



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

February 6, 2020 9:30 AM
City Hall Council Chambers
7286 Dietz Elkhorn, Fair Oaks Ranch

I. OPEN MEETING

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

II. CITIZENS and GUEST FORUM / PRESENTATIONS

To address the Council, please sign the Attendance Roster located on the table at the entrance of the Council Chamber. In accordance with the Open Meetings Act, Council may not discuss or take action on any item which has not been posted on the agenda.

- A. Citizens to be heard.
- B. Introduction of city new hire: Jarvis T. Banks, Utility Technician.
- C. Presentation of Employee of the Quarter Award.

III. CONSENT AGENDA

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

- A. Approval of the January 16, 2020 Regular City Council Meeting Minutes. Pgs. 3-5
- 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. Pgs. 6-9
- 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. Pgs. 10-15
- D. Approval of a Resolution adopting the Bexar County Election Voting System and Software. Pgs. 16-18
- 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. Pgs. 19-22
- F. Approval of Mayor Manitzas' absence from the January 16, 2020 City Council meeting. Pg. 23

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.

Ron Emmons, P.E., Director of Public Works Pgs. 24-36
Mike Garza, P.E., General Engineering Consultant, Legacy Engineering

- B. Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement for an IT Vulnerability Assessment. Brian Lejeune, IT Manager Pgs. 37-58
- 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). Carole Vanzant, Assistant City Manager Pgs. 59-66

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

- A. Quarterly Finance & Investment Reports. Sarah Buckelew, Director of Finance Pgs. 67-75
- B. Storm Water Utility Update Ron Emmons, P.E., Director of Public Works
- C. State of the City Update.
Joanna Merrill, Director of Human Resources & Communications

VI. CONVENE INTO EXECUTIVE SESSION

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

- A. 551.071 (Consultation with Attorney) - Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs Edward I. Hill, Robert E. Heckendorn, Craig M. Luitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.
- B. 551.071 (Consultation with Attorney) - to receive legal advice regarding claims made on behalf of a real property owner against the City's operation of the K-3 Trinity Glen Rose Water Well.
- C. 551.071 (Consultation with Attorney) - to receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
- D. 551.074 (Personnel Matters) - to discuss the recruitment and hiring process for the position of Chief of Police.

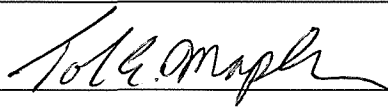
VII. RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

VIII. ADJOURNMENT

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

Signature of Agenda Approval: _____



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 3, 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
January 16, 2020
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

I. OPEN MEETING

A. Roll Call – Declaration of a Quorum

Present: Mayor Pro Tem Elizondo

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

Absent: Mayor Manitzas

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

B. The Pledge of Allegiance was led by Paul Mebane, citizen and Wildlife Education Committee member.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. Citizens to be heard.

1. Andrew Mangold, resident, spoke about being contacted by the City's Code Compliance Officer regarding high grass on his property. Reviewing the City's Ordinance 6.02 on grass he noted the ordinance does not: define what high grass is, distinguish between landscape versus native grasses, nor determine the area that requires maintenance. He requested that these items be addressed.

B. Bruce Nicholson, WEC Chairman, presented the results of the Wildlife Education Committee (WEC) and Texas Parks and Wildlife's 2019 Deer Survey. He gave special thanks to those contributing to the project: Jessica Alderson, Dedie Manitzas, Paul Mebane, Scott Russell, Teal Harris, MaryAnne Havard, Carole Vanzant, Garry Manitzas, Milaun Gonzalez, Drew Haines, Ethan Handley, Simon Taylor, Sebastian Taylor Leah Lira, Lauren Lira, Sara Lopez, Tristan Schantz-Flores, Perrin Shell, Lance Lira, Donna Taylor, and David Taylor. Future plans include performing this survey annually using the same methodology.

C. Finance Director Sarah Buckelew presented the Government Finance Officers Association Award to council.

III. CONSENT AGENDA

A. **Approval of January 2, 2020 Regular City Council Meeting Minutes.**

MOTION: Made by Council Member Havard, seconded by Council Member Koerner to accept the Consent Agenda as written.

VOTE: 6-0; Motion Passed

IV. CONSIDERATION/DISCUSSION ITEMS

A. **Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement with Kimley Horn for Storm Water Utility Consultant Services.**

MOTION: Made by Council Member Havard, seconded by Council Member Koerner to authorize the City Manager to sign a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Stormwater Utility Consulting Services.

MOTION: Made by Council Member Hartpence, seconded by Council Member Patel to amend the motion so that the study look only at the impervious method.

VOTE: 2-4; Motion Failed, Nays: Mayor Pro Tem Elizondo and Council Members: Havard, Koerner, and Maxton.

VOTE ON ORIGINAL MOTION:

5-1; Motion Passed, Nay: Council Member Patel.

B. Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement for City Planning Consultant Services.

MOTION: Made by Council Member Maxton, seconded by Council Member Hartpence to authorize the City Manager to sign a Professional Services Agreement with Gunda Corporation for City Planning Consultant services.

VOTE: 6-0; Motion Passed.

C. Discussion regarding the draft request for proposal (RFP) for a Compensation & Benefit Study.

Joanna Merrill, Human Resources Director, presented a draft request for proposal (RFP) to council to receive general insight and direction. City Council was instructed to communicate any recommended changes through the City Secretary, City Manager, or HR Director.

D. Consideration and possible action approving the first reading of an ordinance calling a Special Election reauthorizing the levying of local sales and use tax for the maintenance and repair of municipal streets.

MOTION: Made by Council Member Havard, seconded by Council Member Maxton to approve the first reading of an ordinance calling a Special Election reauthorizing the levying of local sales and use tax for the maintenance and repair of municipal streets.

VOTE: 6-0; Motion Passed.

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

A. Capital Improvements Advisory Committee Chairman, John Merritt, provided the Committee's semi-annual reports from September through December 2019. The Committee met in September to review the newly adopted Land Use Assumptions and Capital Improvement Plans. On December 12, 2019 the committee received the Draft Water and Wastewater Impact Fee report. The Committee found that "the Land Use Assumptions and Capital Improvement Plan are based on sound assumptions and engineering practices and recommended no changes." They further found that sound assumptions and engineering practices were used in their calculation of the Maximum Allowable Impact Fees. The CIAC recommended that Council adopt the Maximum Allowable Impact Fees: Water: \$8,670 and Wastewater: \$6,069.

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.

City Council convened into Executive Session at 8:12 PM regarding:

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

III. RECONVENE INTO OPEN SESSION

The Mayor Pro Tem reconvened into open session at 9:13 PM. No action was taken.

VIII. ADJOURNMENT

Council Member Koerner requested that an item regarding maintaining term limits for all board appointments and how they are being managed be reviewed and brought back to Council.

Mayor Pro Tem Elizondo adjourned the meeting at 9:16 PM.

Roy Elizondo, Mayor Pro Tem

ATTEST:

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
February 6, 2020

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

DATE: February 6, 2020

DEPARTMENT: City Secretary

PRESENTED BY: Consent Agenda – City Secretary

INTRODUCTION/BACKGROUND:

The Texas Election Code requires City Council to order the election no later than the 78th day (February 14, 2020) before Election Day, May 2, 2020. This year, Council Places 2 and 6 are up for reelection.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Affords the citizens the opportunity to elect their local government officials and complies with State Election Code and City Charter.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Budgeted cost of election, including contract for conducting the election, is \$6,000.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda (I move to approve a Resolution ordering a General Election to be held May 2, 2020 for the election of Council Member Places 2 and 6.)

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 02, 2020 FOR THE ELECTION OF CERTAIN CITY OFFICERS; PROVIDING PROCEDURES AND DEADLINES FOR THE FILING OF CANDIDATE APPLICATIONS TO BE PLACED ON THE BALLOT; FOR THE LOCATION AND TIME FOR EARLY VOTING; AUTHORIZING CONTRACTS WITH THE ELECTION ADMINISTRATOR OF BEXAR COUNTY, TEXAS TO CONDUCT THE ELECTIONS; AUTHORIZING THE ELECTIONS TO BE HELD AS A JOINT ELECTION; AND FOR NOTICE OF SAID ELECTIONS TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the laws of the State of Texas provide that on May 2, 2020, there shall be a general election for municipal officers; and,

WHEREAS, the City of Fair Oaks Ranch is a Home Rule municipality located in Bexar County, Comal County and Kendall County, adopted as authorized by Article XI, Section 5, of the Texas Constitution; and

WHEREAS, Section 4.01 of the City's Charter requires the City of Fair Oaks Ranch to conduct an election for city officers annually on an authorized uniform election date; and

WHEREAS, pursuant to Chapter 3 of the Texas Election Code, the City Council of the City of Fair Oaks Ranch, Texas hereby calls for the above general election for municipal officers and hereby sets forth the procedures and requirements for the conduct of said election as prescribed by the Texas Election Code; and

WHEREAS, pursuant to Chapter 271 of the Texas Election Code, the City will contract with the Bexar County Elections Administrator to conduct this election.

