

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

January 16, 2020 6:30 PM
City Hall Council Chambers
7286 Dietz Elkhorn, Fair Oaks Ranch

This amended agenda now includes Consideration Item IV D.

I. OPEN MEETING

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

II. CITIZENS and GUEST FORUM / PRESENTATIONS

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

- A. Citizens to be heard.
- B. Presentation of the Wildlife Education Committee (WEC) and Texas Parks and Wildlife's 2019 Deer Survey. Bruce Nicholson, WEC Chairman Pgs. 3-18
- C. Presentation of GFOA Excellence in Financial Reporting. Sarah Buckelew, Finance Director

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 January 2, 2020 Regular City Council Meeting Minutes. Pgs. 19-20

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. Ron Emmons, P.E., Public Works Director Pgs. 21-46
- B. Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement for City Planning Consultant Services. Tobin Maples, City Manager Pgs. 47-61
- C. Discussion regarding the draft request for proposal (RFP) for a Compensation & Benefit Study. Joanna Merrill, Director of Human Resources and Communications Pgs. 62-64
- 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.* *Christina Picioccio, City Secretary Pgs. A-D*

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

- A. Capital Improvements Advisory Committee Semi-Annual Report. John Merritt, CIAC President Pgs. 65-66

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.

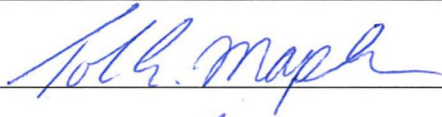
VII. RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

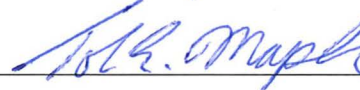
VIII. ADJOURNMENT

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

Signature of Agenda Approval: _____



Signature of Amended 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 January 13, 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).

FAIR OAKS RANCH

DEER SURVEY

SEPTEMBER 2019

by

Wildlife Education Committee

and

Texas Parks and Wildlife

EXECUTIVE SUMMARY

BACKGROUND and RATIONALE:

One of the unique aspects of living in Fair Oaks Ranch is the unique rural hill-country setting in which our residential community is located. With this comes the daily opportunity to interact with a great variety of wildlife with whom we share the “Ranch”. As a result, the city has always been interested in monitoring and managing these interactions in a fashion which is consistent with community wishes, and good wildlife practices. The most visible part of these wildlife interactions have been with the significant deer population in Fair Oaks, both the indigenous White Tail, and the imported Axis. As a result, the City has made efforts to track this for almost 20 years, starting with an initial volunteer survey in 2000, followed by a similar survey in 2010, a more detailed survey in 2014 and most recently by a survey coordinated with Texas Parks and Wildlife (TPW) that we report on here.

Each survey has been conducted in a unique manner, with three of the four being conducted by citizen volunteers, with various degrees of professional advice, and one being conducted as part of an MS thesis of a local student. Some have counted all deer, while others have focused only on the indigenous White Tails, while the current survey reports specific numbers for both species. Before presenting the specific results of the current survey, a summary of past findings is useful to provide context (**Table 1**). However, comparisons of the numbers from the different surveys should be made with caution given the different methodologies used to collect the data in each case.

TABLE 1: History of Deer Surveys in Fair Oaks Ranch 2000-2019

YEAR	METHOD	ACRES (FOR)	# Deer		deer/100 acres	
			WT	Total	WT	Total
2000	Spotlight ₁ - only WT	5000?	2800		56	(112)
2010	Spotlight ₂ - all deer	5000		5678	(57)	113
2014	Distance sampling ₃ - only WT	5130	1500		29	(58)
	Tag and resight ₄ - only WT		1485			
2019	Spotlight ₅ - WT and Axis	7861	1367	1729	17	22

(xxx) indicates estimates based on assumptions of 50/50 white tail / Axis mix

- 1 no data available on number of routes, distance or estimated area sampled
- 2 ~ 8 routes driven 1-3 times near dusk in April; 32 miles (est. 830 acres) covered, but estimate of acres covered seems 2-3 fold lower than used in 2019 when area was actually measured –WT/Axis ratio was estimated to be 50/50, but not measured
- 3 Distance sampling means distance to each deer sighting was measured (more accurate estimate of area covered) – only WT counted
- 4 Deer were tagged and then ratio of tagged and untagged observed after release
- 5 4 routes driven 3 times each near dusk in September; 26 miles (est. 1700 acres) covered (NOTE: Survey takes into account significant increase in city size)

2019 SURVEY

METHODOLOGY

The latest survey was conducted by the Wildlife Education Committee (WEC), as part of the charge by the city council at the time of their formation to track the impact of deer on our community. In order to address the problem in comparing results from different surveys, a carefully designed and validated “Spotlight” methodology was employed that can be repeated,

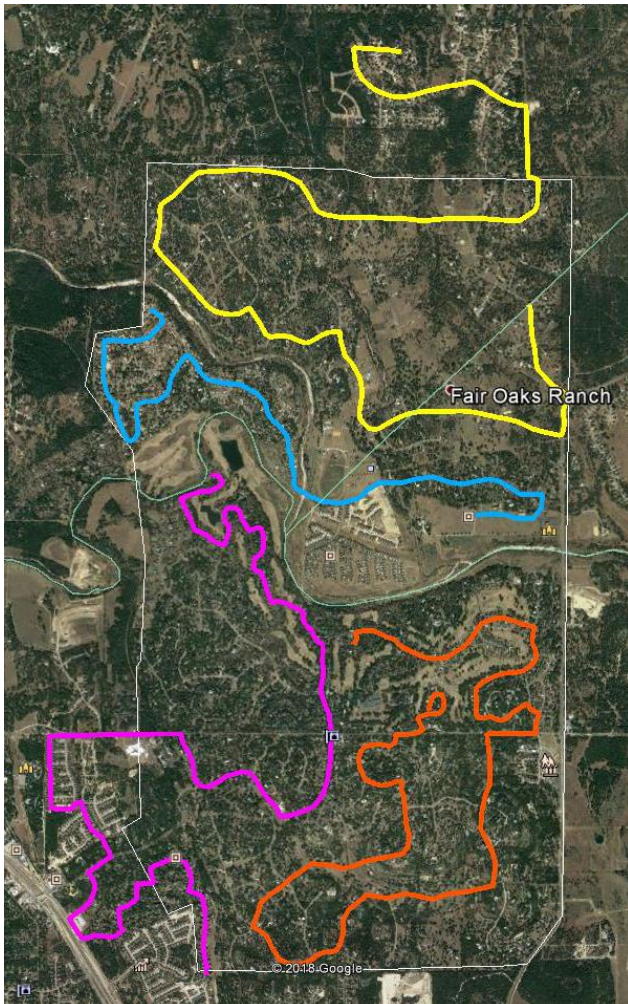


Figure 1: 4 driving routes used for the deer survey. The Yellow route was north of Cibolo Creek, the Blue route being focused on Deer Meadow Estates and Keenland drive, and the purple and orange routes covering west and eastern sides south of Cibolo Creek

population). In contrast to the WT deer, Axis seem to be more focused in the Northern part of the city, where Axis represented 38% of the deer population, as opposed to only 11% in the Central and Southern regions. The ratio of Axis to WT deer is much lower than the 50% that has been proposed previously, although these estimates had been based on subjective assessments. The overall density of deer in Fair Oaks Ranch is ~22 deer (17 WT deer) per 100 acres. While this is significantly higher than what is seen in undeveloped areas of Texas, it is much less than what has been found in prior surveys (see **Table 1**) and what has been reported in several other

potentially on an annual basis, to provide reliable tracking of deer population trends. The details are provided in **Appendix A**, but in brief, 4 driving lines were established to cover the North (yellow), Central, (blue), Southwest (purple) and Southeast (orange) of the city (**Fig. 1**). Sight lines were taken at intervals on each drive line to establish the approximate area covered by each route (totaling ~1700 acres of the total 7860 acres in Fair Oaks Ranch). Both White Tails (WT) and Axis deer were counted, as well as Bucks, Does and Fawns. Lines were driven by members of the WEC, with two reporters in each car. For this, we had the help of a great group of Eagle Scout and local high school volunteers. The survey was conducted at minimal cost to the community by a close coordination with Jessica Alderson from TPW, who helped design the survey routes and provided all data analysis at no cost.

