch jobs compared for salaries.
- Analyze benefits, also a part of the compensation package, for competitiveness.



A group of up to 12 “benchmark” cities who:

- Have a number of characteristics in common with the City of Fair Oaks Ranch,
- Have jobs that are similar to those at the City of Fair Oaks Ranch, and/or
- With whom the City either competes, or should be expected to be able to compete, for qualified employees.





Ray Associates has prepared a comparative matrix of 20 potential market cities, including the following factors:

- Staff Size
- Population
- FTEs per citizen
- Operating Budget (including enterprise funds, but excluding capital outlay)
- 2020 Gross Tax Rate
- Net Ad Valorem Taxable Value
- Median Household Income
- Median House or Condo Value
- Whether the City Operates a Water & Wastewater Utility
- The City's Growth Rate Between 2010 and 2019
- 2019 Sales Tax Revenue
- Geographic Proximity to Fair Oaks Ranch



Employee Input

Interview Requested: Yes ☐ No ☐

Job Analysis Questionnaire

SECTION I - IDENTIFYING INFORMATION

A. Name _____
(Last) (First) (Middle Initial)

B. Current Classification Title _____

C. Requested/Proposed Classification Title _____

D. Department _____

E. Total Length of Time with Organization: Years _____ Months _____

F. Length of Time in Current Classification: Years _____ Months _____

G. Assigned Work Hours: From _____ To _____

H. Name of Immediate Supervisor _____

I. Classification Title of Immediate Supervisor _____

J. Organization: In the space below, please draw an organizational chart showing to whom you report, and who reports to you (please include job titles):

Example:

```
graph TD
    A["John Doe  
Department Supervisor"] --> B["YOU"]
    B --> C["4 accounting clerks  
(employees that you supervise)"]
```

Your Chart:

```
graph TD
    D[" "] --> E["YOU"]
```

SECTION II - PURPOSE OF THE POSITION

Briefly describe the major purpose(s) or objective(s) of your position, as you understand it:



Benefits and Other Information

1. Please explain the organization's **health insurance** or self-insurance program.

A. What type(s) of medical program are offered by your organization? (check all that apply)

HMO _____ Self-insurance _____
PPO _____ Indemnity plan _____

B. Cost to the organization per employee for the health program per month? \$ _____

C. Employee premium (if not fully paid by organization)? _____

Dependent premium? (Please indicate the premium amount for children, spouses, and families, if applicable, and the portion paid by the employee and the organization.)

D. Deductible? (per year) \$ _____ per person
How much is the employee's co-pay? \$ _____ per visit

Maximum lifetime benefit? _____



External Competitiveness/Salary Survey, Cont'd.

Ray Associates will:

- ✓ Average and how City's salary compares to it;
- ✓ Median (Both Entry & Maximum) and how City's salary compares to both; and
- ✓ Target Market Position (if Council chooses to compete at a level other than the median), as well as how the City's salary compares to the target market percentile, if different from median.

SALARY SURVEY

Instructions: Below are job summaries for 20 jobs. For each job for which your organization has a comparable job, we are requesting two types of information: (1) the salary range for the pay grade to which this job is assigned in your pay plan, if applicable (include the entry level and the maximum allowable salary); and (2) the actual salary currently being paid to the individual in the job. Please provide the annual, daily, or hourly salary, as appropriate. If there is more than one person in the job, and different salaries apply, please list the lowest and highest salaries currently being paid to persons in the job. If you have a formal pay plan/job chart, you may answer #1) by simply noting the pay grade number and attaching a copy of your pay plan.

Requesting Entity: _____ Person completing survey: _____

Address: _____ Title: _____

ADMINISTRATIVE, MANAGEMENT, AND TECHNICAL JOBS

FINANCE DIRECTOR - Supervisory. Reports to Controller. Supervises and controls internal accounting functions and personnel, including general ledger, accounts, account reconciliations, accounts receivable, accounts payable, and payroll; reviews the monthly preparation and distribution of financial statements; maintains knowledge of requirements for compliance with current regulations developed by Financial Accounting Standards Board (FASB), Governmental Accounting Standards Board (GASB), etc.; interprets and implements accounting requirements related to changes and/or additions to accounting principles; and prepares and submits Comprehensive Annual Financial Report (CAFR) for selected self-insurance funds. Reviews and implements internal accounting system and controls; prepares and submits work and status reports and detailed reports to various boards and committees; directs and supervises the activities of the internal auditors and their staff; serves as staff liaison for questions and discussion between supervisory management and outside auditors; performs final review of monthly general ledger; account reconciliations, quarterly and annual payroll tax reports, and prepares organizations tax returns and other important financial forms. Works closely with Controller regarding contract and special financial projects, audits and reviews all financial statements, including consolidated financial statements, and submits them to the Board of Directors. Supervises organizations as specified in various confederations, and works in compliance with preparation of stated budget. Requires bachelor's degree in accounting, plus at least five years of experience, and registration as Certified Public Accountant (CPA).

Current Actual Salary(s): Low \$ _____ High \$ _____ Your job title (if different): _____

Entry Pay of Salary Range \$ _____ Minimum Pay of Salary Range \$ _____

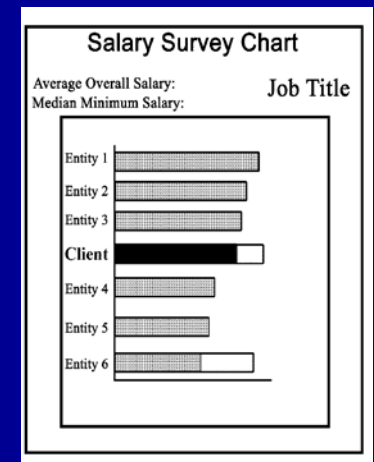
☐ Hourly basis ☐ Daily, but not a time responsibility ☐ Daily, but not a time responsibility ☐ Monthly

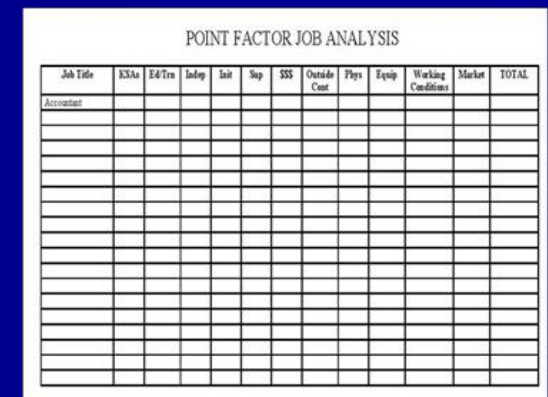
STAFF ACCOUNTANT - Non-supervisory. Records and controls transactions into general ledger and maintains records; prepares monthly financial statements; reconciles accounts receivable and payable transactions into general ledger; prepares monthly financial statements; reconciles accounts receivable and payable transactions into general ledger; maintains general ledger and controls intercompany accounts. Records quarterly general ledger transactions for various internal and non-related clients; prepares financial statements and work transfer funds for all funds and controls all outgoing wire transfers. Records primary transactions in general ledger; prepares expenditures and reconciles data on all grant management system, activity, accounts receivable, and insurance payable. Verifies income reconciliation and year-end calculations. Reconciles accounts receivable, payable, and other items to the general ledger. Performs bank account reconciliation, grant, county, judicial education fund, Landmark Foundation, and CSEA. Performs an annual audit of grant accounting transactions on a quarterly basis for accuracy and compliance with grant conditions and prepare audit findings report. May assist in issuing grant award statements. Requires bachelor's degree in accounting, plus at least three years of related experience including one year of internship experience.

Current Actual Salary(s): Low \$ _____ High \$ _____ Your job title (if different): _____

Entry Pay of Salary Range \$ _____ Minimum Pay of Salary Range \$ _____

☐ Hourly basis ☐ Daily, but not a time responsibility ☐ Daily, but not a time responsibility ☐ Monthly







Very market-based system (11th Factor = Market):

- Both *actual* salary data and salary *range* data used for placement of each job on pay schedule.
- Internal equity will be reviewed by Ray Associates; can adjust scores to accommodate market if needed.
- Jobs in the same “job family” for which we were unable to obtain at least three matches are then adjusted proportionately. Result:
 - ✓ Ensures internal equity as well as market competitiveness for all jobs in the job families included in the survey.
 - ✓ All jobs tied to market (either because comparable data was obtained in survey or in a “job family” with one or more jobs in survey)

SAMPLE STEP PAY SCHEDULE

Pay Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	11,252.80	11,534.12	11,822.47	12,118.03	12,420.99	12,731.51	13,049.80
2	11,822.47	12,118.03	12,420.99	12,731.51	13,049.80	13,376.04	13,710.44
3	12,420.99	12,731.51	13,049.80	13,376.04	13,710.44	14,053.21	14,404.54
4	13,049.80	13,376.04	13,710.44	14,053.21	14,404.54	14,764.65	15,133.76
5	13,710.44	14,053.21	14,404.54	14,764.65	15,133.76	15,512.11	15,899.91



What are “job families”?

Logical groupings of jobs that have some relationship to one another in the market, such as:

- Police 
- Administrative/Clerical 
- Information Technology 
- Skilled Trades 
- Labor 
- Etc., Etc.



- Ray Associates will create a new pay schedule/structure for the City;
- Then we will place all City jobs on the new pay schedule based on market data and internal equity *[One or two City employees will come to Austin for one full day to learn how to place the jobs on the pay schedule];*
- Take into account both internal equity and market competitiveness;
- Prepare Transition Cost Schedule, migrating each employee from current pay structure to new one; and
- Calculate the cost to the City, by employee, by department, and citywide.



What happens if someone's salary is (1) below market, (2) above market, or (3) within the market range but not appropriate for the employee's background, credentials, tenure, and performance? **(Adjustments under #1 and #3 are subject to funding availability and may require delayed implementation.)**

1. Below market (paid less than what should be the *entry* salary of the pay range in which the job is placed – *green circled*):
 - Adjust salary upward to entry level of the pay range
2. Above market (paid more than what should be the *maximum* salary of the pay range in which the job is placed – *red circled*):
 - “Red circle” or freeze the employee's salary until pay schedule adjustments place the salary once again within the range
3. Within range but not appropriate for the specific employee:
 - Adjust salary to appropriate point on pay range (up to mid-point), if funding permits.



Comprehensive Benefits Study

- How standby, on-call, work is paid and departmental variances.
- Certification and education pay.
- Any other special incentive pay.

Benefits and Other Information

1. Please explain the organization's health insurance or self-insurance program:
 - A. What type(s) of medical program are offered by your organization? (check all that apply)
HMO _____ Self-insurance _____
PPO _____ Indemnity plan _____
 - B. Cost to the organization per employee for the health program per month? \$ _____
 - C. Employee premium (if not fully paid by organization)?
Dependent premium? (Please indicate the premium amount for children, spouses, and families, if applicable, and the portion paid by the employee and the organization.)
 - D. Deductible? (per year) \$ _____ per person
How much is the employee's co-pay? \$ _____ per visit
Maximum lifetime benefit?



Comprehensive Benefits Study, Cont'd.

- Compares the individual components of the city's benefits package with those of the other cities in the market, and
- Identifies any gaps between the market and the City of Fair Oaks Ranch's benefits plan.

- Overall competitiveness of the City's benefits package;
- How each benefits offering stacks up against the market; and
- Consideration of future changes in the City's benefits.