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

SECTION 1. The City of Fair Oaks Ranch hereby orders a Municipal General Election to be held on May 02, 2020, an authorized uniform election date, for the purpose of:

- a. Electing a Council Member for Place(s) 2 and 6.
 - i. The Council Member elected to Place(s) 2 and 6, shall serve a term of 3 years, with their terms terminating in 2023, or when their successors are duly elected;
 - ii. That at said election each of the aforementioned named City Council positions shall be voted upon separately and that the candidate receiving the majority votes for each said City Council position shall be elected to that office;
 - iii. That qualified persons desiring to be candidates in the aforementioned City Council Places shall file applications for candidacy with the City Secretary beginning at 8 AM on the 16th day of January and not later than 5:00 PM on the 14th day of February, 2020.

SECTION 2. All qualified voters of the City of Fair Oaks Ranch shall be entitled to vote in said election.

SECTION 3. The polling place for the holding of said election shall be at the City of Fair Oaks Ranch City Hall, in the Council Chambers, 7286 Dietz Elkhorn, City of Fair Oaks Ranch, Texas; and the entire City of Fair Oaks Ranch, Texas, for the purpose of holding said election shall be and constitute one Municipal election precinct.

SECTION 4. Early voting in said elections shall be conducted at the Fair Oaks Ranch City Hall, in the Council Chambers, 7286 Dietz Elkhorn, City of Fair Oaks Ranch, Texas commencing April 20 through April 28, 2020. The Bexar County Election Administrator is hereby charged with the duty of conducting early voting in said election, as required by law. Applications for ballot by mail shall be mailed to:

J. Callanen, Elections Administrator
Bexar County Elections
1103 S. Frio, Suite 100
San Antonio TX 78207

SECTION 5. Early voting by personal appearance will be conducted in the City Hall Council Chambers, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas on the following dates and times:

Mon. April 20 – Thu. April 238:00 AM to 6:00 PM
Fri. April 24.....Closed
Sat. April 25.....8:00 AM to 6:00 PM
Sun. April 26Closed
Mon. April 27 – Tue. April 288:00 AM to 8:00 PM

SECTION 6. The polling place on Election Day shall be open from 7:00 AM to 7:00 PM.

SECTION 7. Pursuant to Section 61.012, Texas Election Code, as amended, the City shall provide at least one accessible voting system in each polling place used in the election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Touch screen machines may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail. The Elections Administrator shall also utilize a Central Counting Station (the “Station”) as provided by Section 127.001, et seq., Texas Election Code, as amended. Bexar County Election Administrator Jacque Callanen, serving as the Elections Official Manager and Presiding Judge of the Stations, will appoint the Election Judges and Station Clerks for each Station location, and will establish a written plan for the orderly operation of the Station locations in accordance with the provisions of the Texas Election Code. The Elections Administrator will appoint the Tabulation Supervisors which will also serve as the Programmers for the Stations. Lastly, the Elections Administrator will publish notice and conduct testing on the automatic tabulation equipment relating to the Stations and conduct instruction for the officials and clerks for the Stations in accordance with the provisions of the Texas Election Code. Voting by Mail ballot and Provisional Voting shall be done on paper ballot.

SECTION 8. The City Secretary shall serve as the election officer of the May 02, 2020 General Election of the City of Fair Oaks Ranch as required and authorized by law.

SECTION 9. The City Secretary is hereby authorized and directed to post notice of said election, in both English and Spanish, on a bulletin board used for posting notices of the City Council meetings of the City of Fair Oaks Ranch at 7286 Dietz Elkhorn, City of Fair Oaks Ranch, Texas (the polling places for the holding of said election) not later than the twenty-first (21) day before Election Day. Said notice shall remain posted through the end of Election Day.

- SECTION 10.** The City Secretary is further authorized and directed to cause notice of said election to be published in a newspaper of general circulation in the City of Fair Oaks Ranch at least once, not earlier than the thirtieth (30th) day nor later than the tenth (10th) day before Election Day.
- SECTION 11.** The City Secretary shall send a copy of the notice of said election to the County Clerk and Voter Registrar of Bexar, Comal, and Kendall County no later than the 60th day before Election Day.
- SECTION 12.** The Council authorizes the City Manager to negotiate and enter into one or more joint election agreements with other governmental organizations in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager, or his/her designee, and the City Attorney.
- SECTION 13.** The Council authorizes the City Manager to negotiate and enter into contracts with the Elections Administrator to conduct the elections in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager and the City Attorney.
- SECTION 14.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council declares that this Resolution would have been enacted without such invalid provision.

APPROVED on this the 6th 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



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
February 6, 2020

AGENDA TOPIC: Approval of a Resolution approving 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.

DATE: February 6, 2020

DEPARTMENT: City Secretary

PRESENTED BY: Consent Agenda – City Secretary

INTRODUCTION/BACKGROUND:

Texas Election Code Section 271.002 authorizes two or more political subdivisions to enter into an agreement to hold elections jointly. As such, the Federal and State Governments encourage entities such as cities, school districts, water districts, etc. to contract with their local County Elections Office to administer respective elections jointly with other entities. The intent of administering joint elections is to provide convenient, simple and cost effective elections. By way of background, the cost for Fair Oaks Ranch to hold a stand-alone election is approximately \$30,000. As the poll site for city elections is located in Bexar County (City Hall), the City historically contracts with Bexar County Elections to be part of their joint ballot.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Contracting with Bexar County Elections to be part of their joint ballot is convenient for our voters and less expensive than conducting a stand-alone city election:

1. City's portion of the joint ballot approximate cost is \$5,500 (total cost to be determined after the candidate filing date and final day to order an election – February 14, 2020).
2. Provides for numerous early voting poll sites, experienced poll workers and efficient Election night results.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Budgeted \$6,000 for contract of election services.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda (I move to approve a Resolution approving a Joint Election Agreement with Bexar County Elections and authorizing the City Manager to sign the Agreement.)

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS APPROVING A JOINT ELECTION AGREEMENT AMONG THE CITY OF FAIR OAKS RANCH, BEXAR COUNTY ELECTIONS, AND OTHER GOVERNMENTAL ENTITIES RELATING TO CONDUCTING A JOINT ELECTION ON MAY 2, 2020 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH ON BEHALF OF THE CITY OF FAIR OAKS RANCH

WHEREAS, Section 271.002 of the Elections Code provides that if the elections ordered by the authorities of two or more political subdivisions are to be held on the same day in all or part of the same county, the governing bodies of the political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, the City of Fair Oaks Ranch along with several other political subdivisions all located within Bexar County desire to enter in a joint election agreement setting forth each entity's individual obligations with respect to conducting their respective elections on May 2, 2020; and

WHEREAS, the City Council finds that entering into a Joint Election Agreement with these political subdivisions will provide a simple, convenient and cost saving election which will benefit the voters within the City of Fair Oaks Ranch and that the terms set forth in the Joint Election Agreement, attached hereto as *Exhibit A*, are in the city's best interest and should be adopted.

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

Section 1. Approval of Joint Election Agreement. The City Council hereby approves the Joint Election Agreement attached as *Exhibit A*.

Section 2. Authority to Execute Agreement. The City Manager is hereby authorized to execute the Joint Election Agreement on behalf of the City and any other documents in connection with said Agreement.

Section 3. This Resolution shall be in full force and effect from and after its passage by the City Council.

APPROVED by the City Council on February 6, 2020.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

JOINT ELECTION AGREEMENT

This Agreement is entered into by and between Bexar County Elections Administrator (“ADMINISTRATOR”), acting on behalf of Bexar County; Alamo Community College District (“ACCD”); Alamo Heights Independent School District (“AHISD”); North East Independent School District (“NEISD”); Southside Independent School District (“SSISD”); the City of Alamo Heights (“COAH”); the City of Balcones Heights (“COBH”); the City of Castle Hills (“COCH”); the City of China Grove (“COCG”); the City of Elmendorf (“COE”); the City of Fair Oaks Ranch (“COFOR”); the City of Grey Forest (“COGF”); the City of Helotes (“COH”); the City of Hill Country Village (“COHCV”); the Town of Hollywood Park (“TOHP”); the City of Kirby (“COK”); the City of Leon Valley (“COLV”); the City of Live Oak (“COLO”); the City of Olmos Park (“COOP”); the City of San Antonio (“COSA”); the City of Shavano Park (“COSP”); the City of Somerset (“COS”); the City of Terrell Hills (“COTH”); the City of Universal City (“COUC”); the City of Windcrest (“COW”) and the San Antonio MUD #1 (“SAMUD”); and they may also be referred to, individually, as an “Entity” or, collectively, as the “Entities,” acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a), for the May 2, 2020 election.

WHEREAS, ACCD will conduct a general and special election on Saturday, May 2, 2020; and

WHEREAS, AHISD will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, NEISD will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, SSISD will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COAH will conduct a general and bond election on Saturday, May 2, 2020; and

WHEREAS, COBH will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COCH will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COCG will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COE will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COFOR will conduct a general and special election on Saturday, May 2, 2020; and

WHEREAS, COGF will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COH will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COHCV will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, TOHP will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COK will conduct a general and special election on Saturday, May 2, 2020; and

WHEREAS, COLV will conduct a general and special election on Saturday, May 2, 2020; and

WHEREAS, COLO will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COOP will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COSA will conduct a special election on Saturday, May 2, 2020; and

WHEREAS, COSP will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COS will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COTH will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, COW will conduct a bond election on Saturday, May 2, 2020; and

WHEREAS, COUC will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, SAMUD will conduct a general election on Saturday, May 2, 2020; and

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the Vote Centers that can be served by common polling places; and

WHEREAS, the Entities desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions; and

WHEREAS, the Entities desire to enter into an agreement setting out their respective duties and responsibilities for the May 2, 2020 election;

NOW THEREFORE, it is agreed that the Entities will hold a joint election on Saturday, May 2, 2020 (the “Joint Election”) under the following terms and conditions:

I.

