



CITY OF FAIR OAKS RANCH
AGENDA – CITY COUNCIL REGULAR MEETING
May 21, 2015; 7:00 p.m.
Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn

I. ROLL CALL – DECLARATION OF A QUORUM

II. OPEN MEETING

- A. Pledge of Allegiance

III. CITIZENS and GUEST FORUM / PRESENTATIONS

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

- A. Citizens to be Heard
B. The Value of Fiber Optic and How it Ensures the Long-Term Viability of the City of Fair Oaks Ranch by Josh Pettiette, Vice President of Product, Business Development & Strategic Planning for GVTC.

IV. 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 April 16, 2015 Special City Council Meeting Minutes.
B. Approval of April 16, 2015 Regular City Council Meeting Minutes.
C. Approval of Resolution amending authorized representatives for TexPool; City's investment pool.
D. Approval of Ordinance amending the City of Fair Oaks Ranch code of ordinances chapter 13; article 13.03; section 13.03.014; water loss appeal adjustment procedure.
E. Consideration of authorizing the Mayor to sign the Houston-Galveston Area Council Cooperative Purchase Program agreement.

P1
P2-P4
P5-P6
P7-P8
P9-P11

V. CONSIDERATION ITEMS

- A. Consideration of electing an Alderman to serve as Mayor Pro Tem or to postpone the Election until the next regular City Council meeting. Mayor
B. Consideration of authorizing the Mayor to sign a second amended agreement for solid waste collection services with Republic Services dba Allied Waste Services/BFI Waste Services for one year starting October 1, 2015. City Administrator
C. Consideration of authorizing the Mayor to sign an agreement with Pape-Dawson Engineers for the Roadway Reconstruction Project, at a total not-to-exceed amount of \$1,040,885, for road and drainage consulting services, to be paid from Bond proceeds, and a total not-to-exceed amount of \$278,725 for waterline consulting services to be paid from the Enterprise Fund.

P12
P13-15

Public Works Director

P16-P16S

- D. Consideration of a Resolution authorizing the Mayor to sign a Community Development Block Grant Program Cooperative Agreement with Bexar County. Mayor P66-P70
- E. Consideration of awarding the Public Safety Building construction to the low bidder, M.J. Boyle General Contractor, Inc. at a total amount not-to-exceed \$2,200,000. Project Manager P71-P73
- F. Consideration of awarding the Battle Intense Pathway Mobility construction to the low bidder, Myers Concrete Construction, LP at a total not-to-exceed the amount of \$169,092. P74
Public Works Director
- G. Consideration of awarding the 2015 Street Maintenance and Repair Program to the low bidder, Big Tex Paving, Inc., using Material Set No. 2, at a total amount of \$220,057.28. P75-P76
Public Works Director

VI. DISCUSSION ITEMS

- A. Presentation and discussion on Traffic Control Devices. Police Chief P77-P82
- B. Discussion on authorizing staff to work with Alderwoman Havard to present, no later than July 16, 2015, a proposed Policy governing City of Fair Oaks Ranch surveys to citizens. P83
Alderwoman Havard

VII. REPORTS FROM STAFF / COMMITTEES / COUNCIL

Staff:

- 1) Public Works –
 - a) As built documentation notice of violation on Fair Oaks Ranch Utilities Water System from Texas Commission on Environmental Quality (TCEQ). P84-P86
 - b) Compliance investigation letter on Fair Oaks Ranch Utilities Wastewater Treatment Facility from Texas Commission on Environmental Quality (TCEQ). P87-P88
 - c) Nuisance odor notice of violation on Fair Oaks Ranch Utilities Wastewater Treatment Facility from Texas Commission on Environmental Quality (TCEQ). P89-P91
 - d) Texas Commission on Environmental Quality (TCEQ) odor concerns at Wastewater Treatment Facility by C. Thomas Koch, Consultant. P92
- 2) Project Manager – Update on the Public Safety Building Project.
- 3) City Administrator -
 - a) Work Plan Status Report on recruitment and selection, classification & pay plan, employee evaluation process, personnel manual, IT support, upgrade audio/visual capabilities of City Council Chambers, enhance website, bond issue, separate operating and capital funds, multi-Year capital improvement program, strategic planning process, general law vs. home rule governance, revisions to city's subdivision regulations, expand water and sewer service into the City's remaining ETJ, inter-local development agreements, agreements for fire code enforcement, staff organization, office of the City Administrator/City Manager, public safety building, oak wilt survey, street infrastructure, extension of solid waste contract, and allocation of a portion of city sales tax to capital needs. P93-P95
 - b) City Council Summer Planning Calendar that includes upcoming special City Council meetings and review the budget, tax rate adoption procedures, and selecting/confirming the dates for special city council meetings. P96-P98
- 4) Mayor –
 - a) Status on Partnership of City of San Antonio and City of Fair Oaks Ranch Water Policy Study.
 - b) Updates on Citizen Engagement Surveys and FY2015/16 budget implications:

