



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

February 20, 2020 6:30 PM
Public Safety Building
7286 Dietz Elkhorn, Fair Oaks Ranch

I. OPEN MEETING

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

II. CITIZENS and GUEST FORUM / PRESENTATIONS

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

- A. Citizens to be heard.
- B. Reading of a Proclamation honoring the life of former City Mayor, Dan Kasprowicz.
- C. Reading of a Proclamation honoring the 70th Wedding Anniversary of Robert Wilson "R.W" and Fran Pratt.
- D. Former Police Building/City Hall repurpose update.
Tobin Maples, City Manager and Holly Sanchez, Studio S Architekts Consultant

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 February 6, 2020 Regular City Council Meeting Minutes. Pgs. 4-6
- B. Approval of the second reading of an Ordinance granting a transmission and distribution electric utility franchise to Pedernales Electric Cooperative, Inc. (PEC). Pgs. 7-14
- C. Approval authorizing the City Manager to sign an Agreement with Strategic Government Resources (SGR) for Executive Recruitment Services for the position of Chief of Police. Pgs. 15-21
- D. Approval of the final plat that establishes Front Gate Unit 5. Pgs. 22-25

IV. PUBLIC HEARING

- A. The City Council of the City of Fair Oaks Ranch, Texas, will conduct a public hearing to receive public testimony on the proposed amendments to the Water and Wastewater Impact Fees, Land Use Assumptions and Capital Improvements Plan. Pgs. 26-43
 - 1. Mayor opens the public hearing.
 - 2. Staff Report and consultant presentation of the proposed updates to the Water and Wastewater Impact Fees.

3. City Council receives public testimony for/against the Water and Wastewater Impact Fee updates.
4. Mayor closes the public hearing.
5. City Council discuss the proposed Water and Wastewater Impact Fee Updates, inclusive of asking questions of staff and/or consultants.

V. CONSIDERATION/DISCUSSION ITEMS

- A. Consideration and possible action approving the first reading of an Ordinance amending the Water and Wastewater Impact Fees, Division 2 and 3 Land Use Assumptions Plan, and Water and Wastewater Improvements Plan.
Ron Emmons, P.E., Director of Public Works Pgs. 44-52
- B. Consideration and possible action accepting private monetary donations for the City's feral hog removal project.
Carole Vanzant, Assistant City Manager Pg. 53
- C. Consideration and possible action approving an agreement with Ortiz Game Management and Wildlife Development for feral hog trapping and removal services in the City of Fair Oaks Ranch and authorizing the City Manager to sign said Agreement.
Carole Vanzant, Assistant City Manager Pgs. 54-65
- D. Discussion regarding the structure of a Stormwater Utility.
Ron Emmons, P.E., Director of Public Works & Ryan Sowa P.E., Consultant Kimley Horn Pgs. 66-85
- E. Discussion regarding Boards and Commission appointments.
Christina Picioccio, City Secretary Pgs. 86-88

VI. REPORTS FROM STAFF/COMMITTEES/COUNCIL

- A. Police Department Annual Report. Tim Moring, Interim Chief of Police

VII. CONVENE INTO EXECUTIVE SESSION

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

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

VIII. RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

IX. ADJOURNMENT

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

Signature of Agenda Approval: _____

Tol E. Maple

I, Christina Picioccio, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the city's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times. Said Notice was posted by 5:00 PM February 17, 2020 and remained so posted continuously for at least 72 hours before said meeting was convened.

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

**CITY OF FAIR OAKS RANCH
CITY COUNCIL MEETING MINUTES
February 6, 2020
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015**

I. OPEN MEETING

A. Roll Call – Declaration of a Quorum

Present: Mayor Manitzas, 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 9:32 AM.

B. The Pledge of Allegiance was led by resident and Zoning Board of Adjustment member, Rich Nichols.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. Citizens to be heard.

1. Council Member Koerner expressed gratitude to staff regarding improvements made to the sidewalk on Battle Intense.
2. Paul Knoll introduced himself to Council and residents and noted that he is running for Constable of Precinct 2 of Kendall County.

B. Joanna Merrill, the City's Human Resources Director, introduced the Jarvis T. Banks, the newly hired Utility Technician.

C. Joanna Merrill announced the Employee of the Quarter is Santiago "Jim" Aguilar.

III. CONSENT AGENDA

A. Approval of the January 16, 2020 Regular City Council Meeting Minutes.

B. Approval of a Resolution ordering a General Election to be held May 2, 2020 for the election of Council Member Places 2 and 6.

C. Approval of a Resolution authorizing a Joint Election Agreement with Bexar County Elections relating to the May 2, 2020 election and authorizing the City Manager to execute all documents in connection therewith.

D. Approval of a Resolution adopting the Bexar County Election Voting System and Software.

E. Approval of the second reading of an Ordinance calling the Special Election reauthorizing the levying of local sales and use tax for the maintenance and repair of municipal streets.

F. Approval of Mayor Manitzas' absence from the January 16, 2020 City Council meeting.

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

IV. CONSIDERATION/DISCUSSION ITEMS

A. Discussion regarding traffic control report for intersections at Battle Intense at Hansel Drive/High Eschelon and Keenland Drive at Battle Intense /Venturer Lane.

Mike Garza, P.E., General Engineering Consultant with Legacy Engineering provided the results of a traffic engineering study of the intersections at Battle Intense at Hansel Drive/High Eschelon and Keenland Drive at Battle Intense/Venturer Lane. Initial results indicate that neither of the intersections warrant a stop sign and noted that City staff has improved visibility on Hansel/High Eschelon intersection by trimming back vegetation. Consultant recommends and City Council agreed to a follow-up study in the spring. Alternative traffic pattern solutions were also proposed.

B. Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement for an IT Vulnerability Assessment.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Patel to authorize the City Manager to sign a Professional Services Agreement with CyberDefenses, Inc. for an IT risk analysis and vulnerability assessment.

VOTE: 7-0; Motion Passed.

C. Consideration and possible action approving the first reading of an Ordinance granting a transmission and distribution electric utility franchise to Pedernales Electric Cooperative, Inc. (PEC).

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Koerner to approve the first reading of an Ordinance granting a 10-year franchise agreement to Pedernales Electric.

VOTE: 7-0; Motion Passed.

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

- A. Director of Finance, Sarah Buckelew, provided the quarterly financial and investment reports.
- B. Ron Emmons P.E., Public Works Director, provided an update on the Storm Water Utility noting that the Consultant will present findings on the utility structure at the February 20th City Council meeting. He announced that a Town Hall will be held on this subject 6:30 PM on February 25, 2020 at the Cibolo Creek Church.
- C. Joanna Merrill, Human Resources and Communications Director, provided an update on the State of the City Event. The luncheon will be held at the River Rock Event Center, 30260 Saratoga Lane, Fair Oaks Ranch, March 3, 2020 11:30 AM – 1:30 PM.

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.

City Council convened into Executive Session at 11:10 AM regarding:

- D. 551.074 (Personnel Matters) – to discuss the recruitment and hiring process for the position of Chief of Police.

III. RECONVENE INTO OPEN SESSION

The Mayor reconvened into Open Session at 11:37 AM. No action was taken.

VIII. ADJOURNMENT

Mayor Pro Tem Elizondo inquired about the status of the filling vacant MDD seat. Research is still ongoing in regards to reviewing processes on all Boards and Commissions. This item will be presented at the February 20, 2020 meeting.

Mayor Manitzas adjourned the meeting at 11:39 AM.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM

City of Fair Oaks Ranch, Texas

February 20, 2020

AGENDA TOPIC: Approval of the second reading of an Ordinance granting a transmission and distribution electric utility franchise to Pedernales Electric Cooperative, Inc. (PEC)

DATE: February 20, 2020

DEPARTMENT: Administration

PRESENTED BY: Assistant City Manager, Carole Vanzant

INTRODUCTION/BACKGROUND:

In Kendall County and a portion of Comal County of our City, the exclusive purveyor for electric transmission and distribution is Pedernales Electric Cooperative (PEC). The rental cost of using city rights of way, easements, and streets to transmit and distribute their services is known as a franchise fee. The fee is assessed in accordance to an approved franchise agreement, adopted by Ordinance.

The first adopted ten-year franchise agreement between the City and PEC was in 1989. Subsequent franchise agreements were adopted in 1999 and 2009. In 2019, prior to the expiration of the current agreement, PEC agreed to an extension of the agreement to afford staff and legal, on both sides, time to perform a thorough review.

For your consideration and approval today is the proposed Franchise Agreement finalized by city staff and PEC. Agreement enhancements, *in italics*, include in:

- Section 5
 - *A written consent, excluding emergency responses, by the City Manager prior to PEC performing work in the City is required; previously no consent was required.*
 - *Restoration shall be in accordance with the city's Unified Development Code and other applicable ordinances; previously no defined guide was provided.*
- Section 8
 - *Authorizes a 4% franchise fee of gross revenues; up from 2% (since 1989) and is in line with other electric and gas service providers.*
- Section 10
 - *Agreement may not be assigned without the City's prior consent; previously assignment without consent was allowed.*
- Section 13
 - *Notices are to be provided to the Office of the City Manager and to the city's legal firm; previously no notice was required to be sent to Legal or to a defined employee of the City.*

To comply with statutory regulations, the following time table will apply:

Time Table for Implementation		
Legislative Action	First Reading of Ordinance	02/06/2020
	Second Reading and Adoption of Ordinance	02/20/2020
Effective date	Franchise Effective Date	02/20/2020
PEC Member Notices (TX Utility Code §41.061)	Send Notice of Fee to Members <u>30 days BEFORE implementation</u>	Member letter target date: 2/21/2020 30 day period ends 3/21/2020
Fee Application Phase (Franchise §8)	Fee Implementation date (first of month <u>after</u> 30 day notice period)	04/01/2020
	New rate shown on bills	Starting 05/01/2020
	Quarterly revenues transferred to City within 45 days of close of quarter	08/2020

At the February 6, 2020 City Council meeting, City Council approved the first reading of the ordinance.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Continued payment of quarterly franchise fees for the use of city streets, easements and rights of way
2. Complies with City Charter relative to authorizing the City Manager to negotiate franchise agreements

LONGTERM FINANCIAL & BUDGETARY IMPACT:

A 4% fee on gross sales of electric transmission and distribution in the Pedernales Electric Cooperative service area of Fair Oaks Ranch. Based on usage in FY2018/19, the City received \$42,479 in PEC franchise fees. At 4% the receivable would have been \$63,718.

LEGAL ANALYSIS:

Legal assisted in drafting the agreement and, approved the final version as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda (Approval of the first reading of an Ordinance granting a 10-year franchise agreement to Pedernales Electric.)

AN ORDINANCE

AN ORDINANCE OF THE CITY OF FAIR OAKS RANCH, TEXAS, GRANTING A TRANSMISSION AND DISTRIBUTION ELECTRIC UTILITY FRANCHISE TO PEDERNALES ELECTRIC COOPERATIVE, INC. EXCLUSIVE TO THE AREA IN WHICH PEC IS THE ONLY CERTIFIED PROVIDER OF SUCH SERVICES FOR A TEN YEAR TERM COMMENCING ON THE EFFECTIVE DATE; CONTAINING VARIOUS TERMS AND CONDITIONS WITH REGARD TO THE GRANT OF SUCH FRANCHISE; CONTAINING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ANY AND ALL KINDS OF ORDINANCES, REGULATIONS, RULES, OR POLICIES THAT ARE IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Grant. The City of Fair Oaks Ranch, Texas ("City"), pursuant to this ordinance ("Ordinance") does hereby grant unto Pedernales Electric Cooperative, Inc. and to any of the cooperative's affiliates, successors and permitted assigns ("Cooperative"), the right, privilege, and franchise to erect, construct, maintain, operate, use, extend, remove, replace, and repair in, under, upon, over, and across, and along any and all of the present and future streets, squares, parks, lanes, alleys, and public utility easements owned or controlled, or hereafter owned or controlled by the City and over and across any stream or streams, bridge, or bridges, now or hereafter owned or controlled by the City, a system of poles, pole lines, transmission and distribution lines, wires, guys, conduits, conductor, transformers, enclosures, concrete pads, ground rods, cable risers, and fiber optic cables and other desirable instrumentalities and appurtenances necessary or proper for the purpose of transmitting, distributing, carrying, conducting, conveying, supplying, furnishing and selling to the City and the inhabitants of the City or other person or persons, firms or corporations, whether within or without the City, electricity, energy, power, light, heat, energy services, and for any other purpose for which electricity or energy services may be now or hereafter used and for communication signals or the capability and capacity for transport of communication signals of whatever kind and character; to carry and transport communication signals by means of said poles, transmission and distribution lines, wires, guys, conduits, conductor or other instrumentalities to sell and distribute same to the City, the inhabitants of said City, and any other persons, firms or corporations whether within or without the City.

Section 2. Non-exclusivity. Other than in the Pedernales Electric Cooperative, Inc. service area in the city limits of Fair Oaks Ranch, this franchise is not exclusive, and nothing herein shall be construed so as to prevent the City of Fair Oaks Ranch, Texas from granting other like or similar rights and privileges to any other person, firm or corporation consistent with applicable state law.

Section 3. City Property; Annexation. It is expressly understood and agreed that this Ordinance grants the Cooperative the rights and privileges contained in Section 1 above only as to property located within the corporate limits of the City presently in the Cooperative's service area and to property hereinafter annexed by the City which is located

within the Cooperative's service area. The City shall notify Cooperative in writing of the effective date of any annexation of property into the City limits that would require Cooperative to include such properties for purposes of calculations of any amounts due under this Ordinance. Cooperative shall not be liable for any late payments, penalties or interest on the portion of a quarterly payment that does not include gross revenues for Cooperative customers within a newly annexed area until ninety (90) days after written notice from the City to the Cooperative of any such annexation. Thereafter the Cooperative shall assure that any and all customers located within such annexed territory be included and shown on its accounting system as being within the City. After such ninety (90) day written notice from the City to the Cooperative, all customers' accounts located within such annexed territory shall begin accrual for purposes of the payment provisions specified in this Ordinance.

Section 4. Relocation; Electric Facilities; Pole Attachments.

(a) If the City, in order for the accommodation or new construction of its sewers, water lines, streets or other public works, shall require any structures, lines, guys, or other installations of the Cooperative located in a street or other City right-of-way to be shifted or relocated to a new position in a street or other available right-of-way, such structures, lines, guys, or other installations shall be so shifted or relocated by the Cooperative at the Cooperative's expense; provided, however, the City shall work with Cooperative in good faith to determine the most cost effective method of relocation or shifting of Cooperative's facilities. City shall give the Cooperative reasonable prior written notice of its projects requiring relocation of the Cooperative's facilities, and shall provide an alternate public easement for relocation. In the event that Cooperative is required by City to remove or relocate its facilities under this Section and City is eligible under federal, state county, local or other programs for reimbursement of costs and expense incurred by Cooperative as a result of such removal or relocation, and such reimbursement is required to be handled through the City, Cooperative costs and expenses shall be included in any application by City for reimbursement. City shall provide reasonable notice to Cooperative of the deadline for Cooperative to submit documentation of the costs and expense of such relocation to City. If reimbursement is available for relocation, the Cooperative shall receive its portion of reimbursement payments attributable to its facilities. For the avoidance of doubt, the City may not require the Cooperative to relocate its facilities underground in a public easement, and a location underground in a public easement will not constitute an "alternate public easement" for purposes of this Section, unless the Cooperative's facilities which the City seeks to have relocated are located underground before the City's request for relocation.

(b) If a third-party desires or the City requires Cooperative to adapt or conform any of Cooperative's facilities, or in any way alter, relocate or change Cooperative's property to enable any third party (whether public or private), other than the City, to use the rights-of-way, Cooperative shall have the right, as a condition of any such alteration, change or relocation, to require payment to Cooperative for any and all loss, cost or expense occasioned thereby to be paid by the third party. The City shall, as part of any franchise agreement with any third party entered into after the date of this Ordinance, attempt to include the

requirement of payment to Cooperative for any and all loss, cost or expense occasioned by any necessary alteration, change or relocation.

(c) The Cooperative shall permit private or public entities desiring to provide communication services to the City to use existing Cooperative poles, provided that such attachment and use is feasible, does not interfere with Cooperative's ability to utilize its facilities for its purposes, and is not in conflict with the National Electric Safety Code, other safety procedures or requirements of Cooperative, and such entity obtains any necessary right-of-way or easement or permits or licenses for its use. Such use shall be subject to the entity's execution of Cooperative's form of contract for pole attachment and payment of the Cooperative applicable fees.

Section 5. Operations and Maintenance.