April

Meet with City Council to select market cities
Hold employee briefings

May

Employee interviews
City summarizes jobs; contact cities for surveys

Late May

Distribute both salary and benefits surveys;
Train City in Point Factor Scoring and City begins
Point Factor Scoring of jobs

June

Ray Associates receives data on salaries and benefits

Late June

Analyze data; prepare charts; City continues scoring
jobs for internal equity





Early July

Job Placements; prepare preliminary Transition
Cost Schedule

“Red Flag” telephone review with management

Mid-July

Prepare report and present to City Council



Matrix Showing How the City of Fair Oaks Ranch Compares with Other Cities for 2020 Salary and Benefits Surveys

Potential Comparable City	Total Score	Ray Assoc. Recommends	Staff Size ³	Population at 1-1-2019 ¹	FTEs per Citizen	FY 2019-2020 Operating Budget ³	2020 Gross Tax Rate ²	Net Ad Valorem Taxable Value ¹	Median Household Income - 2017 ⁴	Median House or Condo Value - 2017 ⁴	Operate W/WW Utility? ²	Growth Rate (2010-2019) ²	2019 Sales Tax Revenue ³	Geographic Proximity ⁵ (Miles)
Fair Oaks Ranch	19.0	✓	74.0	9,182	0.0081	\$15,049,226	0.3735000	\$1,652,879,019	\$140,901	\$603,162	W/WW	53.4%	\$877,360	0.0
Alamo Heights	18.0	✓	100.0	8,318	0.0120	\$17,469,604	0.3864390	\$1,872,074,108	\$91,434	\$450,867	W/WW	18.3%	\$1,780,113	27.3
Live Oak	15.0	✓	118.0	16,084	0.0073	\$23,807,216	0.4146860	\$1,482,497,427	\$68,106	\$162,107	W/WW	22.5%	\$9,755,621	33.2
Helotes	14.0	✓	81.0	10,124	0.0080	\$8,315,115	0.3500000	\$1,113,533,390	\$108,767	\$344,282	SAWS provides	37.9%	\$5,388,567	18.5
Leon Valley	13.5	✓	115.5 in 2018	11,471	0.0101	\$15,900,446 in 2018	0.5458770	\$1,011,854,297	\$69,371	\$194,439	W/WW	13.0%	\$3,381,326	22.8
Trophy Club	13.0	✓	77.0	14,169	0.0054	\$11,300,000	0.4464420	\$2,093,689,576	\$137,097	\$390,189	Provided by MUD	76.6%	\$1,758,200	275.7
Boerne	12.0	✓	279.0	16,892	0.0165	\$69,434,186	0.4720000	\$2,020,542,879	\$62,293	\$249,447	W/WW	61.3%	\$7,790,321	11.1
Marble Falls	11.5	✓	123.5	7,125	0.0173	\$12,107,631	0.6150000	\$932,174,367	\$45,791	\$168,216	W/WW	17.2%	\$9,520,123	71.0
Cibolo	9.0	✓	164.0	31,066	0.0053	\$26,203,694	0.4674000	\$2,199,923,073	\$81,358	\$276,930	W/WW	58.7%	\$3,292,401	37.4
Fredericksburg	9.0	✓	162.0	11,529	0.0141	\$53,519,822	0.2272840	\$2,287,111,318	\$47,861	\$201,638	W/WW	9.5%	\$6,119,961	50.5
West University Place	9.0	✓	128.0	15,851	0.0081	\$30,930,485	0.3092100	\$6,521,579,459	\$179,965	\$765,435	W/WW	7.2%	\$1,221,643	221.9
Granbury	7.5		210.0	10,524	0.0200	\$42,047,945	0.3993850	\$1,489,810,527	\$53,312	\$186,144	W/WW	31.9%	\$8,920,945	210.3
Lakeway	7.5		134 in 2017	15,827	0.0085	\$17,544,327 in 2017	0.1645000	\$4,696,749,826	\$135,387	\$570,510	Provided by 3 MUDs	38.9%	\$4,777,688	78.8
San Antonio	6.5		13,881.0	1,544,672	0.0090	\$2,207,000,000	0.5582700	\$121,060,858,843	\$50,044	\$148,200	W/WW	16.4%	\$370,289,322	27.0



Matrix Showing How the City of Fair Oaks Ranch Compares with Other Cities for 2020 Salary and Benefits Surveys

Potential Comparable City	Total Score	Ray Assoc. Recommends	Staff Size ³	Population at 1-1-2019 ¹	FTEs per Citizen	FY 2019-2020 Operating Budget ³	2020 Gross Tax Rate ²	Net Ad Valorem Taxable Value ²	Median Household Income - 2017 ⁴	Median House or Condo Value - 2017 ⁴	Operate W/WW Utility? ²	Growth Rate (2010-2019) ²	2019 Sales Tax Revenue ³	Geographic Proximity ⁶ (Miles)
Hutto	6.0		Data not available	24,809	Data not available	\$24,065,827	0.6313000	\$2,083,509,882	\$71,818	\$204,980	W/WW	68.8%	\$5,745,095	107.9
Southlake	6.0		424.0	31,797	0.0133	\$104,783,196	0.4470000	\$7,770,165,162	\$185,312	\$709,073	W/WW	19.7%	\$287,177,969	278.3
Fulshear	5.5		62.0	12,255	0.0051	\$32,763,889	0.1625100	\$1,510,578,186	\$63,155	\$228,260	Billing only	980.7%	\$3,569,695	192.6
Kerrville	5.5		325.0	24,225	0.0134	\$58,800,000	0.5400000	\$2,232,257,274	\$47,577	\$188,579	W/WW	8.4%	\$10,919,414	70.4

¹ Texas Demographic Center, 2010 Census Population Estimate & Population Growth Estimates 2010-2019.

² TML, 2020 Tax & Debt Survey [If not listed, then Comptroller's Office (Tax and value), or city website (services)]. (NOTE: Cibola, Fulshear, Heath, Helotes, Lakeway, Leon Valley, Marble Falls, & Southlake did not report to TML, so data is for 2018, not 2020 (most current from Tx Comptroller)

³ Obtained from cities directly by phone or email or from their website. FY 2019 - 2020 expenditure budget (excludes capital projects; includes debt service and enterprise funds).

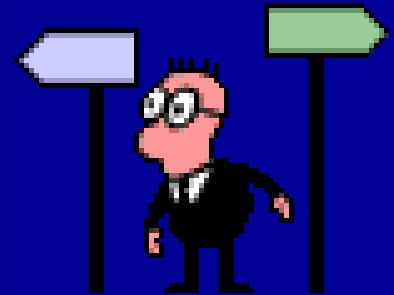
⁴ www.city-data.com, Data effective 2017. If not listed in city-data, checked city website; if not on website, contacted city directly.

⁵ www.google.com

	Criteria satisfied
	Located within 35 miles of Fair Oaks Ranch
√	Recommended by Ray Associates, Inc.

No. of Points	Criteria for Points (Range of Tolerance for Each Factor Considered)
2.0	Staff size between 50 and 125 FTEs
2.0	Population between 6,000 and 17,000
0.5	FTEs per citizen between .004 and .018
2.0	Operating budget between \$10 and \$25 Million
1.5	If net tax rate is between 0.200000 and 0.500000
1.0	If ad valorem taxable value between \$90 million and \$2.5 billion
1.0	If median household income between \$80,000 and \$220,000
1.0	If median house or condo value between \$300,000 and \$900,000
2.0	If city operates a water & wastewater utility, 2 points
1.0	If city's growth rate between 25% and 150% , 1 point
1.0	If city's sales tax revenue between \$500,000 and \$2 million, 1.0 point
2 or 4	Geographic Proximity - 4 points if w/ 35 miles; 2 if w/in 75 miles of Fair Oaks Ranch

Questions for Me?







CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
April 16, 2020

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

DATE: April 16, 2020

DEPARTMENT: City Council

PRESENTED BY: Mayor Manitzas

INTRODUCTION/BACKGROUND:

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

In the following several weeks both Governor Abbott and Bexar County Judge Wolff issued multiple follow up Executive Orders. As higher level governmental authorities, their orders automatically take precedence over the city's orders.

At this point we are presenting the Ordinance to the City Council again to discuss and determine necessary safety measures for its residents and city staff. The Ordinance has been amended by our City Attorney to conform to the Executive Orders issued by both the Governor and the Bexar County Judge since the Council adopted our Ordinance. We will be asking City Council to discuss the Ordinance and extend it to May 7, 2020.

Structural changes since the last approved Ordinance are all in Exhibit A and include:

- References to definitions of essential versus non-essential businesses (Section 1)
- Elimination of home solicitation (Section 3)
- Suggestion to self-quarantine when returning from "hot spots" (Section 5)
- Closure of golf courses, tennis courts and driving ranges (Section 6 c)
- Guidance on religious services (Section 6 f)
- Added authority to respond to evolving circumstances (Section 19)
- Added language regarding relationship between Governor/County Judge/City Council orders (Section 20)

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

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

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

TBD

LEGAL ANALYSIS:

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

RECOMMENDATION/PROPOSED MOTION:

I move to approve an Ordinance extending the Declaration of Local Disaster to May 7, 2020; and establishing rules and regulations for the duration of the disaster and restricting certain activities as discussed.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH AMENDING ORDINANCE 2020-06; EXTENDING A DECLARATION OF LOCAL DISASTER; AMENDING THE RULES AND REGULATIONS FOR THE DURATION OF THE DISASTER; RESTRICTING CERTAIN ACTIVITIES; ESTABLISHING PENALTIES FOR VIOLATIONS; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY; FIRST AND FINAL READING

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

WHEREAS, on January 30, 2020, the World Health Organization (WHO) Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, to date, there have been 13,906 confirmed positive cases in Texas; and

WHEREAS, by Monday April 13, 2020, the pandemic had infected nearly 1,904,566 people around the world and killed over 118,500. 576,695 cases have been confirmed in the United States.

WHEREAS, the virus is characterized by mild symptoms including a runny nose, sore throat, cough and fever, similar to the influenza where in severe cases it can lead to pneumonia or breathing difficulties according to WHO; and

WHEREAS, those with these symptoms who have traveled to or been in contact with an individual who has traveled to a country that has coronavirus in the last two weeks are urged to see their physician; and

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

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

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

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

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

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

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

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

WHEREAS, on March 16, 2020, the Mayor made a Declaration of Public Health Emergency, and further declared all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident; and

WHEREAS, the Mayor, under the Texas Disaster Act of 1975, has authorized the use of all available resources of state government and political subdivisions to assist in the City's response to this situation; and

WHEREAS, the Mayor has determined that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be infected or impacted by COVID-19; and

WHEREAS, the Fair Oaks Ranch City Council, on March 19, 2020 approved Ordinance 2020-05 extending the Mayor's declaration of local disaster until April 16, 2020, and affirmed and amended said ordinance by the adoption of Ordinance 2020-06 on March 24, 2020, and hereby affirm and further amend all prior actions through the adoption of this Ordinance 2020-08.

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

- Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2. That the local state of disaster and public health emergency as declared by Mayor Garry Manitzas for the City of Fair Oaks Ranch pursuant to §418.108(a) of the Texas Government Code, and as renewed and extended until April 16, 2020 by the Fair Oaks Ranch City Council through the adoption of Ordinance 2020-05 and Ordinance 2020-06 pursuant to §418.108(b) of the Government Code, is hereby superseded and amended, including all rules and regulation attached hereto as Exhibit A, until such expires at 11:59 P.M. on May 7, 2020, unless earlier repealed or extended by the City Council.
- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of

disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Fair Oaks Ranch emergency management plan.
- Section 5. Pursuant to §122.006 of the Health and Safety Code, this declaration authorizes the City to take any actions necessary to promote health and suppress disease, including quarantine, examining and regulating hospitals, regulating ingress and egress from the City, and fining those who do not comply with the City's rules.
- Section 6. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein.
- Section 7. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 8. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 9. Pursuant to Article III; Section F - Legislation by Ordinance. If the City Council, by a vote of not less than two-thirds of the members present at the April 16, 2020 City Council meeting at which this ordinance is introduced, determines that an emergency exists related to public health or safety that requires immediate action, such ordinance may be voted upon and rejected or adopted at the meeting.
- Section 10. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Section 11. Should Governor Abbott lift the statewide disaster orders now in place prior to the date of expiration stated herein, this ordinance shall no longer be subject to enforcement by the City and shall be repealed by the City Council at the first legally posted meeting thereafter.
- Section 12. This Ordinance shall be in force and effect from and after its final passage.

PASSED, ADOPTED, AND APPROVED the 16th day of April, 2020 on one reading as an emergency measure pursuant to City charter Section 3.06 F. 4.

AFFIRMED if necessary on this 7th day of May, 2020.

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

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

EXHIBIT A
LOCAL DISASTER RULES AND REGULATIONS REGARDING PUBLIC AND PRIVATE GATHERINGS

Section 1. Stay at Home; Social Distancing Requirement; and Essential Businesses and Operations

1. **Stay at home or place of residence.** With exceptions as outlined below, all individuals currently living within the City of Fair Oaks Ranch are ordered to stay home or at their place of residence except as allowed in this Emergency Order, consistent with Governor Abbott's GA-14. To the extent individuals are using shared or outdoor spaces when outside their residence, they must at all times and as reasonably possible maintain Social Distancing Requirements set forth herein. All persons may leave their homes or place of residence only for Essential Activities, Essential Governmental Functions, or to operate Essential Businesses and Operations all as defined below.