The Entities are each required to enter into their own separate contract with ADMINISTRATOR for election services and will hold elections jointly with other Entities in the Vote Centers that can be served by common polling places, using joint election officer and clerks as ADMINISTRATOR determines is necessary and appropriate.

II.

The Entities agree to conduct early voting jointly. ADMINISTRATOR will arrange for and handle early voting in person and by mail for the Joint Election in accordance with her contracts with those Entities. Appropriate notices to the public related to early voting will be provided by the Entities.

III.

The Entities agree that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election.

IV.

Each Entity is responsible for its own posting of public notices in connection with the Joint Election. ADMINISTRATOR shall be responsible for publishing a Notice of Election in a newspaper of general circulation in the territory as required of all the Entities under Section 4.003 of the Election Code, and each Entity shall pay ADMINISTRATOR its proportionate share of the publishing cost.

V.

Each Entity is responsible for paying ADMINISTRATOR for any and all other election costs, as applicable to the specific Entity and agreed upon by separate contract for election services between each Entity and ADMINISTRATOR.

VI.

ADMINISTRATOR will tabulate the ballots and provide a set of copies of the affidavit page of each return along with the returns of the election, as agreed upon by separate contract between each Entity and ADMINISTRATOR.

VII.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

VIII.

The Entities agree to comply with any and all applicable state and federal record retention statutes. Each Entity shall be the custodian of its respective election records.

IX.

If an Entity determines not to participate in the Joint Election to be held on Saturday, May 2, 2020, because it has no contested positions, the nonparticipating Entity shall promptly notify ADMINISTRATOR and the other Entities, and this Agreement shall be automatically amended to delete the nonparticipating Entity as a party to the Agreement.

X.

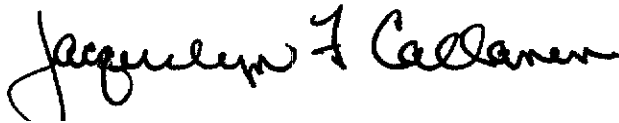
The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

XI.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. The Entities may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of executed counterparts by facsimile transmission shall be binding on the Entities. Following a facsimile exchange, the Entities shall promptly exchange original signature pages.

SIGNED and AGREED this _____ day of _____, 2020.

BEXAR COUNTY ELECTIONS ADMINISTRATOR



Jacquelyn F. Callanen

ENTITY: _____

BY: _____

TITLE: _____

ENTITY: _____

BY: _____

TITLE: _____

ENTITY: _____

BY: _____

TITLE: _____



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
February 6, 2020

AGENDA TOPIC: Approval of a Resolution adopting the Bexar County Election Voting System and Software.

DATE: February 6, 2020

DEPARTMENT: City Secretary

PRESENTED BY: Consent Agenda – City Secretary

INTRODUCTION/BACKGROUND:

Under Section 43.007(i) of the Texas Election Code, the Bexar County Elections Office was granted approval by the Secretary of State to participate in the Countywide Polling Place Program. The November 2019 elections was the test-run of the program. As the program during that election was considered “successful” the county was granted the authority to continue to use County Wide Election program for subsequent elections.

Texas Election Code 43.007(d) requires specific equipment and software to be purchased. Bexar County received written approval for the purchase of the new elections equipment and software for future elections. As the City of Fair Oaks Ranch is contracting with Bexar County to perform our elections, Texas Election Code Chapter 123 requires that the City, by resolution, order, or other official action of the authority, must adopt the system for use in the elections before a voting system may be used in elections.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Bexar County citizens will be utilizing the same equipment from the November 2019 and March 2020 elections.

Compliance with Texas Election Code Chapter 43 and 123.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda (I move to approve a Resolution approving the Bexar County Election Voting System and Software.)

A RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS ADOPTING THE BEXAR COUNTY ELECTION VOTING SYSTEM AND SOFTWARE AS REQUIRED BY CHAPTER 123 OF THE TEXAS ELECTION CODE; APPROVING EXPRESS VOTE UNIVERSAL VOTING SYSTEM, ELECTION DAY VOTING AND PROVISIONAL BALLOTS IN ALL FUTURE ELECTIONS; APPROVING THE CITY MANAGER'S EXECUTION OF ANY DOCUMENTS NECESSARY TO USE THE DESIGNATED VOTING SYSTEM AND TAKE ANY ADDITIONAL ACTIONS REASONABLY NECESSARY THEREWITH

WHEREAS, adoption and acquisition of voting systems is authorized in Chapter 123 of the Texas Election Code; and

WHEREAS, in an effort to achieve the ongoing goal of meeting the voting needs of the residents of Bexar County, Bexar County has determined the purchase of a new voting system is necessary; and

WHEREAS, on March 26, 2019 the Bexar County Election Administrator unanimously selected for the new Electronic Voting System to Election System & Software (ES&S) and was approved by the Texas Secretary of State's office on September 13, 2019; and

WHEREAS, the Texas Secretary of State has officially approved the contract between Bexar County and ES&S for the purchase of the Express Vote Universal Voting System, and on May 21, 2019 Bexar County Commissioners Court approved; and

WHEREAS, the Express Vote Universal Voting System consists of many components; including but not limited to the ExpressVote Ballot Marking Device, the DS200 precinct digital scanner and tabulator, the DS450 high speed central scanner and tabulator, the ExpressTouch DRE and Electionware election management software; and

WHEREAS, Chapter 123 of the Texas Elections Code states that before a voting system may be used in elections, the authority designated by this section, by resolution, order, or other official action of the authority, must adopt the system for use in the elections; and

WHEREAS, the City of Fair Oaks Ranch contracts with Bexar County and the Elections Department to administer its elections and hereby adopts and approves the use of such new system.

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

- Section 1.** The City Council hereby authorizes the adoption of the Bexar County Election System & Software, Express Vote Universal Voting System for Early Voting in Person, Early Voting by Mail, Election Day Voting and Provisional Ballots in all future elections held by the City of Fair Oaks Ranch jointly with Bexar County.
- Section 2.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3.** The City Manager is hereby authorized to execute, on behalf of the City, any other documents and instruments reasonably necessary for the use of the designated voting system.
- Section 4.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of

this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7 It is officially found, determined, and declared that the meeting at which this Resolution 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 Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 8. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

APPROVED on this the 6th 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



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
February 6, 2020

AGENDA TOPIC: 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

DATE: February 6, 2020

DEPARTMENT: City Secretary

PRESENTED BY: Consent Agenda – City Secretary

INTRODUCTION/BACKGROUND:

In 2008 pursuant to the Texas Tax Code Chapter 327 the citizens of Fair Oaks Ranch elected to impose a local sales and use tax rate of $\frac{1}{4}$ of one percent for funds dedicated to street maintenance and repair. This tax expires four years after enactment, but can be readopted upon a successful election prior to the expiration of the tax. In 2012 and 2016 citizens reauthorized, by election, the re-adoption of the street maintenance and repair tax.

Texas Tax Code Section 327.007b provides that “An election to reauthorize the tax is *called* and *held in the same manner* as an election to adopt the tax.” In 2008 the election was called under Ordinance 176. Tonight’s agenda item is to order an election reauthorizing the sales and use tax for the maintenance and repair of municipal streets.

As the City Charter requires two readings of an ordinance and the last day to call the election is February 14, 2020, the agenda is being amended to comply with the statutory requirement of the Charter.

City Council heard and approved the first reading of this ordinance at the January 16, 2020 council meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Re-adopting the quarter cent tax ensures the continuance of the City’s annual street maintenance and repair program.
2. Affords the opportunity for citizenry voice.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

\$6,000 is budgeted for election expenses this fiscal year.

LEGAL ANALYSIS:

Reviewed and approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda (I move to approve the first reading of an ordinance calling a Special Election reauthorizing the levying of local sales and use tax for the maintenance and repair of municipal streets.)

AN ORDINANCE

AN ORDINANCE ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 2, 2020 IN THE CITY OF FAIR OAKS RANCH, TEXAS, TO SUBMIT A PROPOSITION ON THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF FAIR OAKS RANCH, TEXAS AT THE RATE OF ONE FOURTH (1/4) OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS

WHEREAS, the Texas Tax Code Chapter 327 authorizes cities to impose a local sales and use tax rate of one-fourth of one percent for funds dedicated to street maintenance and repair upon a properly held election approving same; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch, Texas, (City) hereby finds that a special election should be held for the purpose of submitting a proposition reauthorizing the levy and collection of the local sales and use tax in Fair Oaks Ranch, Texas, at the rate of one-fourth of one percent to continue to provide revenue for the maintenance and repair of municipal streets; and,

WHEREAS, the combined rate of all local sales and use taxes imposed by the City and other political subdivisions having territory in the City will not exceed two percent (2%); and,

WHEREAS, the City Council finds and determines that the holding of a special election on the date set forth below, a uniform election date, is in the public's interest.

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

SECTION 1. The City of Fair Oaks Ranch hereby orders a Municipal Special Election to be held on May 02, 2020 to determine whether or not there shall be a reauthorization of the local sales and use tax in in the City of Fair Oaks Ranch, Texas, at the rate of one-fourth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.