(a) With the written consent the of the City Manager, the Cooperative may open-cut streets, curbs and sidewalks, and may bore, or utilize any other methods (including, but not limited to tree trimming) it deems reasonably necessary to construct, operate and maintain the Cooperative facilities within the City and remove obstructions to the Cooperative's facilities that endanger or interfere with the efficiency of the Cooperative's facilities. The design, construction and maintenance of the Cooperative facilities shall be in accordance with Cooperative standards. Structures, lines, guys, and other installations shall be erected consistent with the National Electrical Safety Code and any other applicable state and national standards. The written consent of the City Manager is not required when the Cooperative is responding to an emergency.

(b) When practicable, in accordance with the city's Unified Development Code and other applicable ordinances, the surface of any street, alley, or public way or place disturbed by the Cooperative shall be restored to substantially the same condition existing prior to the work by the Cooperative within a reasonable time after the completion of the work. No street, alley, or public way or place shall be encumbered by the Cooperative for a longer period than shall be reasonably necessary to execute the work.

Section 6. Indemnification - Cooperative. THE COOPERATIVE WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, LEGAL ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO ANY WORK DONE IN THE PERFORMANCE OF THIS ORDINANCE ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE COOPERATIVE, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, PROVIDED, HOWEVER, THAT THE COOPERATIVE SHALL NOT BE LIABLE FOR ANY SUIT, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES ARISING OUT OF A WILLFUL ACT OR NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

Section 7. Term. This Ordinance shall be in force and effect for a period of ten (10) years from and after the date on which the City adopts it in the form authorized by the

Cooperative (the "Effective Date"). The payments provided for in Section 8 of this Ordinance shall be effective for the Cooperative's gross revenues from its sale of energy and power sold within the City commencing on the first day of the month following the thirty (30) day notice period that the Cooperative is required to provide to the Cooperative's customers.

Section 8. Franchise Fee.

(a) In consideration of the rights granted to the Cooperative herein, the Cooperative, during the term of this Ordinance shall pay a fee of four percent (4%) of the gross revenues received by the Cooperative from the Cooperative's sale of energy and power sold to customers within the city limits of the City during such previous year or previous quarter. It is agreed that such payment is in addition to any ad valorem tax now or hereafter to be assessed and collected under the authority of the City's charter or under the laws of the State of Texas. Other than with respect to such ad valorem taxes, the payment so provided for in this Section is in lieu of all other fees or charges of any nature, and the City shall not impose or collect, nor attempt to impose or collect, any other charge or fee in connection with the construction, operation, and maintenance of the Cooperative facilities within the City. The term "gross revenues" shall not include (1) local, state, or federal taxes collected by Cooperative that have been billed to its customers and separately stated on customers' bills, (2) the franchise fee paid under this Ordinance, (3) revenue uncollectible from customers (i.e., bad debts) with billing addresses in the City that may have previously been included in gross revenues, or (4) revenue from the Cooperative's pole attachment agreements. Cooperative shall be entitled to list the franchise fee as a separate line item on monthly bills of Cooperative members who have meters within the City limits. The payment provided for in this Section 8 will reflect the Cooperative's gross revenues on a quarterly basis and will be due the City within forty-five (45) days after the close of each quarter in the Cooperative's fiscal year.

(b) If Cooperative elects to provide customer choice pursuant to the terms of the Public Utility Regulatory Act ("PURA"), the fee due under this Ordinance shall be as provided in the Texas Utilities Code Section 33.008 for a transmission and distribution utility.

Section 9. Reports. Upon City's request, at reasonable intervals not to exceed once per fiscal year, the Cooperative will provide to City reports setting out matters concerning energy and power sold by reason of the operation of the Cooperative within the City.

Section 10. Assignment. Company may not assign this Franchise without the City's prior written consent, which consent shall not be unreasonably withheld. For the avoidance of doubt, a transfer of this Ordinance by virtue of a sale by the Cooperative of all or substantially all of its assets in the City shall not require consent of the City, but Cooperative shall provide City written notice within thirty (30) days of such transfer.

Section 11. Superseding Effect. This Ordinance supersedes for all purposes any other written agreements with respect to the franchise prior to the acceptance of this

Ordinance. This Ordinance shall supersede and take precedence over inconsistent ordinances, resolutions, or regulations hereafter or previously passed by the City.

Section 12. Severability. The provisions of this Ordinance are severable, and if any court of competent jurisdiction enters a final order which holds that any section, subsection, sentence, clause, phrase, or other portion of this Ordinance is invalid, illegal, or otherwise unenforceable, then any such portion shall be deemed a separate, distinct and independent provision, and any such ruling shall not affect any other provision of this Ordinance which are not specifically designated as being illegal, invalid or unenforceable.

Section 13. Notices. Notice to the parties under this Ordinance shall be in writing and shall be by certified mail, return receipt requested, or by private delivery service such as Federal Express or U.P.S. addressed as follows:

To the City:

City of Fair Oaks Ranch, Texas
Office of the City Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

With a copy to:

Denton, Navarro, Rocha, Bernal & Zech
Attn: Counsel for the City of Fair Oaks Ranch
2517 N Main Ave
San Antonio, TX 78212

To the Cooperative:

Pedernales Electric Cooperative, Inc.
Attn: Finance Department
PO Box 1
Johnson City, Texas 78636-0001

With a copy to:

Pedernales Electric Cooperative, Inc.
Attn: General Counsel
PO Box 1
Johnson City, Texas 78636-0001

Notice shall be effective upon the earlier to occur of actual receipt or the expiration of three (3) business days from the date of deposit in an official depository of the United States Postal Service.

Section 14. Confidential Information. To the extent allowed by law, including the Texas Public Information Act, the City agrees to hold in strict confidence any non-public information, information marked proprietary or confidential that it receives from the Cooperative or such information that by its nature or under the particular circumstances of disclosure should be understood by City, exercising its reasonable judgment, to be the confidential information of the Cooperative.

Section 15. Effective Date. This Ordinance shall take effect immediately from and after its passage and adoption in accordance with the provisions allowed by law; provided, however, the payment of the franchise fee will be as described in Section 8.

Section 16. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on the first reading on 6th day of February, 2020.

PASSED, APPROVED, AND ADOPTED on the second reading, this 20th day of February, 2020.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

ACKNOWLEDGED, ACCEPTED, AND AGREED TO:

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: _____

NAME: _____

DATE: _____



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
February 20, 2020

AGENDA TOPIC: Approval authorizing the City Manager to sign an Agreement with Strategic Government Resources (SGR) for Executive Recruitment Services for the position of Chief of Police.

DATE: February 20, 2020

DEPARTMENT: Administration

PRESENTED BY: Tobin E. Maples, ACIP, City Manager

INTRODUCTION/BACKGROUND:

At the February 6, 2020, City Council meeting, Council was briefed regarding the desired methodology to advance the recruitment process for the position of Chief of Police. The attached agreement encompasses the scope of services for a full-service recruitment at a not-to-exceed maximum price of \$26,500.

As a reminder, an RFQ process is not required to retain an executive search firm and SGR is a highly reputable firm with extensive recruitment experience for executive level local government searches.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Provides the City with a customized recruitment process charged with fostering community participation and additional layers of ownership (Council, Citizen, Stakeholder, & Peers).

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Not-to-exceed maximum price of \$26,500. Staff anticipates covering this cost via salary savings within the Police Department. If necessary, a mid or year-end budget amendment will be processed for Council consideration.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda (I move to approve an Agreement with Strategic Government Resources (SGR) for Executive Recruitment Services for the position of Chief of Police).

**Agreement for Executive Recruitment Services
for Chief of Police
between**

Strategic Government Resources, Inc. ("SGR")
and
City of Fair Oaks Ranch, Texas ("Organization")

Scope of Services. SGR shall provide all services for recruitment as described in the formal proposal submitted and described in abbreviated form as follows:

- Develop a position profile and recruitment brochure for the position. *****Please note that for any changes made to the Position Profile Brochure after the position is launched, there will be a \$250 Change Fee per occurrence*****
- Place ads in appropriate professional publications, as approved.
- Social media and email marketing of position.
- Identify high-probability prospects and follow up with those prospects.
- Receive, track, and maintain all inquiries and applications.
- Conduct a "triage" level review of all resumes and conduct initial phone/email conversations with candidates.
- Develop written questionnaire customized to the position, distribute questionnaires to semifinalist candidates, and evaluate responses.
- Conduct pre-recorded online interviews with up to 12 semifinalist candidates.
- Conduct Stage 1 Media Searches on up to 12 semifinalist candidates.
- Provide periodic updates regarding the progress of the search, as frequently as desired.
- Assist Organization in developing a short list of up to 6 finalist candidates recommended for interviews and present a verbal briefing on relevant issues related to each.
- Assist in preparation of recommended interview questions and of the interview process.
- Conduct comprehensive Stage 2 Media Searches on up to 6 finalist candidates.
- Conduct psychometric assessments on up to 6 finalist candidates, if requested.
- Conduct Reference Checks. Our reference checks are the most comprehensive in the industry. We will talk to as many professional contacts as necessary in order to fully

understand a given candidate's style, personality, strengths, and weaknesses. We will ask candidates for contacts from their current or most recent organization, including:

- All Department Heads and/or Direct Reports
- Two Professional Peers in other organizations
- All Assistant or Deputy City Managers, if any
- All Elected Officials
- Two Community Leaders
- Any other individuals who would provide meaningful insights

We always seek out the candidate's greatest critics and greatest fans to ensure a complete, yet balanced, perspective and overview of each candidate.

- Conduct comprehensive background investigation on up to 6 finalist candidates consisting of SSN trace and address verification; credit and financial summaries and credit bureau report; personal information, address, and employment comparisons; county criminal and civil records search (for last three counties of residence); state criminal records search (for last three states of residence); county warrants and warrants; Federal criminal records search; InstaCriminal national search; Global homeland security search; sex offender records search; driving/motor vehicle records; education verification for highest degree obtained; employment verification (if desired); and military verification (if desired).

The Organization shall:

- Provide photos/graphics and information necessary to develop position profile brochure.
- Provide reproduction of hard copy brochure production, if desired.
- Provide any direct mailings desired by the Organization.
- Provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests.
- Reimburse finalists for travel-related expenses to interview.

SGR shall be compensated by the Organization as detailed below:

- Pricing
 - Professional Services = \$18,500.
 - Expenses Not-to-Exceed = \$8,000.
 - **Not-to-Exceed Maximum Price = \$26,500*** (*Plus any optional services as described below, if desired.*)
- Expense Items (*included in not-to-exceed price above*) - SGR considers incidentals to be covered by the professional services fee, and we do not bill the Organization for any

expenses except for those explicitly detailed herein. The expense items included in the not-to-exceed amount are as follows.

- Professional production of a high-quality brochure. This brochure (typically four pages) is produced by SGR's graphic designer for a flat fee of \$1,500.
- Marketing and Ad Placements:
 - Announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter.
 - Email blast to SGR's profession-specific opt-in subscriber list.
 - Featured post on SGR's website.
 - Featured ad on SGR's job board.
 - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, Instagram.
 - Targeted ad placements on LinkedIn users' pages who have been selected by LinkedIn's algorithm to be a match for your job posting.
 - Ad placements with one national association and one state association. These two ads are billed at actual cost, with no markup for overhead. Additional ad placements, of the organization's choice, will be billed over and above the not-to-exceed maximum price.
- Online Interviews. There is a cost of \$200 for each recorded online interview (up to 12 semifinalist candidates included in not-to-exceed expenses above).
- Comprehensive Media Reports – Stage 2. There is a cost of \$500 per candidate (up to 6 finalist candidates included in not-to-exceed expenses above).
- Comprehensive Background Investigation Reports. There is a cost of \$400 per candidate for our comprehensive background screening reports prepared by our licensed private investigation provider (up to 6 finalist candidates included in not-to-exceed expenses above).
- Travel and related costs for the Recruiter are incurred for the benefit of the Organization including travel to/from airport. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Up to four (4) visits/trips by the Recruiter to the Organization. Any additional visits/trips by the Recruiter will be billed over and above the not-to-exceed maximum price.
- Billing
 - Professional fees for the search are billed in three equal installments during the course of the search. The initial installment is billed after the Organizational Inquiry and Analysis is completed. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the search. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.

Organization Contact for Invoicing:

Name: _____

Position: _____

Email: _____

Phone: _____

- **Supplemental Services (not included in not-to-exceed maximum price above)**
 - Printing of documents and materials. The reproduction costs for briefing materials for the governing body and/or search committee up to 10 binders, which include semifinalist and finalist materials are billed at 26 cents per copy, plus the cost of binders and shipping. Flash drives are billed at \$10 each.
 - Candidate Travel. Candidates are typically reimbursed directly by the Organization for travel expenses. If the Organization prefers a different arrangement for candidate travel, SGR will be glad to accommodate the Organization's wishes.
 - Stakeholder Survey. SGR will conduct a Stakeholder Survey for \$1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the organization.
 - Additional Ad Placements. Additional ad placements, as approved by the organization, that are not included in the not-to-exceed expenses will be billed back at actual cost with no markup for overhead.
 - DiSC or IOPT Assessments. There is a cost of \$150 per candidate for the DiSC or IOPT Management profile.
 - Site Visits to Communities of Finalist Candidates will be charged at a day rate of \$1,000 per day, plus travel expenses.
 - In the unexpected event the Organization shall request that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark-up for overhead.
 - If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Terms and Conditions:

- SGR guarantees that the Organization will be satisfied with the results of the recruitment process, or SGR will repeat the entire process at no additional professional fee until the Organization selects a candidate. Additionally, if the Organization selects a candidate (that SGR has fully vetted through our recruitment process) who resigns or is released within 18 months of their hire date, SGR will repeat the process at no additional professional fee to the Organization. If the Organization circumvents SGR's recruitment process or selects a candidate that did not participate in the full recruitment process, this service guarantee is null and void.
- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice. In such event SGR will be compensated for all work satisfactorily completed up to and through the date of termination. In addition, SGR shall provide to the Organization all information obtained during the search process through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and to SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure.

Approved and Agreed to, this the _____ day of _____, 2020 by and between

Melissa Valentine, Managing Director of
Recruitment and Human Resources
Strategic Government Resources

City of Fair Oaks Ranch, Texas

Printed Name: _____

Title: _____



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
February 20, 2020

AGENDA TOPIC: Approval of the Final Plat that establishes Front Gate Unit 5
DATE: February 20, 2020
DEPARTMENT: Public Works
PRESENTED BY: Ronald C. Emmons, P.E., Public Works Director

INTRODUCTION/BACKGROUND:

In January 2020, a Final Plat, establishing Front Gate Unit 5, was submitted to the Public Works Department by Vickrey and Associates, Inc. This tract of land is generally located in the south east section of the Front Gate private subdivision. This subdivision is the tenth unit in the Front Gate subdivision. Pertinent information regarding the progress of the subdivision can be found in the table below:

Front Gate Unit	Final Plat Approval Date	Total Area (ac)	Residential Lots
1	3/15/2012	21.71	59
2A	7/6/2016	7.78	19
2B	5/16/2019	12.11	26
3	4/18/2013	16.58	56
4	3/21/2019	21.94	65
5	-	14.75	49
8	5/16/2013	15.85	51
9	5/31/2017	12.44	54
10	10/20/2014	12.37	44
12	1/25/2018	20.33	62
6 & 7	-	28	57
*Total	-	184	542

*All values are based on the original master plan and may be subject to change.

On January 2, 2020 City Council voted to approve the tree preservation and protection plan that called for the removal of eight (8) Heritage Trees from the area of the proposed street location. To mitigate, twenty-four (24) trees with a caliper of at least two and one half - inches (2.5") will be planted. This action satisfied the prerequisite requirement for approval of the preliminary plat.

On January 2, 2020, City Council voted to approve the preliminary plat after the Planning and Zoning Commission voted to recommend approval at their December 12, 2019 regularly scheduled meeting. A couple weeks following the preliminary plat approval by City Council, Vickrey and Associates submitted a final plat, construction documents, and the remaining administrative items to the City.

After one round of review and comments, Vickrey and Associates submitted an updated final plat package with varying supporting documentation.

The Planning and Zoning Commission approved the final plat at their February 13, 2020 meeting.

The Public Works Department recommends the P&Z Commission approve the final plat that establishes Front Gate Unit 5.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Article II, Section 5 of the City Subdivision Ordinance titled, Processing of Final Plat contains the following:

A. Staff Review.

City Staff will inspect the Final Plat and the Plans and Specifications to verify that the submittal conforms to all of the requirements of this Ordinance. The Subdivider will be informed in writing by the City Administrator of any deficiencies. Prior to final plat approval, City staff shall furnish the Fair Oaks Ranch Public Works Department a report concerning utility and street construction plans, bonding requirements and filing fees. When the Public Works Department is satisfied that all conditions and requirements have been met, the Public Works Department shall recommend approval of the plat at their next scheduled meeting.