Individuals experiencing homelessness are exempt from this directive, but are strongly urged to obtain shelter. Individuals whose residences are unsafe or become unsafe, such as victims of domestic violence, are permitted and urged to leave their homes and stay at a safe alternative location. For purposes of this Emergency Order, homes or residences include hotels, motels, and shared rental units, shelters, and similar facilities.

Where there is a conflict between this order as it relates to essential versus non-essential and the definitions listed by CISA and TDEM referenced by GA-14 at the links below, the interpretation of the Office of the Governor shall control:

<http://tdem.texas.gov/essentialservices/>

[https://www.cisa.gov/sites/default/files/publications/CISA_Guidance_on_the_Essential Critical Infrastructure Workforce Version 2.0 Updated.pdf](https://www.cisa.gov/sites/default/files/publications/CISA_Guidance_on_the_Essential_Critical_Infrastructure_Workforce_Version_2.0_Updated.pdf)

2. **Non-essential business and operations must cease.** All businesses and operations in Fair Oaks Ranch, except Essential Businesses and Operations as defined below, are required to cease all activities within the City except Minimum Basic Operations, as defined below. For clarity, businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home).

All Essential Businesses and Operations are encouraged to remain open. To the greatest extent possible, Essential Businesses and Operations shall comply with Social Distancing Requirements as defined herein, including by maintaining six-foot social distancing for both employees and members of the public at all times, including, but not limited to, when any customers are standing in line.

3. **Prohibited activities.** All public and private gatherings of any number of people occurring outside a single household or living unit are prohibited, except for the limited purposes permitted by this Emergency Order. Pursuant to current guidance from the CDC, any gathering of more than **ten** people is prohibited unless exempted by this Emergency Order.

Nothing in this Emergency Order prohibits the gathering of members of a household or residence.

All places of public amusement, whether indoors or outdoors, including but not limited to, locations with amusement rides, carnivals, amusement parks, water parks, aquariums, zoos, museums, arcades, fairs, children's play centers, playgrounds, funplexes, theme parks, bowling alleys, movie theaters, concert and music halls, and country clubs or social clubs shall be closed to the public. Members of Fair Oaks Ranch Homeowners Association (FORHA) will continue to have access to that association's parks and trails. FORHA has blocked off playground equipment and it should not be used.

All home solicitation shall cease and any existing home solicitation permits are hereby terminated.

This Emergency Order amends and supersedes the Emergency Order extended by Ordinance 2020-06.

4. **Prohibited and permitted travel.** All travel, including, but not limited to, travel by automobile, motorcycle, scooter, bicycle, golf carts, train, plane, or public transit, except Essential Travel and Essential Activities as defined herein, is prohibited. People riding on public transit must comply with Social Distancing Requirements to the greatest extent possible. This Emergency Order allows travel into or out of the City to maintain Essential Business and Operations and Minimum Basic Operations, only. Horseback riding on trails for exercise is permitted.
5. **Hot spots.** In addition to the quarantine requirements ordered by the Governor of Texas for persons entering the State from certain cities and states, any City of Fair Oaks Ranch resident who returns to Fair Oaks Ranch from travel to an area known for having had an incidence of community spread of the Coronavirus, and therefore, a high-risk of COVID-19 infection, is strongly urged to self-quarantine in their home or place of lodging for a period of no less than fourteen (14) days, maintaining isolation from other persons to the maximum extent possible.
6. **Leaving the home for essential activities is permitted.** For purposes of this Emergency Order, individuals may leave their residence to perform any of the following Essential Activities:
 - a. **For health and safety.** To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (including but not limited to, pets), such as, by way of example only without limitation, seeking emergency services, obtaining medical supplies or medication, or visiting a health care professional.
 - b. **For necessary supplies and services.** To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others, such as, by way of example only and without limitation, groceries

and food, household consumer products, supplies they need to work from home, and products necessary to maintain the safety, sanitation, and essential operation of residences.

- c. **For outdoor activity.** To engage in outdoor activity, provided the individuals comply with Social Distancing Requirements, as defined below, such as, by way of example and without limitation, walking, hiking, running, or biking. Individuals may go to public parks and open outdoor recreation areas. However playgrounds may increase spread of COVID-19, and therefor shall be closed. All golf courses, tennis courts, and driving ranges shall remain closed for golf or Frisbee play until further notice unless authorized to reopen in some form by the Governor or County Judge.
 - d. **For certain types of work.** To perform work providing essential products and services at Essential Businesses or Operations (which, as defined below, includes Healthcare and Public Health Operations, Human Services Operations, Essential Government Functions, and Essential Infrastructure) or to otherwise carry out activities specifically permitted in this Emergency Order, including Minimum Basic Operations.
 - e. **To take care of others.** To care for a family member, friend, or pet in another household, and to transport family members, or pets as allowed by this Emergency Order.
 - f. **Religious Services.** If religious services cannot be conducted from home or through remote services, they should be conducted consistent with the Guidelines from the President and the CDC by practicing good hygiene, environmental cleanliness, and sanitation, and by implementing social distancing to prevent the spread of COVID-19.
7. **Elderly people and those who are vulnerable as a result of illness should take additional precautions.** People at high risk of severe illness from COVID-19, including elderly people and those who are sick, are urged to stay in their residence to the greatest extent possible except as necessary to seek medical care. Nothing in this Emergency Order shall be read to contradict or prevent the state or county public health departments from issuing and enforcing isolation and quarantine orders pursuant to Chapter 81 of the Texas Health and Safety Code.
8. **Healthcare and Public Health Operations.** For purposes of this Emergency Order, individuals may leave their residence to work for or obtain services through Healthcare or Public Health Operations.

Healthcare and Public Health Operations includes, but is not limited to: hospitals; clinics; dental offices; pharmacies; public health entities, including those that compile, model, analyze and communicate public health information; pharmaceutical, pharmacy, medical device and equipment, and biotechnology companies (including operations research and

development, manufacture and supply chain); organizations collecting blood, platelets, plasma, and other necessary materials; reproductive health care providers; eye care centers, including those that sell glasses and contact lenses; home healthcare services providers; mental health and substance providers; other healthcare services; and entities that transport and dispose of medical materials and remains.

Specifically included in Healthcare and Public Health Operations are manufacturers, technicians, logistics, and warehouse operators and distributors of medical equipment, personal protective equipment (PPE), medical gases, pharmaceuticals, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, and tissues and paper towel products.

Healthcare and Public Health Operations also includes veterinary care and all healthcare services provided to animals.

Healthcare and Public Health Operations shall be construed broadly to avoid any impacts to the delivery of healthcare, as broadly defined. Healthcare and Public Health Operations does not include fitness and exercise gym, spas, salons and barber shops, tattoo parlors and similar facilities.

9. **Human Services Operations.** For purposes of this Emergency Order, individuals may leave their residence to work for or obtain services at any Human Services Operations, including any provider funded by the Texas Department of Human Services, Texas Department of Children and Family Services, or Medicaid that is providing services to the public, including state-operated, institutional, or community-based settings providing human services to the public.

Human Services Operations includes, but is not limited to: long-term care facilities; day care centers, day care homes, group day care homes; residential settings and shelters for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders and/or mental illness; transitional facilities; home-based settings to provide services to individuals with physical, intellectual, and/or developmental disabilities, seniors, adults, and children; field offices that provide and help to determine eligibility for basic needs including food, cash assistance, medical coverage, child care, vocational services, rehabilitation services; developmental centers; adoption agencies; businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged individuals, individuals with physical, intellectual, and/or developmental disabilities, or otherwise needy individuals.

Human Service Operations shall be construed broadly to avoid any impacts to the delivery of human services, broadly defined.

- 10. Essential Infrastructure.** For purposes of this Emergency Order, individuals may leave their residence to provide any services or perform any work necessary to offer, provision, operate, maintain and repair Essential Infrastructure.

Essential infrastructure includes, but is not limited to; food production, distribution, and sale; construction (including, but not limited to, construction required in response to this public health emergency, hospital construction of long-term care facilities, public works construction, and housing construction); building management and maintenance; airport operations; operation and maintenance of utilities, including water, sewer, and gas; electrical (including power generation, distribution, and production of raw materials); distribution centers; oil and biofuel refining; roads, highways, railroads and public transportation; ports; cybersecurity operations; flood control; solid waste and recycling collection and removal and internet, video, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services).

Essential Infrastructure shall be construed broadly to avoid any impacts to essential infrastructure, broadly defined.

- 11. Essential Governmental Functions.** For purposes of this Emergency Order, all first responders, emergency management personnel, emergency dispatchers, court personnel, law enforcement and corrections personnel, hazardous materials responders, child protection and welfare personnel, housing and shelter personnel, military, and other governmental employees working for or to support Essential Businesses and Operations are categorically exempt from this Emergency Order.

Essential Government Functions means all services provided by the State, municipality, county, political subdivision or agency of government and needed to ensure the continuing operation of the government agencies or to provide for or support the health, safety, and welfare of the public, and including contractors performing Essential Government Functions and identified employees and/or contractors necessary to the performance of those functions.

This Emergency Order does not apply to the United States government. Nothing in this Emergency Order shall prohibit any individual from performing or accessing Essential Governmental Functions.

- 12. Businesses covered by this Emergency Order.** For the purposes of this Emergency Order, covered businesses include any for-profit, non-profit, or educational entities, regardless of the nature of the service, the function it performs, or its corporate or entity structure. Houses of worship are included as businesses covered by this Emergency Order and are not exempted under the list of Essential Businesses.

- 13. Essential Businesses and Operations.** For the purposes of this Emergency order, Essential Businesses and Operations means Healthcare and Public Health Operations, Human Services

Operations, Essential Governmental Functions, and Essential Infrastructure, and the following:

- a. **Stores that sell groceries and medicine.** Grocery stores, pharmacies, certified farmers' markets, farm and produce stands, supermarkets, convenience stores, and other establishments engaged in the retail sale of groceries, canned food, dry goods, frozen foods, fresh fruits and vegetables, pet supplies, fresh meats, fish, and poultry, alcoholic and non-alcoholic beverages, and any other household consumer products (such as cleaning and personal care products). This includes stores that sell groceries, medicine, including medication not requiring a medical prescription, and also that sell other non-grocery products, and products necessary to maintaining the safety, sanitation, and essential operation of residence and Essential Businesses and Operations;
- b. **Food, beverage, and cannabis production and agriculture.** Food and beverage, manufacturing, production, processing, and cultivation, including farming, livestock, fishing, baking, and other production agriculture, including cultivation, marketing, production and distribution of animals and goods for consumption; licensed medical and adult use cannabis dispensaries and licensed cannabis cultivation centers; and businesses that provide food, shelter, and other necessities of life for animals, including animal shelters, rescues, shelters, kennels, and adoption facilities;
- c. **Organizations that provide charitable and social services.** Businesses and religious and secular nonprofit organizations, including food banks, when providing food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, individuals who need assistance as a result of this emergency, and people with disabilities;
- d. **Media.** Newspapers, television, radio, and other media services;
- e. **Gas stations and businesses needed for transportation.** Gas stations and auto-supply, auto-repair, and related facilities and bicycle shops and related facilities;
- f. **Financial institutions.** Banks, currency exchanges, consumer lenders, including but not limited, to payday lenders, pawnbrokers, consumer installment lenders and sales finance lenders, credit union, appraisers, title companies, financial markets, trading and future exchanges, affiliates of financial institutions, entities that issue bonds, related financial institutions, and institutions selling financial products;
- g. **Hardware supply store.** Hardware stores and businesses that sell electrical, plumbing and heating material;
- h. **Critical trades.** Building and Construction Tradesman and Tradeswomen, and other trades including but not limited to plumbers, electricians, and exterminators, cleaning

and janitorial staff for commercial and governmental properties, security staff, operating engineers, HVAC, painting, moving and relocation services, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, Essential Activities, and essential Businesses Operations;