RESULTS SUMMARY

Although the area of Fair Oaks Ranch has increased by ~50% since prior surveys, the number of WT deer seems to have slightly decreased since the last survey, with the caveat that survey techniques varied significantly. An average of 300 WT deer were counted on all 4 routes during each sampling. Correcting for the area sampled compared to the total area of Fair Oaks Ranch, 1367 WT were projected in Fair Oaks Ranch, with slightly higher density in the Central and Southern regions than in the North.

Many fewer Axis were reported, estimated to be only 356 in the city (or 20% of the total deer

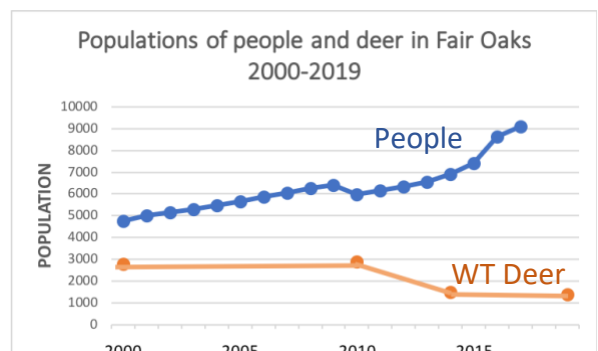


Figure 2: Plot of population of people in Fair Oaks Ranch (based on "Biggest Cities in US Statistics") versus white tailed deer population

urban communities. Thus, it seems likely that the deer population within Fair Oaks Ranch is, decreasing, if anything, perhaps in response to the increase in the population of the city (**Fig. 2**). The current net density of deer (22/100 acres) is at the mid-point of what has been reported for other suburban areas (14 - 36/100 acres), but above what has been suggested to be optimal in rural areas (8/100 acres)

The full summary of results is shown in **Table 2**. This also provided numbers on the distribution of the deer populations, with overall 18% bucks, 71% does and 11% fawns. The fraction of bucks and fawns was somewhat lower among the Axis Deer (10% and 5%, respectively). These numbers are likely to be influenced by the season, and also the ambiguity of distinguishing older fawns and young does.

TABLE 2: 2019 Fair Oaks Ranch Deer Survey (Total Acres 7,861)

	WT Bucks	WT Does	WT Fawns	Total WT		Axis Bucks	Axis Does	Axis Fawns	Total Axis	Unknown	Total Deer
Yellow Line 1											
9/22/2019	31	57	18	106		3	30	2	35		141
9/29/2019	15	36	7	58		3	26	1	30	3	91
10/6/2019	16	56	5	77		11	68	6	85	1	163
Total	62	149	30	241		17	124	9	150	4	395
Blue Line 2											
9/22/2019	5	40	12	57			3		3		60
9/29/2019	6	37	7	50		1	35	1	37		87
10/6/2019	4	32	7	43					0		43
Total	15	109	26	150		1	38	1	40	0	190
Purple Line 3											
9/22/2019	7	34	9	50			4		4		54
9/29/2019	12	56	13	81		1	8		9		90
10/6/2019	14	68	7	89					0		89
Total	33	158	29	220		1	12	0	13	0	233
Orange Line 4											
9/22/2019	15	60	11	86		3	7		10		96
9/29/2019	18	67	5	90		1	14	1	16		106
10/6/2019	15	88	2	105		1	2		3		108
Total	48	215	18	281		5	23	1	29	0	310

2019 Fair Oaks Ranch Deer Survey Summary

Survey Dates 9/22/19 9/29/19 10/6/19

Survey Line	Miles	Visibility	WT Deer	Axis Deer	UNK	Total
Yellow Line 1	7.5 miles	618 acres	241	150	4	395
Blue Line 2	4.2 miles	243 acres	150	40	0	190
Purple Line 3	7.1 miles	389 acres	220	13	0	233
Orange Line 4	7.2 miles	460 acres	281	29	0	310
Overall Total	26 miles	1,710 acres	892	232	4	1128

Number of Acres per Deer

Acres/WT	5.75
Acres/Axis	22.11
Acres/Deer	4.55

APPENDIX 1: Members of WEC, TPW representative, and survey teams

APPENDIX 2: Methodology of Survey

APPENDIX 3: Detailed Route Maps and Directions

APPENDIX 4: Worksheets for White Tail, Axis and Total Deer Population estimates

APPENDIX 1

Members of WEC

Bruce Nicholson (Chair)
Paul Mebane (coordinator of Survey)
Scott Russell (Secretary)
Teal Harris (signage)

Dedie Manitzas (school liaison)
MaryAnne Havard (Council representative)
Carole Vanzant (City Coordinator)
Garry Manitzas (Mayor - ex.officio)

TPW CONSULTANT

Jessica Alderson

SURVEY TEAMS

Students/Scouts:

Milaun Gonzalez
Drew Haines
Ethan Handley
Sebastian Jaylar
Leah Lira
Lauren Lira
Sara Lopez
Tristan Schantz-Flores
Perrin Shell
Simon Taylor
David Taylor

Adults:

Lance Lira
Donna Taylor
David Taylor

APPENDIX 2

Fair Oaks Ranch Urban Deer Survey 2019

Methods

Fair Oaks Ranch was divided into 4 sections. Survey lines were created in each section. (See maps)

Fair Oaks Ranch total acres: 7, 861

Survey Line	Miles	Visibility
Yellow Line 1	7.5 miles	618 acres
Blue Line 2	4.2 miles	243 acres
Purple Line 3	7.1 miles	389 acres
Orange Line 4	7.2 miles	460 acres

You will need:

- 1 Driver
- 2 Observers
- TPWD Deer Census Form
- Pencil
- Wildlife Survey Vehicle Sign
- Binoculars
- Survey Line Maps and Turn-By-Turn Directions

The spotlight survey is the most common census technique used throughout Texas to estimate deer population density, or the estimated total number of deer in an area. It is a sample census technique, not a total count. Acres of visibility are calculated along the census route that runs through different habitat types in an area. The acres of visibility are divided by the number of deer counted along the route to calculate an acres per deer estimate that is applied to the total area to estimate the total size of the deer population. **It is important to remember that this is only an ESTIMATE!** In the urban setting, there is no method for estimating deer population density. Therefore, in urban settings, modified spotlight survey methods are used. Instead of conducting a spotlight survey 1 hour after sunset, in urban areas surveys are conducted **1 ½ to 2 hours BEFORE sunset**; avoiding spotlights being shined at homes.

- Use the same survey lines as previously established. The acres of visibility and census data will be un-usable if the line is not replicated **EXACTLY** as originally established.
- Surveys should be conducted during August, September or early October.
- Survey each line a minimum of 3 times each year at more or less weekly intervals.
- Avoid conducting surveys during periods of significant weather changes (i.e. rain, high winds, cool fronts, etc.) or if disruptive activities occurred during the day prior to the survey (i.e. construction).
- **Surveys should be conducted 1 ½ - 2 hours BEFORE sunset. Surveys must be completed by sunset.**
- Drive the survey route at approximately 5 miles per hour.