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

The Fair Oaks Ranch Public Works Department shall recommend that City Council approve or disapprove the final plat, plans and specifications within 30 days of the date on which a complete final plat submission is received by the City Administrator. The Public Works Department's recommendation of the final plat, plans and specifications shall not constitute final plat approval, but is the authorization to present the plat, plans and specifications to the City Council for final approval. If any major changes are required by the Public Works Department, the Public Works Department may require submission of another final plat.

C. Approval by the Fair Oaks Ranch City Council.

The Fair Oaks Ranch Public Works Department shall forward its recommendation for approval or disapproval to the City Council for action at its next scheduled meeting. Final plats shall be considered filed with the City Council (The Municipal Approving Authority) on the date that the agenda is posted for the meeting that City Council shall initially consider approval of the final plat

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

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

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

Sec. 212.009 (b) of the Texas Local Government Code titled, Approval Procedure: Initial Approval, states the following:

“If an ordinance requires that a plan or plat be approved by the governing body of the municipality in addition to the planning commission, the governing body shall approve, approve with conditions, or disapprove the plan or plat within 30 days after the date the plan or plat is approved by the planning commission or is approved by the inaction of the commission. A plan or plat is approved by the governing body unless it is disapproved within that period and in accordance with Section 212.0091.”

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda (I move to approve of the final plat that establishes Front Gate Unit 5.)



CITY COUNCIL PUBLIC HEARING
CITY OF FAIR OAKS RANCH, TEXAS
February 20, 2020

HEARING TOPIC: Public Hearing to receive public testimony on the proposed amendments to the Water and Wastewater Impact Fees, Land Use Assumptions and Capital Improvements Plan

DATE: February 20, 2020

DEPARTMENT: Public Works

PRESENTED By: Ronald C. Emmons, P.E., Director of Public Works and
Jessica Vassar, P.E., Freese & Nichols, Inc.

INTRODUCTION/BACKGROUND:

Public hearing to receive testimony on the proposed update to the Water and Wastewater Impact Fees.

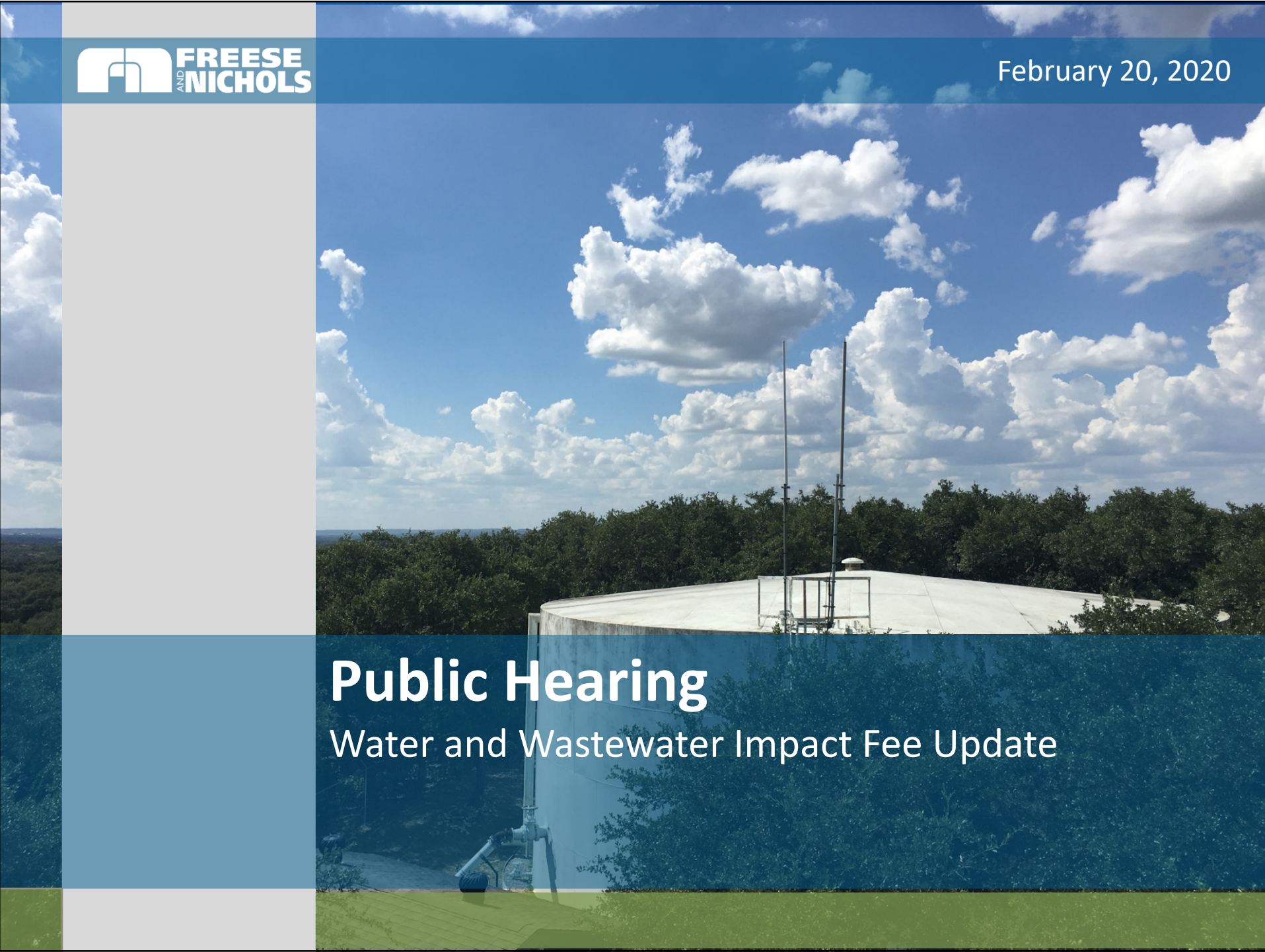
- Mayor opens the public hearing.
- Staff Report and consultant presentation of the proposed updates to the Water and Wastewater Impact Fees.
- City Council receives public testimony for/against the Water and Wastewater Impact Fee updates.
- Mayor closes the public hearing.
- City Council discuss the proposed Water and Wastewater Impact Fee Updates, inclusive of asking questions of staff and/or consultants.

LEGAL ANALYSIS:

Today's public hearing demonstrates compliance with requirements prescribed in the LGC Sec. §395.054 Hearing on Amendments to Land Use Assumptions, Capital Improvements Plan and Impact Fee requirements.

RECOMMENDATION/PROPOSED MOTION:

Conduct the public hearing.