- i. **Mail, post, shipping, logistics, delivery, and pick-up services.** Post offices and other businesses that provide shipping and delivery services, and businesses that ship or deliver groceries, food, alcoholic and non-alcoholic beverages, goods or services to end users or through commercial channels;
- j. **Educational institutions.** Educational institutions-including public and private pre-k-12 schools, colleges, and universities-for purposes of facilitating distance learning, performing critical research, or performing essential functions provided that social distancing of six-feet per person is maintained to the greatest extent possible. This Emergency Order does not amend or supersede any statewide closure or the authority of a district to determine it will remain closed;
- k. **Laundry services.** Laundromats, dry cleaners, industrial laundry services and laundry service providers;
- l. **Restaurants for consumption off-premise.** Restaurants and other facilities that prepare and serve food, but only for consumption off-premises, through such means as in-house delivery, third-party delivery, drive-through, curbside pick-up, and carry-out. Schools and other entities that typically provide food services to students or members of the public may continue to do so under this Emergency Order on the condition that the food is provided to students or members of the public on a pick-up and takeaway basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site due to the virus's propensity to physically impact surfaces and personal property;
- m. **Supplies to work from home.** Businesses that sell, manufacture, or supply products needed for people that work from home;
- n. **Supplies for Essential Businesses and Operations.** Businesses that sell, manufacture, or supply other Essential Businesses and Operations with the support or materials necessary to operate, including computers, audio and video electronic, household appliance; IT and telecommunication equipment; hardware, paint, flat glass; electrical, plumbing and heating material; sanitary equipment; personal hygiene products; food, food additives, ingredients and components; medical and orthopedic equipment; optics and photography equipment; diagnostics, food and beverages, chemicals soaps and detergent; and firearm and ammunition suppliers and retailers for purposes of safety and security;

- o. **Transportation.** Airlines, taxis, transportation network providers (such as Uber and Lyft), vehicle rental services, paratransit, and other private, public, and commercial transportation and logistics providers necessary for Essential Activities and other purposes expressly authorized in this Emergency Order;
 - p. **Home-based care and services.** Home-based care for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders, and/or mental illness, including caregivers such as nannies who may travel to the child's home to provide care, and other in-home services including meal delivery;
 - q. **Residential facilities.** Residential facilities and shelters for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders, and/or mental illness;
 - r. **Professional services.** Professional services, such as legal services, accounting services, insurance services, real estate services (including appraisal and title services). Open houses shall observe social distancing rules;
 - s. **Day care centers for those providing essential services as defined by this Emergency Order;**
 - t. **Manufacturing, distribution, and supply chain for critical products and industries.** Manufacturing companies, distributors and supply chain companies producing and supplying essential products and services in and for industries such as pharmaceutical, technology, biotechnology, healthcare, chemicals and sanitization, waste pickup disposal, agriculture, food and beverage, transportation, energy, steel and steel products, as well as products used by other Essential Businesses and Operations;
 - u. **Hotels and motels.** Hotels and motels, to the extent used for lodging and delivery or carry-out food services;
 - v. **Funeral services.** Funeral, mortuary, cremation, burial, cemetery, and related services;
14. **Minimum Basic Operations.** For the purposes of this Emergency Order, Minimum Basic Operations include the following, provided that employees comply with Social Distancing Requirements, to the extent possible, while carrying out such operations:
- a. The minimum necessary activities to maintain the value of the business's inventory, preserve the condition of the business's physical plant and equipment, ensure security, process payroll and employee benefits, or for related functions.

- b. The minimum necessary activities to facilitate employees of the business being able to continue to work remotely.

15. Essential Travel. For the purposes of this Emergency Order, Essential Travel includes travel for any of the following purposes. Individuals engaged in any Essential Travel must comply with all Social Distancing Requirements as defined in this Section.

- a. Any travel related to the provision of or access to Essential Activities, Essential Governmental Functions, Essential Businesses and Operations, or Minimum Basic Operations.
- b. Travel to care for elderly, minors, dependents, persons with disabilities, or other vulnerable persons.
- c. Travel to or from educational institutions for purposes of receiving materials for distance learning, for receiving meals, and any other related service.
- d. Travel to return to a place of residence from outside the jurisdiction.
- e. Travel required by law enforcement or court order, including to transport children pursuant to a custody agreement.
- f. Travel required for non-residents to return to their place of residence outside the City.

16. Social Distancing Requirements. For purposes of this Emergency Order, Social Distancing Requirements includes maintaining at least six-foot social distancing from other individuals, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, and not shaking hands.

a. Required measures. Essential Businesses and Operations and businesses engaged in Minimum basic Operations must take proactive measures to ensure compliance with Social Distancing Requirements, including where possible;

- i. **Designate six-foot distances.** Designating with signage, tape, or by other means a six-foot spacing for employees and customers in line to maintain appropriate distance;
- ii. **Hand sanitizer and sanitizing products.** Having hand sanitizer and sanitizing products readily available for employees and customers;
- iii. **Separate operating hours for vulnerable populations.** Implementing separate operating hours for elderly and vulnerable customers; and
- iv. **Online and remote access.** Posting online whether a facility is open and how best to reach the facility and continue services by phone or remotely.

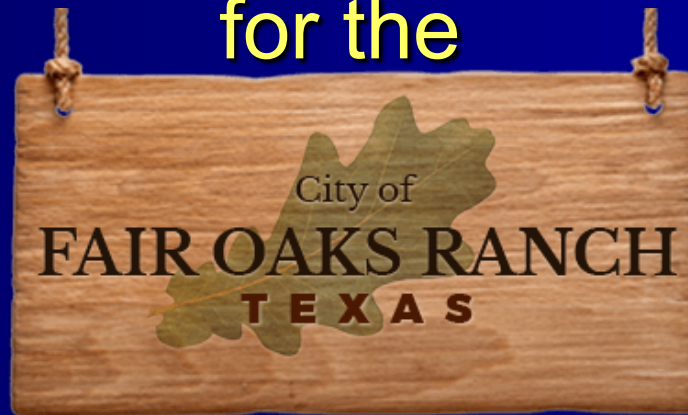
17. Any peace officer or other person with lawful authority is hereby authorized to enforce the provisions of this local Ordinance in accordance with Section 1.01.009 of the City Code or Ordinances. A fine or penalty for the violation of a rule, ordinance or police regulation that governs public health may not exceed \$2,000 (\$2,000.00).
18. Any peace officer or other person with lawful authority is further authorized to enforce the provisions of the Ordinance in accordance with the authority granted under the Texas Disaster Act of 1975, as applicable, which allows a fine not to exceed \$1000.00 and confinement not to exceed 180 days pursuant to Government Code 418.173.
19. The Mayor, Local Health Authority and Director of Health may update restrictions set out in this Exhibit as necessary to respond to the evolving circumstances of this outbreak during the duration of the Mayor's Declaration of Public Health Emergency and any extension by the City Council.
20. Any portion of this order that restricts an essential service or permits a non-essential service that conflicts with any order of the Governor or the Bexar County Judge shall be superseded by those provisions of the Governor or County Judge orders accordingly. However, nothing herein should be read to prohibit the City from enacting and enforcing orders that are more strict than the State or County where permitted by the Constitution as a home-rule municipality of the State of Texas and such authority is explicitly reserved herein.



ay Associates, Inc.
Resource Management and Leadership Strategies

City Council Presentation Comprehensive Classification and Compensation Study

for the



April 16, 2020



Ray Associates' Experience

- Distinguished management consulting leader since 1977, specializing in work for public entities.
- History of success: More than 80% of our engagements are with repeat clients.
- Approach is practical and directed toward implementation.
- Recognize the City's challenge to provide competitive compensation while working within a budget that respects the taxpayers.





Selected Clients

Ray Associates has *successfully completed* similar projects for many other Texas cities, including:

- City of Bastrop
- City of Boerne
- City of Brenham
- City of Coppell
- City of Corinth
- City of Fate
- City of Fredericksburg
- City of Lampasas
- City of Liberty Hill
- City of Seguin





Assignment

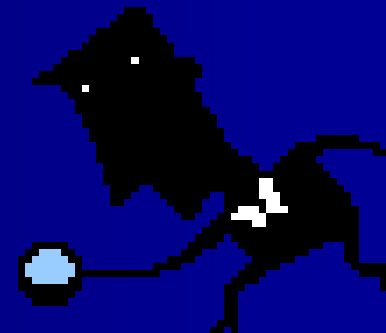
Ray Associates will conduct a comprehensive classification & compensation study, which will include:

- Work with the Council and key management staff to identify cities with whom the City of Fair Oaks Ranch should compete;
- Compare the City's salaries and benefits (total compensation) with those at other similar cities;
- Train three city employees (2 in HR and 1 in Finance) to use Ray Associates' Point Factor Job Analysis System© to analyze the internal equity relationships between and among city employees;
- Combine the internal equity and market competitiveness data to create and recommend a new compensation plan, training one or two city employees to perform this function also;
- Calculate the cost to the city, if any, to implement the new plan; and
- Provide the City with Procedures for Administering and Maintaining the Classification and Compensation Plans.



What is a Classification Study?

A detailed look at the duties, responsibilities, and qualifications associated with each City of Fair Oaks Ranch job to determine its proper title and its relationship to other jobs within the City. A Point Factor Job Analysis System© (industry standard) is used to determine these internal equity relationships.





*What is a
Compensation
Study?*

What is a Compensation Study?

The compensation part of the study is separate from the classification process:

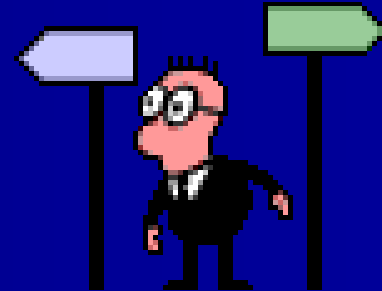
- Compare the City's jobs against similar jobs in the City's market.
- Up to 40 City of Fair Oaks Ranch jobs compared for salaries.
- Analyze benefits, also a part of the compensation package, for competitiveness.



What is the Market?

A group of up to 12 “benchmark” cities who:

- Have a number of characteristics in common with the City of Fair Oaks Ranch,
- Have jobs that are similar to those at the City of Fair Oaks Ranch, and/or
- With whom the City either competes, or should be expected to be able to compete, for qualified employees.





Comparative Matrix of Potential Market Cities:

Ray Associates has prepared a comparative matrix of 20 potential market cities, including the following factors:

- Staff Size
- Population
- FTEs per citizen
- Operating Budget (including enterprise funds, but excluding capital outlay)
- 2020 Gross Tax Rate
- Net Ad Valorem Taxable Value
- Median Household Income
- Median House or Condo Value
- Whether the City Operates a Water & Wastewater Utility
- The City's Growth Rate Between 2010 and 2019
- 2019 Sales Tax Revenue
- Geographic Proximity to Fair Oaks Ranch

Ray Associates recommends 10 cities based on the comparative matrix; City Council makes final decision of up to 12 cities; Council also decides where it wants to compete in the market (lead, trail, or meet market).



Employee Input

- Employee input is vital to success;
- Three employee briefings to explain study & review questionnaire;
- Job Analysis Questionnaires;
- Questionnaires reviewed by supervisor and next level of supervision;
- Katherine Ray will spend 2 days on-site conducting interviews of department heads and employees;
- Conduct additional employee interviews by phone, if needed.

Interview Requested: Yes ☐ No ☐

Job Analysis Questionnaire
SECTION I - IDENTIFYING INFORMATION

A. Name _____
(Last) (First) (Middle Initial)

B. Current Classification Title _____

C. Requested/Proposed Classification Title _____

D. Department _____

E. Total Length of Time with Organization: Years _____ Months _____

F. Length of Time in Current Classification: Years _____ Months _____

G. Assigned Work Hours: From _____ To _____

H. Name of Immediate Supervisor _____

I. Classification Title of Immediate Supervisor _____

J. Organization: In the space below, please draw an organizational chart showing to whom you report, and who reports to you (please include job titles):

Example:

```
graph TD
    A["John Doe  
Department Supervisor"] --> B["YOU"]
    B --> C["4 accounting clerks  
(employees that you supervise)"]
```

Your Chart:

```
graph TD
    D[" "] --> E["YOU"]
```

SECTION II - PURPOSE OF THE POSITION

Briefly describe the major purpose(s) or objective(s) of your position, as you understand it:



- [illegible]

Ray Associates, Inc., March 26, 2020



External Competitiveness/Salary Survey, Cont'd.

Ray Associates will:

- Request both actual salary and salary range data for each City job:
- Request additional or clarifying information about how closely each Fair Oaks Ranch job compares with their own job.
- Receive and analyze the data and generate charts, calculating and displaying:
 - ✓ Average and how City's salary compares to it;
 - ✓ Median (Both Entry & Maximum) and how City's salary compares to both; and
 - ✓ Target Market Position (if Council chooses to compete at a level other than the median), as well as how the City's salary compares to the target market percentile, if different from median.