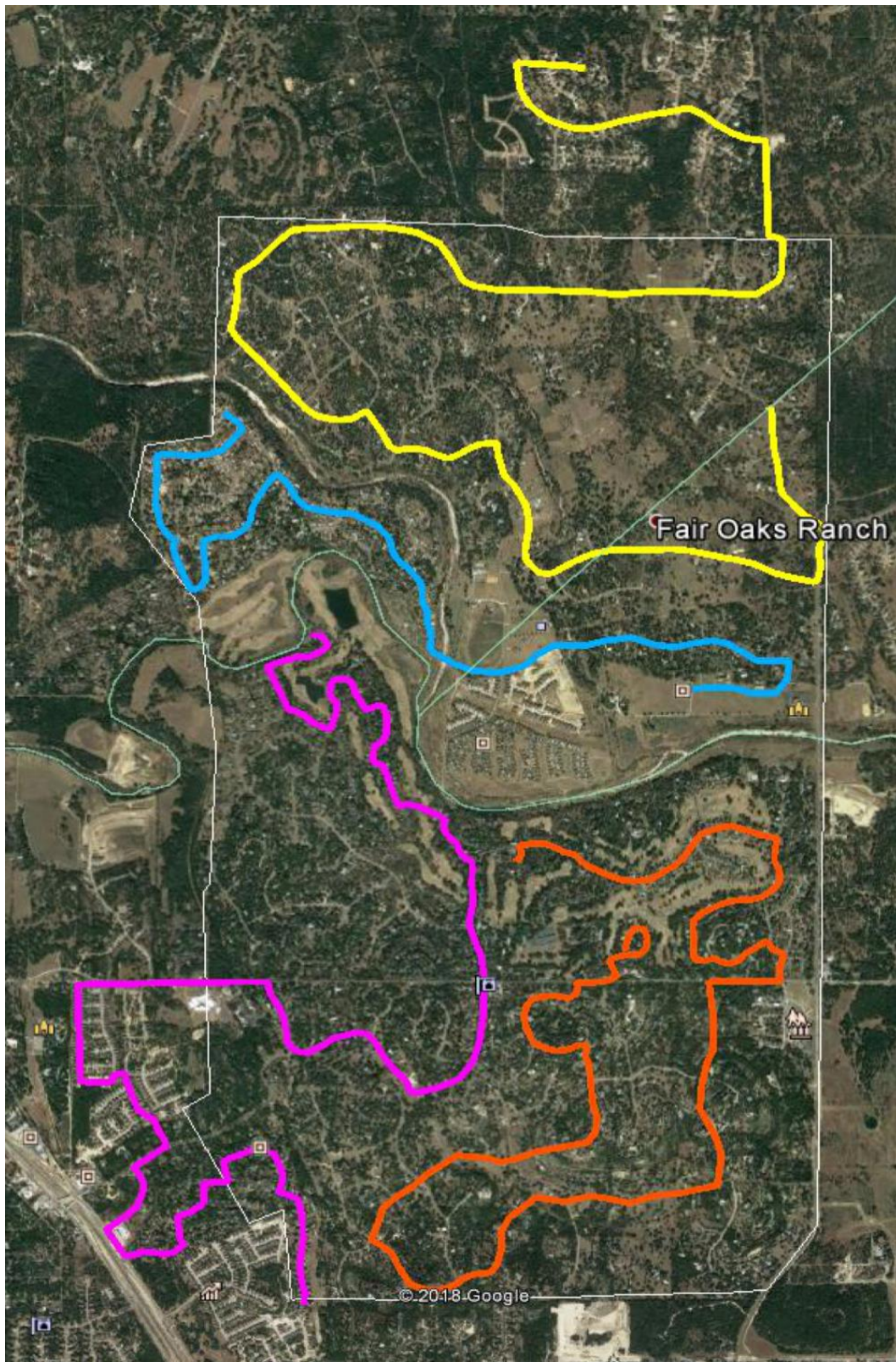
- The driver is responsible for driving the route **EXACTLY** as established and recording all the data. The two observers, sitting in the back seat of the vehicle, are responsible for spotting deer on their designated side of the vehicle, correctly identify the deer and calling out what they see so the driver can accurately record the data.
- **DO NOT** stop to search for deer. Whenever an observer spots a deer, the observer says stop. The driver should then stop the vehicle so proper identification can be made. Be sure to scan the area to make sure you are recording all deer in that particular area. The observer should call out the number of deer for each category they see. Once the data is recorded, then the driver may proceed on the route.
- Record **ALL** deer observed. Use binoculars to try to identify. Deer should be classified in one the following categories – antlered buck, adult doe, current year fawn or unknown. If positive identification cannot be made, please classify as unknown. Record both white-tailed deer and axis deer in appropriate columns on the data sheet.
- Record only those deer within 250 yards of the vehicle (250 yards on each side of the route, or 500 yards total width; this is the maximum distance used to estimate visible acres).
- Once all survey lines are completed, send data to Jessica Alderson with TPWD to analyze.

APPENDIX 3

Fair Oaks Ranch Urban Deer Survey 2019

Maps/Directions

Map of 4 Survey Routes



Fair Oaks Ranch Deer Survey

Directions

Yellow Line 3

START at Ranch Point cul-de-sac

Left on Ranch Pass

Right on Ammann Rd

Right on Rolling Acres Trail

Follow loop around on Rolling Acres Trail

Keep Right on Rolling Acres Trail ****DO NOT continue on Scarteen****

Right on Silver Spur Trail

Left on Ralph Fair Rd

Left on Meadow Creek Trail

END at the first major bend in the road at 31440 Meadow Creek Trail

Blue Line 2

START at Saratoga Ln cul-de-sac

Left on Keeneland Dr

Follow Keeneland Dr all the way through to Jodhpur Dr

Left on Jodhpur Dr

Left on Man O War Dr

Left on Jodhpur Dr

Left on Keeneland Dr

END in cul-de-sac

Purple Line 3

Enter through gate on Heritage Trail off Fair Oaks Pkwy

Turn Left on Monument Oak

START on Monument Oak at cul-de-sac (8303 Monument Oak)

Right on Turning Leaf

Turning Leaf turns into Autumn Harvest

Right on Monument Oak

Left on Heritage Trail

Right on Woodlawn Parkway

Right on I-10 Frontage Road

Right on Leslie Pfeiffer Dr.

Right on Fair Oaks Pkwy

Left on Front Gate

Left on Whisper Gate

Left on Fairs Gate

Right on Qual Gate
Right on Stevenson Gate
Right on Old Dietz Elkhorn Rd
Right on Dietz Elkhorn Rd

Right on Noble Lark Dr
Left on Fair Oaks Pkwy
Left on Hansel Dr
Left on Battle Intense

Left on Fairway Valley, just before Cibolo Creek Bridge
Right on Fairway Bluff Dr
Right on Fairway Green Dr
Keep Right on Fairview Pl
Right on Fairway Green Dr
Right on Fairway Vista Dr
Right on Fairway Run
Follow Fairway Run to the very end of the road
END on Fairway Run at cul-de-sac

Orange Line 4

START at Midnight Sun cul-de-sac
Right on Fair Oaks Parkway
Right on No Lehave Dr
Left on Proximity Dr
Right on Grand Coteau Dr
Right on Sumpter Dr
Right on Saddle Song
Right on Dietz Elkhorn Rd
Left on Preakness Ln
Right on Pimlico Ln
Left on Equestrian
Right on Triple Crown
Right on Rocking Horse Ln
Left on Sendero Ridge
Keep Straight, Sendero Ridge turns into Windermere Dr ****DO NOT Turn Left on Windermere Dr****
Right on Dietz Elkhorn Rd
Left on Summit Ridge Dr
Right on Duberry Ridge
Keep right and follow loop around
END at 29350 Duberry Ridge at the top of the loop.