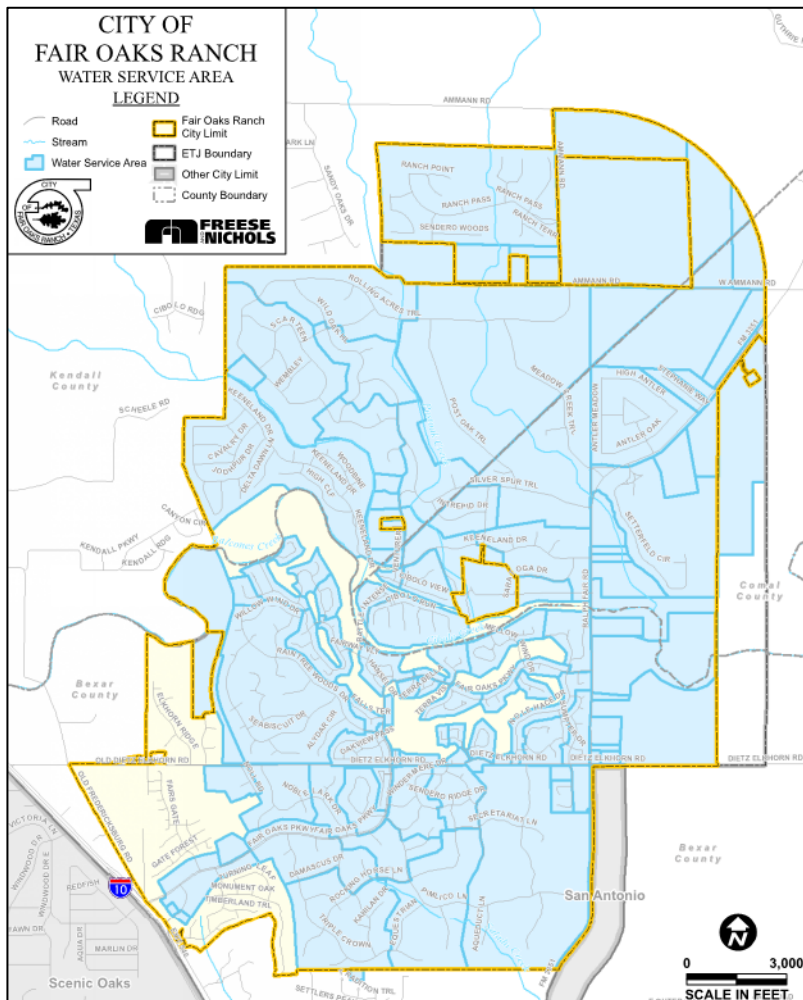
Public Hearing

Water and Wastewater Impact Fee Update

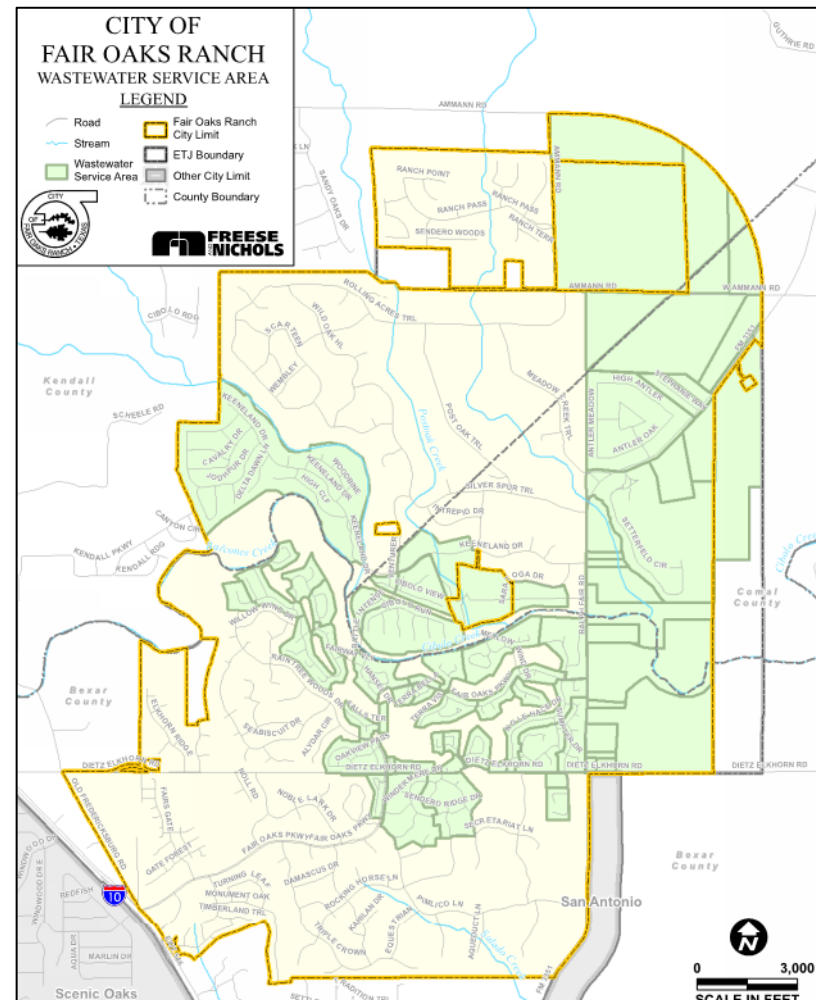
Program Development Process



Service Area

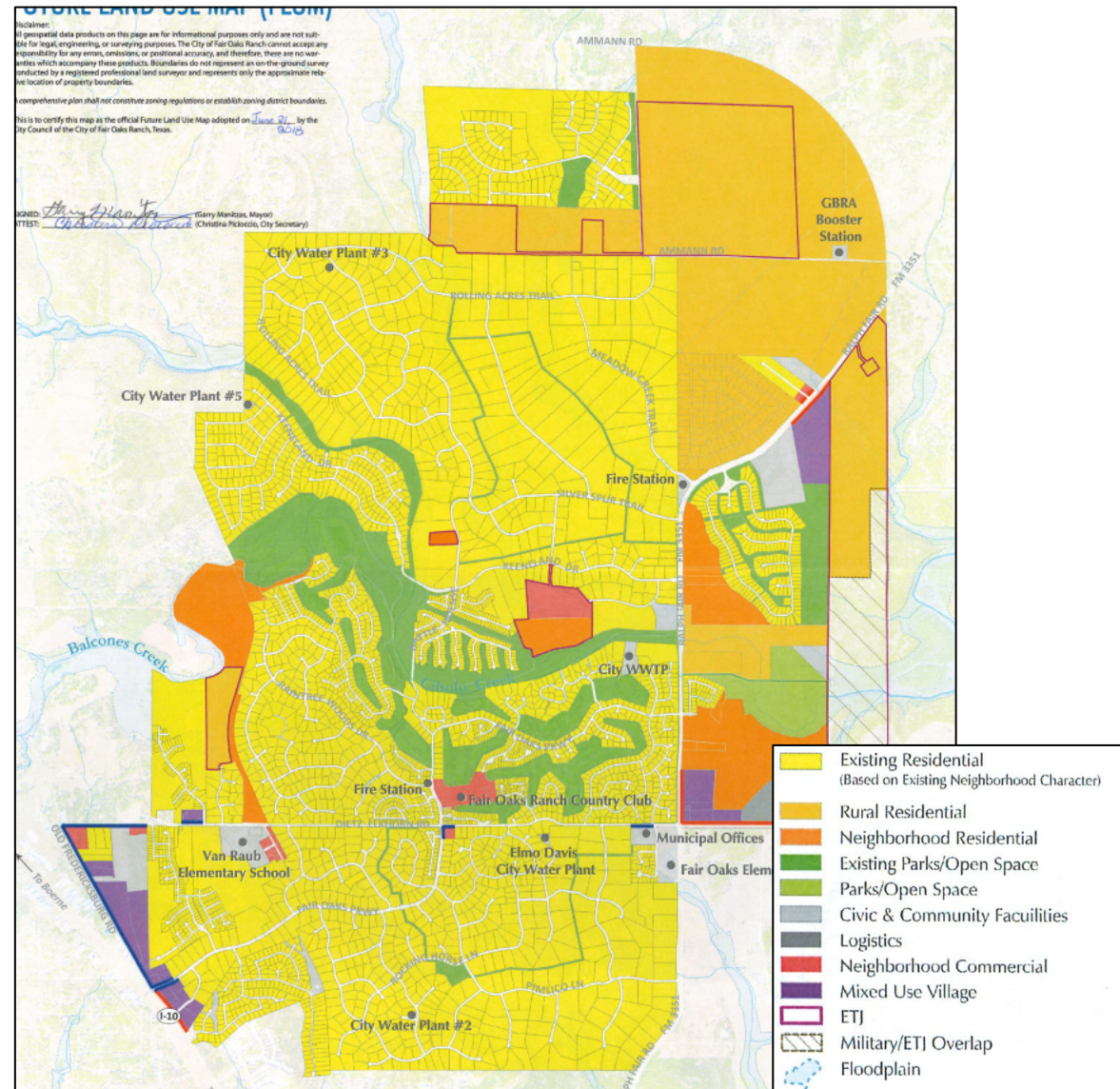


Water Service Area



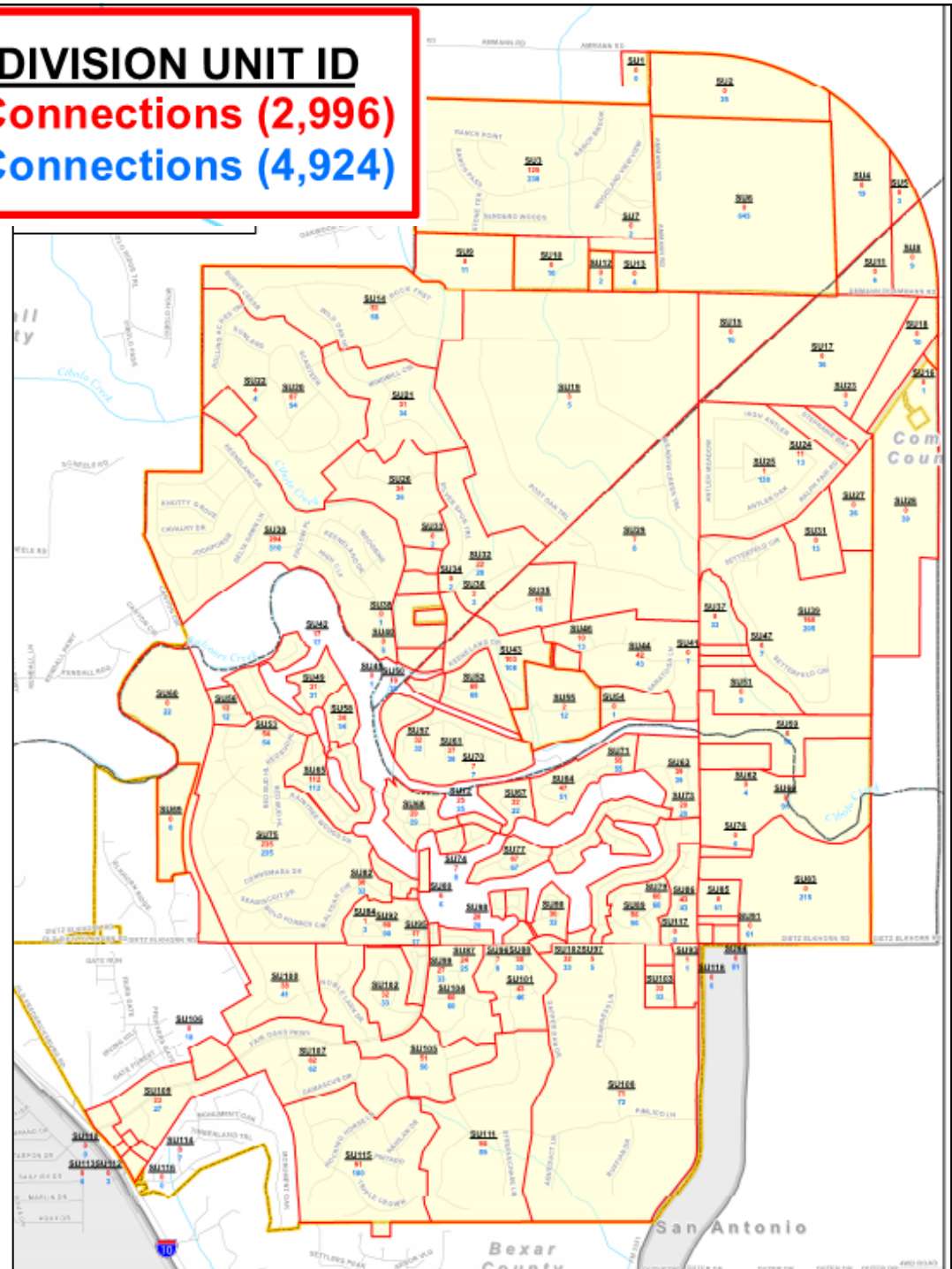
Wastewater Service Area

Future Land Use



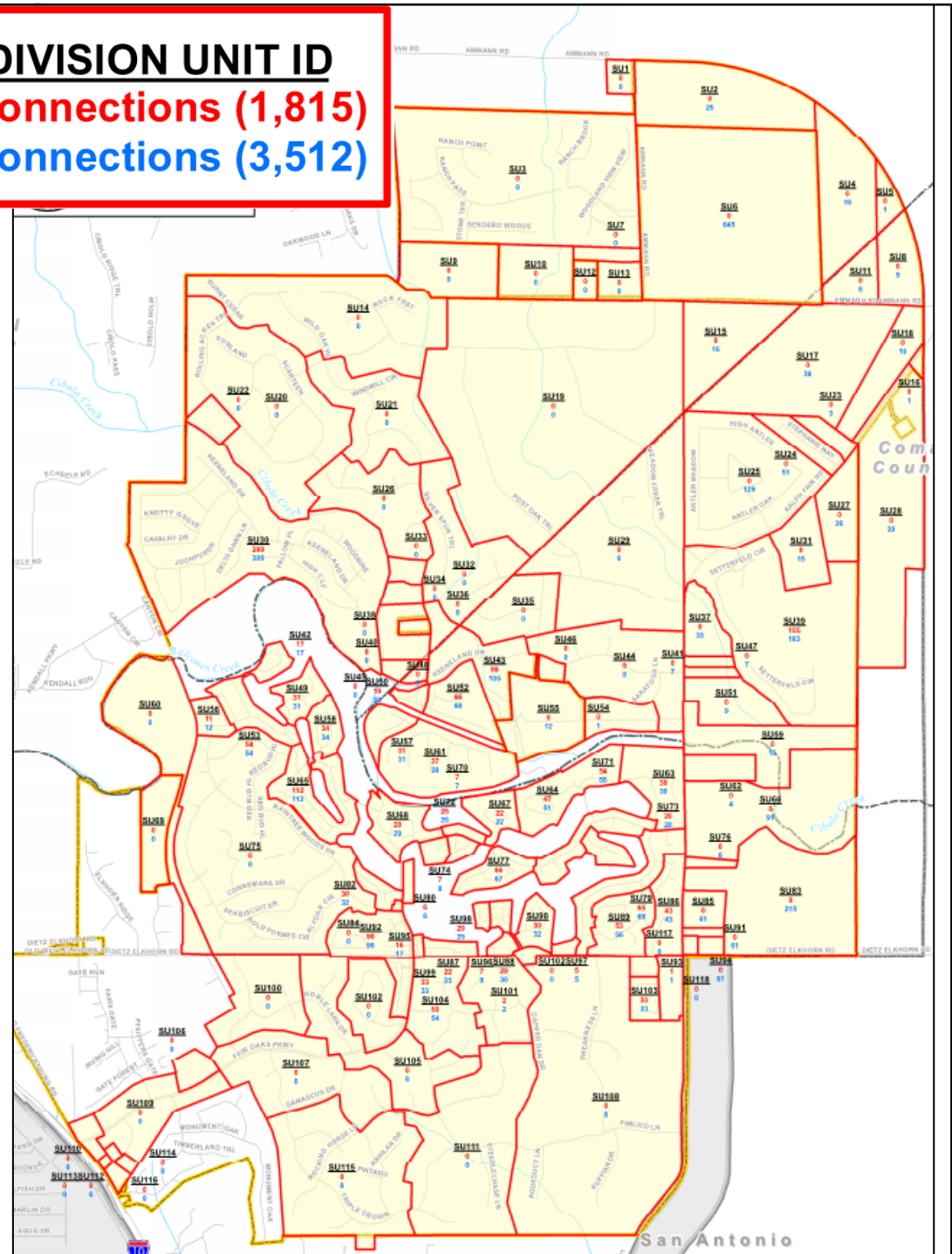
Water Connections by Planning Area

SUBDIVISION UNIT ID
2020 Connections (2,996)
2030 Connections (4,924)



Wastewater Connections by Planning Area

SUBDIVISION UNIT ID
2020 Connections (1,815)
2030 Connections (3,512)





Impact Fee Calculation

- Impact Fees Calculated by Dividing Eligible CIP/Growth in Service Units
- Credit of 50% for the portion of ad-valorem taxes generated by CIP improvements
- Fee collected can be less than maximum

$$\text{Impact Fee Per Service Unit} = \frac{\text{Eligible CIP Cost}}{\text{New Service Units}}$$

Water Impact Fee CIP

Proposed Impact Fee Eligible



Valve



Pump Station



Hydropneumatic Tank



Ground Storage Tank

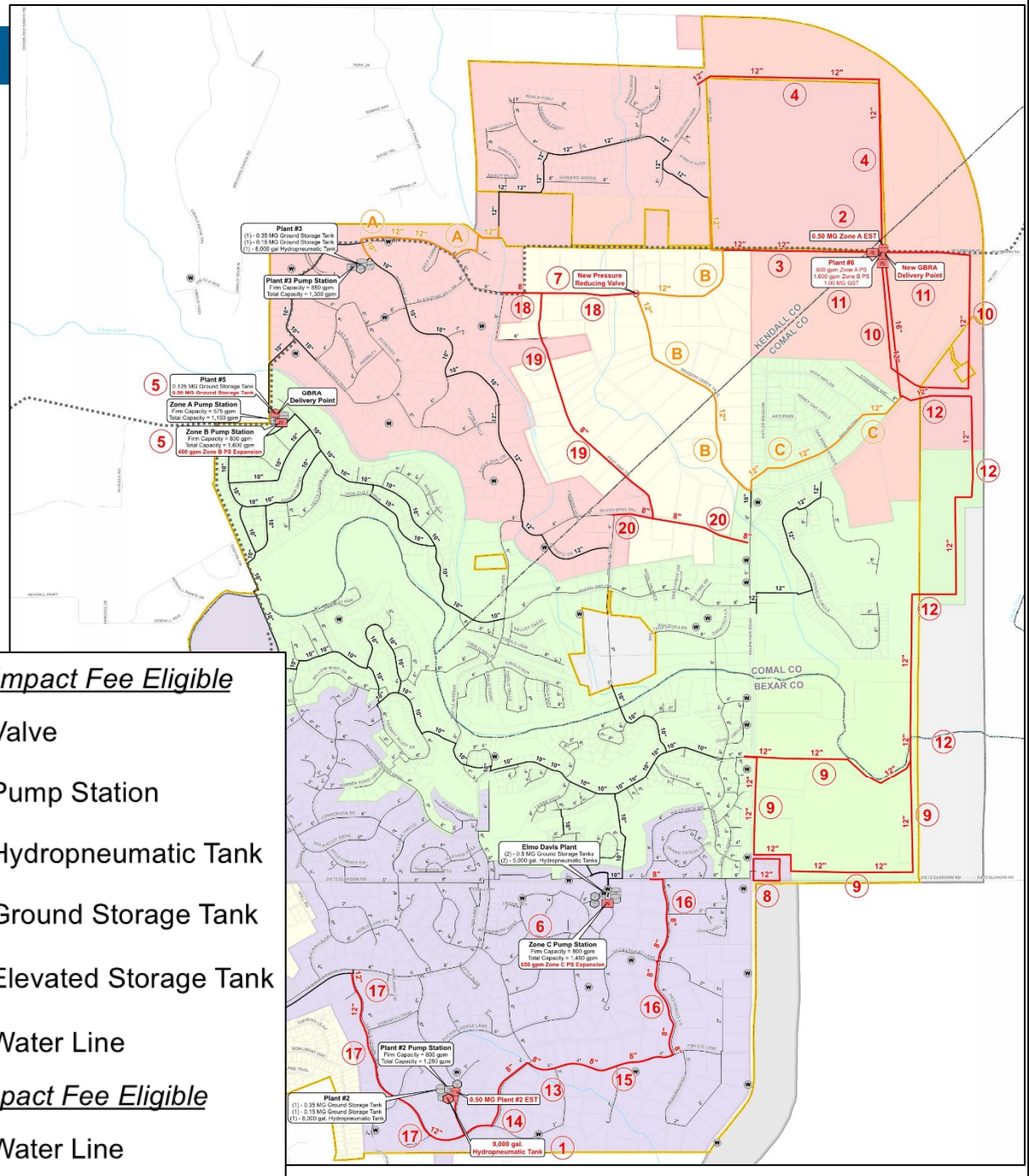


Elevated Storage Tank

— Water Line

Existing Impact Fee Eligible

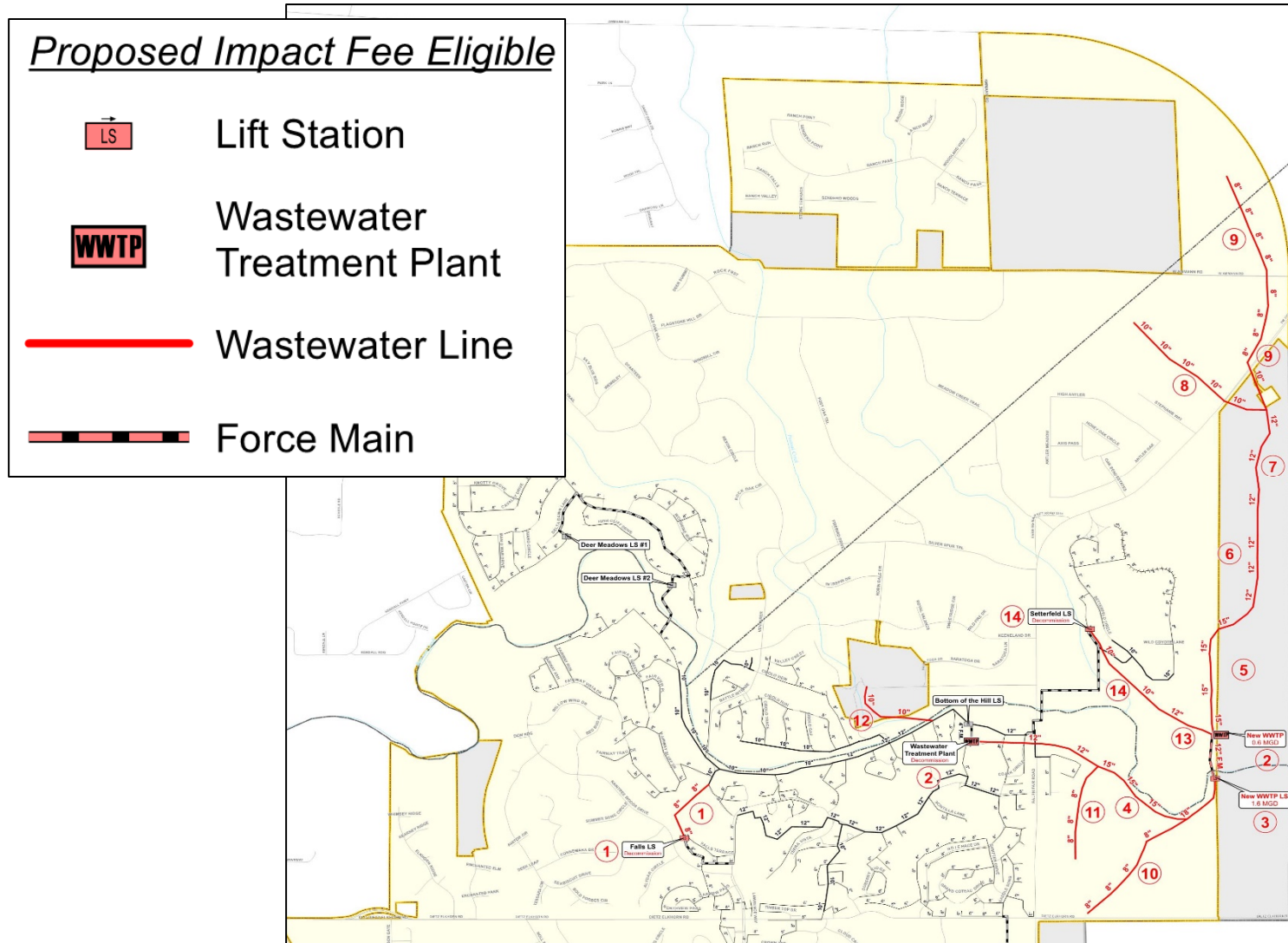
— Water Line



Water Impact Fee CIP

No.	Description of Project	Percent Utilization			Costs Based on 2020 Dollars	
		2020 ⁽¹⁾	2030	2020 - 2030	Capital Cost	10-Year (2020-2030)
Existing	A 12-inch Parallel Along Rolling Acres Trail	30%	100%	70%	\$114,107	\$79,875
	B 12-inch Along Meadow Creek Trail	40%	100%	60%	\$24,773	\$14,864
	C 12-inch Line Near Meadow Creek Trail and FM 3351	8%	100%	92%	\$936,527	\$861,605
	D Impact Fee Study	0%	100%	100%	\$36,000	\$36,000
Existing Project Sub-total					\$1,111,407	\$992,344
Proposed	1 9,000-Gallon Plant #2 Hydropneumatic Tank (Zone C)	81%	100%	19%	\$246,700	\$46,873
	2 0.5-MG Zone A Elevated Storage Tank (Zone A)	26%	100%	74%	\$3,289,000	\$2,433,860
	3 12-inch West Ammann Road Water Line (Zone A)	26%	100%	74%	\$1,016,600	\$752,284
	4 12-inch Northeast Water Lines (Zone A)	0%	100%	100%	\$1,614,600	\$1,614,600
	5 400-gpm Plant #5 Zone B Pump Station Expansion and 0.5-MG GST (Zone B)	92%	100%	8%	\$2,167,800	\$164,753
	6 650-gpm Elmo Davis Pump Station Expansion (Zone C)	81%	100%	19%	\$971,800	\$184,642
	7 Pressure Reducing Valve at Rolling Acres Trail and Meadow Creek Trail (Zone B)	0%	100%	100%	\$149,500	\$149,500
	8 8-inch Water Line at Dietz Elkhorn Road and Ralph Fair Road (Zone C)	0%	100%	100%	\$287,100	\$287,100
	9 12-inch Southeastern Water Lines (Zone B)	0%	100%	100%	\$2,619,300	\$2,619,300
	10 12/16-inch Plant #6 Discharge Water Lines (Zone A/B)	0%	100%	100%	\$2,822,600	\$2,822,600
	11 Plant #6 and New GBRA Delivery Point (Zone A/B)	0%	100%	100%	\$5,905,300	\$5,905,300
	12 12-inch ETJ Water Line (Zone B)	0%	100%	100%	\$2,559,500	\$2,559,500
	13 0.5-MG Plant #2 Elevated Storage Tank (Zone C)	81%	100%	19%	\$3,289,000	\$624,910
	14 8/12-inch Royal Ascot/Triple Crown/Equestrian Water Line Replacement (Zone C)	90%	100%	10%	\$1,085,400	\$108,540
	15 8-inch Pimlico Lane Water Line Replacement (Zone C)	95%	100%	5%	\$758,000	\$37,900
	16 8-inch Preakness Lane Water Line Replacement (Zone C)	95%	100%	5%	\$991,200	\$49,560
	17 12-inch Triple Crown Road Water Line Replacement (Zone C)	90%	100%	10%	\$1,448,700	\$144,870
	18 8-inch Rolling Acres Trail Water Line (Zone A)	0%	100%	100%	\$649,200	\$649,200
	19 8-inch Post Oak Trail Water Line (Zone A)	0%	100%	100%	\$1,295,500	\$1,295,500
	20 8-inch Silver Spur Trail Water Line (Zone A)	0%	100%	100%	\$677,500	\$677,500
Proposed Project Sub-total					\$33,844,300	\$23,128,292
Total Capital Improvements Cost					\$34,955,707	\$24,120,635