Wildlife and Deer Survey – basic results presented, relationships are being developed in preparation for the upcoming budget in anticipation that a new ad-hoc advisory committee will be established to provide action recommendations.

Values and Functions Survey – very important to upcoming budget cycle to possibly reflect citizen comments into the budget itself. Report is in its' final stages of having "citizen comments" categorized for staff and Council to review for upcoming fiscal year.

Volunteer Pool Application Survey – to be released within 10 days; waiting for final legal review.

5) Council – Requests from City Council member to place items on a future agenda.

VIII. ADJOURNMENT

Signature of Agenda Approval:



I, Priscilla Abrego, 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 6:00 p.m., Friday, May 15, 2015 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 *Tex Gov't 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).

**MINUTES, April 16, 2015
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015**

I. ROLL CALL and II. OPEN SESSION

Council members Present: Mayor Pro Tem Fothergill, Aldermen Damstra, Schmidt, Anderson, and Alderwoman Havard. Having a quorum present, Mayor Landman called the special City Council meeting to order at 6:04 p.m.

III. CONVENE INTO CLOSED SESSION

Pursuant to Section 551.101 of the Open Meetings Act, Texas Gov't Code, a quorum of the governing body convened into closed session to consult with the City Attorney on legal issues regarding The Reserve at Fair Oaks Ranch development at 6:05 p.m.

IV. RECONVENE INTO OPEN SESSION

At 6:25 p.m., Mayor Landman reconvened into open session. Charles E. Zech, City Attorney, provided an update. He stated approximately two weeks ago Mr. Jahns, Mr. Snyder, and himself met with the attorneys representing the Reserve and Mr. Frease, the lead developer with Trio. The meeting was to discuss the subdivision plat and water issues. The City of Fair Oaks Ranch has rejected their latest plat based on the fact that they have not yet drilled a test well which is required by the development agreement. During the meeting they discussed how the test well should be drilled; the requirements the well will have to meet in order for it to be approved for platting. Mr. Frease indicated they will provide the city an initial draft of technical requirements that TCEQ requires so the city can begin to review to see if they are acceptable or not. At this point we have not received any response.

V. ADJOURNMENT

Mayor Landman adjourned the meeting at 6:28 p.m.

Mayor Cheryl Landman

ATTEST:

City Secretary P. Abrego

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7286 Dietz Elkhorn
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Council members present: Mayor Pro Tem Fothergill, Aldermen Damstra, Schmidt, Anderson, and Alderwoman Havard. Having a quorum present, Mayor Landman called the special City Council meeting to order at 6:04 p.m.

II. OPEN MEETING

The Pledge of Allegiance was led by Ken Nichols, Fair Oaks Ranch resident.

III. CITIZENS AND GUEST FORUM/PRESENTATIONS

Lemonade Day Proclamation for May 3, 2015 was read by Mayor Landman and presented to Ariel Brooks-Stevens and Crisanne Zamponi.

The City Council and Mayor recognized Mayor Pro Tem, Conrad Fothergill for his twenty years of service with the City of Fair Oaks Ranch.

IV. CITIZENS AND GUEST FORUM/PRESENTATIONS

A. Citizens to be Heard -

Ken Nichols, 30143 Cibolo Run, is happy the city is moving forward with the Battle Intense sidewalk discussion and stated that he supports the sidewalk proposal on the river valley side in addition to the full length sidewalk and hopes Council will consider that favorable due to the safety items and issues. He would like to solicit councils support in installing a four way stop at the entrance of Cibolo Trails and Trailside Communities.