SALARY SURVEY

Instructions: Below are job summaries for 20 jobs. For each job for which your organization has a comparable job, we are requesting two types of information: (1) the salary range for the pay grade to which this job is assigned in your pay plan, if applicable (include the entry level and the maximum allowable salary); and (2) the actual salary currently being paid to the individual in the job. Please provide the annual, daily, or hourly salary, as appropriate. If there is more than one person in the job, and different salaries apply, please list the lowest and highest salaries currently being paid to persons in the job. If you have a formal pay plan/salary schedule, you may attach it by simply noting the pay grade number and attaching a copy of your pay plan.

Reporting Entity: _____ Person completing survey: _____
Address: _____ Title: _____

ADMINISTRATIVE, MANAGEMENT, AND TECHNICAL JOBS

FINANCE DIRECTOR - Supervisory. Reports to Controller. Supervises and controls internal accounting functions and personnel, including general ledger, accounts, account reconciliations, accounts receivable, accounts payable, and payroll; reviews the monthly preparation and distribution of financial statements; maintains knowledge of requirements for compliance with current regulations developed by Financial Accounting Standards Board (FASB), Governmental Accounting Standards Board (GASB), etc.; interprets and implements accounting requirements related to changes and/or additions to self-insurance program; and prepares and submits Comprehensive Annual Financial Report (CAFR) for selected self-insurance funds. Develops and implements annual accounting system and controls; prepares and submits work and status reports and detailed reports to various boards and committees; directs and supports the activities of the internal auditors and their staff; serves as staff liaison for questions and discussions between supervisory management and outside auditors; performs final review of monthly general ledger; issues reconciliations, quarterly and annual payroll tax reports, and prepares organizations tax returns and other important financial forms. Works closely with Controller regarding contract and general financial practices, policies and values in accordance with current standards and internal controls; and maintains close working relationship with the Controller's office. Represents organization as speaker at various conferences, and works in cooperation with preparation of annual budget. Requires bachelor's degree in accounting, plus at least five years of experience, and registration as Certified Public Accountant (CPA).

Current Actual Salary (year 1) _____ high 1 _____ This job title is (different) _____
Entry Pay of Salary Range 1 _____ Maximum Pay of Salary Range 1 _____

☐ Exact Match ☐ Similar, but not a close comparison ☐ Similar, but not a close comparison ☐ No Match

STAFF ACCOUNTANT - Non-supervisory. Performs accounting transactions such as general ledger and investment profiles; issues, prepares monthly investment reconciliations; reconciles insurance receivable and payable transactions; and general ledger. Performs insurance receivable and payable reconciliations; prepares monthly general ledger for deposits, membership dues, rent, and deferred contributions. Records intercompany for the transactions in general ledger and reconciles intercompany accounts. Records quarterly general ledger transactions for revenue received and unexpended charges payable. Performs investments and pays transfer funds for all funds and controls all outgoing wire transfers. Records primary transactions in general ledger. Prepares expenditures and revenue data on all fund management, operating activity, accounts receivable, and insurance payable. Verifies income reconciliation year end calculations. Reconciles accounts receivable, payable and billable items to the general ledger. Provides bank account for public education grant, county junior education fund, Leadership Foundation, and CSEA. Performs an annual audit of grant accounting transactions on quarterly basis for accuracy and compliance with grant conditions and prepares audit findings report. May assist in issuing employee invoices. Requires bachelor's degree in accounting, plus at least three years of related experience including one year of investment experience.

Current Actual Salary (year 1) _____ high 1 _____ This job title is (different) _____
Entry Pay of Salary Range 1 _____ Maximum Pay of Salary Range 1 _____

☐ Exact Match ☐ Similar, but not a close comparison ☐ Similar, but not a close comparison ☐ No Match

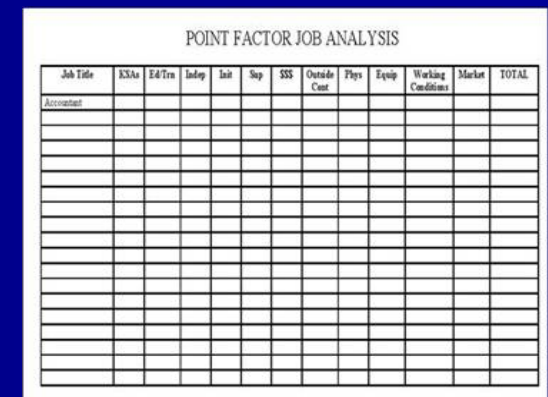
Salary Survey Chart

Average Overall Salary: _____ Job Title _____
Median Minimum Salary: _____

Entity	Salary Range
Entity 1	_____
Entity 2	_____
Entity 3	_____
Client	_____
Entity 4	_____
Entity 5	_____
Entity 6	_____



- Knowledge, Skills, and Abilities
- Education and Training
- Independence and Judgment
- Initiative and Ingenuity
- Supervisory Responsibility
- Financial Responsibility
- Level and Frequency of Outside Contacts
- Physical Demands
- Responsibility for Equipment and Property
- Working Conditions





Job Placement Recommendations

Very market-based system (11th Factor = Market):

- Both *actual* salary data and salary *range* data used for placement of each job on pay schedule.
- Internal equity will be reviewed by Ray Associates; can adjust scores to accommodate market if needed.
- Jobs in the same “job family” for which we were unable to obtain at least three matches are then adjusted proportionately. Result:
 - ✓ Ensures internal equity as well as market competitiveness for all jobs in the job families included in the survey.
 - ✓ All jobs tied to market (either because comparable data was obtained in survey or in a “job family” with one or more jobs in survey)

SAMPLE STEP PAY SCHEDULE

Pay Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	11,252.80	11,534.12	11,822.47	12,118.03	12,420.99	12,731.51	13,049.80
2	11,822.47	12,118.03	12,420.99	12,731.51	13,049.80	13,376.04	13,710.44
3	12,420.99	12,731.51	13,049.80	13,376.04	13,710.44	14,053.21	14,404.54
4	13,049.80	13,376.04	13,710.44	14,053.21	14,404.54	14,764.65	15,133.76
5	13,710.44	14,053.21	14,404.54	14,764.65	15,133.76	15,512.11	15,899.91



Job Placement Recommendations, Cont'd.

What are “job families”?

Logical groupings of jobs that have some relationship to one another in the market, such as:

➤ Police



➤ Administrative/Clerical



➤ Information Technology



➤ Skilled Trades



➤ Labor



➤ Etc., Etc.



Job Placement Recommendations, Cont'd.

- Ray Associates will create a new pay schedule/structure for the City;
- Then we will place all City jobs on the new pay schedule based on market data and internal equity *[One or two City employees will come to Austin for one full day to learn how to place the jobs on the pay schedule];*
- Take into account both internal equity and market competitiveness;
- Prepare Transition Cost Schedule, migrating each employee from current pay structure to new one; and
- Calculate the cost to the City, by employee, by department, and citywide.



Job Placement Recommendations, Cont'd.

What happens if someone's salary is (1) below market, (2) above market, or (3) within the market range but not appropriate for the employee's background, credentials, tenure, and performance? **(Adjustments under #1 and #3 are subject to funding availability and may require delayed implementation.)**

1. Below market (paid less than what should be the *entry* salary of the pay range in which the job is placed – *green circled*):
 - Adjust salary upward to entry level of the pay range
2. Above market (paid more than what should be the *maximum* salary of the pay range in which the job is placed – *red circled*):
 - “Red circle” or freeze the employee's salary until pay schedule adjustments place the salary once again within the range
3. Within range but not appropriate for the specific employee:
 - Adjust salary to appropriate point on pay range (up to mid-point), if funding permits.



Comprehensive Benefits Study

Ray Associates will prepare and distribute a comprehensive benefits survey:

- Detailed questions about the specific benefits provided by the surveyed cities compared to the City of Fair Oaks Ranch's benefits (leave time, retirement, health/medical benefits, etc.).
- Information about each surveyed city's specific pay practices, including:
 - How standby, on-call, work is paid and departmental variances.
 - Certification and education pay.
 - Any other special incentive pay.

Benefits and Other Information

1. Please explain the organization's health insurance or self-insurance program:
 - A. What type(s) of medical program are offered by your organization? (check all that apply)
HMO _____ Self-insurance _____
PPO _____ Indemnity plan _____
 - B. Cost to the organization per employee for the health program per month? \$ _____
 - C. Employee premium (if not fully paid by organization)?
Dependent premium? (Please indicate the premium amount for children, spouses, and families, if applicable, and the portion paid by the employee and the organization.)
 - D. Deductible? (per year) \$ _____ per person
How much is the employee's co-pay? \$ _____ per visit
Maximum lifetime benefit?



Comprehensive Benefits Study, Cont'd.

- We prepare a detailed table that:
 - Compares the individual components of the city's benefits package with those of the other cities in the market, and
 - Identifies any gaps between the market and the City of Fair Oaks Ranch's benefits plan.
- We identify trends and make recommendations
 - Overall competitiveness of the City's benefits package;
 - How each benefits offering stacks up against the market; and
 - Consideration of future changes in the City's benefits.

Evaluation of Duties and Responsibilities

Summary

_____ per person
\$ _____ per visit



Job Placements

Salary Survey Chart

Average Overall Salary: _____
Median Minimum Salary: _____

Job Title

Entity	Salary Level (Relative)
Entity 1	High
Entity 2	Medium-High
Entity 3	Medium
Client	Highest
Entity 4	Medium-Low
Entity 5	Low-Medium
Entity 6	Low

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Project Timeline

April	Meet with City Council to select market cities Hold employee briefings
May	Employee interviews City summarizes jobs; contact cities for surveys
Late May	Distribute both salary and benefits surveys; Train City in Point Factor Scoring and City begins Point Factor Scoring of jobs
June	Ray Associates receives data on salaries and benefits
Late June	Analyze data; prepare charts; City continues scoring jobs for internal equity





Project Timeline, Continued



Early July

Job Placements; prepare preliminary Transition
Cost Schedule

“Red Flag” telephone review with management

Mid-July

Prepare report and present to City Council



Matrix Showing How the City of Fair Oaks Ranch Compares with Other Cities for 2020 Salary and Benefits Surveys

Potential Comparable City	Total Score	Ray Assoc. Recommends	Staff Size ³	Population at 1-1-2019 ¹	FTEs per Citizen	FY 2019-2020 Operating Budget ³	2020 Gross Tax Rate ²	Net Ad Valorem Taxable Value ¹	Median Household Income - 2017 ⁴	Median House or Condo Value - 2017 ⁴	Operate W/WW Utility? ²	Growth Rate (2010-2019) ²	2019 Sales Tax Revenue ³	Geographic Proximity ⁵ (Miles)
Fair Oaks Ranch	19.0	✓	74.0	9,182	0.0081	\$15,049,226	0.3735000	\$1,652,879,019	\$140,901	\$603,162	W/WW	53.4%	\$877,360	0.0
Alamo Heights	18.0	✓	100.0	8,318	0.0120	\$17,469,604	0.3864390	\$1,872,074,108	\$91,434	\$450,867	W/WW	18.3%	\$1,780,113	27.3
Live Oak	15.0	✓	118.0	16,084	0.0073	\$23,807,216	0.4146860	\$1,482,497,427	\$68,106	\$162,107	W/WW	22.5%	\$9,755,621	33.2
Helotes	14.0	✓	81.0	10,124	0.0080	\$8,315,115	0.3500000	\$1,113,533,390	\$108,767	\$344,282	SAWS provides	37.9%	\$5,388,567	18.5
Leon Valley	13.5	✓	115.5 in 2018	11,471	0.0101	\$15,900,446 in 2018	0.5458770	\$1,011,854,297	\$69,371	\$194,439	W/WW	13.0%	\$3,381,326	22.8
Trophy Club	13.0	✓	77.0	14,169	0.0054	\$11,300,000	0.4464420	\$2,093,689,576	\$137,097	\$390,189	Provided by MUD	76.6%	\$1,758,200	275.7
Boerne	12.0	✓	279.0	16,892	0.0165	\$69,434,186	0.4720000	\$2,020,542,879	\$62,293	\$249,447	W/WW	61.3%	\$7,790,321	11.1
Marble Falls	11.5	✓	123.5	7,125	0.0173	\$12,107,631	0.6150000	\$932,174,367	\$45,791	\$168,216	W/WW	17.2%	\$9,520,123	71.0
Cibolo	9.0	✓	164.0	31,066	0.0053	\$26,203,694	0.4674000	\$2,199,923,073	\$81,358	\$276,930	W/WW	58.7%	\$3,292,401	37.4
Fredericksburg	9.0	✓	162.0	11,529	0.0141	\$53,519,822	0.2272840	\$2,287,111,318	\$47,861	\$201,638	W/WW	9.5%	\$6,119,961	50.5
West University Place	9.0	✓	128.0	15,851	0.0081	\$30,930,485	0.3092100	\$6,521,579,459	\$179,965	\$765,435	W/WW	7.2%	\$1,221,643	221.9
Granbury	7.5		210.0	10,524	0.0200	\$42,047,945	0.3993850	\$1,489,810,527	\$53,312	\$186,144	W/WW	31.9%	\$8,920,945	210.3
Lakeway	7.5		134 in 2017	15,827	0.0085	\$17,544,327 in 2017	0.1645000	\$4,696,749,826	\$135,387	\$570,510	Provided by 3 MUDs	38.9%	\$4,777,688	78.8
San Antonio	6.5		13,881.0	1,544,672	0.0090	\$2,207,000,000	0.5582700	\$121,060,858,843	\$50,044	\$148,200	W/WW	16.4%	\$370,289,322	27.0