APPENDIX 4

Fair Oaks Ranch

Urban Deer Survey 2019

Worksheets for Deer Population Estimates

DEER POPULATION SUMMARY

Ranch: Fair Oaks Ranch Survey Technique: Urban White-tailed Deer Survey
 County: Bexar, Comal, Kendall Year: 2019

Survey Route/Pasture	Date	Deer Observed					Acres Sampled	Acres Per Deer	Deer Per 1,000 Ac.
		Bucks	Does	Fawns	Undet	Total			
Yellow Line 1	9/22, 9/29, 10/6	62	149	30		241	1,854	7.69	130.0
Blue Line 2	9/22, 9/29, 10/6	15	109	26		150	729	4.86	205.8
Purple Line 3	9/22, 9/29, 10/6	33	158	29		220	1,167	5.30	188.7
Orange Line 4	9/22, 9/29, 10/6	48	215	18		281	1,380	4.91	203.7
Survey Totals		158	631	103		892	5,130	5.75	173.9
Incidental Observations									
Combined Totals		158	631	103		892			

Ranch Size (ac.): 7,861

Harvest Recommendation

Antlered Bucks:

Acres/Deer: 5.75

Does/Buck: 3.99

Fawns/Doe: 0.16

Composition -

Bucks: 17.7%

Does: 70.7%

Fawns: 11.5%

Antlerless Deer:

Deer/1,000Ac: 173.88

Adult/1,000Ac: 153.80

Acres/Adult: 6.50

Estimated Population -

Bucks: 242

Does: 967

Fawns: 158

Total: 1,367

Remarks:

11/6/2019

DEER POPULATION SUMMARY

Ranch: Fair Oaks Ranch Survey Technique: Urban Axis Deer Survey
 County: Bexar, Comal, Kendall Year: 2019

Survey Route/Pasture	Date	Deer Observed					Acres Sampled	Acres Per Deer	Deer Per 1,000 Ac.
		Bucks	Does	Fawns	Undet	Total			
Yellow Line 1	9/22, 9/29, 10/6	17	124	9		150	1,854	12.36	80.9
Blue Line 2	9/22, 9/29, 10/6	1	38	1		40	729	18.23	54.9
Purple Line 3	9/22, 9/29, 10/6	1	12			13	1,167	89.77	11.1
Orange Line 4	9/22, 9/29, 10/6	5	23	1		29	1,380	47.59	21.0
Survey Totals		24	197	11		232	5,130	22.11	45.2
Incidental Observations									
Combined Totals		24	197	11		232			

Ranch Size (ac.): 7,861

Harvest Recommendation

Acres/Deer: 22.11

Does/Buck: 8.21

Fawns/Doe: 0.06

Antlered Bucks:

Composition -

Bucks: 10.3%

Does: 84.9%

Fawns: 4.7%

Antlerless Deer:

Deer/1,000Ac: 45.22

Adult/1,000Ac: 43.08

Acres/Adult: 23.21

Estimated Population -

Bucks: 37

Does: 302

Fawns: 17

Total: 356

Remarks:

11/6/2019

DEER POPULATION SUMMARY

Ranch: Fair Oaks Ranch Survey Technique: Urban Total Deer Survey
 County: Bexar, Comal, Kendall Year: 2019

Survey Route/Pasture	Date	Deer Observed					Acres Sampled	Acres Per Deer	Deer Per 1,000 Ac.
		Bucks	Does	Fawns	Undet	Total			
Yellow Line 1	9/22, 9/29, 10/6	79	273	39	4	395	1,854	4.69	213.2
Blue Line 2	9/22, 9/29, 10/6	16	147	27		190	729	3.84	260.4
Purple Line 3	9/22, 9/29, 10/6	34	170	29		233	1,167	5.01	199.6
Orange Line 4	9/22, 9/29, 10/6	53	238	19		310	1,380	4.45	224.7
Survey Totals		182	828	114	4	1,128	5,130	4.55	219.8
Incidental Observations									
Combined Totals		182	828	114		1,124			

Ranch Size (ac.): 7,861

Harvest Recommendation

Antlered Bucks:

Acres/Deer: 4.55

Does/Buck: 4.55

Fawns/Doe: 0.14

Composition -

Bucks: 16.2%

Does: 73.7%

Fawns: 10.1%

Antlerless Deer:

Deer/1,000Ac: 219.88

Adult/1,000Ac: 197.58

Acres/Adult: 5.06

Estimated Population -

Bucks: 280

Does: 1,274

Fawns: 175

Total: 1,729

Remarks:

11/6/2019

**CITY OF FAIR OAKS RANCH
CITY COUNCIL MEETING MINUTES
January 2, 2020
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015**

I. OPEN MEETING

A. Roll Call – Declaration of a Quorum

Present: Mayor Manitzas, Mayor Pro Tem Elizondo
Council Members: Koerner and Maxton

Absent: Council Member Hartpence, Havard, and Patel

With a quorum present, the City Council meeting was called to order at 9:31 AM.

B. The Pledge of Allegiance was led by Clayton Hoelscher, Procurement Manager.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. There were no citizens to be heard.

The Mayor elected to change the order of the presentations allowing Item E the Water/Wastewater Impact Fee Consultant to appear first.

E. Jessica Vassar, P.E., consultant from Freese and Nichols provided an update on the Water and Wastewater Impact Fee Study.

B. Joanna Merrill, Human Resource Director, introduced the city's newest employees: Clayton Hoelscher, Procurement Manager and Amanda Valdez, Deputy City Secretary.

C. Mayor Manitzas presented a 5 year service award to Sandra J. Gorski, Public Works Administrative Assistant and a 10 year service award to Christina Picioccio, City Secretary.

D. The presentation of the Employee of the Quarter Award was deferred to a future meeting.

III. CONSENT AGENDA

A. Approval of December 5, 2019 Regular City Council Meeting Minutes.

B. Approval of the second reading of an Ordinance repealing the Fair Oaks Ranch Code of Ordinances Chapter 3 "Building Regulations", Sec 3.01.014 "Wooden Roofs", Sec 3.06.004 "Water Heater Pressure Relief Lines", Sec 3.07.002 "Branch Electrical Circuits, Aluminum Wiring".

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

IV. CONSIDERATION/DISCUSSION ITEMS

A. Consideration and possible action approving a Resolution establishing a public hearing date to consider possible adoption of Water and Wastewater Impact Fees.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Koerner to authorize the Mayor to sign a resolution of the City Council setting a public hearing to discuss and review the update of the City's Land Use Assumptions and Capital Improvements Plan and Impact Fee.

VOTE: 4-0; Motion Passed.

B. Consideration and possible action approving a Tree Preservation Plan for proposed subdivision Front Gate Unit 5.

MOTION: Made by Council Member Maxton, seconded by Mayor Pro Tem Elizondo to approve the Tree Preservation Plan for the proposed subdivision of Front Gate Unit 5.

VOTE: 4-0; Motion Passed.

C. Consideration and possible action approving the preliminary plat that establishes Front Gate Unit 5.

MOTION: Made by Council Member Koerner, seconded by Council Member Maxton to approve the preliminary plat that establishes Front Gate Unit 5.

VOTE: 4-0; Motion Passed.

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

A. City Secretary, Christina Picioccio, highlighted important dates leading up to the May 2, 2020 city election.

B. Public Works Superintendent, Julio Colunga, provided the quarterly report on the activities of the Public Works Department.

VI. CONVENE INTO EXECUTIVE SESSION

City Council did not convene into Executive Session regarding:

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

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

C. 551.071 (Consultation with Attorney) - to receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.

III. RECONVENE INTO OPEN SESSION

Not applicable.

VIII. ADJOURNMENT

Mayor Manitzas adjourned the meeting at 10:18 AM.

ATTEST:

Garry Manitzas, Mayor

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

January 16, 2020

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Professional Services Agreement with Kimley Horn for Stormwater Utility Consultant Services

DATE: January 16, 2020

DEPARTMENT: Public Works Department

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

INTRODUCTION/BACKGROUND:

During 2017 and 2018, the City initiated several foundation studies including a Master Drainage Plan. This plan identified 46 areas in the City that need some level of stormwater drainage system improvement that totaled around \$10.4 million, including engineering, land acquisition, and construction. Unfortunately, the City does not have a present means to fund any drainage upgrades, and certainly not something in multi-millions. To address this risk, Council programmed funding in the FY 19-20 budget for professional services associated with crating a stormwater utility.

A Stormwater Utility is one method cities utilize to improve, operate, and maintain their municipal drainage systems, and is the proposed format that is desired for Fair Oaks Ranch. The utility will provide a way to dedicate revenues for stormwater needs, and manage a complete stormwater program, including administrative, flooding, and regulatory needs. The utility also provides an equitable and legally defensible method for the City to fund a service that benefits and is utilized by all property owners.