Greg Buschmann, 30826 Keeneland Drive, stated the Home Owner Association will be sponsoring a Meet the Candidates Forum on Thursday, April 23, 2015

V. CONSENT AGENDA

DISCUSSION: Made by the Mayor, seconded by Alderman Anderson to approve the March 19, 2015 special city council meeting minutes, March 19, 2015 regular city council meeting minutes, and to approve the quarterly investment report.

MOTION: Made by the Mayor, seconded by Alderman Anderson to approve the February 9, 2015 special council meeting minutes, and February 19, 2015 regular council meeting minutes.

VOTE: 5-0

VI. CONSIDERATION ITEMS

- A. Consideration of bids relating to the sale of obligations designated as "City of Fair Oaks Ranch, Texas General Obligation Bonds, Series 2015"; Approval of Financial Advisor's Recommendation concerning this matter; and other matters in connection therewith.**

Andrew T. Friedman, SAMCO Capital Markets, Inc., stated that they have gone through the bidding process and received eight bids for the \$7 million dollar general obligation bonds. The winning bid was from Frost Bank for 2.2%. Andrew is confident that this is an excellent rate due to the city's high credit rating of AA+. The bonds are callable on ten years from now on February 1, 2025. You may not want to call the bonds at that time because rates will probably be higher than they are today or you can choose to retire them without any penalty at that time. The first principal payment will take place on February 1, 2016 along with the interest payment. This is a fifteen year bond with final maturity in 2030. On May 13, 2015 the money will be in the depository bank.

MOTION: Made by Alderman Damstra, seconded by Alderman Schmidt to approve accepting the bid from Frost Bank.

VOTE: 5-0

- B. Approval of ordinance authorizing the issuance of "City of Fair Oaks Ranch, Texas General Obligation Bonds, Series 2015; Levying a continuing direct annual ad valorem tax, within the limitations prescribed by law, for the payment of the bonds, prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the bonds, including the approval and distribution of an official statement pertaining thereto; authorizing the execution of a paying agent/registrars agreement and an official bid form; complying with the provisions of the depository trust company's letter of representations; authorizing the execution of any necessary engagement agreements with the city's financial advisors and/or bond counsel; and providing for an effective date.**

The effective date of the paperwork is April 16, 2015 and will be filled with the city secretary.

MOTION: Made by Alderman Anderson, seconded by Mayor Pro Tem Fothergill to approve the ordinance authorizing the issuance of City of Fair Oaks Ranch, Texas General Obligation Bonds, Series 2015.

VOTE: 5-0

VII. DISCUSSION ITEMS

- A. Discussion of directing staff regarding allocation of a portion of the city's sales tax revenue to fund future capital needs.**

Mayor Pro Tem, Conrad Fothergill, stated the city is growing, and has collected a lot of sales tax over the last several years, there's a new business (CVS) that's going to generate a large amount of sales tax. I would recommend that the city put away a portion of the sales tax and let it sit in an account to grow interest. This money could be used to pay of the bond and fund future needs of the city. Alderman Schmidt feels that it would make sense to fence off a chunk of money. Alderwoman Havard agrees that it makes sense as we move forward and look at splitting the capital budget from the operating/maintenance budget.

- B. Battle Intense pathway mobility project update on cost and timing of a second sidewalk on the east side and, an update on additional safety options in lieu of a second sidewalk.**

Adrian Garcia, Engineer in Training, stated that a sidewalk on the west side that will tie into battle intense probable cost is \$159,740.10. This project is being prepared to be released for bid. The addition of a second side walk on the east side of battle intense will cost \$181,542.00. It will also require a retaining wall for a large portion of this project. This estimates are broken out into two separate projects. The North East project will cost \$32,410.78. The South East side will cost \$158,905.83. There will be approximately \$9,000 of overlapping charges. Some other additional safety options are raised pavement markings, bike lanes, island, and crosswalks with a yield line. Al Schmidt stated that Marcus, Ron and he were going to go out to look at the intersection of Cibolo Trails and Trailside. He feels it is a hazardous intersection at night and feels the crosswalks are a good idea. Alderwoman Havard feels that a second sidewalk is not needed and crosswalks would serve the purpose of routing the traffic to one side.