Wastewater Impact Fee CIP



Wastewater Impact Fee CIP

No.		Description of Project	Percent Utilization			Costs Based on 2020 Dollars	
			2020 ⁽¹⁾	2030	2020 - 2030	Capital Cost	10-Year (2020-2030)
Existing	A	Impact Fee Study	0%	100%	100%	\$36,000	\$36,000
	Existing Project Sub-total					\$36,000	\$36,000
Proposed	1	8-inch Gravity Line and Decommission Falls Lift Station	96%	100%	4%	\$550,900	\$19,981
	2	New 0.6 MGD WWTP and Decommission old WWTP	48%	100%	52%	\$13,113,800	\$6,775,463
	3	New Gravity Line from Old WWTP to New WWTP	75%	100%	25%	\$1,830,300	\$457,575
	4	1.6 MGD Lift Station and 12" Force Main to New WWTP	48%	100%	52%	\$3,038,600	\$1,580,072
	5	12/15-inch Gravity Line in the ETJ	0%	100%	100%	\$878,500	\$878,500
	6	12-inch Gravity Line in the ETJ	0%	100%	100%	\$728,900	\$728,900
	7	12-inch Gravity Line in the ETJ	0%	100%	100%	\$511,300	\$511,300
	8	10-inch Gravity Line north of Ralph Fair Road	0%	100%	100%	\$699,700	\$699,700
	9	8/10-inch Gravity Line north of Ralph Fair Road	0%	100%	100%	\$929,600	\$929,600
	10	8-inch Gravity Line north of Dietz Elkhorn Road	0%	100%	100%	\$483,300	\$483,300
	11	8-inch Gravity Line east of Ralph Fair Road	0%	100%	100%	\$358,000	\$358,000
	12	10-inch Gravity Line crossing Cibolo Creek	0%	100%	100%	\$498,700	\$498,700
	13	12-inch Gravity Line to the new WWTP	0%	100%	100%	\$381,300	\$381,300
	14	10-inch Gravity Line and Decommission Setterfeld Lift Station	83%	100%	17%	\$738,600	\$125,562
	Proposed Project Sub-total					\$24,741,500	\$14,427,953
Total Capital Improvements Cost						\$24,777,500	\$14,463,953

Service Unit Equivalencies (SUE)

- Updated SUE table from AWWA Water Meters Manual 2018

Meter Size	Maximum Flow (gpm)	Service Unit Equivalents
3/4"	25	1.0
1"	40	1.6
1 1/2"	50	2.0
2"	160	6.4
3"	320	12.8
4"	500	20.0
6"	1,000	40.0
8"	1,600	64.0

Projected Water Service Units

Meter Size	2020			2030			Growth in Service Units
	Number of Meters	Service Unit Equivalent	Service Units	Number of Meters	Service Unit Equivalent	Service Units	
3/4"	2,656	1.0	2,656	4,366	1.0	4,366	1,710
1"	339	1.6	542	557	1.6	891	349
2"	0	6.4	0	0	6.4	0	0
3"	1	12.8	13	1	12.8	13	0
4"	0	20.0	0	0	20.0	0	0
6"	0	40.0	0	0	40.0	0	0
8"	0	64.0	0	0	64.0	0	0
Total	2,996	-	3,211	4,924	-	5,270	2,059

Projected Wastewater Service Units

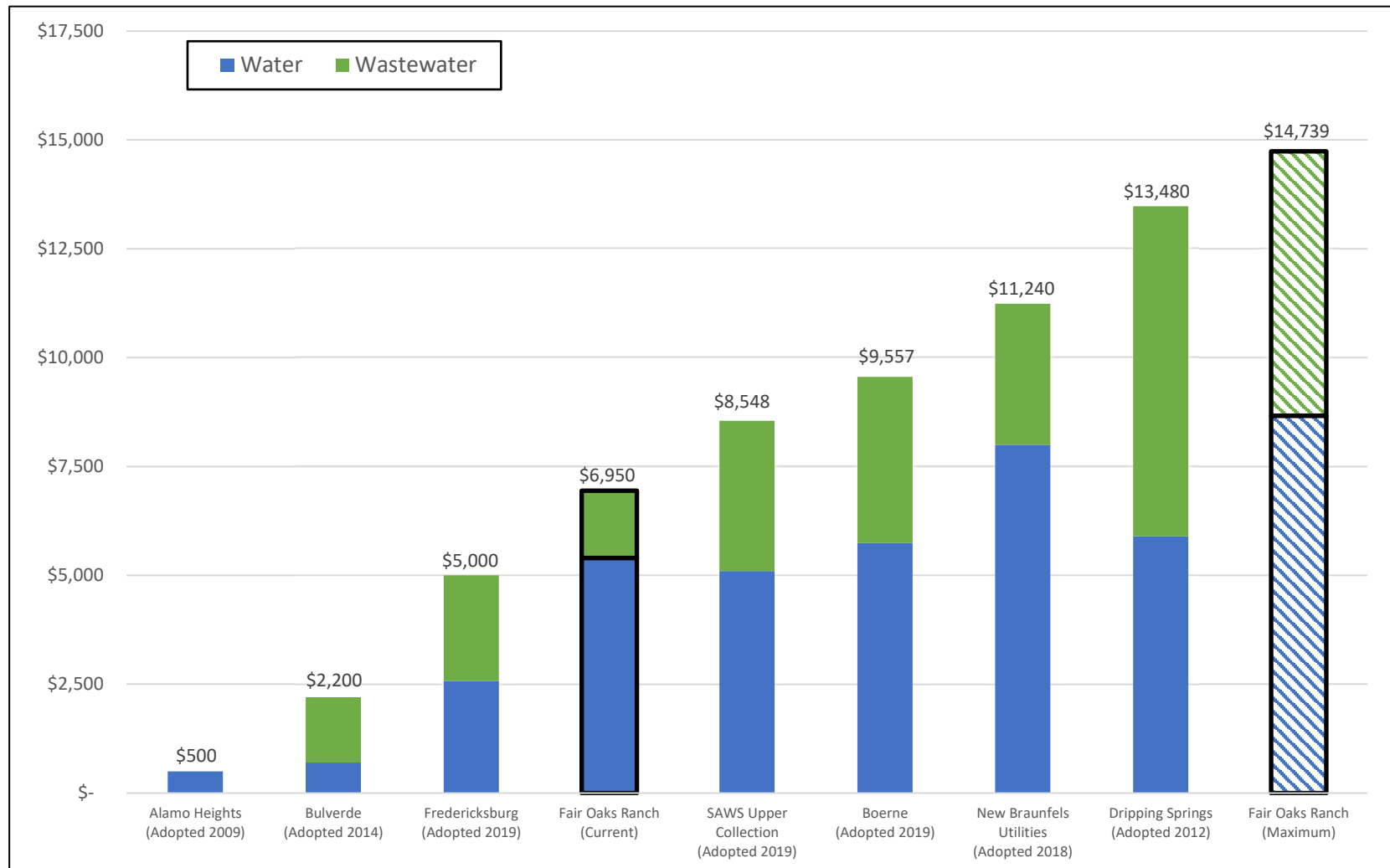
Meter Size	2020			2030			Growth in Service Units
	Number of Meters	Service Unit Equivalent	Service Units	Number of Meters	Service Unit Equivalent	Service Units	
3/4"	1,695	1.0	1,695	3,281	1.0	3,281	1,586
1"	119	1.6	190	230	1.6	368	178
2"	0	6.4	0	0	6.4	0	0
3"	1	12.8	13	1	12.8	13	0
4"	0	20.0	0	0	20.0	0	0
6"	0	40.0	0	0	40.0	0	0
8"	0	64.0	0	0	64.0	0	0
Total	1,815	-	1,898	3,512	-	3,662	1,764



Impact Fee Calculation

	Water Impact Fee	Wastewater Impact Fee
Total Eligible Capital Improvement Costs	\$24,120,635	\$14,463,953
Total Eligible Financing Costs	\$11,583,797	\$6,946,231
Total Eligible Impact Fee Costs	\$35,704,433	\$21,410,184
Growth in Service Units	2,059	1,764
Maximum Impact Fee per Service Unit	\$17,341	\$12,137
Impact Fee Credit per Service Unit	\$8,670	\$6,069
Maximum Allowable Impact Fee	\$8,670.33	\$6,068.64

Comparison Cities



Questions & Discussion



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

February 20, 2020

AGENDA TOPIC: Consideration and possible action approving the first reading of an Ordinance amending the Water and Wastewater Impact Fees, Division 2 and 3 Land Use Assumptions Plan, and Water and Wastewater Improvements Plan

DATE: February 20, 2020

DEPARTMENT: Public Works

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

INTRODUCTION/BACKGROUND:

Chapter 395 of the Texas Local Government Code requires an impact fee analysis before impact fees can be created and assessed. Chapter 395 defines an impact fee as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.” In September 2001, Senate bill 243 amended Chapter 395 thus creating the current procedure for implementing impact fees.

Chapter 395 identifies the following items as impact fee eligible costs:

- Construction contract price
- Surveying and engineering fees
- Land acquisition costs
- Fees paid to the consultant preparing or updating the Capital Improvements Plan (CIP)
- Projected interest charges and other finance costs for projects identified in the CIP

Chapter 395 also identifies items that impact fees cannot be used to pay for, such as:

- Construction, acquisition, or expansion of public facilities or assets other than those identified on the capital improvements plan
- Repair, operation, or maintenance of existing or new capital improvements
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development
- Administrative and operating costs of the political subdivision
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above

On August 1, 2019, City Council authorized and approved a Professional Services Agreement with Freese and Nichols, Inc. (FNI) for engineering and consulting services for a Water and Wastewater System Capital Improvement Plan and Maximum Impact Fee Update. Over the remaining months in 2019, FNI met with the Capital Improvements Advisory Committee (CIAC) to review land use assumptions, capital improvement projects, and ultimately the calculated proposed impact fee update.

On January 16, 2020, John Merritt, CIAC President, presented the CIAC recommendation for the updated water and wastewater impact fee as follows:

CIAC Findings and Recommendations

1. The CIAC finds that the City's recently adopted Land Use Assumptions and Capital Improvement Plan are based on sound assumptions and engineering practices and recommends no changes.
2. The CIAC finds that Freese & Nichols used sound assumptions and engineering practices and complied with the requirements under the Code in their calculation of the Maximum Allowable Impact Fees.
3. The CAIC recommends to Council that the Council adopt the proposed Maximum Allowable Impact Fees as calculated by Freese & Nichols. Accordingly, the following Impact Fees changes are recommended:
Water Impact Fee per LUE increases from the current \$5,400 to \$8,670, and
Wastewater Impact Fee per LUE increases from the current \$1,550 to \$6,069.

BENEFIT(S) TO CITIZENS/POLICY ANALYST:

Existing customer does not pay for all of future growth as impact fees help defray the cost of the infrastructure required to expand the system.

Future customer base will be provided the infrastructure and adequate facilities it requires. LGC §365.020 – Entitlement To Services – Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Future impact fees can be assessed up to a maximum of \$8,670.33 water and \$6,068.64 wastewater. The ability to collect these fees assists the utility to prepare for growth in a fair manner. However, note that the utility is unable to expect a 100% return on its infrastructure expansion investment. There are many variables as to how the final product will be installed and financed, and cannot be fully vetted or determined at this time.

LEGAL ANALYSIS:

LGC §395.052(a) states A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted. LGC §395.052(b) states The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

RECOMMENDATION:

The LGC §395 addresses Financing Capital Improvements required by New Development in Municipalities, Counties and certain other Local Governments. The code defines a "Political Subdivision" as a municipality, a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, or for the purposes set forth by Section 395.079, certain counties described by that section. Section 395.052 addresses the required periodic update of LUAs and CIP stating a Political Subdivision imposing an impact fee shall update the LUAs and CIP at least every five years. Section 395.057 addresses the approval of amendments required where

a Political Subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the LUAs and the CIP and modification of an impact fee. The governing body of a Political Subdivision is the final determination in adopting updates to the LUAs, CIPs, and modifications to the impact fee, which can be set anywhere from \$0 to the maximum allowable as determined by a qualified professional engineer.

Staff recommends that Impact Fees be assessed to the maximum allowed by law. Therefore, staff agrees with FNI final calculated maximum fee per Living Unit Equivalent (LUE) of \$8,670.33 for water service and \$6,068.64 for wastewater service. As a reminder, Fair Oaks Ranch City Council is the governing authority of this Political Subdivision and can set the Impact Fee at any figure between \$0 and the maximum calculated proposed fee.

PROPOSED MOTION:

I move to approve the first reading of the Ordinance that updates the Impact Fees.

AN ORDINANCE

AN ORDINANCE OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 13 UTILITIES, ARTICLE 13.08 WATER AND WASTEWATER IMPACT FEES, DIVISION 1, SECTIONS 13.08.004 DEFINITIONS AND 13.08.008 FEES PER SERVICE UNIT; DIVISION 2, SECTIONS 13.08.042 LAND USE ASSUMPTIONS PLAN AND 13.08.043 (a) WATER IMPROVEMENTS PLAN; DIVISION 3. SECTIONS 13.08.072 LAND USE ASSUMPTIONS PLAN AND 13.08.073(a) WASTEWATER IMPROVEMENTS PLAN; AND APPENDIX A FEE SCHEDULE, ARTICLES A7.000(c) WASTEWATER IMPACT FEE AND A9.000(w) WATER IMPACT FEE

WHEREAS, the City of Fair Oaks Ranch, Texas, is responsible for and committed to the provision of public facilities and services (including water and wastewater service) at levels necessary to cure any existing public service deficiencies in already developed areas; and

WHEREAS, such facilities and service levels shall be provided by the City of Fair Oaks Ranch utilizing funds allocated in the capital budget and capital improvements programming processes and relying upon the funding sources indicated therein; and

WHEREAS, new residential and nonresidential development causes and imposes increased and excessive demands upon Fair Oaks Ranch Water and Wastewater Utilities public facilities and services that would not otherwise occur; and

WHEREAS, to the extent that such new development places demands upon the public facility infrastructure, those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public at large to the developments actually creating the demands for them; and

WHEREAS, the amount of the impact fee to be imposed shall be determined by the cost of the additional public facilities needed to support such development, which public facilities shall be identified in a Capital Improvements Plan, and

WHEREAS, in accordance to Texas Local Government Code Chapter 395, Ordinance No. 2014-18, adopted on December 18, 2014 established Impact Fees for water and wastewater; and,

WHEREAS, the City Council, after careful consideration of the matter, hereby finds and declares amending the water and wastewater impact fees imposed upon residential and nonresidential development to finance specified major public facilities, the demand for which is created by such development, is in the best interests of the general welfare of the City and its residents, is equitable, and does not impose an unfair burden on such development; and,

WHEREAS, the City has completed a review and update of the Land Use Assumptions Plan, the Capital Improvements Plan for water and wastewater facilities, and the Impact Fees in accordance with the procedures set forth in Texas Local Government Code Chapter 395; and,

WHEREAS, on January 16, 2020 the CIAC presented its recommendation to City Council to adopt the maximum recommended Impact Fees and on February 20, 2020 a Public Hearing was held as set forth in LGC 395, Chapter 395.054; and,

WHEREAS, the City Council finds that in all things the City has complied with said statute in the notice, adoption of, promulgation, and methodology necessary to amend Impact Fees.