Matrix Showing How the City of Fair Oaks Ranch Compares with Other Cities for 2020 Salary and Benefits Surveys

Potential Comparable City	Total Score	Ray Assoc. Recommends	Staff Size ³	Population at 1-1-2019 ¹	FTEs per Citizen	FY 2019-2020 Operating Budget ³	2020 Gross Tax Rate ²	Net Ad Valorem Taxable Value ²	Median Household Income - 2017 ⁴	Median House or Condo Value - 2017 ⁴	Operate W/WW Utility? ²	Growth Rate (2010-2019) ²	2019 Sales Tax Revenue ³	Geographic Proximity ⁶ (Miles)
Hutto	6.0		Data not available	24,809	Data not available	\$24,065,827	0.6313000	\$2,083,509,882	\$71,818	\$204,980	W/WW	68.8%	\$5,745,095	107.9
Southlake	6.0		424.0	31,797	0.0133	\$104,783,196	0.4470000	\$7,770,165,162	\$185,312	\$709,073	W/WW	19.7%	\$287,177,969	278.3
Fulshear	5.5		62.0	12,255	0.0051	\$32,763,889	0.1625100	\$1,510,578,186	\$63,155	\$228,260	Billing only	980.7%	\$3,569,695	192.6
Kerrville	5.5		325.0	24,225	0.0134	\$58,800,000	0.5400000	\$2,232,257,274	\$47,577	\$188,579	W/WW	8.4%	\$10,919,414	70.4

¹ Texas Demographic Center, 2010 Census Population Estimate & Population Growth Estimates 2010-2019.

² TML, 2020 Tax & Debt Survey [If not listed, then Comptroller's Office (Tax and value), or city website (services)]. (NOTE: Cibola, Fulshear, Heath, Helotes, Lakeway, Leon Valley, Marble Falls, & Southlake did not report to TML, so data is for 2018, not 2020 (most current from Tx Comptroller))

³ Obtained from cities directly by phone or email or from their website. FY 2019 - 2020 expenditure budget (excludes capital projects; includes debt service and enterprise funds).

⁴ www.city-data.com, Data effective 2017. If not listed in city-data, checked city website; if not on website, contacted city directly.

⁶ www.google.com

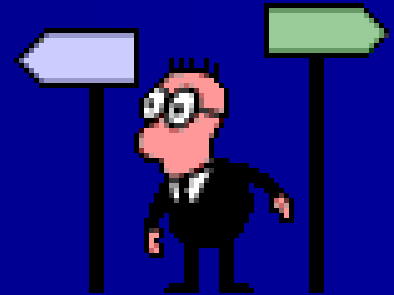
	Criteria satisfied
	Located within 35 miles of Fair Oaks Ranch
√	Recommended by Ray Associates, Inc.

No. of Points	Criteria for Points (Range of Tolerance for Each Factor Considered)
2.0	Staff size between 50 and 125 FTEs
2.0	Population between 6,000 and 17,000
0.5	FTEs per citizen between .004 and .018
2.0	Operating budget between \$10 and \$25 Million
1.5	If net tax rate is between 0.200000 and 0.500000
1.0	If ad valorem taxable value between \$90 million and \$2.5 billion
1.0	If median household income between \$80,000 and \$220,000
1.0	If median house or condo value between \$300,000 and \$900,000
2.0	If city operates a water & wastewater utility, 2 points
1.0	If city's growth rate between 25% and 150% , 1 point
1.0	If city's sales tax revenue between \$500,000 and \$2 million, 1.0 point
2 or 4	Geographic Proximity - 4 points if w/in 35 miles; 2 if w/in 75 miles of Fair Oaks Ranch

Questions for Council?

- 1. Which cities? How many (10-12)?*
- 2. Where do you want to compete in the market (lead, trail, or meet)?*

Questions for Me?



Thank You!



BEXAR COUNTY



SUPPLEMENTAL EXECUTIVE ORDER **NW-06** OF
COUNTY JUDGE NELSON W. WOLFF ISSUED April 17, 2020

WHEREAS, pursuant to Texas Government Code Section 418.108, Bexar County Judge Nelson W. Wolff declared a state of local disaster on March 13, 2020 due to imminent threat arising from COVID-19;

WHEREAS, in accordance with Texas Government Code Section 418.108(b), on March 18, 2020, the Bexar County Commissioners Court approved an Order Continuing Declaration of State of Local Disaster for Bexar County (hereafter, the “**Order of Continuation of Declaration**”);

WHEREAS, in accordance with Texas Government Code Section 418.108(b), the consent by Commissioners Court authorizes the Bexar County Judge to continue to exercise the powers granted by the Texas Disaster Act of 1975 for the period specified in the Order of Continuing Declaration;

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott issued a declaration of public health disaster in and for the State of Texas;

WHEREAS, on March 18, 2020 the Bexar County Commissioners Court approved the Order of Continuation of Declaration and authorized the Bexar County Judge to take such actions as are necessary in order to protect the health, safety and welfare of the citizens of Bexar County;

WHEREAS, the County Judge has determined that extraordinary emergency measures must be taken to mitigate the effects of this public health emergency and to facilitate a response to the public health threat;

WHEREAS, a County Judge is authorized to control ingress to and egress from a disaster area and control the movement of persons and occupancy of premises on an appropriate local scale in accordance with Section 418.108(g) of the Texas Government Code and his authority as Emergency Management Director;

WHEREAS, the continued spread of COVID-19 by pre- and asymptomatic individuals is a significant concern in Bexar County and on April 3, 2020, the Centers for Disease Control & Prevention (CDC) recommended cloth face coverings be worn by the general public to slow the spread of COVID-19 and implementing this measure would assist in reducing the transmission of COVID-19 in San Antonio and Bexar County;

WHEREAS, in order to align with CDC and Metro Health recommendations and to add a secondary measure to the directives to maintain social distancing and proper hygiene and in order to reduce the spread of COVID-19 in and around Bexar County, County Judge Nelson W. Wolff issues this Supplemental Executive Order NW-06 to set forth the additional requirement of wearing a cloth face covering while in public under the circumstances identified below and to implement certain other measures; and

WHEREAS, by the authority vested in me as Bexar County Judge and as the Emergency Management Director for the County of Bexar and in order to continue to protect the health and safety of the community and address developing and the rapidly changing circumstances when presented by the current public health emergency, I hereby issue this Supplemental Executive Order pursuant to the Texas Disaster Act of 1975, *which shall supplement but not replace or rescind my previous Executive Order NW-05.*

PURSUANT TO THE TEXAS DISASTER ACT OF 1975, BEXAR COUNTY JUDGE NELSON W. WOLFF HEREBY ISSUES THIS SUPPLEMENTAL EXECUTIVE ORDER AS FOLLOWS:

1. Effective as of April 17, 2020 and continuing through 11:59 p.m. on April 30, 2020, unless extended, modified or terminated early by Bexar County Judge Nelson W. Wolff or as otherwise indicated below:
 - a) **Cloth Face Coverings.** All people 10 years or older must wear a cloth face covering over their nose and mouth when in a public place where it is difficult to keep six feet away from other people such as visiting a grocery store/pharmacy or working in areas that involve close proximity with other coworkers. Coverings may include homemade masks, scarfs, bandanas, or a handkerchief. Residents must continue to maintain social distancing of at least six feet while outside their residence.

As of 11:59 p.m. on April 19, 2020, employers that are Exempted Businesses under Executive Order NW-05 must provide face coverings and training for appropriate use to employees who are working in an area or activity which will necessarily involve close contact or proximity to co-workers or the public.

IT IS STRONGLY RECOMMENDED THAT YOU NOT OBTAIN OR WEAR MEDICAL MASKS or N-95 RESPIRATORS AS THEY ARE A NEEDED RESOURCE FOR HEALTH CARE PROVIDERS AND FIRST RESPONDERS. Our healthcare workers and first responders on the front-line combating COVID-19 must have priority access to medical masks or other personal protective equipment.

Face coverings *do not* need to be worn in the following circumstances:

- When exercising outside or engaging in physical activity outside.
- While driving alone or with passengers who are part of the same household as the driver.
- When doing so poses a greater mental or physical health, safety or security risk.
- While pumping gas or operating outdoor equipment.
- While in a building or activity that requires security surveillance or screening, for example, banks.
- When consuming food or drink.

Please note that face coverings are a secondary strategy to other mitigation efforts. **Face coverings are *not* a replacement for social distancing, frequent handwashing, and self-isolation when sick.** All people should follow CDC recommendations for how to wear and take off a mask.

Residents must keep up the following habits while in public:

- Washing your hands before you leave home and when you return.
- Staying at least six feet away from others.
- Avoiding touching your nose or face.
- Not using disposable masks more than three times.
- Washing reusable cloth masks regularly to prevent the spread of the virus.

Remember that the best protection is to stay at home. Please visit the City of San Antonio COVID-19 website for additional information and helpful hints on the most effective way to use face coverings <https://www.sanantonio.gov/Health/News/Alerts/CoronaVirus#281783827-faq>

- b) **Emergency Maximum Occupancy.** “Food, Household Staples and Retail” Exempted Businesses means food service and food distribution providers including grocery stores, warehouse stores, big-box stores, liquor stores, bodegas, gas stations, and farmers' markets that sell food products and household staples (Section 2 (i)(b)(vii) of the Stay Home Work Safe Executive Order NW-05 of County Judge Nelson W. Wolff).

As of 11:59 p.m. on April 19, 2020, the occupancy of all operating Food, Household Staples and Retail Exempted Businesses, shall be:

a. **25% of the Certificate of Occupancy limit.**

The Food, Household Staples and Retail Exempted Businesses shall conspicuously post the applicable maximum occupancy. If the Food, Household Staples and Retail Exempted Business has reached the maximum occupancy or expects to reach

the maximum occupancy, then it must post staff at store entrances and exits to ensure compliance with the occupancy limit.

- c) **Golf Courses.** Consistent with guidance issued by the Texas Attorney General, as of the date of this Supplemental Executive Order, private golf courses may allow the playing of golf only if there are no equipment rentals, caddies, or other golf course personnel involved. Social distancing must be maintained. Grounds keeping may continue and food sales may continue consistent with the rules for restaurants.
2. That any peace officer or other person with lawful authority is hereby authorized to enforce the provisions of this Supplemental Executive Order in accordance with the authority granted under the Texas Disaster Act of 1975. Any person who violates this Supplemental Executive Order may be subject to a fine not to exceed \$1,000.
3. The sections, paragraphs, sentences, clauses and phrases of this Supplemental Executive Order are severable and if any phrase, clause, sentence, paragraph or section of this Supplemental Executive Order should be declared invalid by the final judgment or decree of any court or competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections that can be given effect without the invalid provision, and to this end, the provisions of this Supplemental Executive Order are severable.
4. The provisions of this Supplemental Executive Order shall hereafter constitute and act as a supplement to Executive Order NW-05.