VIII. REPORTS

- A. Finance Officer, Kristin Akers, provided a general fund balance update. She stated GASB 54 requires the city to classify the general fund balance. Last month the audit was approved and the general fund net income was \$873,000 of which \$552,000 was from the sale of the annex building. The total surplus was added to the unassigned fund balance. The \$873,000 was transferred along with an additional \$600,000 to capital assigned. With capital assigned at \$2.2 million with the intent to be used for the Public Safety Building. Once we receive hard numbers we will be bringing this back to council to commit because we cannot commit funds until we know the amount and a contract is signed. The TXDOT project was paid and**

transferred out so now the fund balance is \$4.04 million. Please keep in mind the sidewalk funds of approximately (\$150,000 to \$200,000) have not been taken out of the fund balance.

- B. Interim City Administrator, Marcus Jahns, reviewed his work plan noting the city is recruiting for an HR Specialist and a few Police Officers, the compensation study and handbook are being done by outside companies are estimated to be completed by the May council meeting. The IT support contract become effective April 1st and RRGF is now on campus twice a week. We are continuing to make improvements in the council chambers by adding some additional acoustic panels in the back of the room. We are starting to pull back on funds and will not be addressing any of the other audio visual improvement processes until after the budget. Website improvements are continuing to be made. Capital Fund transfers have already been made. Staff is in the process of discussing capital improvement needs which we will discuss later. The first week in June we are looking at a work session on governance and development with Charlie to discuss Home Rule. We have made a little progress with TEC they had raised some issues with mapping. Lloyd Gosselink, our attorney, provided us with an extension until May 7, 2015. We have reached an informal agreement with Bexar County Fire Marshall to handle our fire inspections and I have asked staff to draft a written agreement. On April 8, 2015 we had a pre-bid conference where we had twelve general contractors who attended. Pape-Dawson has been selected for street infrastructure. There been no change on the status with TCEQ on the as built drawings. The city's contract for solid waste collection is due to expire at the end of September. The contact the Woods at Fair Oaks has with waste management expires August 31, 2015. Staff is looking at extending the contract for one year that way encompass both the current residents and The Woods residents. This contract will also include picking up glass.
- C. Mayor Landman stated that effective April 1, 2015 the Woods at Fair Oaks Ranch was official annexed and all of the effects of that have been moving forward approximately.
- D. Mayor Landman provided an update on the partnership with City of San Antonio and City of Fair Oaks Ranch water study. The completion date has been extended but San Antonio City Council Session B has placed it on their May 28 agenda. So, we hopefully should have received the results by then or they will pull it from their agenda.

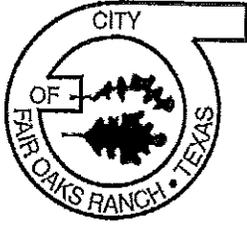
IX. ADJOURNMENT

Mayor Landman adjourned the meeting at 8:11 p.m.

Mayor Cheryl Landman

ATTEST:

City Secretary P. Abrego



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA WORDING: Approval of Resolution amending the authorized representatives for TexPool
START/END DATE: Immediately EXPENSE: None
DEPARTMENT: Administration
PRESENTED BY: Finance Officer

INTRODUCTION/BACKGROUND:

Texpool, the City's investment pool, requires representatives of the City to perform fund transactions, receive confirmations and statements, and to have inquiry rights. With the departure of an employee and movement of other employees, the authorizations need to be updated. Texpool requires an amending Resolution to change authorized representatives.

As wire transfers are time sensitive, it is not recommended a council member or Mayor be an authorized representative, but for staff to be authorized representatives.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

N/A – the amendment is a requirement of Texpool

LONGTERM FINANCIAL & BUDGETARY IMPACT:

None

LEGAL ANALYSIS:

N/A – the amendment is a requirement of Texpool

RECOMMENDATION

Approval of Resolution updating authorized representatives to the city's investment pool

RESOLUTION NO. 2015-03
AMENDING RESOLUTION 2014-10; AMENDING AUTHORIZED REPRESENTATIVES
TO CITY'S INVESTMENT POOL

WHEREAS, the City of Fair Oaks Ranch, Texas, ("City") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and,

WHEREAS, it is in the best interest of the City to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and,

WHEREAS, the Texas Local Government Investment Pool ("TexPool"), a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and,

WHEREAS, TexPool requires a Resolution amending Authorized Representatives; and,

WHEREAS, Sandra Wundt, an Authorized Representative of the City, is no longer an employee of the City of Fair Oaks Ranch.