Public Works staff worked with a committee of City Council members to develop a Request for Qualification document that detailed goals and objectives desired for the City's new Stormwater Utility and sought consultants to submit their interest in the project with a Statement of Qualification. Kimley-Horn and Associates, Inc. was selected by the review committee to engage a scope and fee for the Stormwater Utility.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

A Stormwater Utility is a means for a municipality to improve their existing stormwater drainage system. It provides a stable source of funds that make planning and managing a program far easier. It can adequately generate sufficient revenue to run a decent program while staying within most constituents pay range. There are flexible elements of the proposed rate structure that can support any goal within any setting. The majority of constituents feel that the stormwater utility is the most equitable way to pay for stormwater improvements.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Funding for the attached scope of services was approved in the adopted FY 2019-2020 budget.

LEGAL ANALYSIS:

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

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Stormwater Utility consulting services.

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and Kimley-Horn and Associates, 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 exercise the professional standard of care to perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

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

Section 3. Compensation.

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

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

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

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

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

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

the Professional.

Section 5. Time of Completion.

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

Section 6. Insurance.

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

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

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

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

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

by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

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

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

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

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

Section 7. Miscellaneous Provisions.

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

(B) *Ownership of Documents.* Upon completion or termination of this Agreement and payment of all monies due to the Professional, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE

PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

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

(D) *Compliance with Laws.* The Professional shall exercise the professional standard of care to 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 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 to the extent caused by: (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”) (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all

other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement.

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

Section 23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

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

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

CITY:

By: _____
Name: Tobin Maples
Title: City Manager

PROFESSIONAL:

By: _____
Name: Kevin Hoppers
Title: Vice President

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL

Kimley-Horn
Attn: Kate E. Ploetzner, P.E., CFM
13455 Noel Road; Two Galleria Office Tower,
Suite 700
Dallas, TX 75240

with a copy to:

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

Exhibit "A"

Scope of Services

EXHIBIT A

CITY OF FAIR OAKS RANCH STORMWATER UTILITY SCOPE OF SERVICES

Project Understanding

The Professional understands the City of Fair Oaks Ranch (City) is proposing to enact a Stormwater Utility. The following scope of services summarizes the effort proposed by the Professional to assist the City with the enactment. The Professional understands the City will provide all information regarding the revenue needs, applicable revenue sources, and potential projected system needs including, but not limited to, required capital improvements and desired funding plan for said improvements.

The following assumptions were made in the development of the scope below:

- The service area of the utility will be the Fair Oaks Ranch City limits per the official map provided by the City.
- The City does not have an inventory of impervious area for all of the properties in the City.
- The utility billing system will be based on County Appraisal District parcel data. The City straddles the boundaries of Kendall, Comal, and Bexar counties.
- Readily available aerial photography of the City will be used as a basis for impervious analysis.
- The Professional anticipates one employee from Kimley-Horn and Associates, Inc. to attend eight in-person meetings and one employee from NewGen Solutions and Strategies to attend fourteen in-person meetings.

Scope of Services

Phase 1 Tasks:

Task 1 – Data Gathering

The Professional will have one kickoff meeting with City staff via phone at the onset of this task.

The City will provide the following information. The Professional will review and evaluate the data.

- Current Kendall County Appraisal District (KCAD) parcel data in GIS *.shp files
- Current Comal County Appraisal District (CCAD) parcel data in GIS *.shp files
- Current Bexar County Appraisal District (BCAD) parcel data in GIS *.shp files
- Current aerial photos, if available
- Current City boundary in GIS *.shp file
- Building footprints in GIS *.shp file, if available
- Topographic data for the City
- Information regarding impervious development constructed after the date of the aerial information
- Inventory of drainage facilities owned by the City and those owned privately

Aerial and topographic information not available from the City of Fair Oaks Ranch will be taken from Texas Natural Resource Information Service (TNRIS).

The Professional will rely upon the accuracy and completeness of all files, documents, and reports provided by the City or by others for whom the Professional is not legally responsible. The City acknowledges that verifying the accuracy and completeness of such items is not part of the Professional's scope of services.

Task 2 - Utility Structure

The Professional will address the following issues regarding the structure of the utility:

- The Professional will prepare a summary of up to three concepts for an equitable rate structure. The three structures will include a) Impervious-based, b) Rational Method-based, and c) Property area-based. The Professional will compare the rate assessed to 10 select residential and non-residential properties as a result of the structures. Impervious areas of the selected properties will be estimated for this task.
- The Professional will prepare up to three scenarios regarding various potential exemptions to estimate the impacts of exemptions on fee generation.

The Professional will prepare a memorandum summarizing the findings for each of these scenarios. The Professional will discuss the results and present recommendations to City staff one time via a conference call to discuss the results and present recommendations.

Deliverable – Memorandum to the City.

Task 3 – Billing Scenario Structure Evaluation

The Professional will address the following issues regarding the structure of the utility:

- The Professional will review billing alternatives and prepare a summary of potential methods for revenue recovery of the new utility fee.
 - o This task will include a review of the City's current utility billing database information and capabilities.
- The Professional will, in coordination with City staff, make a recommendation on the best method to employ based on both ease of administration as well as total costs for the City.
- The Professional will prepare up to three scenarios regarding various billing mechanisms, including billing through the appraisal district and billing through various utility departments.

The Professional will prepare a memorandum summarizing the findings after one or more discussions with City staff to discuss the results and present recommendations.

Deliverable – Memorandum to the City.

Task 4 - Meetings

The Professional will attend and prepare for two meetings:

- A Town Hall Drainage Utility 101 to educate the public regarding the utility and obtain public support.
- A presentation for one Council meeting at Town Hall to discuss findings and recommendations developed in Task 2 and 3.

Phase 2 Tasks:

At the conclusion of Phase 1, the Professional anticipates the City will select one of the three billing scenarios presented by the Professional: Task 5a is required if the City selects the impervious-based billing structure, Task 5b is required if the City selects the Rational Method-based billing structure, and Task 5c is required if the City selects the area-based billing structure.

Task 5a – Development of Impervious Dataset

This task assumes the City will select the impervious-based billing structure scenario after the results of Task 2.

Using the data listed in Task 1, the Professional will develop an impervious cover dataset by KCAD, CCAD, and BCAD parcel for which the City will collect a storm water fee. The Professional anticipates the boundary of the storm water fee and the boundary of the data set will be set at the City limits provided by the City. The Professional will perform the following effort:

- The Professional will use available ArcGIS based software to identify impervious area throughout the City limits. The Professional will use an iterative process where an initial impervious estimate will be produced by assigning values to specific pixels in the image. The program will analyze the image using those assignments to determine impervious area. The process will be repeated to refine the determination. The Professional will perform visual inspection of results via a review of aerial photography to identify and perform manual edits for some incorrectly classified areas and improve accuracy.
- The Professional will convert the resulting impervious cover information to the proper shapefile format and intersect the impervious coverage information with KCAD, CCAD and BCAD parcel information to calculate the impervious area on each parcel in the City limits.

The Professional will perform this effort using the aerial, parcel and City limit information provided by the City as part of Task 1. The City will have the opportunity to review and comment on the dataset if revisions are needed. The Professional will revise the dataset in response to City comments one time and provide the updated dataset to the City. The Professional can perform subsequent impervious data set analyses as an additional service if any of the data in Task 1 is modified following the initiation of Task 5a.

Deliverable – Parcel shapefile within City limits with geospatial impervious and pervious areas on each parcel.

Task 5b – Development of Rational Method Dataset

This task assumes the City will select the Rational Method-based billing structure scenario after the results of Task 2.

Using the data listed in Task 1, the Professional will develop a Rational Method dataset by KCAD, CCAD, and BCAD parcel for which the City will collect a storm water fee. The Professional anticipates the boundary of the storm water fee and the boundary of the data set will be set at the City limits provided by the City. The Professional will perform the following effort:

- The Professional will review the State Land Use Code (LU code) for each KCAD, CCAD, and BCAD parcel within the City limits and will assign a Rational Method “C” value to each parcel based on its LU code.
- The Professional will calculate “CA” for each KCAD, CCAD, and BCAD parcel within City limits by multiplying each parcel’s “C” value and its respective area.