SECTION 2. The official ballots shall be prepared in accordance with the Texas Election Code, as amended, so as to permit qualified voters to vote "FOR" or "AGAINST" the aforesaid proposition which shall appear on the ballot substantially as follows:

PROPOSITION

Shall the City Council of the City of Fair Oaks Ranch, Texas, be re-authorized to continue a local sales and use tax in the City of Fair Oaks Ranch at the rate of one-fourth of one percent to provide revenue for maintenance and repair of municipal streets?

SECTION 3. All qualified voters of the City of Fair Oaks Ranch shall be entitled to vote in said election.

SECTION 4. The polling place for the holding of said election shall be at the City of Fair Oaks Ranch City Hall, in the Council Chambers, 7286 Dietz Elkhorn, City of Fair Oaks

Ranch, Texas; and the entire City of Fair Oaks Ranch, Texas, for the purpose of holding said election shall be and constitute one Municipal election precinct.

SECTION 5. Early voting in said elections shall be conducted at the Fair Oaks Ranch City Hall, in the Council Chambers, 7286 Dietz Elkhorn, City of Fair Oaks Ranch, Texas commencing April 20 through April 28, 2020. The Bexar County Election Administrator is hereby charged with the duty of conducting early voting in said election, as required by law. Applications for ballot by mail shall be mailed to:

J. Callanen, Elections Administrator
Bexar County Elections
1103 S. Frio, Suite 100
San Antonio TX 78207

SECTION 6. Early voting by personal appearance will be conducted in the City Hall Council Chambers, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas on the following dates and times:

Mon. April 20 – Thu. April 238:00 AM to 6:00 PM
Fri. April 24..... Closed
Sat. April 258:00 AM to 6:00 PM
Sun. April 26..... Closed
Mon. April 27 – Tue. April 28.....8:00 AM to 8:00 PM

SECTION 7. The polling place on Election Day shall be open from 7:00 AM to 7:00 PM.

SECTION 8. Pursuant to Section 61.012, Texas Election Code, as amended, the City shall provide at least one accessible voting system in each polling place used in the election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Touch screen machines may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail. The Elections Administrator shall also utilize a Central Counting Station (the “Station”) as provided by Section 127.001, et seq., Texas Election Code, as amended. Bexar County Election Administrator Jacque Callanen, serving as the Elections Official Manager and Presiding Judge of the Stations, will appoint the Election Judges and Station Clerks for each Station location, and will establish a written plan for the orderly operation of the Station locations in accordance with the provisions of the Texas Election Code. The Elections Administrator will appoint the Tabulation Supervisors which will also serve as the Programmers for the Stations. Lastly, the Elections Administrator will publish notice and conduct testing on the automatic tabulation equipment relating to the Stations and conduct instruction for the officials and clerks for the Stations in accordance with the provisions of the Texas Election Code. Voting by Mail ballot and Provisional Voting shall be done on paper ballot.

SECTION 9. The City Secretary shall serve as the election officer of the May 02, 2020 Special Election of the City of Fair Oaks Ranch as required and authorized by law.

SECTION 10. The City Secretary is hereby authorized and directed to post notice of said election, in both English and Spanish, on a bulletin board used for posting notices of the City Council meetings of the City of Fair Oaks Ranch at 7286 Dietz Elkhorn, City of Fair Oaks Ranch, Texas (the polling places for the holding of said election) not later than the twenty-first (21) day before Election Day. Said notice shall remain posted through the end of Election Day.

SECTION 11. The City Secretary is further authorized and directed to cause notice of said election to be published in a newspaper of general circulation in the City of Fair Oaks Ranch at least once, not earlier than the thirtieth (30th) day nor later than the tenth (10th) day before Election Day.

SECTION 12. The City Secretary shall send a copy of the notice of said election to the County Clerk and Voter Registrar of Bexar, Comal, and Kendall County no later than the 60th day before Election Day.

SECTION 13. The Council authorizes the City Manager to negotiate and enter into one or more joint election agreements with other governmental organizations in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager, or his/her designee, and the City Attorney.

SECTION 14. The Council authorizes the City Manager to negotiate and enter into contracts with the Elections Administrator to conduct the elections in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager and the City Attorney.

SECTION 15. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council declares that this Ordinance would have been enacted without such invalid provision.

PASSED AND APPROVED on the first reading on 16th day of January, 2020.

PASSED, APPROVED, AND ADOPTED on the second reading, this 6th 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



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
February 6, 2020

AGENDA TOPIC: Approval of Mayor Manitzas' absence from the May 16, 2019 City Council Meeting.

DATE: February 6, 2020

DEPARTMENT: City Council

PRESENTED BY: Consent Agenda – Mayor Manitzas

INTRODUCTION/BACKGROUND:

Mayor Manitzas' absence from the January 16, 2020 City Council meeting was due to being out of town.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Complies with Section 3.09 of the Home Rule Charter

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda (I move to approve the Mayor's absence from the January 16, 2020 City Council Meeting.)



CITY COUNCIL Discussion ITEM

CITY OF FAIR OAKS RANCH, TEXAS

February 6, 2020

AGENDA TOPIC: Discussion regarding traffic control report for intersections at Battle Intense at Hansel Drive/High Eschelon and Keenland Drive at Battle Intense/Venturer Lane

DATE: February 6, 2020

DEPARTMENT: Public Works

PRESENTED BY: Ronald C. Emmons, P.E. and Mike Garza, P.E. (GEC, Legacy Engineering Group)

INTRODUCTION/BACKGROUND:

At the October 3, 2019 City Council meeting, resident Rich Nichols spoke during the Citizens to be Heard portion of the agenda with a request to consider modifying a couple of intersections in the City into four-way stop intersections. The two intersections are:

- Battle Intense at Hansel Dr./High Eschelon
- Keeneland Dr. at Battle Intense/Venturer Ln

City staff has met with our General Engineering Consultant, Legacy Engineering Group, and asked that they provide an analysis of these two intersections. The City has met with property owners at these intersections and coordinated effort to improve sight visibility by clearing and trimming vegetation.

The presentation by Legacy Engineering will provide their observations and bring some general concepts for discussion by Council.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

We should always consider elements that will make the flow of traffic safer to our residents and examine possible ways to improve our street intersections.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

The variables involved with multiple concepts makes it challenging to understand true costs. Fortunately, the City has programmed a Strategic Action Plan and these concepts can be appropriately scheduled and planned should Council grant authorization to move forward on any concept for the future.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

There are no recommendations or motion requested; however, staff is requesting general direction from Council if the conclusion of this analysis warrants further intersection improvement.



INTERSECTION ANALYSIS ASSIGNMENT

MICHAEL GARZA, PE, PTOE - LEGACY ENGINEERING GROUP

GENERAL ENGINEERING CONSULTANT

FEBRUARY 6, 2020



Reason for Assignment
Citizen Concern



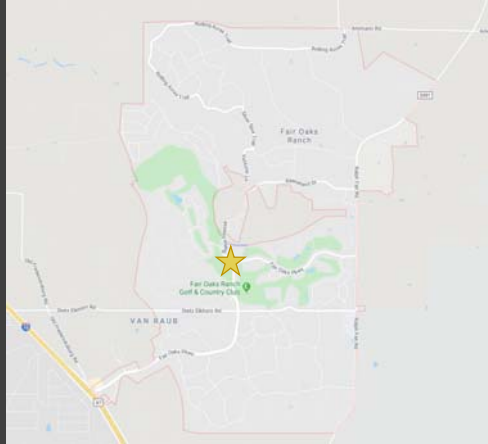
October 3rd City Council Meeting Citizen To Be Heard – Rich Nichols

- Please add one stop sign on Battle Intense at the intersection of Hansel Dr / High Eschelon to create a four-way stop condition
- Please add two stop signs on Keeneland Dr at the intersection of Battle Intense / Venturer Ln to create a four-way stop condition
- Please trim the trees and foliage which make it difficult to see oncoming vehicles





**Intersection #1:
Battle Intense &
Hansel / High Eschelon**





Multi-Way Stop Warrant Analysis / Procedure

TMUTCD (2B.07) - Multi-Way Stop Control:

- Can be used as a safety measure at intersections if certain traffic conditions exist.
- Should be used where traffic volumes on the intersecting roads is approximately equal.
- Shall be based on a traffic engineering study for justification.



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Multi-Way Stop Warrant Analysis / Procedure

TMUTCD Section 2B.07 - Warrant Criteria

- A. Where traffic control signals are justified as an interim measure.
- B. Where five or more reported crashes in a 12-month period are susceptible to correction by a multi-way stop installation.
- C. Where minimum traffic volumes are met as follows:
 1. Major street approaches average at least 300 vehicles per hour for any 8 hours of an average day; and
 2. Minor street approaches (total of both approaches) average at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values.