NOW THEREFORE, be it resolved as follows:

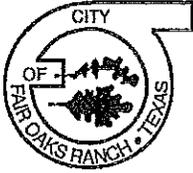
- A. That Kristin Akers, Finance Officer and Priscilla Abrego, City Secretary are authorized representatives of the City and are hereby authorized to transmit funds in TexPool, to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for transaction of local funds.
- B. That Kristin Akers, Finance Officer, hereby has the primary responsibility for performing transactions and receiving confirmations and monthly statements under Texpool's Participation Agreement.
- C. That Carole Vanzant, Deputy City Administrator is an authorized representative of the City and is hereby authorized inquiry rights only and shall not perform transactions.
- D. That the Finance Officer and City Secretary submit necessary paperwork to Texpool to implement said changes.
- E. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the City, and until TexPool receives a copy of any such amendment or revocation.

PASSED and APPROVED by the City Council of the City of Fair Oaks Ranch, Texas on this 21st day of May, 2015

Mayor Cheryl Landman

ATTEST:

City Secretary P. Abrego



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Water Loss Appeal Adjustment Procedure, Ordinance Amendment
START/END DATE: May 21, 2015
DEPARTMENT: Public Works Department
PRESENTED BY: Ron Emmons

INTRODUCTION/BACKGROUND:

A Leak Appeal Ordinance Amendment was adopted at the May 2014 City Council meeting. In order to determine an adjustment to the customer's bill due to a water loss incident, a formula was used to calculate water loss that was based on the customer's historical water usage. Earlier this year, the Fair Oaks Ranch Utilities implemented an Automatic Metering Infrastructure (AMI) system that provides earlier detection of potential water leaks and water loss occurrences. The AMI system records all water usage and can accurately determine real water loss quantities that a customer experiences. A formulized system is no longer necessary since there is digital data and recordation of the actual water use.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Residents benefit from this adjusted policy in that we are now better able to determine actual water loss against water used for normal use. In the past when using historical water use, they may have benefitted with a larger claim or conversely one that insufficiently calculated loss. The formula compared ones water use to the previous year average time-frame. This method does not provide an ability to know actual losses and is based on many variables and assumptions. This historical averaging also did not lend itself at all for a new customer that had no historical data on their water use. Using actual digital recorded data to determine an adjustment to the water bill makes sense and is a fair and equitable way to credit the customer for taking appropriate steps to resolve the water loss incident.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

There is no anticipated impact on the budget. Leak appeals average about one per month since the Leak Appeal Ordinance Amendment update passed at the May 2014 City Council meeting.

LEGAL ANALYSIS:

The attached proposed ordinance modification has been approved to form by the City Attorney.

RECOMMENDATION/PROPOSED MOTION:

I move to approve amending the code of ordinances Chapter 13; Article 13.03; Section 13.03.014 "Water Leak or Excess Consumption; Water Loss Appeal Adjustment Procedure".

ORDINANCE 2015-01

OF THE CITY OF FAIR OAKS RANCH, AMENDING THE CODE OF ORDINANCES CHAPTER 13; ARTICLE 13.03; SECTION 13.03.014 "WATER LEAK OR EXCESS CONSUMPTION; WATER LOSS APPEAL ADJUSTMENT PROCEDURE"; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Fair Oaks Ranch is the owner and operator of the water facilities that serves the citizens of Fair Oaks Ranch; and,

WHEREAS, the Fair Oaks Ranch Utilities Department (FORU) conducts the day-to-day operations and maintenance of the City's water and sewer system; and,

WHEREAS, in efforts to reach the city's water conservation goal of 160 gallons per capita, per day, FORU has installed automatic meters for accurate reporting of water use.