ORDERED this 17th day of April, 2020

NELSON W. WOLFF
Bexar County Judge

ORDINANCE No. 2020-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH AMENDING ORDINANCE 2020-06; EXTENDING A DECLARATION OF LOCAL DISASTER; AMENDING THE RULES AND REGULATIONS FOR THE DURATION OF THE DISASTER; RESTRICTING CERTAIN ACTIVITIES; ESTABLISHING PENALTIES FOR VIOLATIONS; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY; FIRST AND FINAL READING

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

WHEREAS, on January 30, 2020, the World Health Organization (WHO) Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, to date, there have been 16,455 confirmed positive cases in Texas; and

WHEREAS, by Thursday April 16, 2020, the pandemic had infected approximately 2,138,763 people around the world and killed over 142,735. 672,179 cases have been confirmed in the United States.

WHEREAS, the virus is characterized by mild symptoms including a runny nose, sore throat, cough and fever, similar to the influenza where in severe cases it can lead to pneumonia or breathing difficulties according to WHO; and

WHEREAS, those with these symptoms who have traveled to or been in contact with an individual who has traveled to a country that has coronavirus in the last two weeks are urged to see their physician; and

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

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

WHEREAS, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for counties in the state of Texas, and extended said proclamation on April 12, 2020; and

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

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

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

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

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

WHEREAS, on March 16, 2020, the Mayor made a Declaration of Public Health Emergency, and further declared all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident; and

WHEREAS, the Mayor, under the Texas Disaster Act of 1975, has authorized the use of all available resources of state government and political subdivisions to assist in the City's response to this situation; and

WHEREAS, the Mayor has determined that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be infected or impacted by COVID-19; and

WHEREAS, the Fair Oaks Ranch City Council, on March 19, 2020 approved Ordinance 2020-05 extending the Mayor's declaration of local disaster until April 16, 2020, and affirmed and amended said ordinance by the adoption of Ordinance 2020-06 on March 24, 2020, and hereby affirm and further amend all prior actions through the adoption of this Ordinance 2020-08.

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

- Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2. That the local state of disaster and public health emergency as declared by Mayor Garry Manitzas for the City of Fair Oaks Ranch pursuant to §418.108(a) of the Texas Government Code, and as renewed and extended until April 16, 2020 by the Fair Oaks Ranch City Council through the adoption of Ordinance 2020-05 and Ordinance 2020-06 pursuant to §418.108(b) of the Government Code, is hereby superseded and amended, including all rules and regulation attached hereto as Exhibit A, until such expires at 11:59 P.M. on May 7, 2020, unless earlier repealed or extended by the City Council.
- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of

disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Fair Oaks Ranch emergency management plan.
- Section 5. Pursuant to §122.006 of the Health and Safety Code, this declaration authorizes the City to take any actions necessary to promote health and suppress disease, including quarantine, examining and regulating hospitals, regulating ingress and egress from the City, and fining those who do not comply with the City's rules.
- Section 6. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein.
- Section 7. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 8. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 9. Pursuant to Article III; Section F - Legislation by Ordinance. If the City Council, by a vote of not less than two-thirds of the members present at the April 16, 2020 City Council meeting at which this ordinance is introduced, determines that an emergency exists related to public health or safety that requires immediate action, such ordinance may be voted upon and rejected or adopted at the meeting.
- Section 10. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Section 11. This Ordinance shall be in force and effect from and after its final passage.

PASSED, ADOPTED, AND APPROVED THE 16TH DAY OF APRIL, 2020 ON ONE READING AS AN EMERGENCY MEASURE PURSUANT TO CITY CHARTER SECTION 3.06 F. 4.

AFFIRMED if necessary on this 7th day of May, 2020.

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

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

EXHIBIT A
LOCAL DISASTER RULES AND REGULATIONS REGARDING PUBLIC AND PRIVATE GATHERINGS

Section 1. Stay at Home; Social Distancing Requirement; and Essential Businesses and Operations

1. **Stay at home or place of residence.** With exceptions as outlined below, all individuals currently living within the City of Fair Oaks Ranch are ordered to stay home or at their place of residence except as allowed in this Emergency Order, consistent with Governor Abbott's GA-14. To the extent individuals are using shared or outdoor spaces when outside their residence, they must at all times and as reasonably possible maintain Social Distancing Requirements set forth herein. All persons may leave their homes or place of residence only for Essential Activities, Essential Governmental Functions, or to operate Essential Businesses and Operations all as defined below.

Individuals experiencing homelessness are exempt from this directive, but are strongly urged to obtain shelter. Individuals whose residences are unsafe or become unsafe, such as victims of domestic violence, are permitted and urged to leave their homes and stay at a safe alternative location. For purposes of this Emergency Order, homes or residences include hotels, motels, and shared rental units, shelters, and similar facilities.

Where there is a conflict between this order as it relates to essential versus non-essential and the definitions listed by CISA and TDEM referenced by GA-14 at the links below, the interpretation of the Office of the Governor shall control:

<http://tdem.texas.gov/essentialservices/>

[https://www.cisa.gov/sites/default/files/publications/CISA_Guidance_on_the_Essential Critical Infrastructure Workforce Version 2.0 Updated.pdf](https://www.cisa.gov/sites/default/files/publications/CISA_Guidance_on_the_Essential_Critical_Infrastructure_Workforce_Version_2.0_Updated.pdf)

2. **Non-essential business and operations must cease.** All businesses and operations in Fair Oaks Ranch, except Essential Businesses and Operations as defined below, are required to cease all activities within the City except Minimum Basic Operations, as defined below. For clarity, businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home).

All Essential Businesses and Operations are encouraged to remain open. To the greatest extent possible, Essential Businesses and Operations shall comply with Social Distancing Requirements as defined herein, including by maintaining six-foot social distancing for both employees and members of the public at all times, including, but not limited to, when any customers are standing in line.

3. **Prohibited activities.** All public and private gatherings of any number of people occurring outside a single household or living unit are prohibited, except for the limited purposes permitted by this Emergency Order. Pursuant to current guidance from the CDC, any gathering of more than **ten** people is prohibited unless exempted by this Emergency Order.

Nothing in this Emergency Order prohibits the gathering of members of a household or residence.

All places of public amusement, whether indoors or outdoors, including but not limited to, locations with amusement rides, carnivals, amusement parks, water parks, aquariums, zoos, museums, arcades, fairs, children's play centers, playgrounds, funplexes, theme parks, bowling alleys, movie theaters, concert and music halls, and country clubs or social clubs shall be closed to the public. Members of Fair Oaks Ranch Homeowners Association (FORHA) will continue to have access to that association's parks and trails. FORHA has blocked off playground equipment and it should not be used.

All home solicitation shall cease and any existing home solicitation permits are hereby terminated.

This Emergency Order amends and supersedes the Emergency Order extended by Ordinance 2020-05.

4. Cloth Face Coverings. All people 10 years or older must wear a cloth face covering over their nose and mouth when in a public place where it is difficult to keep six feet away from other people such as visiting a grocery store/pharmacy or working in areas that involve close proximity with other coworkers. Coverings may include homemade masks, scarfs, bandanas, or a handkerchief. Residents must continue to maintain social distancing of at least six feet while outside their residence.

As of 11:59 p.m. on April 19, 2020, employers that are Exempted Businesses under Executive Order NW-05 must provide face coverings and training for appropriate use to employees who are working in an area or activity which will necessarily involve close contact or proximity to co-workers or the public.

IT IS STRONGLY RECOMMENDED THAT YOU NOT OBTAIN OR WEAR MEDICAL MASKS or N-95 RESPIRATORS AS THEY ARE A NEEDED RESOURCE FOR HEALTH CARE PROVIDERS AND FIRST RESPONDERS. Our healthcare workers and first responders on the front-line combating COVID-19 must have priority access to medical masks or other personal protective equipment.

Face coverings *do not* need to be worn in the following circumstances:

- When exercising outside or engaging in physical activity outside.
- While driving alone or with passengers who are part of the same household as the driver.
- When doing so poses a greater mental or physical health, safety or security risk.
- While pumping gas or operating outdoor equipment.
- While in a building or activity that requires security surveillance or screening, for example, banks.
- When consuming food or drink.

Please note that face coverings are a secondary strategy to other mitigation efforts. **Face coverings are *not* a replacement for social distancing, frequent handwashing, and self-isolation when sick.** All people should follow CDC recommendations for how to wear and take off a mask.

Residents must keep up the following habits while in public:

- Washing your hands before you leave home and when you return.
- Staying at least six feet away from others.
- Avoiding touching your nose or face.
- Not using disposable masks more than three times.
- Washing reusable cloth masks regularly to prevent the spread of the virus.

5. **Emergency Maximum Occupancy.** As of 11:59 p.m. on April 19, 2020, the occupancy of all operating Food, Household Staples and Retail Exempted Businesses, as defined by Bexar County shall be:

a. **25% of the Certificate of Occupancy limit.**

The Food, Household Staples and Retail Exempted Businesses shall conspicuously post the applicable maximum occupancy. If the Food, Household Staples and Retail Exempted Business has reached the maximum occupancy or expects to reach the maximum occupancy, then it must post staff at store entrances and exits to ensure compliance with the occupancy limit.

6. **Prohibited and permitted travel.** All travel, including, but not limited to, travel by automobile, motorcycle, scooter, bicycle, golf carts, train, plane, or public transit, except Essential Travel and Essential Activities as defined herein, is prohibited. People riding on public transit must comply with Social Distancing Requirements to the greatest extent possible. This Emergency Order allows travel into or out of the City to maintain Essential Business and Operations and Minimum Basic Operations, only. Horseback riding on trails for exercise is permitted.
7. **Hot spots.** In addition to the quarantine requirements ordered by the Governor of Texas for persons entering the State from certain cities and states, any City of Fair Oaks Ranch resident who returns to Fair Oaks Ranch from travel to an area known for having had an incidence of community spread of the Coronavirus, and therefore, a high-risk of COVID-19 infection, is strongly urged to self-quarantine in their home or place of lodging for a period of no less than fourteen (14) days, maintaining isolation from other persons to the maximum extent possible.
8. **Leaving the home for essential activities is permitted.** For purposes of this Emergency Order, individuals may leave their residence to perform any of the following Essential Activities:
- a. **For health and safety.** To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members

(including but not limited to, pets), such as, by way of example only without limitation, seeking emergency services, obtaining medical supplies or medication, or visiting a health care professional.

- b. **For necessary supplies and services.** To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others, such as, by way of example only and without limitation, groceries and food, household consumer products, supplies they need to work from home, and products necessary to maintain the safety, sanitation, and essential operation of residences.
 - c. **For outdoor activity.** To engage in outdoor activity, provided the individuals comply with Social Distancing Requirements, as defined below, such as, by way of example and without limitation, walking, hiking, running, or biking. Individuals may go to public parks and open outdoor recreation areas. However playgrounds may increase spread of COVID-19, and therefor shall be closed. **Consistent with guidance issued by the Texas Attorney General, as of the date of this revised Ordinance, private golf courses may allow the playing of golf only if there are no equipment rentals, caddies, or other golf course personnel involved. Social distancing must be maintained. Grounds keeping may continue and food sales may continue consistent with the rules for restaurants. Tennis courts, and driving ranges shall remain closed.**
 - d. **For certain types of work.** To perform work providing essential products and services at Essential Businesses or Operations (which, as defined below, includes Healthcare and Public Health Operations, Human Services Operations, Essential Government Functions, and Essential Infrastructure) or to otherwise carry out activities specifically permitted in this Emergency Order, including Minimum Basic Operations.
 - e. **To take care of others.** To care for a family member, friend, or pet in another household, and to transport family members, or pets as allowed by this Emergency Order.
 - f. **Religious Services.** If religious services cannot be conducted from home or through remote services, they should be conducted consistent with the Guidelines from the President and the CDC by practicing good hygiene, environmental cleanliness, and sanitation, and by implementing social distancing to prevent the spread of COVID-19.
9. **Elderly people and those who are vulnerable as a result of illness should take additional precautions.** People at high risk of severe illness from COVID-19, including elderly people and those who are sick, are urged to stay in their residence to the greatest extent possible except as necessary to seek medical care. Nothing in this Emergency Order shall be read to

contradict or prevent the state or county public health departments from issuing and enforcing isolation and quarantine orders pursuant to Chapter 81 of the Texas Health and Safety Code.

- 10. Healthcare and Public Health Operations.** For purposes of this Emergency Order, individuals may leave their residence to work for or obtain services through Healthcare or Public Health Operations.