The Professional will perform this effort using the parcel and City limit information provided by the City as part of Task 1. The City will have the opportunity to review and comment on the dataset if revisions are needed. Professional will revise the dataset in response to City comments one time and provide the updated dataset to the City. The Professional can perform subsequent Rational Method data set analyses as an additional service if any of the data in Task 1 is modified following the initiation of Task 5b.

Deliverable – Parcel shapefile within City limits with Rational Method “C” values, “CA” values, and areas on each parcel.

Task 5c – Development of Parcel Dataset

This task assumes the City will select the area-based billing structure scenario after the results of Task 2.

Using the data listed in Task 1, the Professional will develop a parcel dataset by KCAD, CCAD, and BCAD parcel for which the City will collect a storm water fee. The Professional anticipates the boundary of the storm water fee and the boundary of the data set will be set at the City limits provided by the City. The Professional will perform the following effort:

- The Professional will calculate the area for each KCAD, CCAD, and BCAD parcel within the City limits.

The Professional will perform this effort using the parcel and City limit information provided by the City as part of Task 1. The City will have the opportunity to review and comment on the dataset if revisions are needed. Professional will revise the dataset in response to City comments one time and provide the updated dataset to the City. The Professional can perform subsequent dataset analyses as an additional service if any of the data in Task 1 is modified following the initiation of Task 5c.

Deliverable – Parcel shapefile within City limits with area values on each parcel.

Task 6 – Account Review

The Professional will review the City's utility billing database to identify the following:

- Parcels with multiple billing accounts
- Parcels with impervious coverage and no existing billing account
- Federal properties (as defined by the respective appraisal district)
- Properties with mandatory exemptions

- Other potential parcel definition issues, including potential discretionary exemptions

The Professional will prepare an email summarizing the results of the account review and conduct phone or video conference calls to discuss the results. As part of the report in Task 11, the Professional will provide the City with recommendations regarding (1) identified exceptions, (2) parcels with multiple accounts, (3) parcels with no current billing accounts, and (4) required and discretionary exemptions based on the Texas Local Government Code and discussions with City staff.

Deliverable – Account review email to the City. Presentation to City Council part of Task 12

Task 7 – Cost of Service Development

The Professional will develop the cost of service for the Stormwater Utility. As defined in Section 552.044 of the Local Government Code, the cost of service may include the following, as applicable:

- Cost of land acquisition;
- Capital cost of drainage facilities;
- Professional services fees including, but not limited to, architectural, engineering, planning financial, and/or legal services;
- Operations and maintenance (“O&M”) and major repair and replacement expenses associated with drainage facilities;
- Cost of rolling stock and other machinery and equipment;
- Interest and issuance costs associated with financing;
- Amortization of non-recurring costs (i.e., start-up costs, etc.); and/or
- Direct and indirect administrative cost including, but not limited to, support services costs (i.e., utility billing, etc.)

Once the cost of service is determined specific to the test year, the Professional will forecast the cost of service analysis for a five (5) year period. This forecast may include the following variables:

- Variations in number of customers and/or billing units;
- Discretionary customer exemptions;
- Population growth rates;
- Inflation and O&M cost escalation factors;
- Timing and sequencing of drainage capital improvements;
- CIP Program Funding – cash and/or debt financing;
- Debt issuance assumptions (i.e., term, rate, coverage requirements, etc.); and,
- General and/or other fund transfer and/or contributions to reserves.

During the development of the cost of service analysis, the Professional will work with City staff to fully understand the cost structures and desired budget for the new Stormwater Utility Fund. The Professional will meet with City staff one time in person to discuss anticipated costs over the next five years and to refine the 5-year forecast through a presentation to City Council (as part of Task 12).

Deliverable – 5-year forecasted Cost of Service in excel format.

Task 8 – Determine Fee Structures

The Professional will perform the following effort:

- Establish ERU and Fee Structure
 - o *If the City selects the Impervious-based billing structure as a result of Task 2, the Professional will perform the following effort:* Using the GIS impervious data prepared in Task 5a, the Professional will establish an Equivalent Residential Unit (ERU) based on average impervious area for single-family residential parcels throughout the City. Using the GIS impervious area data, the Professional will develop a fee structure. Single-family properties will be assessed a tiered fee structure. The Professional will prepare an analysis of the distribution of single-family impervious values and recommend a tier distribution. For other properties, the fee will be based on impervious area within the parcel.
 - o *If the City selects the Rational Method-based billing structure as a result of Task 2, the Professional will perform the following effort:* Using the “CA” data, the Professional will develop a fee structure. Properties will be assessed a fee based on its respective “CA” value.
 - o *If the City selects the area-based billing structure as a result of Task 2, the Professional will perform the following effort:* Using the parcel area data prepared in Task 5c, the Professional will develop a fee structure. Properties will be assessed a fee based on its respective area value.
- Stormwater Utility Fee Model – The development of the Drainage Utility Fee model will occur throughout the course of the project. Once the project has been finalized, the Professional will form this model into a Microsoft Excel program for use by City Staff. The model will allow for “what-if” scenarios including changes in operating and capital costs, growth or decline in customers or other billing units, debt service structure, source costs, inflation, capital project financing, and funding sources. The model will allow the user to assess the impact various scenarios will have on an existing typical monthly bill. The model will generate financial statistics such as debt coverage ratios and average dollar and percentage change for each customer class. The model will also be developed to allow the user to compare actual performance to the projections produced by the model. Inputs and assumptions in the model will be marked and defined and instructions will be included for each model worksheet or form.
- Perform one in-person training session for City staff regarding the usage of the fee model.

Deliverable – 5-year forecasted Fee Model in excel format.

Task 9 – Evaluate Billing Mechanism

The Professional will meet with City staff to discuss the current utility billing system and the additional information that will be required to transition the billing system to the new fee structure. The in-person meeting for this task will occur on the same day as the meeting listed in Task 8. The Professional and City staff will identify the information necessary to be included with the billing system and the preferred format for the transfer of the information. The Professional will establish a master data file migration protocol for import of account specific drainage utility customer data. The Professional will also provide recommendations regarding maintenance of the database following project completion. Recommendations will include steps during the development process where information from building permits will be processed to be included in the impervious cover files to keep impervious coverage up to date.

Deliverable (to be prepared one time) – Final GIS.shp file associated database and metadata including:*

- *KCAD, BCAD and CCAD Parcel IDs within City limits*
- *Square footage of land area for each parcel*
- *Square footage of impervious cover for each parcel (only if the City selects the impervious-based billing structure as a result of Task 2)*
- *“CA” value for each parcel (only if the City selects the Rational Method-based billing structure as a result of Task 2)*
- *Number of ERUs per parcel*
- *Property Owner for each parcel as listed in the original parcel data provided by the City.*

This task assumes the City staff and City Council provide clear direction on how to handle the exceptions, exemptions, and other issues identified in Task 6.

Task 10 – Ordinance Preparation

The Professional will draft an Ordinance to enact the utility. Items to be addressed include definitions, incorporation of the rate structure, service area, statutory and discretionary property exemptions, customer appeals process, customer credits, responsible City department, and recovery of non-payment of fee. The Professional will coordinate with the City Attorney to review the Ordinance and will address one round of comments.

Deliverable – Ordinance

Task 11 – Project Documentation

The Professional will prepare a report that incorporates the initial findings, recommendations, stormwater utility rate model analysis, presentation of the current cost of service and project cost of service as provided by the City, a schedule of current and recommended fees, recommended fee incentives, and metadata for the impervious GIS data.

The Professional will respond to one round of comments from the City.

Deliverable – Report

Task 12 – Meetings, Public Involvement and Outreach

The Professional anticipates the public hearing and approval process will consist of meetings as required by the Texas Local Government Code, along with additional meetings as requested by the City to engage other interested parties and stakeholders. Meeting facilities for stakeholder meetings and public meetings will be provided by the City. This task provides for the Professional to prepare for, attend, and lead up to six potential meetings. Anticipated meetings may include:

- Up to 4 meetings with Council to present findings and Ordinance
- Up to 2 Town Hall meetings

Task 13 – Utility Implementation Support

The Professional will assist staff in the implementation of the utility. This will include meeting with the Finance Director to talk through her General Ledger and accounting methods already in place. The Professional will, at the direction of the Finance Director, help establish the Utility Fund within the City's financial system. Additionally, the Professional will assist in setting policies and procedures to record and post this new revenue correctly. The ultimate method employed will be dependent on the billing system chosen by the City.