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

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

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

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

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

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

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

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

PASSED on first reading this 20th day of February, 2020.

PASSED, APPROVED and ADOPTED on the second reading this 5th day of March, 2020.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

Exhibit A

A. Chapter 13; Article 13.08; Division 1 of the Code of Ordinances of the City of Fair Oaks Ranch is hereby amended as follows:

Sec. 13.08.004 Definitions

Living unit equivalent (LUE). Basis for establishing equivalency among and within various customer classes based upon the relationship of the continuous duty maximum flow rate in gallons per minute for a water meter of a given size and type compared to the continuous duty maximum flow rate in gallons per minute for a 3/4" diameter simple water meter, using American Water Works Association ~~C700-C703~~ *Manual M6 (November 2018)* standards. ~~For purposes of this article, 5/8" water meters are considered to equal one (1) LUE.~~ LUEs for various water meter sizes are shown on table 1 in section 13.08.008.

Sec. 13.08.008 Fees per service unit

~~Unless changed by subsequent ordinance~~ The Impact Fees per Living Unit Equivalent (LUE) for water and wastewater shall be *assessed according to the following tables:* ~~six thousand, nine hundred and fifty dollars (\$6,950.00) broken down as follows: five thousand, four hundred dollars (\$5,400.00) for water facilities, and one thousand, five hundred fifty dollars (\$1,550.00) for wastewater facilities. All subsequent Impact Fees are as follows:~~

Ordinance 2020-XX Impact Fees Effective March 5, 2020				
Meter Size	LUE Equivalent	Maximum Water Impact Fee	Maximum Wastewater Impact Fee	Combined Maximum Impact Fee
3/4" Displacement	1.0	\$8,670.33	\$6,068.64	\$14,738.97
1" Displacement	1.6	\$13,872.53	\$9,709.82	\$23,582.35
1 1/2" Displacement	2.0	\$17,340.66	\$12,137.28	\$29,477.94
2" Compound	6.4	\$55,490.11	\$38,839.30	\$94,329.41
3" Compound	12.8	\$110,980.22	\$77,678.59	\$188,658.82
4" Compound	20.0	\$173,406.60	\$121,372.80	\$294,779.40
6" Compound	40.0	\$346,813.20	\$242,745.60	\$589,558.80
8" Compound	64.0	\$554,901.12	\$388,392.96	\$943,294.08
Safe maximum operation capacity is based on AWWA Manual M6 (November 2018)				

Ordinance 2014-18 Impact Fees Effective December 19, 2014				
Meter Size	LUE Equivalent	Maximum Water Impact Fee	Maximum Wastewater Impact Fee	Combined Maximum Impact Fee
3/4" Displacement	1.00	\$5,400.00	\$1,550.00	\$6,950.00
1" Displacement	1.67	\$9,018.00	\$2,588.50	\$11,606.50
1 1/2" Displacement	3.33	\$17,982.00	\$5,161.50	\$23,143.50
2"	5.33	\$28,782.00	\$8,261.50	\$37,043.50
3" Compound	10.70	\$57,780.00	\$16,585.00	\$74,365.00
3" Turbine	11.70	\$63,180.00	\$18,135.00	\$81,315.00
4" Compound	16.70	\$90,180.00	\$25,885.00	\$116,065.00
4" Turbine	20.00	\$108,000.00	\$31,000.00	\$139,000.00
6" Compound	33.30	\$179,820.00	\$51,615.00	\$231,435.00
6" Turbine	41.70	\$225,180.00	\$64,635.00	\$289,815.00
8" Compound	53.30	\$287,820.00	\$82,615.00	\$370,435.00
8" Turbine	60.00	\$324,000.00	\$93,000.00	\$417,000.00
Safe maximum operating capacity is based on AWWA Standards C700 and C702				

Ordinance 145.0 Impact Fees Effective January 15, 2004				
Meter Size	LUE Equivalent	Maximum Water Impact Fee	Maximum Wastewater Impact Fee	Combined Maximum Impact Fee
3/4" Displacement	1	\$1,669.58	\$1,006.95	\$2,676.53
1" Displacement	1.67	\$2,788.20	\$1,681.61	\$4,469.81
1 1/2" Displacement	3.33	\$5,559.70	\$3,353.14	\$8,912.84
2" Displacement	5.42	\$9,049.12	\$5,457.67	\$14,506.79
2" Compound	5.42	\$9,049.12	\$5,457.67	\$14,506.79
3" Compound	10.63	\$17,747.64	\$10,703.88	\$28,451.51
3" Turbine	11.67	\$19,484.00	\$11,751.11	\$31,235.11
4" Compound	16.67	\$27,831.90	\$16,785.86	\$44,617.76
4" Turbine	17.50	\$29,217.65	\$17,621.63	\$46,839.28
6" Compound	33.33	\$55,647.10	\$33,561.64	\$89,208.74
6" Turbine	45.83	\$76,516.85	\$46,148.52	\$122,665.37
8" Compound	54.17	\$90,441.15	\$54,546.48	\$144,987.63
8" Turbine	66.67	\$111,310.90	\$67,133.36	\$178,444.26
Safe maximum operating capacity is based on AWWA Manual M22 (1975 T-5.6,5.7,5.8)				

Ordinance 131.0 Wastewater Impact Fees Effective June 1, 1999 Ordinance 134.0 Water Impact Fees Effective December 7, 1999				
Meter Size	LUE Equivalent	Maximum Water Impact Fee	Maximum Wastewater Impact Fee	Combined Maximum Impact Fee
3/4"	1	\$960.00	\$1,028.00	\$1,988.00
1"	2.5	\$2,399.00	\$1,028.00	\$3,427.00
1 1/2"	4.998	\$4,798.00	\$1,028.00	\$5,826.00
2"	7.996	\$7,676.00	\$1,028.00	\$8,704.00
3"	17.4906	\$16,791.00	\$1,028.00	\$17,819.00
Safe maximum operating capacity recommended by AWWA				

B. Chapter 13; Article 13.08; Division 2; of the Code of Ordinances of the City of Fair Oaks Ranch is hereby amended as follows:

Sec. 13.08.042 Land Use Assumptions Plan

The land use assumptions plan for the city for water facilities ~~prepared by the city utility board and approved by the utility board City Council on October 14, 2003~~ *June 21, 2018*, is hereby adopted and incorporated herein by reference.

Sec. 13.08.043 Water improvements plan

(a) The water improvements plan for the city for impact fee calculation purposes, prepared by Freese and Nichols, Inc. and dated ~~August 2014~~ *January 2020* is hereby adopted, incorporated herein by reference and filed in the ~~Public Works Director's office~~ *City Secretary's office*.

C. Chapter 13; Article 13.08; Division 3; of the Code of Ordinances of the City of Fair Oaks Ranch is hereby amended as follows:

Sec. 13.08.072 Land Use Assumptions Plan

The land use assumptions plan for the city for wastewater facilities ~~prepared by the city utility board and approved by the utility board City Council on October 14, 2003~~ *June 21, 2018*, is hereby adopted and incorporated herein by reference.

Sec. 13.08.073 Wastewater improvements plan

(a) The wastewater improvements plan for the city for impact fee calculation purposes, prepared by Freese and Nichols, Inc. and dated ~~August 2014~~ *January 2020* is hereby adopted, incorporated herein by reference and filed in the ~~Public Works Director's office~~ *City Secretary's office*.

D. Appendix A Fee Schedule; Article A7.000(c) Wastewater Impact Fees is hereby amended as follows:

~~(1) Final plat approval between Dec 7, 1999 Jan 15, 2004: \$1,028.00.~~

~~(2) Final plat approval between Jan 16, 2004 Dec 13, 2014: \$1,006.95.~~

~~(3) Plat recordation between Dec 14, 2014-current: \$1,550.00.~~

Assessed in accordance to applicable ordinances as found in the Fair Oaks Ranch Code of Ordinances Chapter 13; Article 13.08; Division 1; Section 13.08.008, Fees Per Service Unit.

E. Appendix A Fee Schedule; Article A9.000 (w) Water Impact Fees is hereby amended as follows:

~~{1} Final plat approval between Dec 7, 1999 Jan 15, 2004: \$960.00.~~

~~{2} Final plat approval between Jan 16, 2004 Dec 13, 2014: \$1,668.58.~~

~~{3} Plat recordation between Dec 14, 2014-current: \$5,400.00.~~

Assessed in accordance to applicable ordinances as found in the Fair Oaks Ranch Code of Ordinances Chapter 13; Article 13.08; Division 1; Section 13.08.008, Fees Per Service Unit.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

February 20, 2020

AGENDA TOPIC: Consideration and possible action accepting private monetary donations for the City's feral hog removal project

DATE: February 20, 2020

DEPARTMENT: Administration

PRESENTED BY: Carole Vanzant, Assistant City Manager

INTRODUCTION/BACKGROUND:

Private monetary donations have been offered to the City for supplementing its' upcoming feral hog trapping and removal project. Due to sightings and destruction on their property, to date, interested contributors include the Fair Oaks Ranch Homeowners Association, the Fair Oaks Ranch Golf and Country Club, and The Arbors Property Owners Association.

The following statutes, ordinances, or policies have been reviewed for compliance:

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

Accordingly, City Council consideration and action is required whether they desire to accept funds as a donation for the stated purpose.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. The donations will supplement the city project in removing feral hogs within the city limits.
2. Accepting the donation complies with state statute and the city's personnel manual.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Cost of a three-month trapping and removal project is \$8100. Proposed total contributor donation is \$4,700.

LEGAL ANALYSIS:

N/A.

RECOMMENDATION/PROPOSED MOTION:

I move the City accepts private monetary donations for the purpose of supplementing the City's feral hog removal project.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

February 20, 2020

AGENDA TOPIC: Consideration and possible action approving an agreement with Ortiz Game Management and Wildlife Development for feral hog trapping and removal services in the City of Fair Oaks Ranch and authorizing the City Manager to sign said Agreement

DATE: February 20, 2020

DEPARTMENT: Administration

PRESENTED BY: Assistant City Manager Carole Vanzant and Interim Chief of Police Tim Moring

INTRODUCTION/BACKGROUND:

In early 2016, upon receiving calls of feral hog sightings in and near the City, city staff worked with Ortiz Game Management and Wildlife Development in performing a survey of feral hogs. After three months of tracking, with cameras and in person, it was determined a minimal herd of hogs were mainly concentrated in a portion of the city's extra-territorial jurisdiction, now known as The Preserve. In addition, it was found hogs were coming through a down fenced area from Camp Bullis.

In early 2017, members of the Wildlife Education Committee, Mayor Manitzas, Mayor Pro Tem Havard, city staff, and representatives of Camp Stanley and Camp Bullis met to discuss feral hogs in general. The Camp representatives informed the City over one hundred hogs had been recently removed from their area. Furthermore, regarding the fences separating the Camps from Fair Oaks Ranch, the City was told "it is an impossible task to maintain fences and prevent hogs from entering and leaving. One day, they had mended fences in 25 locations only to go out the next day and see five new holes in the fences where hogs had pushed through or dug under the fence".

After the meeting, the City contracted with Ortiz Game Management to survey, trap, and remove feral hogs. By end of year, Ortiz had removed over 60 hogs from our ETJ while Camp Bullis, who had recently ramped up their feral hog control program, removed 290 hogs from their area.

In late 2019 feral hog sightings had re-occurred with evidence of their damage visible at The Arbors subdivision entrance. The city's Police Department immediately placed game cameras in various locations in the now annexed area, The Preserve (excluding FORHA trails), to survey the movement of the hogs. Over a period of two months, hundreds of hog pictures have been captured. At the Council meeting, Interim-Police Chief Moring will present a map depicting the camera locations and main hog movements along with numerous hog pictures.

As evident through pictures and on site, several herds are now bedding within the city limits rather than traversing from Camp Bullis and Camp Stanley. Accordingly, we ask Council's approval to engage in a three-month feral hog trapping and removal service with Ortiz Game Management and Wildlife Development at a cost of \$8,100 inclusive of tracking, three traps, appropriate bait, cameras and other equipment, and insurance. For monetary support, Mayor Manitzas has acquired funding commitments from Fair Oaks Ranch Homeowners Association, Fair Oaks Ranch Golf and Country Club, and C.A. Elder, developer of The Arbors. If Council authorizes an Agreement

with Ortiz Game Management, following this agenda item tonight, will be an item for Council's consideration on accepting donations from the above supporters.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Allows the City to effectively and efficiently move forward with trapping and removal of feral hogs promoting continued health and safety to our citizens.
2. City Council addressing citizen concerns regarding feral hog population growth and their movement within the city.
3. Trapping and removal is a safer, controlled method of capturing feral hogs as it allows for numerous hogs to be caught at once.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Although city staff anticipates private donations, until received, the total cost of \$8100 can be borne by the City as funds are available in this year's budget.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to approve an agreement with Ortiz Game Management and Wildlife Development for feral hog trapping and removal services in the City of Fair Oaks Ranch and authorizing the City Manager to sign said Agreement

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 Ortiz Game Management and Wildlife Development. ("Professional").

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

(A) The Professional shall be paid in the manner as provided herein.

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

Act.

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

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

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

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

Section 5. Time of Completion. The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance. Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit B throughout the term of this Agreement and thereafter as required herein. In addition to the insurance provided for in Exhibit B, Professional shall maintain the following limits and types of insurance:

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

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

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

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

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

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

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

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld.

Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

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

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

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

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

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus,

commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

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

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

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

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Fair Oaks Ranch, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee'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.

EXECUTED, by the City on this the _____ day of _____, 2020.

CITY:

By: _____
Name: Tobin Maples
Title: City Manager

PROFESSIONAL:

By: _____
Name: R. A. Bubba Ortiz
Title: _____

ADDRESS FOR NOTICE:

CITY

City of Fair Oaks Ranch

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

PROFESSIONAL

Ortiz Game Management and Wildlife
Development
R. A. Bubba Ortiz
594 Froboese Lane
New Braunfels, TX 78132

ORTIZ GAME MANAGEMENT AND WILDLIFE DEVELOPMENT



594 FROBOESE LANE
NEW BRAUNFELS, TX 78132

PHONE: 210-771-8541

E-MAIL:
ORTIZGAMEMANAGEMENT@HOTMAIL.COM

3 Month Proposal for 3 traps

Date 2.7,2020

Proposa for:

City Of Fair Oaks Ranch

Attention: Carole Vanzant

Address:

7286 Dietz Elkhorn Rd

Fair Oaks Ranch, TX 76015

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3 traps—box or corral type	Feral Hog Removal		Multiple man hours/tracking/scouting/monitor/move/repair/redesign traps/bait traps Includes price of bait/fuel/feeders/batteries/camera/equipment/minor brush clearing for accessibility/licenses/liability insurance/mandatory commercial vehicle insurance/electronic monitoring/electronic trigger/data plans/live removal of hogs/trailer fee/ mileage/incidentals			\$30.00 per trap per day for 3 months	\$2,700.00 per month or \$8,100.00 total
3-5	Motion and thermal activated cameras		Track/capture/stalk/monitor hog movement and trap visitation outside trap or other baited sites.	(Exclusive) 100%			\$0.00
Up to 4 trips per month			Loading and transport charge for live removal of targeted animals.	(Exclusive) 100%			0.00
*Any additional hours and equipment required or requested will be billed on a monthly basis to the City of Fair Oaks Ranch, Fair Oaks Ranch TX.. Payment is due 30 days from date of invoice. Past due amount will accrue 20% of total invoice for that month per day.						Subtotal	\$8,100.00
						Tax	\$0.00
						Shipping	\$0.00
						Miscellaneous	
						Balance Due	\$8,100.00



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
February 20, 2020

AGENDA TOPIC: Discussion regarding the structure of a Stormwater Utility
DATE: February 20, 2020
DEPARTMENT: Public Works Department
PRESENTED BY: Ron Emmons, P.E. and Steve Galloway, P.E. (Kimley-Horn)

INTRODUCTION/BACKGROUND:

A Stormwater Utility is the programmed method that the City of Fair Oaks Ranch is considering to implement improvements to its existing drainage system. The City adopted a Master Drainage Plan in 2019 that identified 46 areas in the City with proposed improvements in the neighborhood of \$10.4 million. The City recently signed a Professional Services Agreement with Kimley-Horn and Associates, Inc. to evaluate and understand the critical elements necessary to enact and create a stormwater utility in the state of Texas.

One of the initial requirements in the scope of services is a presentation to discuss findings and recommendations on the Utility Structure. The consultant has evaluated and summarized structures including Impervious-based, Rational Method-based, and Property Area-based. The Council is encouraged to offer their thoughts on the results of the evaluation.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

A Stormwater Utility is a means for a municipality to improve their existing stormwater drainage system. It provides a stable source of funds that make planning and managing a program far easier. It can adequately generate sufficient revenue to run a decent program. There are flexible elements of the proposed rate structure that can support any goal within any setting.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Staff seeks general guidance of the consultants recommended structure of the Stormwater Utility from City Council.