Healthcare and Public Health Operations includes, but is not limited to: hospitals; clinics; dental offices; pharmacies; public health entities, including those that compile, model, analyze and communicate public health information; pharmaceutical, pharmacy, medical device and equipment, and biotechnology companies (including operations research and development, manufacture and supply chain); organizations collecting blood, platelets, plasma, and other necessary materials; reproductive health care providers; eye care centers, including those that sell glasses and contact lenses; home healthcare services providers; mental health and substance providers; other healthcare services; and entities that transport and dispose of medical materials and remains.

Specifically included in Healthcare and Public Health Operations are manufacturers, technicians, logistics, and warehouse operators and distributors of medical equipment, personal protective equipment (PPE), medical gases, pharmaceuticals, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, and tissues and paper towel products.

Healthcare and Public Health Operations also includes veterinary care and all healthcare services provided to animals.

Healthcare and Public Health Operations shall be construed broadly to avoid any impacts to the delivery of healthcare, as broadly defined. Healthcare and Public Health Operations does not include fitness and exercise gym, spas, salons and barber shops, tattoo parlors and similar facilities.

- 11. Human Services Operations.** For purposes of this Emergency Order, individuals may leave their residence to work for or obtain services at any Human Services Operations, including any provider funded by the Texas Department of Human Services, Texas Department of Children and Family Services, or Medicaid that is providing services to the public, including state-operated, institutional, or community-based settings providing human services to the public.

Human Services Operations includes, but is not limited to: long-term care facilities; day care centers, day care homes, group day care homes; residential settings and shelters for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders and/or mental illness; transitional facilities; home-based settings to provide services to individuals with physical, intellectual, and/or developmental disabilities, seniors, adults, and children; field offices that provide and help to determine eligibility for

basic needs including food, cash assistance, medical coverage, child care, vocational services, rehabilitation services; developmental centers; adoption agencies; businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged individuals, individuals with physical, intellectual, and/or developmental disabilities, or otherwise needy individuals.

Human Service Operations shall be construed broadly to avoid any impacts to the delivery of human services, broadly defined.

12. **Essential Infrastructure.** For purposes of this Emergency Order, individuals may leave their residence to provide any services or perform any work necessary to offer, provision, operate, maintain and repair Essential Infrastructure.

Essential infrastructure includes, but is not limited to; food production, distribution, and sale; construction (including, but not limited to, construction required in response to this public health emergency, hospital construction of long-term care facilities, public works construction, and housing construction); building management and maintenance; airport operations; operation and maintenance of utilities, including water, sewer, and gas; electrical (including power generation, distribution, and production of raw materials); distribution centers; oil and biofuel refining; roads, highways, railroads and public transportation; ports; cybersecurity operations; flood control; solid waste and recycling collection and removal and internet, video, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services).

Essential Infrastructure shall be construed broadly to avoid any impacts to essential infrastructure, broadly defined.

13. **Essential Governmental Functions.** For purposes of this Emergency Order, all first responders, emergency management personnel, emergency dispatchers, court personnel, law enforcement and corrections personnel, hazardous materials responders, child protection and welfare personnel, housing and shelter personnel, military, and other governmental employees working for or to support Essential Businesses and Operations are categorically exempt from this Emergency Order.

Essential Government Functions means all services provided by the State, municipality, county, political subdivision or agency of government and needed to ensure the continuing operation of the government agencies or to provide for or support the health, safety, and welfare of the public, and including contractors performing Essential Government Functions and identified employees and/or contractors necessary to the performance of those functions.

This Emergency Order does not apply to the United States government. Nothing in this Emergency Order shall prohibit any individual from performing or accessing Essential Governmental Functions.

14. **Businesses covered by this Emergency Order.** For the purposes of this Emergency Order, covered businesses include any for-profit, non-profit, or educational entities, regardless of the nature of the service, the function it performs, or its corporate or entity structure. Houses of worship are included as businesses covered by this Emergency Order and are not exempted under the list of Essential Businesses.
15. **Essential Businesses and Operations.** For the purposes of this Emergency order, Essential Businesses and Operations means Healthcare and Public Health Operations, Human Services Operations, Essential Governmental Functions, and Essential Infrastructure, and the following:
- a. **Stores that sell groceries and medicine.** Grocery stores, pharmacies, certified farmers' markets, farm and produce stands, supermarkets, convenience stores, and other establishments engaged in the retail sale of groceries, canned food, dry goods, frozen foods, fresh fruits and vegetables, pet supplies, fresh meats, fish, and poultry, alcoholic and non-alcoholic beverages, and any other household consumer products (such as cleaning and personal care products). This includes stores that sell groceries, medicine, including medication not requiring a medical prescription, and also that sell other non-grocery products, and products necessary to maintaining the safety, sanitation, and essential operation of residence and Essential Businesses and Operations;
 - b. **Food, beverage, and cannabis production and agriculture.** Food and beverage, manufacturing, production, processing, and cultivation, including farming, livestock, fishing, baking, and other production agriculture, including cultivation, marketing, production and distribution of animals and goods for consumption; licensed medical and adult use cannabis dispensaries and licensed cannabis cultivation centers; and businesses that provide food, shelter, and other necessities of life for animals, including animal shelters, rescues, shelters, kennels, and adoption facilities;
 - c. **Organizations that provide charitable and social services.** Businesses and religious and secular nonprofit organizations, including food banks, when providing food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, individuals who need assistance as a result of this emergency, and people with disabilities;
 - d. **Media.** Newspapers, television, radio, and other media services;
 - e. **Gas stations and businesses needed for transportation.** Gas stations and auto-supply, auto-repair, and related facilities and bicycle shops and related facilities;
 - f. **Financial institutions.** Banks, currency exchanges, consumer lenders, including but not limited, to payday lenders, pawnbrokers, consumer installment lenders and sales

finance lenders, credit union, appraisers, title companies, financial markets, trading and future exchanges, affiliates of financial institutions, entities that issue bonds, related financial institutions, and institutions selling financial products;

- g. **Hardware supply store.** Hardware stores and businesses that sell electrical, plumbing and heating material;
- h. **Critical trades.** Building and Construction Tradesman and Tradeswomen, and other trades including but not limited to plumbers, electricians, and exterminators, cleaning and janitorial staff for commercial and governmental properties, security staff, operating engineers, HVAC, painting, moving and relocation services, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, Essential Activities, and essential Businesses Operations;
- i. **Mail, post, shipping, logistics, delivery, and pick-up services.** Post offices and other businesses that provide shipping and delivery services, and businesses that ship or deliver groceries, food, alcoholic and non-alcoholic beverages, good or services to end users or through commercial channels;
- j. **Educational institutions.** Educational institutions-including public and private pre-k-12 schools, colleges, and universities-for purposes of facilitating distance learning, performing critical research, or performing essential functions provided that social distancing of six-feet per person is maintained to the greatest extent possible. This Emergency Order does not amend or supersede any statewide closure or the authority of a district to determine it will remain closed;
- k. **Laundry services.** Laundromats, dry cleaners, industrial laundry services and laundry service providers;
- l. **Restaurants for consumption off-premise.** Restaurants and other facilities that prepare and serve food, but only for consumption off-premises, through such means as in-house delivery, third-party delivery, drive-through, curbside pick-up, and carry-out. Schools and other entities that typically provide food services to students or members of the public may continue to do so under this Emergency Order on the condition that the food is provided to students or members of the public on a pick-up and takeaway basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site due to the virus's propensity to physically impact surfaces and personal property;
- m. **Supplies to work from home.** Businesses that sell, manufacture, or supply products needed for people that work from home;

- n. **Supplies for Essential Businesses and Operations.** Businesses that sell, manufacture, or supply other Essential Businesses and Operations with the support or materials necessary to operate, including computers, audio and video electronic, household appliance; IT and telecommunication equipment; hardware, paint, flat glass; electrical, plumbing and heating material; sanitary equipment; personal hygiene products; food, food additives, ingredients and components; medical and orthopedic equipment; optics and photography equipment; diagnostics, food and beverages, chemicals soaps and detergent; and firearm and ammunition suppliers and retailers for purposes of safety and security;
- o. **Transportation.** Airlines, taxis, transportation network providers (such as Uber and Lyft), vehicle rental services, paratransit, and other private, public, and commercial transportation and logistics providers necessary for Essential Activities and other purposes expressly authorized in this Emergency Order;
- p. **Home-based care and services.** Home-based care for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders, and/or mental illness, including caregivers such as nannies who may travel to the child's home to provide care, and other in-home services including meal delivery;
- q. **Residential facilities.** Residential facilities and shelters for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders, and/or mental illness;
- r. **Professional services.** Professional services, such as legal services, accounting services, insurance services, real estate services (including appraisal and title services). Open houses shall observe social distancing rules;
- s. **Day care centers for those providing essential services as defined by this Emergency Order;**
- t. **Manufacturing, distribution, and supply chain for critical products and industries.** Manufacturing companies, distributors and supply chain companies producing and supplying essential products and services in and for industries such as pharmaceutical, technology, biotechnology, healthcare, chemicals and sanitization, waste pickup disposal, agriculture, food and beverage, transportation, energy, steel and steel products, as well as products used by other Essential Businesses and Operations;
- u. **Hotels and motels.** Hotels and motels, to the extent used for lodging and delivery or carry-out food services;

- v. **Funeral services.** Funeral, mortuary, cremation, burial, cemetery, and related services;

16. Minimum Basic Operations. For the purposes of this Emergency Order, Minimum Basic Operations include the following, provided that employees comply with Social Distancing Requirements, to the extent possible, while carrying out such operations:

- a. The minimum necessary activities to maintain the value of the business's inventory, preserve the condition of the business's physical plant and equipment, ensure security, process payroll and employee benefits, or for related functions.
- b. The minimum necessary activities to facilitate employees of the business being able to continue to work remotely.

17. Essential Travel. For the purposes of this Emergency Order, Essential Travel includes travel for any of the following purposes. Individuals engaged in any Essential Travel must comply with all Social Distancing Requirements as defined in this Section.

- a. Any travel related to the provision of or access to Essential Activities, Essential Governmental Functions, Essential Businesses and Operations, or Minimum Basic Operations.
- b. Travel to care for elderly, minors, dependents, persons with disabilities, or other vulnerable persons.
- c. Travel to or from educational institutions for purposes of receiving materials for distance learning, for receiving meals, and any other related service.
- d. Travel to return to a place of residence from outside the jurisdiction.
- e. Travel required by law enforcement or court order, including to transport children pursuant to a custody agreement.
- f. Travel required for non-residents to return to their place of residence outside the City.

18. Social Distancing Requirements. For purposes of this Emergency Order, Social Distancing Requirements includes maintaining at least six-foot social distancing from other individuals, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, and not shaking hands.

- a. **Required measures.** Essential Businesses and Operations and businesses engaged in Minimum basic Operations must take proactive measures to ensure compliance with Social Distancing Requirements, including where possible;

- i. **Designate six-foot distances.** Designating with signage, tape, or by other means a six-foot spacing for employees and customers in line to maintain appropriate distance;
 - ii. **Hand sanitizer and sanitizing products.** Having hand sanitizer and sanitizing products readily available for employees and customers;
 - iii. **Separate operating hours for vulnerable populations.** Implementing separate operating hours for elderly and vulnerable customers; and
 - iv. **Online and remote access.** Posting online whether a facility is open and how best to reach the facility and continue services by phone or remotely.
19. Any peace officer or other person with lawful authority is hereby authorized to enforce the provisions of this local Ordinance in accordance with Section 1.01.009 of the City Code or Ordinances. A fine or penalty for the violation of a rule, ordinance or police regulation that governs public health may not exceed \$2,000 (\$2,000.00).
20. Any peace officer or other person with lawful authority is further authorized to enforce the provisions of the Ordinance in accordance with the authority granted under the Texas Disaster Act of 1975, as applicable, which allows a fine not to exceed \$1000.00 and confinement not to exceed 180 days pursuant to Government Code 418.173.
21. The Mayor, Local Health Authority and Director of Health may update restrictions set out in this Exhibit as necessary to respond to the evolving circumstances of this outbreak during the duration of the Mayor's Declaration of Public Health Emergency and any extension by the City Council.
22. Any portion of this order that restricts an essential service or permits a non-essential service that conflicts with any order of the Governor or the Bexar County Judge shall be superseded by those provisions of the Governor or County Judge orders accordingly. However, nothing herein should be read to prohibit the City from enacting and enforcing orders that are more strict than the State or County where permitted by the Constitution as a home-rule municipality of the State of Texas and such authority is explicitly reserved herein.