The Professional will help build the structure and evaluate the billing process through the first successful live bill to ensure proper functioning of the system support provided. It is important to note that some assistance will likely be required from the City's chosen utility billing system provider to navigate certain proprietary database and/or invoicing software.

Additional Meetings will be required for this task and is anticipated to include up to 4 meetings with City Finance Staff and/or City Billing System Representatives.

Deliverable – Documented processes Report

Exhibit "B"

Compensation

EXHIBIT B
FEE AND EXPENSES

The Professional will perform the services in Tasks 1 – 4 for the total lump sum fee below for Phase 1, and Tasks 5 – 13 for the total lump sum fee below for Phase 2. Individual task amounts are informational only.

Phase 1 Tasks

Task 1	Data Gathering	\$7,500.00
Task 2	Utility Structure	\$7,500.00
Task 3	Billing Scenario Structure	\$6,000.00
Task 4	Meetings	\$10,500.00
Total Phase 1 Lump Sum Fee		\$31,500.00

Phase 2 Tasks

Task 5a*	Development of Impervious Dataset	\$17,000.00
Task 5b*	Development of Rational Method Dataset	\$7,500.00
Task 5c*	Development of Parcel Dataset	\$5,000.00
Task 6	Account Review	\$17,000.00
Task 7	Cost of Service Development	\$12,000.00
Task 8	Determine Fee Structures	\$11,000.00
Task 9	Evaluation Billing Mechanism	\$11,000.00
Task 10	Ordinance Preparation	\$7,000.00
Task 11	Project Documentation	\$9,500.00
Task 12	Meetings, Public Involvement and Outreach	\$36,500.00
Task 13	Utility Implementation Support	\$18,500.00
Total Phase 2 Lump Sum Fee		\$139,500.00

Total Lump Sum Fee*	\$171,000.00
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**The Professional will perform only one of Task 5a, 5b, or 5c. The Total Lump Sum Fee provided assumes Task 5a will be selected for budgeting purposes.*

Exhibit "C"

Evidence of Insurance

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2019

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com																					
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : National Union Fire Ins. Co.</td><td>19445</td></tr> <tr> <td colspan="2">INSURER B : Aspen American Insurance Company</td><td>43460</td></tr> <tr> <td colspan="2">INSURER C : New Hampshire Ins. Co.</td><td>23841</td></tr> <tr> <td colspan="2">INSURER D : Lloyds of London</td><td>085202</td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : National Union Fire Ins. Co.		19445	INSURER B : Aspen American Insurance Company		43460	INSURER C : New Hampshire Ins. Co.		23841	INSURER D : Lloyds of London		085202	INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			5268169	04/01/2019	04/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4489663	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			CX005FT19	04/01/2019	04/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	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			015893685 (AOS) 015893686 (CA)	04/01/2019 04/01/2019	04/01/2020 04/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA1904949	04/01/2019	04/01/2020	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: All Projects.

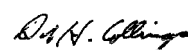
CERTIFICATE HOLDER

CANCELLATION

City of Fair Oaks Ranch
 City Secretary
 7286 Dietz Elkhorn
 Fair Oaks Ranch, TX 78015-0000

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

January 16, 2020

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

DATE: January 16, 2020

DEPARTMENT: Administration

PRESENTED BY: Tobin Maples, City Manager

INTRODUCTION/BACKGROUND:

The City Council has stated that Responsible Growth Management is a top priority in the City's Strategic Plan. Specifically, effective administration of the comprehensive plan and the unified development code are key elements when it comes to managing the growth and physical development of the community over a defined planning horizon. To address this risk, Council programmed funding in the FY 19-20 budget for City Planning Consultant Services (PLNG). The Professional Services Agreement attached is for a new engagement with Gunda Corporation.

As the Planning Consultant, Gunda Corporation will report directly to the City Manager or his/her designee and will oversee and coordinate the City's development review process, inclusive of predevelopment meetings, platting, zoning, site plan, and sign permit applications, administration of the comprehensive plan, and preparation and presentation of communication reports for the Zoning Board of Adjustment, Planning and Zoning Commission, and City Council.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Provides the City with the tools necessary to make informed policy decisions relative to the physical development of the City and the scheduled programming necessary to proactively plan, finance, and maintain reliable and efficient public services.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Funding for the attached scope of services was approved in the adopted FY 2019-2020 budget.

LEGAL ANALYSIS:

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

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a Professional Services Agreement with Gunda Corporation for City Planning Consultant services.

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and Gunda Corporation (“Professional”).

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

Section 2. Scope of Work.

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.
- (C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

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

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

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

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

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

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

Section 5. Time of Completion.

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

Section 6. Insurance.

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

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

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

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

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

by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

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

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

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

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

Section 7. Miscellaneous Provisions.

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

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE

PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

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

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

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, or official 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 and hold harmless the City of Fair Oaks Ranch, Texas and its officials, and employees (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 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 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 Coded Section 808.001, as amended.

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

CITY:

By: _____
Name: _____
Title: _____

PROFESSIONAL:

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL

Lata Krishnarao, AICP LEED AP ND
Practice Leader
Gunda Corporation
11750 Katy Freeway, Suite 300
Houston, Texas 77079

with a copy to:

City Attorney
City of Fair Oaks Ranch, Texas
Attn: Dan Santee
2517 N. Main Avenue
San Antonio, Texas 78212

Exhibit A
Fair Oaks Ranch
Planning Consultant Services
Scope of Work

General Description

As the Planning Consultant (PLNG) for the City of Fair Oaks Ranch (FOR), the Professional will report directly to the City Manager or his/her designee and will coordinate the City's development process, inclusive of predevelopment meetings, platting, zoning, site plan, and sign permit applications, administration of the comprehensive plan, and preparation and presentation of communication reports for the Zoning Board of Adjustment, Planning and Zoning Commission, and City Council. Unless specifically authorized by the City, the PLNG is excluded from serving as a Planner or Engineer of Record (Prime Firm) or as a sub-consultant to a professional service design firm (Prime Firm) contracted by the City or a private sector client. The intent is for the PLNG to serve as the City's owners' representative on planning related matters.

The Professional will perform overall program management and administration of the Agreement and invoicing. The basis of compensation will be as defined in the Agreement or amended by specific Work Authorizations.

Scope of Services

- Provide planning review of development related applications, such as plats and subdivisions, site plans, zone changes, variances, and others. Prepare review comments, staff reports, presentations for meetings, and recommendations as applicable.
- Create a Development Handbook and coordinate and chair all predevelopment meetings.
- Perform periodic diagnostic of adopted development regulations, inclusive of the Unified Development Code.
- Prepare zoning verification letters.
- Review sign permit and other permit applications for compliance with the City's Unified Development Code and development regulations. Provide review comments to City staff and/or the applicant as instructed by the Client.
- Assist with formulation of new codes and/or amendments to the existing zoning codes, subdivision regulations, comprehensive plan, and other land development related codes and ordinances, inclusive of the Unified Development Code.
- Assist City staff with special planning projects.
- Provide management and direction to the overall operations of the Planning Function, including budget proposals.
- Make presentations to the City Council, Planning & Zoning Commission, Zoning Board of Adjustment, and other boards and commissions as required.
- Manage and coordinate long range projects and perform related work as required.
- Augment staff in the City offices as needed.
- Other work as mutually agreed upon.
- Professional will assist the City with efforts to identify and secure project funding.