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

SECTION I. Amendment

A. Chapter 13; Article 13.03; Section 13.03.014 (e) is amended as follows:

~~(e) The customer's monthly water bill for the billing period of the water loss incident shall be computed or adjusted as follows: Adjusted monthly water bill = (Historical Consumption + Post-Notice Consumption x Normal Rates) + (Leak Incident Consumption x Minimum Residential per thousand gallon rate)~~ The customer's monthly water bill for the billing period of the water loss incident shall be computed or adjusted using automatic meter infrastructure recorded data.

B. Chapter 13; Article 13.03; Section 13.03.014 (f) is deleted:

~~(f) Definitions. Historical consumption. Prorated consumption for preceding metering period. Leak consumption: Leak Incident Consumption - Historical Consumption. Leak incident consumption. Total consumption between last regular meter reading and notice of leak reading. Post-notice consumption. All consumption after notice of leak reading and next normal meter reading.~~

SECTION III. SEVERABILITY AND EFFECTIVE DATE

If for any reason any section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a Court of competent jurisdiction it shall not affect any other section, paragraph, subsection, clause, phrase, work or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subsection, clause, phrase, work, or provision hereof be given full force and effect for its purpose.

This Ordinance shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this the 21st day of May, 2015

Cheryl Landman, Mayor

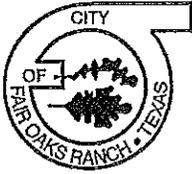
ATTEST:

APPROVED AS TO FORM:

C. Zech

P. Abrego, City Secretary

C. Zech, City Attorney



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Houston-Galveston Area Council Cooperative Purchasing Program
START/END DATE: May 21, 2015
DEPARTMENT: Public Works Department
PRESENTED BY: Ron Emmons

INTRODUCTION/BACKGROUND:

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

The Houston-Galveston Area Council (H-GAC) has a cooperative purchasing program that assists local governments in reducing costs through a government-to-government procurement service that is available nationwide. The HGACBuy program strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals. All contracts available to members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes. Most all municipalities in our area are currently members of HGACBuy.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Joining the HGACBuy program will enable the City to expand its bid circles and obtain multiple competitive proposals from many qualified contractors and vendors throughout the region and state. This will result in better pricing and keep costs down. Staff will save significant time that is normally involved with preparing bid documentation, advertising, handling interested bidders' questions, etc.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

There is no cost to join the HGACBuy cooperative purchasing program.

LEGAL ANALYSIS:

An Interlocal Contract (ILC) will have to be submitted to HGACBuy in order to participate in the program. They require two original copies of the contract sent for their execution, one of which will be returned for our records.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the Mayor to sign the Interlocal Contract for Cooperative Purchasing with the HGACBuy program.



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *The City of Fair Oaks Ranch, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *05/21/2015 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began *10/01/2014 and ends *09/30/2015. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Fair Oaks Ranch

 Name of End User (local government, agency, or non-profit corporation)

* 7286 Dietz Elkhorn

 Mailing Address

* Fair Oaks Ranch	TX	78015
City	State	ZIP Code

*By: _____
 Signature of chief elected or appointed official

* Cheryl Landman, Mayor 05/21/2015

 Typed Name & Title of Signatory Date

Houston-Galveston Area Council
 3555 Timmons Lane, Suite 120, Houston, TX 77027

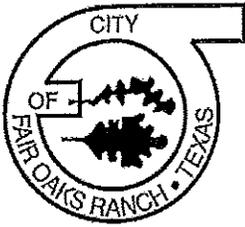
By: _____
 Executive Director

Attest: _____
 Manager

Date: _____

**Denotes required fields*

rev. 03/11



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

TITLE: Election of an Alderman to serve as Mayor Pro Tem or postpone the Election until next regular City Council meeting

START/END DATE: Upon election

EXPENSE: None

DEPARTMENT: City Council

PRESENTED BY: Mayor

INTRODUCTION/BACKGROUND:

Texas Local Government Code - § 22.037...PRESIDENT PRO TEMPORE

(b) At each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year.

(c) If the mayor fails, is unable, or refuses to act, the president pro tempore shall perform the mayor's duties and is entitled to receive the fees and compensation prescribed for the mayor.

(d) If the mayor and the president pro tempore are absent, any alderman may be appointed to preside at the meeting.