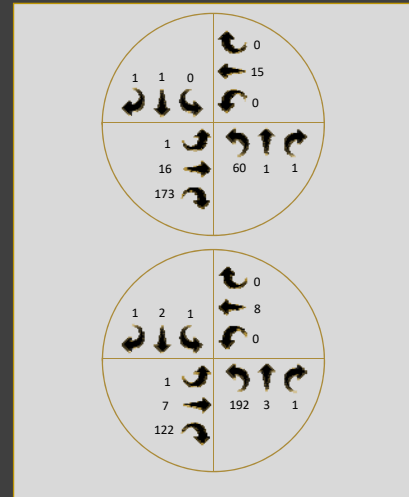
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Intersection #1 Multi-Way Warrant Analysis Results

Results Of Warrant Analysis

- A. Does Not Meet Warrant A
 - Traffic signal not warranted so cannot be an interim measure
- B. Does Not Meet Warrant B
 - Only 1 reported crash at intersection
- C. Does Not Meet Warrant C
 - Traffic volumes are very low
- D. Does Not Meet Warrant D
 - Full reduction factors were considered



Multi-Way Stop Traffic Engineering Study

TMUTCD Section 2B.07

Other Criteria Considered in a Traffic Engineering Study

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflict near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic also stops; and
- D. An intersection of two residential neighborhood collector (through) streets of familiar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.





Intersection #1: Battle Intense & Hansel / High Eschelon

Special Considerations:

- ✓ Non-Aligned Streets
- ✓ Sight Distance Limitations (City has trimmed back vegetation)
- ✓ 3-Way Stop Condition
- ✓ Driver Expectation
- ✓ Pedestrian Movements
- ✓ Grades of Approaches

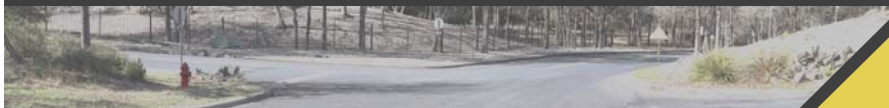


Intersection #1: Battle Intense & Hansel / High Eschelon

Level of Service Analysis:

- ✓ All Approaches Operate at LOS A or B in Peak Periods

Battle Intense & Hansel Drive/ High Eschelon	Intersection Analysis									
	Northbound Hansel Drive		Southbound High Eschelon		Eastbound Battle Intense		Westbound Battle Intense		Intersection Average	
	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS
AM Peak Period										
Existing Conditions	7.9	A	7.1	A	7.5	A	7.3	A	7.6	A
Proposed Improvements	9.6	A	9.3	A	0.0	A	0.0	A	2.4	A
PM Peak Period										
Existing Conditions	9.0	A	7.5	A	7.6	A	7.6	A	8.4	A
Proposed Improvements	10.3	B	9.9	A	0.1	A	0.0	A	6.0	A





Intersection #1 Traffic Engineering Study Results

Traffic Engineering Study Results

Option A - Left-turn conflicts are minimal with limited traffic volume;

➤ **Does Not Warrant**

Option B - Pedestrians were seen in the field, albeit at a low volume;

➤ **Does Not Warrant**

Option C - Sight distance issues exist for multiple approaches;

✓ **Recent City Trimming Helps / Need to Monitor**

Option D - The two streets are similar in operating characteristics;

➤ **Does Not Warrant**



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Traffic Engineering Short & Mid-Term

Proposed Short and Mid-Term Mitigation Measures

❖ Short-Term:

- Enhance Existing Pavement Markings
- Continue to Trim Existing Vegetation

❖ Mid-Term:

- Perform Another Multi-Way Stop Study in Spring (More Peds)



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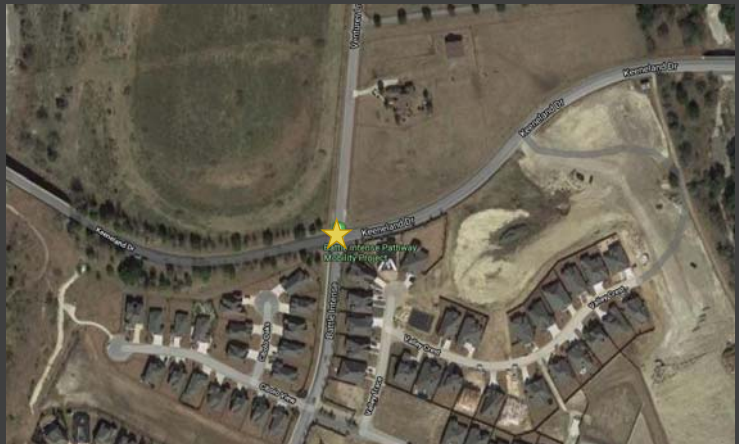
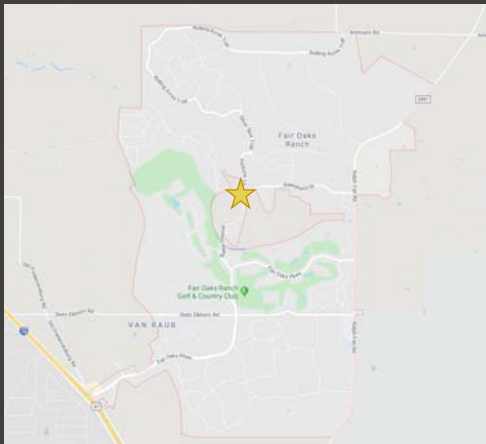
Traffic Engineering Concepts Intersection #1



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Intersection #2: Battle Intense & Keeneland / Venturer



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**Intersection #2 Multi-Way
Warrant Analysis Results**

Results Of Warrant Analysis

- A. Does Not Meet Warrant A
 - Traffic signal not warranted so cannot be an interim measure
- B. Does Not Meet Warrant B
 - Only 1 reported crash at intersection
- C. Does Not Meet Warrant C
 - Traffic volumes are very low
- D. Does Not Meet Warrant D
 - Full reduction factors were considered

Movement	Volume
Northbound Left	2
Northbound Through	23
Northbound Right	2
Southbound Left	0
Southbound Through	75
Southbound Right	45
Eastbound Left	0
Eastbound Through	16
Eastbound Right	17
Westbound Left	33
Westbound Through	29
Westbound Right	46

Movement	Volume
Eastbound Left	5
Eastbound Through	25
Eastbound Right	6
Westbound Left	0
Westbound Through	39
Westbound Right	31
Northbound Left	1
Northbound Through	56
Northbound Right	54
Southbound Left	65
Southbound Through	26
Southbound Right	31



Intersection #2: Battle Intense & Keeneland / Venturer

Initial Considerations:

- ✓ Wider Street (Keeneland)
- ✓ Higher-Speeds (Keeneland)
- ✓ Sight Distance Limitations
- ✓ Pedestrian Movements (Including School Bus Drop-Off at Intersection)
- ✓ Unchannelized Left Turns



Intersection #2: Battle Intense & Keeneland / Venturer

Level of Service Analysis:

- ✓ All Approaches Operate at LOS A or B in Peak Periods

Battle Intense/ Venturer Lane & Keeneland Drive	Intersection Analysis									
	Northbound Battle Intense		Southbound Venturer Lane		Eastbound Keeneland Drive		Westbound Keeneland Drive		Intersection Average	
	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS
AM Peak Period										
Existing Conditions	9.9	A	10.6	B	0.0	A	3.6	A	4.5	A
Proposed Improvements	9.9	A	10.6	B	0.0	A	3.5	A	4.4	A
PM Peak Period										
Existing Conditions	11.2	B	10.9	B	0.0	A	3.8	A	6.4	A
Proposed Improvements	11.2	B	10.9	B	0.0	A	3.6	A	6.4	A





Intersection #2 Traffic Engineering Study Results

Traffic Engineering Study Results

Option A - Left-turn conflicts are minimal with limited traffic volume;

➤ **Does Not Warrant**

Option B - Pedestrians were seen in the field, including bus drop off;

✓ **Deemed Appropriate to Research Further**

Option C - Sight distance issues exist for multiple approaches;

✓ **Deemed Appropriate to Research Further**

Option D - The two streets are similar in operating characteristics;

✓ **Deemed Appropriate to Research Further**



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Traffic Engineering Short & Mid-Term

Proposed Short and Mid-Term Mitigation Measures

❖ Short-Term:

- Enhance Existing Pavement Markings
- Add "Intersection-Ahead" or "Pedestrian Crossing" Signage
- Install Travel Speed Feedback Devices

❖ Mid-Term:

- Perform Another Multi-Way Stop Study in Spring (More Peds)



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Traffic Engineering Concepts Intersection #2



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Next Steps

**Request to City Council:
Please Provide General Direction of Next Steps by
General Engineering Consultant**



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QUESTIONS?

MICHAEL GARZA, PE, PTOE - LEGACY ENGINEERING GROUP
GENERAL ENGINEERING CONSULTANT





CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

February 6, 2020

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

DATE: February 6, 2020

DEPARTMENT: IT

PRESENTED BY: Brian LeJeune, IT Manager

INTRODUCTION/BACKGROUND:

CyberDefenses, Inc. has been selected to conduct a Local Government Security Assessment (LGSA) which is a comprehensive assessment of the City's vulnerability to digital/cyber attacks. The process will review the current status of Information Technology systems as well as reviewing City governance, operational and communication activities to evaluate whether an attacker would be able to disrupt or damage the City's ability to serve its' citizens. The deliverables of this assessment include a Scorecard to help IT and City leadership understand the current Security Readiness level of our City as well as a detailed set of issues and recommendations for continued improvement.

Conducting this assessment will help the City of Fair Oaks Ranch strengthen our resolve to protect against attacks present in the world today.

In order to protect against cyber attacks, a vulnerability assessment and penetration test will be done to identify areas to further secure our overall system. Identifying these areas is crucial to the security of cities such as Fair Oaks Ranch and will help in strategically planning an IT Master Plan for the City. To address this risk, Council programmed funding in the FY19-20 budget for a consultant to perform a vulnerability assessment and penetration test.