TECHNICAL MEMORANDUM

To: Ron Emmons, P.E. – City of Fair Oaks Ranch
From: Steven D. Galloway, P.E., CFM – Kimley-Horn and Associates, Inc.
Kate E. Ploetzner, P.E., CFM – Kimley-Horn and Associates, Inc.
Date: February 12, 2020
Subject: Fair Oaks Ranch Stormwater Utility Assessment Method Evaluation

Executive Summary

Kimley-Horn has prepared an analysis of three potential billing assessment methods for the City of Fair Oaks Ranch (City) parcels. The methods are:

- Parcel Area – Based on the area of the parcels
- Rational Method – Based on the Rational Method calculation used to design drainage infrastructure
- Parcel Impervious Area – Based on the impervious area located on each parcel

Each of the methods provides benefits and drawbacks when applied to the drainage utility. Generally, the Parcel Area and Rational Methods assess larger fees on larger properties and do not reward a property owner for providing less impervious area when compared to other properties of similar size. The Parcel Impervious Area assesses fees on impervious area basis only; therefore large, sparsely developed properties may have the same fee as small, densely developed properties.

All of the methods can be considered non-discriminatory, equitable, and reasonable, which is required per Local Government Code (LGC) Chapter 552.

The Parcel Impervious Area method is most closely tied to an individual property's portion of use of the City's stormwater utility. The Parcel Impervious Area method also provides the most straightforward method to reward the use of pervious pavements and Low Impact Development. We recommend the use of the Parcel Impervious Method to assess fees to the parcels in the City.

Analyzed Methods

Parcel Area Method

The simplest method evaluated is the parcel area method. For this method, Kimley-Horn performed an inventory of the parcels in the City that were eligible to be assessed the utility fee. Parcels ineligible to be assessed the utility fee are parcels that are mandatory exempt from the fee per Local Government Code Chapter 552, which includes vacant parcels. This resulted in a total area of 6,735 acres that are eligible to be billed.

Every acre on a parcel in the City equates to 1 / 6,735th of the total area in the City, or approximately 0.0148%. If this is multiplied by the anticipated cost of service for stormwater in the City, we determine the fee associated with each parcel in the City. The land use of the property is not contemplated in this method.

The final calculation for the monthly fee for each parcel is as follows:

$$\text{Monthly fee} = \text{Parcel acreage} * \text{Cost of Service} * 0.0148\%/12$$

Rational Method

The next method evaluated is similar to the Parcel Area method, but accounts for the land use on the property. The method is based on the Rational Method, which is a standard methodology to calculate flows associated with drainage infrastructure design. Based on a land use associated with a parcel, the area of the parcel is multiplied by a runoff coefficient (C) which estimates the percentage of the parcel that will be generating runoff. The following table is an excerpt from the Rational Method coefficient table used for this analysis:

Table 1: Rational Method C Coefficients

Land Use	C Coefficient*
Commercial	0.96
Dense Residential Areas / Schools	0.77
Large Lot Residential Areas	0.57

* Based on land use and San Antonio Storm Water Design Criteria Manual (2019).

Based on this methodology, Kimley-Horn performed an inventory of the parcels in the City that were eligible to be assessed the utility fee. Each of the parcels was assigned a C coefficient based on the land use provided in the parcel data received by the City on January 31, 2020. The C coefficient was multiplied by the parcel area to calculate a CA value for each parcel. The cumulative CA value for all of the parcels is 3,799.

A CA value of 1 equates to 1 / 3,799th of the total in the City, or approximately 0.0263%. This value is then multiplied by the anticipated cost of service for stormwater in the City, the parcel acreage, and C coefficient of the parcel to determine the fee associated with each area in the City.

The final calculation for the fee for each parcel is as follows:

$$\text{Monthly fee} = \text{Parcel acreage} * C \text{ coefficient} * \text{Cost of Service} * 0.0263\%/12$$

Parcel Impervious Area Method

The last method evaluated is the Impervious method. This method accounts for the amount of impervious area of the property to determine its respective fee. The total amount of impervious within the City is unknown as of the date of this memorandum; however, for the purposes of this analysis, it was estimated that approximately 11% of the total area within the City parcels is impervious area. This equates to approximately 865 acres of total impervious area within the City.

Every impervious acre on a parcel in the City equates to 1 / 865th of the total impervious area in the City, or approximately 0.1156%. If this is multiplied by the anticipated cost of service for stormwater in the City, we determine the fee associated with each parcel in the City.

For each of the properties analyzed, we used aerial photography to determine the actual impervious area on the property.

The final calculation for the monthly fee for each parcel is as follows:

$$\text{Monthly fee} = \text{Parcel impervious acreage} * \text{Cost of Service} * 0.1156\%/12$$

Results

The following tables summarize the results of the three methods that were analyzed on 11 select properties within the City. Table 1 summarizes the parcel acreage, Rational Method C coefficient, and parcel impervious acreage for each of the 11 properties. Table 2 summarizes the anticipated monthly fee for each of the properties if the goal is to obtain \$315,000 of revenue from the utility on an annual basis. This yearly revenue value is an assumption made for this analysis only to create a monthly fee comparison for each of the 11 evaluated parcels. The actual yearly revenue will be determined at a later date.

Table 2: Property Characteristics

Property No.	Property Identifier	Land Use	Parcel Acreage	Rational Method C Coefficient	Parcel Impervious Acreage
1	7721 Silver Spur Trail	Residential	2.8	0.57	0.22
2	30922 Keeneland Drive	Residential	0.6	0.57	0.18
3	30924 Post Oak Trail	Residential	16.5	0.57	0.91
4	29445 Summit Ridge Drive	Residential	0.1	0.77	0.06
5	Fair Oaks Village Shopping Center	Commercial	3.2	0.96	2.46
6	Fair Oaks Ranch Golf & Country Club	Commercial	21.1	0.96	8.60
7	Van Raub Elementary School	School	20.5	0.77	7.54
8	Spring Creek United Methodist Church	Religious	31.0	0.77	5.35
9	First Baptist Church of Fair Oaks	Religious	10.0	0.77	1.90
10	30150 Ralph Fair Road	Residential	19.0	0.57	0.56
11	City Office/Police Department	Government	6.7	0.96	3.58

Table 3: Anticipated Monthly Fees

Property No.	Land Use	Monthly Fee		
		Parcel Area Method	Rational Method	Impervious Area Method
1	Residential	\$11.07	\$11.19	\$6.53
2	Residential	\$2.30	\$2.33	\$5.49
3	Residential	\$64.40	\$65.08	\$27.62
4	Residential	\$0.45	\$0.61	\$1.95
5	Commercial	\$12.50	\$21.28	\$74.53
6	Commercial	\$82.15	\$139.81	\$261.17
7	School	\$79.81	\$108.94	\$228.78
8	Religious	\$120.90	\$165.03	\$162.51
9	Religious	\$38.95	\$53.16	\$57.71
10	Residential	\$74.13	\$74.91	\$16.90
11	Government	\$26.07	\$44.37	\$108.77

Analysis

All three methods can be tied to the respective parcel's use of the stormwater utility and can pass the test of non-discriminatory, reasonable and equitable that is required by the state law permitting the utility. However, when compared to each other, the three methods can produce distinct results.

In general, the parcel acreage method and the Rational method provide similar results. However, the larger the C factor assumed in the Rational Method, the greater the difference in fee between these two methods.

Table 4: Parcel Acreage and Rational Method Comparison

Property No.	Land Use	Rational Method C Coefficient	Parcel Acreage Monthly Fee	Rational Method Monthly Fee	Monthly Fee Difference
1	Residential	0.57	\$11.07	\$11.19	1%
2	Residential	0.57	\$2.30	\$2.33	1%
3	Residential	0.57	\$64.40	\$65.08	1%
4	Residential	0.77	\$0.45	\$0.61	37%
5	Commercial	0.96	\$12.50	\$21.28	70%
6	Commercial	0.96	\$82.15	\$139.81	70%
7	School	0.77	\$79.81	\$108.94	37%
8	Religious	0.77	\$120.90	\$165.03	37%
9	Religious	0.77	\$38.95	\$53.16	37%
10	Residential	0.57	\$74.13	\$74.91	1%
11	Government	0.57	\$26.07	\$44.37	70%

The parcel acreage and the impervious acreage methods can provide significantly different results. This is due to the fact that a small property can be densely developed or can be sparsely developed.

Table 5: Parcel Acreage and Parcel Impervious Acreage Comparison

Property No.	Land Use	Percent Impervious	Parcel Acreage Monthly Fee	Parcel Impervious Acreage Monthly Fee	Monthly Fee Difference
1	Residential	8%	\$11.07	\$6.53	-41%
2	Residential	31%	\$2.30	\$5.49	138%
3	Residential	6%	\$64.40	\$27.62	-57%
4	Residential	56%	\$0.45	\$1.95	333%
5	Commercial	77%	\$12.50	\$74.53	496%
6	Commercial	41%	\$82.15	\$261.17	218%
7	School	37%	\$79.81	\$228.78	187%
8	Religious	17%	\$120.90	\$162.51	34%
9	Religious	19%	\$38.95	\$57.71	48%
10	Residential	1%	\$74.13	\$16.90	-77%
11	Government	54%	\$26.07	\$108.77	317%

An additional comparison is provided amongst properties with similar acreages.

Table 6: Comparison of Three Properties with Similar Acreages

Property No.	Land Use	Parcel Acreage	Parcel Impervious Acreage	Parcel Acreage Monthly Fee	Rational Method Monthly Fee	Parcel Impervious Acreage Monthly Fee
6	Commercial	21.1	8.60	\$82.15	\$139.81	\$261.17
7	School	20.5	7.54	\$79.81	\$108.94	\$228.78
10	Residential	19.0	0.56	\$74.13	\$74.91	\$16.90

All three of these parcels are approximately the same size. Therefore, the parcel acreage fee is similar amongst the three properties. Typically, a commercial property is more densely developed than a school property, which is more densely developed than a single-family residential property. Therefore, the Rational Method C Coefficient fee is highest for the commercial property and lowest for the residential property. However, the Parcel Impervious Acreage fee considers the actual development of the property. The commercial and school properties are both approximately 40% impervious, while the residential property is only 1% impervious. This consideration shows the residential property uses the utility significantly less than the commercial and school properties. Therefore, the parcel impervious acreage fee is significantly less for the residential property than it is for the non-residential properties in this comparison.

Another useful comparison would be between residential properties of different sizes.

Table 7: Comparison of Two Residential Properties

Property No.	Land Use	Parcel Acreage	Parcel Impervious Acreage	Parcel Acreage Monthly Fee	Rational Method Monthly Fee	Parcel Impervious Acreage Monthly Fee
1	Residential	2.8	0.22	\$11.07	\$11.19	\$6.53
2	Residential	0.6	0.18	\$2.30	\$2.33	\$5.49

The two properties have significantly different parcel acreages. As a result, the parcel acreage monthly fee and the Rational Method monthly fee for each of the parcels varies greatly. However, each of the properties has a similar impervious area. Thus, the parcel impervious acreage monthly fee for the two parcels are similar.

Exemptions

State law provides both mandatory and discretionary exemptions to be used in the application of utility fees. Mandatory exemptions must be applied to the parcels in the City. These include vacant property, properties with wholly contained drainage systems, and state property.

Discretionary exemptions may be applied by the utility as desired. These include religious property, school district properties, and County and City properties.

A cursory review of parcels in Fair Oaks Ranch has uncovered the following properties in Table 8 that may be included in a discretionary exemption:

Table 8: Potential Discretionary Exempt Properties

Property Parcel ID*	Type of Entity	Name of Entity	Rational Method	Area Method	Impervious Method
1056794	School	Van Raub Elementary School	\$109.17	\$79.90	\$22.86
256962	School	Fair Oaks Ranch Elementary School	\$85.06	\$62.32	\$24.27
1060401	City/County	City Office/Police Department	\$30.95	\$26.07	\$10.87
252042	Church	Spring Creek United Methodist Church	\$122.30	\$120.83	\$16.24
115737	Church	First Baptist Church of Fair Oaks Ranch	\$39.38	\$38.98	\$5.77
26713	Church	Cibolo Creek Community Church	\$59.84	\$35.19	\$10.96

* Per parcel data provided by the City of Fair Oaks Ranch on January 31, 2020.

Discretionary exemptions result in reduced total fee for the City. Our calculations show these properties account for 1-2% of the fee potential in the City, dependent on the methodology used. We do not recommend that discretionary exemptions are applied in perpetuity; however, they can be used to phase in the fee for schools and religious institutions which often operate on set budgets and may have a difficult time absorbing an unbudgeted cost immediately as the stormwater utility fee becomes effective.

Conclusions

Three billing assessment options were evaluated for 11 properties in the City of Fair Oaks Ranch.

Area Method: When the billing is assessed based on the property area, the calculation fee is straightforward. However, densely developed properties are charged the same amount as sparsely developed properties, and there is not a simple method to reward reduction of impervious area or low impact development using this area method.

Rational Method: When the billing is assessed based on the Rational Method and its respective C Coefficient along with the property area, the calculation of the fee is straightforward and ties to the design of the adjacent storm conveyance systems. However, properties which do not develop to the density allowed by the zoning designation (such as a low-density commercial property) are billed the same value as properties that take full advantage of the allowable density.

Parcel Impervious Area Method: When the billing is assessed based on impervious area, a calculation will have to be performed for each property in the City to determine the impervious area. However, this allows each property to be assessed a fee based on the not just the area of the property but the actual density of development. The Impervious Method charges more to densely developed properties. It also provides incentive for the use of pervious pavements and low impact development.

Based on the results of the analysis, Kimley-Horn recommends the City use the Parcel Impervious Area Method to assess fees to billable parcels. The impervious area more closely correlates to total runoff than parcel area, and the method allows for varying levels of development density to be considered.

FEBRUARY 20, 2020

FAIR OAKS RANCH STORMWATER UTILITY

UTILITY STRUCTURE EVALUATION



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Brief Overview of Stormwater Utility

A Stormwater Utility is a user-fee-based funding program for the City's drainage management activities and drainage infrastructure needs.

- Funding for current and future City drainage operating and maintenance expenses
- Funding for drainage capital projects
- Authorized by Texas Local Government Code Chapter 552



February 25, 2020 @ 6:30pm
Stormwater Utility 101 Town Hall meeting
CiboloCreek Community Church
 30395 Ralph Fair Road
 Fair Oaks Ranch, TX 78015

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Stormwater Utility Billing



How utility billing works

- Based on inventory of lots and tracts within the City
- Billing can be based on any basis other than value of property

Billing basis must be directly related to drainage



- Equitable
- Nondiscriminatory
- Reasonable

Billing basis includes



- Inventory the city
- Split the cost amongst billable parcels

Utility Structure: Three Methods Evaluated



Area Method

Rational Method

Impervious Method

Area Method



- Method based on the number of acres in the parcel divided by the total area of the City

$$\frac{(Area)_{Parcel}}{(Area)_{City of Fair Oaks Ranch}}$$

Rational Method



- Method used to size infrastructure
- Assigns a coefficient based on land use (C) which is then multiplied by the area in the parcel.

$$\frac{(C * A)_{Parcel}}{(C * A)_{City of Fair Oaks Ranch}}$$

Land Use	C Coefficient*
Commercial	0.96
Dense Residential Areas / Schools	0.77
Large Lot Residential Areas	0.57

*Based on the landuse and San Antonio Storm Water Design Criteria Manual (2019)

Impervious Method



- Impervious area is any area that has been compacted or covered such that it does not readily absorb water or does not allow water to percolate through to the underlying soil.
- Percent of impervious area divided by the total area of the City

$$\frac{(\text{Impervious Area})_{\text{Parcel}}}{(\text{Impervious Area})_{\text{City of Fair Oaks Ranch}}}$$

Three Methods: Evaluation



- Analyzed 11 properties using the three methods
- Determine monthly charge of each property for each method
- In order to have a monthly charge comparison, a yearly Cost of Service must be assumed

7721 Silver Spur Trail



Residential lot, Area = 2.8 ac.



Impervious Area = 0.22 ac. (8%)

Monthly Charge Comparison

Area: \$11
Rational: \$11.25
Impervious: \$6.50

30922 Keeneland Drive



Residential lot, Area = 0.6 ac.



Impervious Area = 0.18 ac. (31%)

Monthly Charge Comparison

Area: \$2.25
Rational: \$2.25
Impervious: \$5.50

30924 Post Oak Trail



Residential lot, Area = 16.5 ac.



Impervious Area = 0.91 ac. (6%)

Monthly Charge Comparison

Area: \$64.50
Rational: \$65
Impervious: \$27.50

29445 Summit Ridge Drive



Residential lot, Area = 0.1 ac.