Exhibit "B"
Compensation

**RATE SCHEDULE
PLANNING SERVICES**

Category	Hourly Rate
Senior Project Manager	\$175.00
Project Manager	\$150.00
Senior Planner	\$120.00
Planner	\$85.00
Graduate Planner	\$75.00
GIS/CADD Operator	\$65.00
Clerical	\$50.00

Expenses will be billed at cost.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2019

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Trudy Henry PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: trudy.henry@greyling.com														
INSURED Gunda Corporation, LLC 11750 Katy Freeway, Suite 300 Houston, TX 77079	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Accident & Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER B : Hartford Underwriters</td> <td>30104</td> </tr> <tr> <td>INSURER C : Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Accident & Indemnity Company	22357	INSURER B : Hartford Underwriters	30104	INSURER C : Aspen American Insurance Company	43460	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			20SBWRS7899	02/27/2019	02/27/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20SBWRS7899	02/27/2019	02/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000			20SBWRS7899	02/27/2019	02/27/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
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	20WEGCC3834	02/27/2019	02/27/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			AAAE100458	02/27/2019	02/27/2020	Per Claim \$2,000,000 Aggregate \$2,000,000

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

For Proposal Purposes Only

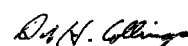
CERTIFICATE HOLDER

CANCELLATION

Gunda Corporation, LLC
 11750 Katy Freeway, Suite 300
 Houston, TX 77079

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

AUTHORIZED REPRESENTATIVE





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

AGENDA TOPIC: Discussion regarding the draft request for proposal (RFP) for a Compensation & Benefit Study

DATE: January 16, 2020

DEPARTMENT: Human Resources & Communications

PRESENTED BY: Joanna Merrill

INTRODUCTION/BACKGROUND:

In 2015 a compensation study was conducted by an outside consultant and implemented by staff based on Council direction. Prior to that, in 2010, a comprehensive study inclusive of a staffing, compensation, and benefit study was conducted and the plan for execution was adopted. Since that time staff and Council have not conducted any comprehensive studies to get updated data in those areas. In order to be proactive staff created and Council adopted a Comprehensive Strategic Action Plan to ensure proper planning for future growth. Operational Excellence was designated as one pillar of our current adopted Strategic Action Plan and provides a mile marker for evaluating and updating the compensation and benefit plans.

As a result of the established mile marker, and in order to meet the state mandated budget timeline, staff has begun the first phase of creating a request for proposal (RFP). Tonight, the attached drafted proposal is being brought to Council for review and insight.

Over the course of the study a brief synopsis of our process will be to proceed with publishing and sending the RFP to the consultants selected by staff. In the following timeframe, we will be soliciting council's feedback at designated intervals throughout the process to ensure we are capturing all critical elements of our scope and design. At the close of this process, the staff and consultant would bring a recommended course of action to Council for review and request adoption of the proposed plan into the upcoming FY budget.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

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

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Monies were allocated in the 2019/20 FY Budget in the amount of \$50,000 to accomplish this Strategic Action Plan item.

LEGAL ANALYSIS:

None needed at this time.

RECOMMENDATION/PROPOSED MOTION:

To receive general insight and direction from council regarding the attached "Draft" RFP.

“DRAFT”
COMPENSATION AND BENEFITS STUDY
REQUEST FOR PROPOSAL

The City of Fair Oaks Ranch is searching for a qualified firm to conduct a Compensation Salary Study and review existing policies for both civilian & non-civilian employees. The City is requesting proposals for completing a detailed study, report and recommendations to include benchmarks from both public and private sector data. The deliverable should be based on the assumption that the projected population of the City of Fair Oaks Ranch will be at or above 10,000 residents. The final deliverable should show the source of data and methods used to validate. The scope of services should include at a minimum, the following:

- Compensation Salary Survey (civilian & non-civilian)
- Benefit Survey
- Review of Job Descriptions and Titles
 - Do the current City of Fair Oaks Ranch descriptions and titles fit the work being performed?
 - If not, assist the City with deficiencies
- Review of FLSA exemption statuses
- Review and recommendations for changes to pay grades currently selected to check alignment with current market average and utilization, to include an incremental plan.
- Review of incorporating performance-based evaluations into step plan.
- Supplemental Pay (Certification, Longevity Pay, Education, Language, Tuition Reimbursement)
 - Review for Viability and develop an implementation plan -Determine what steps need to be taken
 - Viability of Cost of Living Adjustment and Implementation Plan
 - Shift Differential Pay for non-civilian employees
 - Field Training Officer Pay for non-civilian employees – Develop a job description and implementation plan
- Evaluating current health benefits and recommending value adds based on deficiencies and feedback received from City personnel.
- Review of supplemental benefits including but not limited to maternity/paternity/sick leave, etc.
- Developing a step plan for civilian & non-civilian employees
 - Defining which positions go with which step plans
 - Milestones for increasing step
 - Plan for employees who reach the maximum step plan for their position
- Include any additional deliverables that are not included above but will add value to the study.

Please include the following information in your proposal:

- Qualifications of personnel involved (including any subconsultants)
- Proposed Plan to complete this Project, including quality indicators and validating data sources
- Price for services. Please list what would be included in the basic scope of services, and list what would be an optional add-on
- Proposed timeline for completion and submission of final deliverable, which will be negotiated during selection of consultant.
- Previous Experience
- References



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

January 16, 2020

AGENDA TOPIC: 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

DATE: January 16, 2020

DEPARTMENT: City Secretary

PRESENTED BY: Christina Picioccio, 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.

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:

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

To: Honorable Mayor Garry Manitzas and City Council Members
City of Fair Oaks Ranch

**Capital Improvements Advisory Committee Semiannual Progress Report
September through December 2019**

Overview:

To partially pay for the extension of its Water and Waste Water systems attributable to new development, the City of Fair Oaks Ranch has opted to charge impact fees as allowed under Texas Local Government Code Title 12. Subtitle C. Chapter 395 (Code).

The Code requires the governing body (City) to appoint a capital improvements advisory committee (CIAC). The CIAC serves in an advisory capacity and is established to:

1. advise and assist the City in adopting land use assumptions;
2. review the capital improvements plan and file written comments;
3. monitor and evaluate implementation of the capital improvements plan;
4. file semiannual reports with respect to the progress of the capital improvements plan and report to the City any perceived inequities in implementing the plan or imposing the impact fee; and
5. advise the City of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

The City's CIAC, as appointed by the City Council, is composed of eight members of the community with four being members of the development, real estate or building industry as required by the Code. Committee members are: John Merritt, Chair, Fran Driskell, Dana Green, Paul Lampe, Harold Manning, Monte McCormick, Paul Mebane and John Weir.

The current Impact Fees were adopted in December 2014. Earlier this year the Council, as part of its Comprehensive Master Plan, adopted new Land Use Assumptions and Capital Plans.

The City hired the engineering firm of Freese and Nichols to use these Plans to calculate the maximum-allowed Impact Fees under the provisions of the Code.

On September 25, 2019 the CIAC met for its regularly scheduled semi-annual meeting. At that meeting Ron Emmons, City Public Works Director, and Jessica Vassar, Freese and Nichols, reviewed the newly adopted Land Use Assumptions and Capital Improvement Plans.

The CIAC again met on December 12, 2019 to receive Freese and Nichols' Draft Water & Wastewater Impact Fee Report. Presented in the report are Maximum Allowable Water Impact Fee of \$8,670 and Maximum Allowable Wastewater Impact Fee of \$6,069.

CAIC Findings and Recommendations

1. The CIAC finds that the City's recently adopted Land Use Assumptions and Capital Improvement Plan are based on sound assumptions and engineering practices and recommends no changes.

2. The CIAC finds that Freese & Nichols used sound assumptions and engineering practices and complied with the requirements under the Code in their calculation of the Maximum Allowable Impact Fees.
3. The CAIC recommends to Council that the Council adopt the Maximum Allowable Impact Fees as calculated by Freese & Nichols. Accordingly, the following Impact Fees changes are recommended:
 - Water Impact Fee increases from the current \$5,400 to \$8,670, and
 - Wastewater Impact Fee increases from the current \$1,550 to \$6,069.

The next Semi Annual CIAC Meeting is scheduled for Wednesday March 25, 2020 at 9:00 AM.

Signed: _____

Date: _____

John Merritt, CIAC Chairman