The assessment will be a comprehensive study that identifies and scans areas such as physical security, infrastructure monitoring, malware, darkweb, social media, City website vulnerability and external network vulnerability. Additionally, an experienced penetration test engineer will perform a manual network penetration test, which tests the areas identified in the vulnerability assessment.

Two representatives will be on-site for two (2) days to meet with City leadership, IT leadership, and additional employees to conduct interviews to assess current policies and procedures. The consultant will also perform work remotely assessing the City network.

The entire scope of services will take approximately eight (8) weeks to complete.

Proposals were received from different vendors, and the proposal from CyberDefenses, Inc. was selected as providing the best value to the City.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Will achieve Strategic Objective 5.4.2 under Operational Excellence to conduct an IT risk analysis and vulnerability assessment.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Under the Operational Excellence Pillar of the Strategic Action Plan, Council authorized \$50,000 in the current year's budget to conduct an IT risk analysis and vulnerability assessment. The proposed contract is for \$32,229.00, which is under budget by \$17,771.00.

LEGAL ANALYSIS:

There were no changes to the City's standard professional services agreement, which has already been approved by the City Attorney.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a Professional Services Agreement with CyberDefenses, Inc. for an IT risk analysis and vulnerability assessment.

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 CyberDefenses, Inc. (“Professional”).

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

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

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

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

Section 5. Time of Completion.

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

calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

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

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

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

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

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

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

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

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

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

Section 7. Miscellaneous Provisions.

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

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

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The

plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

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

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

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

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such

performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

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

Section 8. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

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

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

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

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and

custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

By: _____
Name: Tobin Maples
Title: City Manager

PROFESSIONAL:

By: _____
Name: Damon Fleury
Title: Chief Technical Officer

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL

CyberDefenses, Inc.
Attn: Kevin Coffey
1 Chisholm Trail, Suite 327
Round Rock, TX 78681

EXHIBIT A
SCOPE OF SERVICES

Scope of Work for Security Assessments for City of Fair Oaks Ranch, TX

January 26, 2020

SOW ID: CDI-ELD-20200126



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1 Declaration

This Scope of Work (SOW) documents the services intended for security assessments for the City of Fair Oaks Ranch, Texas.

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2 Security Services

CyberDefenses will provide a Local Government Security Assessment (LGSA) and Network Penetration Testing as described in the table below at the following pricing levels.

Offering	List Price	Discount
Local Government Security Assessment (LGSA) • 2-3 Day Onsite Visit • Assessment areas include: • Staff Interviews • Policy and Process • Physical Security • Infrastructure Monitoring • Malware and Vulnerability Scans • Darkweb / Intelligence Scans • Social Engineering (Phishing) • Website Vulnerability Scans • External Network Vulnerability Scans • Government Functions Include • Governance • IT Support • Courts & Code Enforcement • Law Enforcement • Emergency Services • Citizen Engagement • Health & Human Services • Utilities & Citizen Services • Vendors & Suppliers • Assessment against NIST Cybersecurity Framework (CSF) • Prioritized Issues with Recommendations provided • Deliverable: Local Government Security Scorecard and Detailed Report	\$19,910	\$17,919

Target Timeframe: 4 weeks from point of onsite visit		
Network Penetration Test - Remotely Access Network Penetration Test - Assessment areas include: - Vulnerability Scans of up to 12 External IP Addresses - Manual Testing by experienced Penetration Test Engineer - Prioritized Issues with Recommendations provided - Deliverable: Detailed IT Security Report - Target Timeframe: 3 weeks of testing, with report available 2 weeks later	\$15,900	\$14,310
Total	\$35,810	\$32,229

Timing and Invoices

1. This SOW begins on the date it is signed by both parties and runs for until services are completed and accepted.
2. Within two weeks of the start of this SOW, a CyberDefenses Program Manager will contact an identified point-of-contact for the Client and schedule the timeframe for the provided assessments including the kick-off meeting, onsite visit and review of the deliverables.
3. Once defined Deliverables have been presented to the Client, the Client will accept the results, as described in the SOW Acceptance process, which typically takes 1 week, but may extend to 2 weeks.
4. Once a deliverable has been accepted, Client shall be invoiced for the specified value (as detailed in the table above). Payment terms are defined in the executed City of Fair Oaks Ranch Professional Services Agreement.

Out of Scope Items

The following items are out of scope for the current project:

1. Services to remediate any discovered issues.
2. Thorough investigation or security concerns and/or incident response

Additional work may also be accomplished through additional statements of work and/or a project change request.

Client Responsibilities

Client shall be responsible for providing the following items required for successful completion of this activity and subsequent project activities:

1. Access to client facilities sufficient to all necessary infrastructure.
2. Access to key team members, as required for the assessment.
3. The client will provide the necessary access to the client infrastructure.

Confidentiality

This SOW and all related work is subject to, and shall fully incorporate the provisions of, any separate Nondisclosure Agreement entered into between CyberDefenses and Client, whether executed prior to or after the Effective Date (the “**NDA**”). The provisions of the NDA shall govern CyberDefenses’ treatment of all of Client’s confidential and/or proprietary information, and in the event of any conflict between the provisions of this Agreement and the NDA, the NDA shall govern. If no separate NDA is entered into between CyberDefenses and Client, CyberDefenses and Client will both make reasonable efforts to prevent the disclosure of the other party’s confidential and/or proprietary information.

The deliverables of Assessments are considered confidential to the Client. The assessment deliverables will not be considered as accessible via FOIA requests because these documents specifically include information regarding security vulnerabilities.

Assessment Data Retention

Once an Assessment has concluded, CyberDefenses will keep any associated artifacts for a period of three months, to allow for follow-up questions to be addressed, as needed. After three (3) calendar months, CyberDefenses shall return or destroy all artifacts related to the assessment process described within this SOW. The resulting Assessment results shall be stored securely by CyberDefenses for a period of one (1) year, after which all copies shall be destroyed, unless CyberDefenses is engaged to participate in a follow-up security activities.

Acceptance

Once the Client has received the assessment deliverables, the Client will have five business days to request clarification and/or updates. Where needed, updates or clarifications will be provided within five business days or as quickly as possible. Once updates or clarifications are provided, then deliverables are considered accepted and the review process has been completed. If no request for clarification and/or updates is made within the five days, the deliverables are considered accepted.

High Priority Discoveries

If, in the course of the security assessment, a critical cybersecurity incident is suspected, the Assessor and/or Engineer will immediately perform an initial review of the suspected incident and provide all relevant information and recommended next steps to Client authorities immediately, so that action can be taken to help contain the discovered threat.

If an active cybersecurity incident is identified, the CyberDefenses will notify the Client Point-Of-Contact as soon as possible.

Network and System Testing

Through the acceptance of this SOW, the Client is acknowledging that the Client has been informed that CyberDefenses staff will perform testing using tactics that would be similar to an attacker.

CyberDefenses will use all reasonable efforts to avoid impacting the availability and capability of the Client's resources. That said, the Client acknowledges that it is not possible to guarantee that the testing will not impact the systems under test and agrees to hold CyberDefenses harmless for any ill effects that may occur, due to said testing.

EXHIBIT B
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2020

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

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

PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, 100 Austin TX 78759		CONTACT NAME: Eva Felipe PHONE (A/C, No, Ext): 512-452-8877 FAX (A/C, No): 512-452-0999 E-MAIL ADDRESS: efelipe@watkinsinsurancegroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Insurance Company	
		INSURER B: National Fire Insurance Company of Hartford	
		INSURER C: The Continental Insurance Company	
		INSURER D: Continental Casualty Company	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1128458890

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			6050606406	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6050606390	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6050606437	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6050606423	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Technology Errors and Omissions			6050606406	1/1/2020	1/1/2021	Limit: \$5,000,000 Deductible: \$25,000

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

CERTIFICATE HOLDER

City of Fair Oaks Ranch 7286 Dietz Elkhorn Fair Oaks Ranch TX 78015	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY COUNCIL CONSIDERATION ITEM

City of Fair Oaks Ranch, Texas

February 6, 2020

AGENDA TOPIC: Consideration and possible action approving the first reading of an Ordinance granting a transmission and distribution electric utility franchise to Pedernales Electric Cooperative

DATE: February 6, 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

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:

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 6, 2020

AGENDA TOPIC: Presentation of Quarterly Financial and Investment Report- Q4 2019
DATE: February 6, 2020
DEPARTMENT: Finance
PRESENTED BY: Sarah Buckelew, Finance Director

INTRODUCTION/BACKGROUND:

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

The attached presentation is being made to comply with the Q4 2019 reporting requirements.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

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

LONGTERM FINANCIAL & BUDGETARY IMPACT:

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

LEGAL ANALYSIS:

Not applicable at this time.

RECOMMENDATION/PROPOSED MOTION:

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



December 2019

QUARTERLY FINANCIAL REPORT



About This Quarterly Financial Report

This report has been prepared by the City of Fair Oaks Ranch Finance Department. The Quarterly Financial Report is intended to provide our users (internal and external) with information regarding the City's financial position. This report includes information for the quarter ending December 31, 2019.

This report is presented in two sections.