Impervious Area = 0.06 ac. (56%)

Monthly Charge Comparison

Area: \$0.50
Rational: \$0.75
Impervious: \$2.00

30150 Ralph Fair Road



Residential lot, Area = 19.0 ac.



Impervious Area = 0.56 ac. (6%)

Monthly Charge Comparison

Area: \$74.25
Rational: \$75
Impervious: \$17

Fair Oaks Village Shopping Center



Commercial lot, Area = 3.2 ac.



Impervious Area = 2.46 ac. (77%)

Monthly Charge Comparison

Area: \$12.50
Rational: \$21.25
Impervious: \$74.50

Fair Oaks Ranch Golf & Country Club



Commercial lot, Area = 21.1 ac.

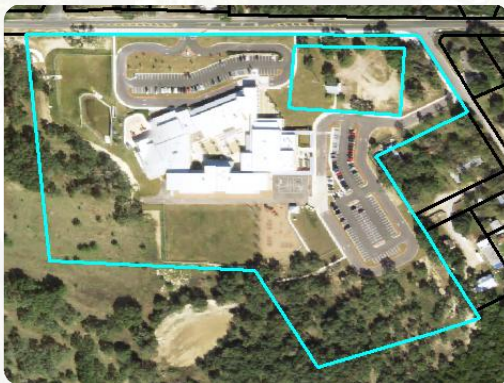


Impervious Area = 8.60 ac. (41%)

Monthly Charge Comparison

Area: \$82
Rational: \$140
Impervious: \$261

Van Raub Elementary School



School lot, Area = 20.5 ac.

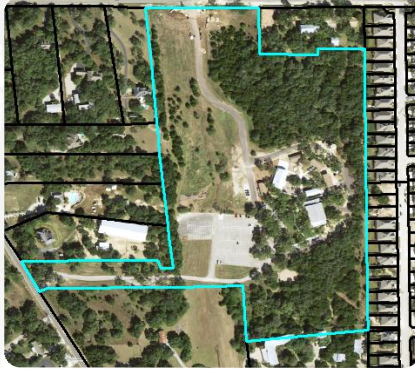


Impervious Area = 7.54 ac. (37%)

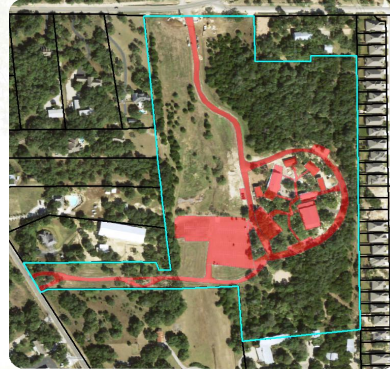
Monthly Charge Comparison

Area: \$80
Rational: \$109
Impervious: \$229

Spring Creek United Methodist Church



Religious Institution lot, Area = 31.0 ac.



Impervious Area = 5.36 ac. (17%)

Monthly Charge Comparison

Area: \$121
Rational: \$165
Impervious: \$163

First Baptist Church of Fair Oaks



Religious Institution lot, Area = 10.0 ac.



Impervious Area = 1.90 ac. (19%)

Monthly Charge Comparison

Area: \$39
Rational: \$53
Impervious: \$58

City Office/Police Department



City Government lot, Area = 6.7 ac.

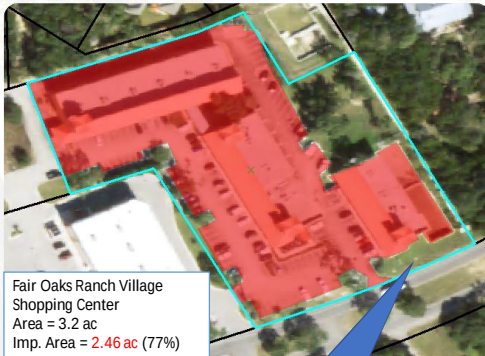


Impervious Area = 3.58 ac. (54%)

Monthly Charge Comparison

Area: \$26
Rational: \$44
Impervious: \$109

Comparison



Fair Oaks Ranch Village Shopping Center
Area = 3.2 ac
Imp. Area = 2.46 ac (77%)

Monthly Charges
Area: \$12.50
Rational: \$21.25
Impervious: \$74.50



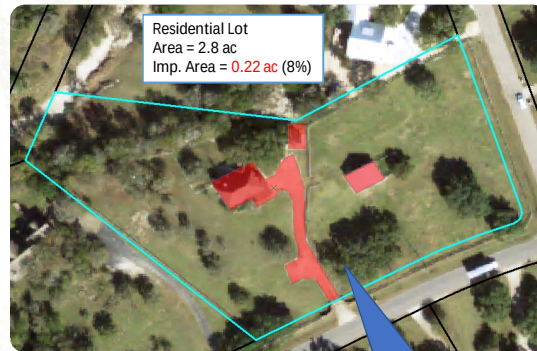
Residential Lot
Area = 2.8 ac
Imp. Area = 0.22 ac (8%)

Monthly Charges
Area: \$11
Rational: \$11.25
Impervious: \$6.50

Comparison



Monthly Charges
Area: \$74.25
Rational: \$75
Impervious: \$17

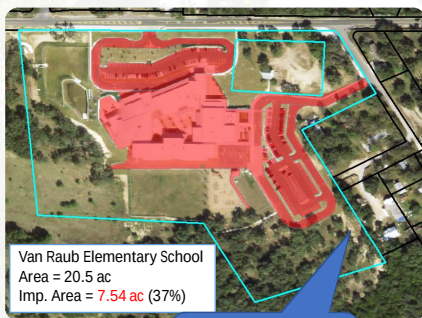


Monthly Charges
Area: \$11
Rational: \$11.25
Impervious: \$6.50

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Comparison



Monthly Charges
Area: \$80
Rational: \$109
Impervious: \$229



Monthly Charges
Area: \$74.25
Rational: \$75
Impervious: \$17



Monthly Charges
Area: \$82
Rational: \$140
Impervious: \$261

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Analysis of Results





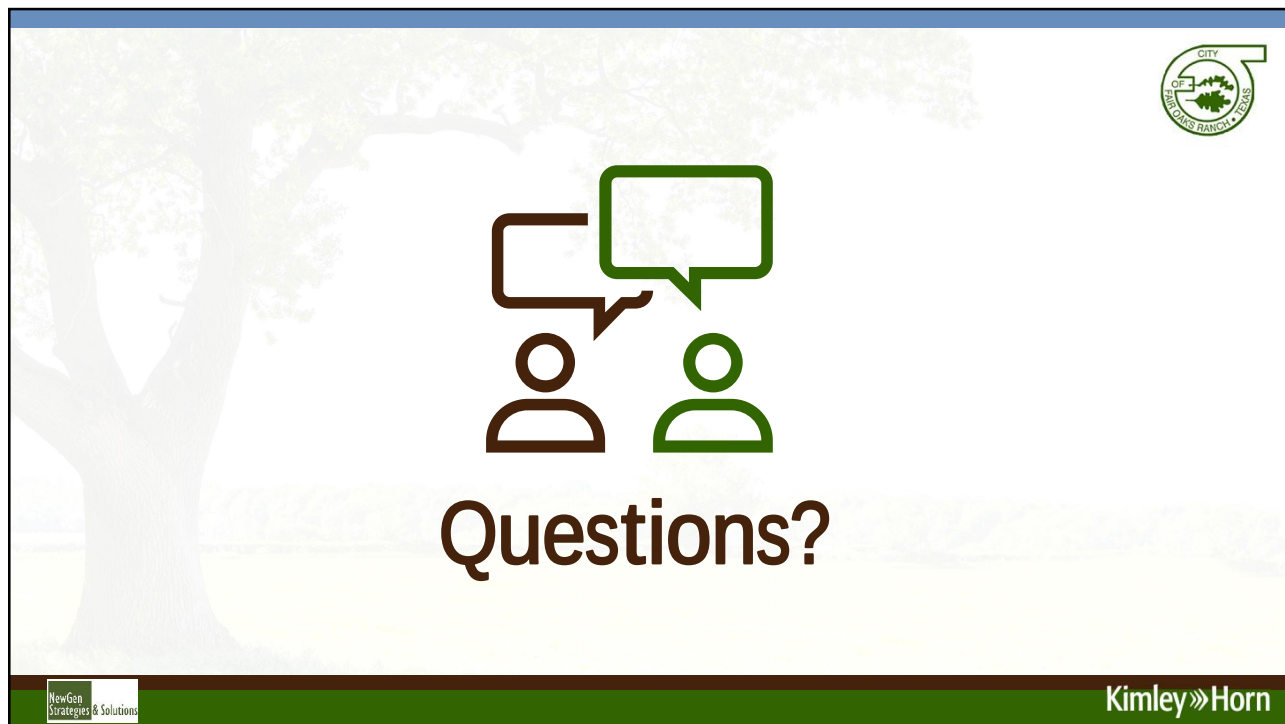
- Area Method**
 - Small, densely-developed properties pay smaller share
 - Large, lightly-developed properties pay larger share
- Rational Method**
 - Small, densely-developed properties pay smaller share
 - Large, lightly-developed properties pay larger share
- Impervious Method**
 - Lightly-developed properties pay smaller share
 - Densely-developed properties pay smaller share

Analysis of Results





- Area Method**
 - Easiest to apply with little room for protest
 - Passes equitable, reasonable and non-discriminatory requirement.
- Rational Method**
 - Easy to apply, but there will likely be more room for protest when compared to area method.
 - Passes equitable, reasonable and non-discriminatory requirement.
- Impervious Method (Our Recommendation)**
 - Most closely tied to an individual property's portion of use of the City's stormwater utility
 - More closely correlates to total runoff than parcel area method
 - Allows for varying levels of development density to be considered



Questions?



Kimley»Horn



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
February 20, 2020

AGENDA TOPIC: Discussion regarding Boards and Commission appointments.
DATE: February 20, 2020
DEPARTMENT: City Secretary
PRESENTED BY: Christina Picioccio

INTRODUCTION/BACKGROUND:

At the January 16, 2020 Council meeting, Council Member Koerner requested a review of the process appointing new members to Boards and Commissions based on vacancies. Also under consideration is a consistent policy for routine replacement of Board and Commission members.

Staff reviewed all boards and commissions and has provided a summary of the results (Attachment A).

Summary:

1. There is no standard process for filling Board and Commission vacancies.
2. There is no formal process for the removal/replacement of existing Board/Commission members.
3. There is a lack of public notifications of Board/Commission vacancies.
4. There is no standard terms policy.

To facilitate dialogue staff poses the following questions:

1. Should there be a common application/interview process?
2. Should there be a common vacancy/resignation/term renewal process?
3. What time of year should appointments be made?
4. Should the application be open yearlong?
5. Should there be staggered terms/time limits?
6. How should incumbents reapply?
7. Do we want all Commissions and Boards to exist? Should CIAC and P&Z become one Board? Do we need to create any new boards? (Home Rule Charter, official Communication/Branding Committee)
8. How should positions be posted on city website?

Staff recommendations:

1. That a single application be used for all positions (Attachment B).
2. Providing for staggered terms and term limits for applicable boards.
3. Create a standard process of appointment
4. That appointments should coincide with the fiscal year. July – August to allow incumbents to announce their interest in being reappointed, and receipt & evaluations/interviews of applicant pool.
5. Create website page that includes common application, educating residents about each committee and announcing open positions

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

It will allow more citizens who have an interest in community service to become involved providing fresh perspectives to established committees.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

No formal action is required but staff would appreciate receiving insight and general direction from the Council.

	BUILDING CODE BOARD OF APPEALS	CIAC	MDD	P&Z	TRANSPORTATION (Advisory)	WEC (Advisory)	ZBOA
Appointments	City Council By Resolution	City Council By Resolution	City Council By Resolution	City Council By Resolution	City Council By Resolution	City Council	City Council Made on the recommendation of the Mayor and a vote of approval by the City Council.
Members	3 persons Building Official 1 alternate member	No fewer than 5 members No fewer than 40% of real estate, development, or building industries ETJ representation City Council Member Public works Director	7 Directors 2 Council Members 1 FORHA Member Resident of the CoFOR or ETJ	7 regular Residents Real property owners Qualified voters of the City	2 citizen members	Not more than 7 seven members 1 alternate member	5 members 2 alternates At least 18 years of age Be a resident citizen Be a qualified voter of the city Not be employed by CoFOR Not receive salary or compensation for services to the board
Application Process	No mention	No mention Nominations/Resumé typically done	No mention	Applications solicited Interviews conducted	Applications solicited Interviews conducted	Resumé	Applications solicited Interviews conducted
Officers	Chairperson - At the will of the Board Building Codes Admin. Assistant is Secretary Acting Chairperson if absence	Chairman - By resolution Vice Chairman - By resolution	The Board of Directors shall choose from its members a: President Vice-President Secretary Treasurer	Chairperson & Vice-chairperson Selected by members 1st meeting in July 1 year term Members appoint if vacancy Acting Chairperson if absence	None	Chairman (Can't find info on)	Chairperson Vice Chairperson Officer's terms- May 31 to 1st June meeting every 2 Yrs Overlapping 2 year terms No limit on the number of terms for officer An officer may hold over until an election is held Nominations by Board members
Removal	No mention	Until the appointment is rescinded or member resigns.	Any director may be removed from office by the City Council at will	No mention	No mention	Shall remain unless asked to leave by majority vote of council By member request	Members may only be removed, before the expiration of the term of appointment, for cause Public Hearing required
Vacancy	No mention	Successor appointed by Council	Successor appointed by Council	Appointments to fill unexpired terms will be made on an as needed basis	No mention	No mention	Shall be filled for the unexpired term
Terms	No mention	Shall serve until the appointment is rescinded or member resigns.	2 year staggered term Oct 1 - Sept 30 of the 2nd year	3 years staggered 3 from first group have 2 year term Until re-appointed, resigned, or replaced by action of the City Council	At pleasure of the City Or if member is unable or unwilling to serve.	Unless asked to leave by majority vote of council	2 years Overlapping 2 year terms
# of Terms	No mention	No mention	No mention	No mention	No mention	No mention	No limit on the # of terms for an officer
Resignation	No mention	No mention of process	At any time-in writing-to Mayor & City Secretary with a copy to the board.	No mention	No mention	Voluntary retirement	No mention
Created By	Ordinance 2015-11	Resolution 82.0	Ordinance 2011-08	Ordinance 2018-03	Resolution 2019-06	Resolution 2016-08	Ordinance 2018-05
Members	Darrel White (Commercial Contractor) 1/21/2016 Jenks Boston (Home Builder)-Chairperson 1/21/2016 Walter Wong (Architect) 1/21/2016 Earl Hamilton (Master Planner) Alternate Building Codes Admin. Assistant -Secretary	John Merritt - Chairman 2/16/2006 Harold Manning - Vice Chairman 10/17/2013 John Weir - Resident Rep 7/17/2003 Fran Driskell - Real Estate 2/16/2006 Paul Lampe - Resident 11/19/2015 Dana Green - Development 11/19/2015 Monte McCormick - Resident Rep 6/1/2017 Paul Mebane - Resident Rep 3/15/2018 Snehal Patel - Council Rep 8/18/2016	Roy Elizondo (Place 1)-Council-Treasurer 7/7/2016 Laura Koerner (Place 2)-Council - Secretary 7/1/2017 Carolyn Knopf (Place 3) - FORHA Rep 10/3/2019 Vacant (Place 4) - At Large Faira Stevick (Place 5) - At Large 9/15/2011 Brad Dutton (Place 6)-At Large-VP 9/15/2011 Al McDavid (Place 7)-At Large-President 2/20/2014 Reaffirmed appointments in 2012	Linda Tom (Place 1) 8/14/2019 - 2021 Bobbe Barnes (Place 2) 3/19/2018 - 2021 Frank Trapasso (Place 3)-Vice Chairperson 3/19/2018 - 2021 David Horwath (Place 4) 3/19/2018-2021 Douglas Leonard (Place 5) 3/19/2018-2020 Dale Pearson (Place 6) 3/19/2018-2020 Michael Rey (Place 7) - Chairperson 3/19/2018-2020	Dan Banks 8/1/2019 Marcus Eli Garcia 8/1/2019	Paul Mebane 10/5/2017 Scott Russell 10/5/2017 Dedie Manitzas 10/5/2017 Dr. Bruce Nicholson 4/7/2016 Teal Harris 8/18/2016 Council Member Havard (Council Liason)	Richard Morris - Chairperson 4/22/2019-2021 John T. Wall - Vice Chairperson 4/22/2019 - 2021 Warren R. Needels 4/22/2019-2021 Rich Nichols 4/22/2019-2021 Shane Stolarczyk 4/22/2019-2021 Christopher Weigand (Alt) 4/22/2019-2021 Craig A. Matson (Alt) 4/22/2019-2021