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

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



Sarah Buckelew
Director of Finance

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

Section **1**

City of Fair Oaks Ranch
Quarterly Financial Report
December 2019

Executive Dashboards



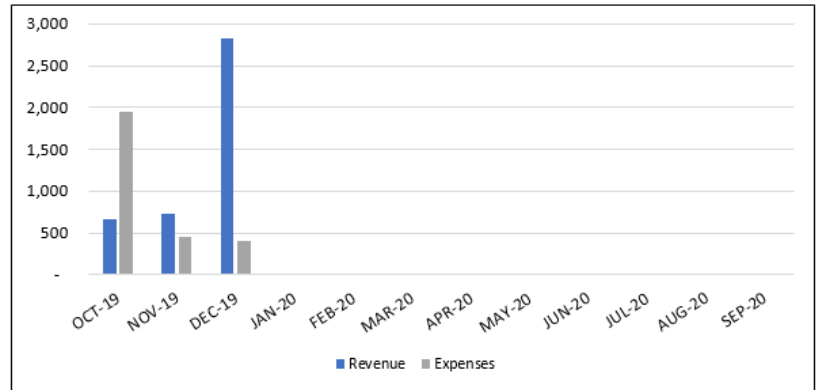
City of Fair Oaks Ranch, Texas

General Operations Executive Dashboard

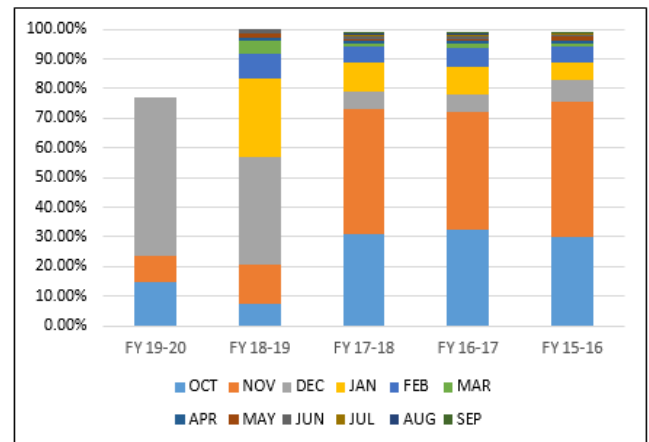
	FY 18-19 Annual Budget	FY 18-19 Annual Projection	FY 18-19 % Variance
Beginning Fund Balance as of 9/30/2018	3,495,382	3,495,382	0.0%
Revenues:			
Taxes	6,277,653	6,333,157	0.9% (a)
Franchise Fees	529,700	529,700	0.0%
Interest	115,000	115,000	0.0%
Permits	252,500	309,500	22.6% (b)
Animal Control	3,400	3,400	0.0%
Fines & Forfeitures	127,570	127,570	0.0%
Fees & Services	243,847	269,344	10.5% (c)
Miscellaneous Income	15,100	15,100	0.0%
Total Revenues	7,564,770	7,702,772	1.8%
Transfers in	154,000	210,000	36.4% (d)
Total Revenues	7,718,770	7,912,772	2.5%
Expenditures:			
Personnel	4,536,909	4,504,134	-0.7% (e)
Maintenance & Ops	653,858	659,858	0.9% (f)
Professional Services	994,002	994,002	0.0%
Shared Services	327,617	315,238	-3.8% (g)
Capital Outlay	206,500	296,245	43.5% (d)
Transfers	1,430,017	1,430,017	0.0%
Total Expenditures	8,148,903	8,199,493	0.6%
Transfer To/(From) Fund Balance	(430,133)	(286,721)	-33.3%
Ending Fund Balance	3,065,249	3,208,661	4.7%

- (a) Projection updated for final Tax Levy versus the Certified Tax Roll used for budget.
 (b) Projection updated for increased number of irrigation, pool, and remodeling permits.
 (c) Projection updated for Plan Review fee of \$24k for storage unit.
 (d) Projection updated for 1 PD vehicle not being purchased, but purchasing PS Bldg.. generator \$110k budgeted in prior year.
 (e) Projection updated for annual Workers Compensation premium paid.
 (f) Projection includes increase in Public safety fuel usage based on prior year and current year-to-date actuals.
 (g) Projection updated for Liability Insurance premium paid.

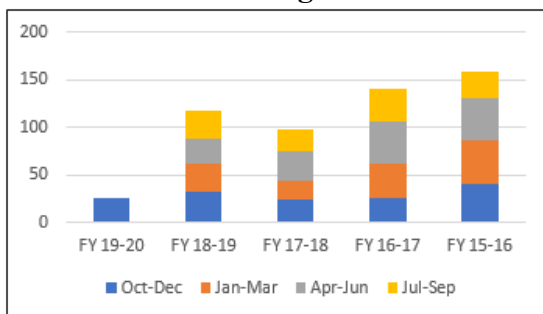
Revenue & Expenses (in thousands)



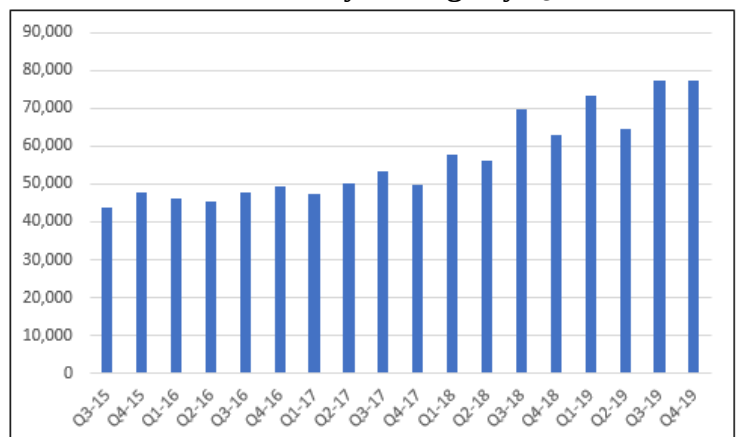
Historical % of Property Tax Collected by Month



New Residential Bldg Permits Issued

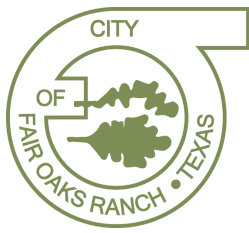


Sales Tax Monthly Average by Quarter



Key Trends

- Expenses were high in Oct-19 due to annual Fund Transfers to SAP and Equipment Replacement Funds posting.
- December revenues spiked from receipt of Property Taxes. Property Taxes collected to date are 77% of total tax levy as compared to 55% at the same time last year.



City of Fair Oaks Ranch, Texas

Strategic Action Plan (SAP) Dashboard

SAP Fund Balance						
Project Allocations and Fund Balance						
	Fund Balance					Fund Balance
	Actual	Transfer from	Budgeted	Projected	Actual YTD	Projected
	2018-19	Gen Fund	Spend	Spend	Spend	9/30/2020
						Comments
Financial Integrity						
Stormwater Funding	120,000	-	120,000	120,000	-	- Consultant hired.
Revenue Projections		10,000	10,000	10,000	-	- Targeting April for kick-off this project.
Internal Controls Framework	35,000	20,000	20,000	55,000	-	- Project fieldwork complete; awaiting deliverables.
Debt Review & Policy Implementation		15,000	15,000	15,000	-	- Targeting April for kick-off this project.
Grants & Utilities Reporting		10,000	10,000	10,000	-	- Targeting April for kick-off this project.
Financial Mgmt Policy Review		15,000	15,000	15,000	-	- Targeting April for kick-off this project.
Stormwater Utility Cost Center		50,000	50,000	50,000	-	- Consultant hired.
Responsible Growth Management						
Comprehensive Plan & UDC		50,000	50,000	50,000	-	-
FM 3351 Owners Rep & Project Mgr		75,000	75,000	75,000	-	- Project will be managed by General Engineering Consultant.
Drainage Project & Funding		50,000	50,000	50,000	-	- Project will be managed by General Engineering Consultant.
Stormwater Sewer System		5,000	5,000	5,000	-	-
Reliable & Sustainable Infrastructure						
Long-term Road Cond Analysis		80,000	80,000	80,000	-	-
City Hall Building Renovation		600,000	600,000	600,000	-	- Updates on this project are scheduled for Feb. 20th Council Agenda.
City Campus Outbuilding Reno	461,729	-	450,000	461,729	-	- Updates on this project are scheduled for Feb. 20th Council Agenda.
Public Health, Safety & Welfare						
PS Command Structure Review		25,000	25,000	25,000	-	-
Fire Services Program Review		25,000	25,000	25,000	-	-
EMS Program Review		25,000	25,000	25,000	-	-
Operational Excellence						
Compensation & Benefit Plan Study		50,000	50,000	50,000	-	- RFQ has been finalized, pending consultant selection.
Employee Handbook		5,000	5,000	5,000	-	-
HR Technology Upgrade		32,000	32,000	32,000	-	-
Development Training Program		5,000	5,000	5,000	-	-
Communications & Mktg Strategy		5,000	5,000	5,000	-	-
Records Management		12,000	12,000	12,000	-	- Project on hold until server upgrades are complete.
IT Risk Analysis		50,000	50,000	50,000	-	- Contract pending signature to begin project.
Infrastructure (Roads)	111,409	-	-	111,409	111,405	- Roadwork completed this year.
Personal Property	22,600	-	-	22,600	-	- New FTE furniture to be purchased.
Unallocated Fund Balance	359,490	(14,475)	-	-	-	345,015
Total Fund Balance	1,110,228	1,199,525	1,784,000	1,964,738	111,405	345,015



City of Fair Oaks Ranch, Texas

Utility Operations Dashboard

Water Utility			
	FY 18-19 Annual Budget	FY 18-19 Annual Projection	FY 18-19 % Variance
Water Revenues	3,971,147	3,981,447	0.3% (a)
Water Operating Expenses			
Personnel	783,911	783,722	0.0%
Maintenance & Ops	1,760,076	1,754,312	-0.3%
Services	66,138	126,138	90.7% (b)
Total Ops Expense	2,610,126	2,664,172	2.1%
Operating Income	1,361,021	1,317,274	-3.2%
Capital Outlay	1,181,028	1,200,117	1.6% (c)
Lease Interest Costs	75,522	75,522	0.0%
Transfers & Non-Cash Adjus	(525,580)	(544,669)	3.6% (c)
Net Income/(Loss)	630,051	586,304	-6.9%

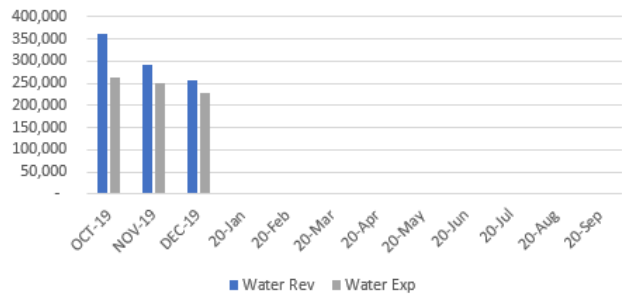
Wastewater Utility			
	FY 18-19 Annual Budget	FY 18-19 Annual Projection	FY 18-19 % Variance
Wastewater Revenues	1,075,001	1,074,441	-0.1%
Wastewater Operating Expenses			
Personnel	644,490	641,329	-0.5%
Maintenance & Ops	709,223	703,058	-0.9%
Services	1,320	1,320	0.0%
Total Ops Expense	1,355,033	1,345,706	-0.7%
Operating Income	(280,032)	(271,266)	-3.1%
Capital Outlay	298,978	323,925	8.3% (c)
Lease Interest Costs	14,385	14,385	0.0%
Transfers & Non-Cash Adjus	216,334	191,387	-11.5% (c)
Net Income/(Loss)	(809,729)	(800,963)	-1.1%

- (a) Increased projection for Non Potable revenue based on year to date and prior actuals.
 (b) Increased projection for Professional Services due to water rights legal fees.
 (c) Updated projection for Capital Outlay and Asset Transfer to Balance Sheet for pumps purchased.

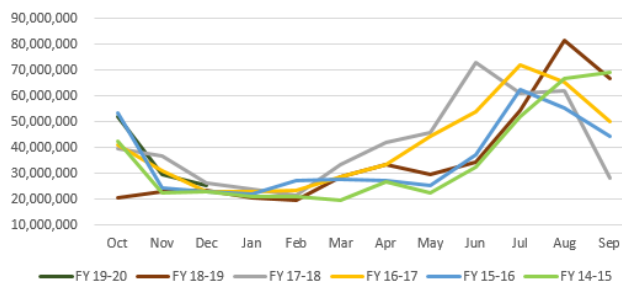
Key Trends

- Wastewater expenses were high in Oct-19 due to annual funding of Equipment Replacement Fund.
- Projection for Water and Wastewater Personnel has been updated for annual Workmans' Compensation premium paid.
- Projection for Water Professional Services increased for water rights legal fees.

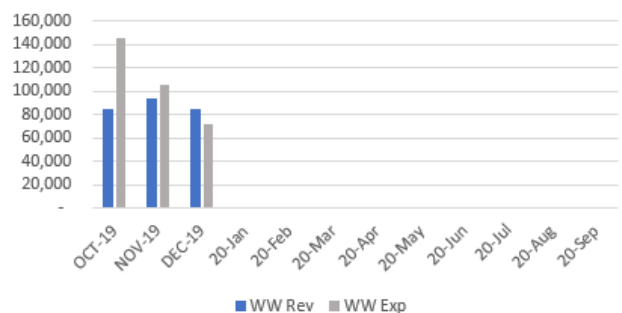
Water Utility Revenue and Expenses



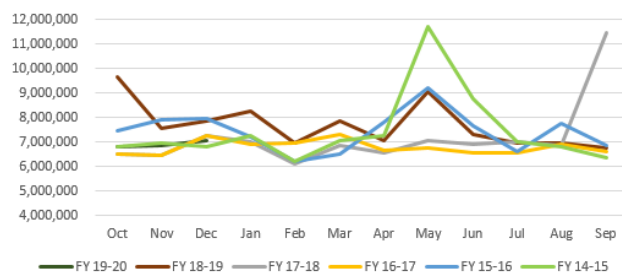
Water Billed Consumption (gallons)



Wastewater Utility Revenue and Expenses



Wastewater Treated (gallons)



Section 2

City of Fair Oaks Ranch
Quarterly Financial Report
December 2019

INVESTMENT REPORT



City of Fair Oaks Ranch

Investment Report Q4 2019

Investment Inventory 10/01/2019 - 12/31/2019

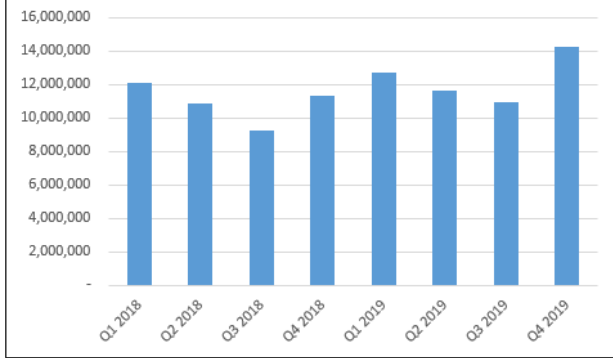
Governmental Fund Investments

Security	Yield	Beg Bal	Transfers In/Out	Interest Earnings	Ending Bal	Ending Market	Weighted Avg Maturity	Maturity Date	Notes
Pool (Texpool 004) General	1.740%	9,210,066	3,612,960	43,699	12,866,725	12,866,725	35 days	-	
Pool (Texpool 006) 2015 CIP Bonds	1.740%	369,003	(369,843)	840	0	0	35 days	-	All bond proceeds have been spent and project is complete.
Pool (Texpool 007) Debt Service	1.740%	10,940	-	48	10,988	10,988	35 days	-	
TOTAL		9,590,009	3,243,117	44,586	12,877,713	12,877,713			

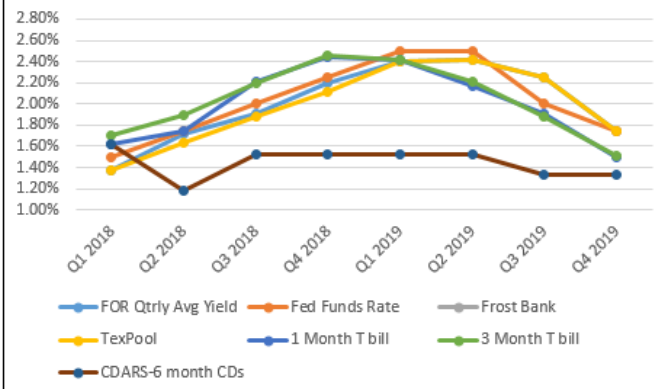
Utility Fund Investments

Security	Yield	Beg Bal	Transfers In/Out	Interest Earnings	Ending Bal	Ending Market	Weighted Avg Maturity	Maturity Date	Notes
Pool (Texpool 001) Utility	1.740%	1,116,956	-	4,900	1,121,855	1,121,855	35 days	-	
Pool (Texpool 002) Water Cap	1.740%	177,724	-	780	178,504	178,504	35 days	-	
Pool (Texpool 003) Sewer Cap	1.740%	83,525	-	366	83,892	83,892	35 days	-	
Pool (Texpool 005) 1997 CO	1.740%	7,914	-	35	7,949	7,949	35 days	-	
TOTAL		1,386,119	-	6,080	1,392,199	1,392,199			

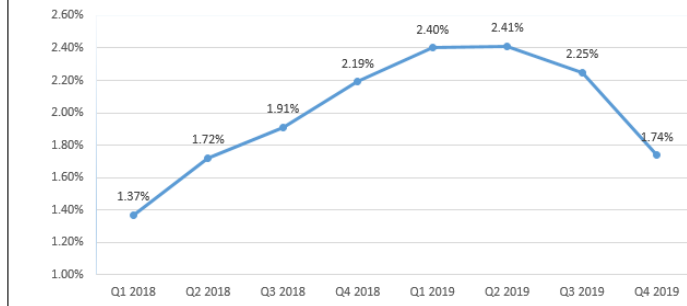
Investment Balance



Comparative Yields



FOR Qtrly Avg Yield



Key Trends

- ▶ In Oct-19 the Federal Reserve dropped the interest rate to 1.75% from 2%.
- ▶ This report is in compliance with the City's Investment Policy Section 9 and 11 and Texas Government Code Section 2256.023.
- ▶ Transfers in and out of accounts represents vendor payments made, or funding of City operations by transferring funds into the City Operating Cash Account. Transfers into TexPool represent deposits of property tax revenue.