Alderman Schmidt will not be attending the May 21st Council meeting and has requested he be in attendance when the election takes place. City Attorney has opined that the phrase "or as soon as practicable" contemplates the election of the Mayor Pro Tem at a meeting other than the first meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

N/A

LONGTERM FINANCIAL IMPACT & BUDGETARY IMPACT

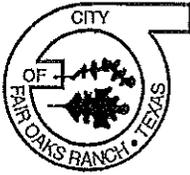
None as Mayor Pro Tem is not compensated.

LEGAL ANALYSIS:

See Introduction/Background above

RECOMMENDATIONS:

N/A



CITY COUNCIL CONSIDERATION ITEM CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Second Amended Agreement for Solid Waste Service Collection with Republic Services

START/END DATE: October 1, 2015-September 30, 2016

DEPARTMENT: Administration

PRESENTED BY: Interim City Administrator

INTRODUCTION/BACKGROUND:

The City's first amended Agreement with Republic Services expires September 30, 2015 and provides for a five (5) year renewal option upon mutual agreement. As a due diligence to the customers, the Mayor and Interim City Administrator believe the City should extend the solid waste services for one year and plan to go out for bids next year. This will provide the time to incorporate The Woods of Fair Oaks Ranch into our contract, to prepare an accurate bid proposal, and to perform the bid process when the permanent City Administrator is on staff.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The one-year option includes the following provisions:

1. No cost increase in monthly rate
2. Glass in weekly recycling pickup
3. Includes servicing the Woods of Fair Oaks Ranch which is currently served by Waste Management

LONGTERM FINANCIAL & BUDGETARY IMPACT:

None – service is paid by the customers

LEGAL ANALYSIS:

City Attorney drafted Amended Agreement

RECOMMENDATION/PROPOSED MOTION:

Recommend a one-year extension. *Proposed Motion: I move to authorize the Mayor to sign a one-year extension agreement for solid waste collection services with Republic Services starting October 1, 2015.*

SECOND AMENDED AGREEMENT FOR SOLID WASTE COLLECTION SERVICES BETWEEN THE CITY OF FAIR OAKS RANCH AND REPUBLIC SERVICES DBA ALLIED WASTE SERVICES AND DBA BFI WASTE SERVICES

This Second Amended Agreement for Solid Waste Collection Services Between the City of Fair Oaks Ranch and Republic Services dba Allied Waste Services and dba BFI Waste Services is made and entered into by the City of Fair Oaks Ranch ("City") and Republic Services dba Allied Waste Services and dba BFI Waste Services ("Contractor").

RECITALS

WHEREAS, the City entered into a five (5) year agreement ("Agreement") with BFI Waste Service on June 8th, 2005 for residential collection, removal and disposal of solid waste and recycling; and,

WHEREAS, the City entered into a second five (5) year agreement ("First Amended Agreement") with BFI Waste Services on August 19, 2010 for residential collection, removal and disposal of solid waste and recycling; and,

WHEREAS, the First Amended Agreement between the City and the Contractor expires on September 30, 2015 and has a five (5) year renewal option upon mutual agreement of both parties; and,

WHEREAS, the City has determined that a one-year extension of the Agreement is in the best interest of the residents of Fair Oaks Ranch; and,

WHEREAS, the Contractor has determined that it is in their interest to continue providing services for an additional one year.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained or referred to herein, the receipt and sufficiency of which is hereby acknowledged by the City and the Contractor, the parties hereto agree as follows:

A. Amendment to Agreement:

1. The Agreement is extended for an additional one year expiring September 30, 2016 under the conditions of the Agreement dated June 8, 2005 with the summary of services described in Attachment II of said contract.
2. The monthly rate for the service will be \$27.00 which includes a 3% franchise fee, recycling of glass, and bulk and brush items being hauled to the land fill twice a year.
3. If a staging area for the twice a year bulk/brush pick up is located in Fair Oaks Ranch then the monthly fee will be adjusted.

- B. Incorporation of Provisions of Agreement. All terms of the Agreement and First Amended Agreement not expressly amended herein shall remain in full force and effect and shall apply to this Amendment.

City of Fair Oaks Ranch, Texas

Contractor

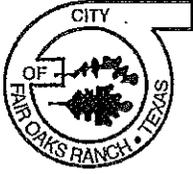
By: _____
Mayor

By: _____
Title:

Address: _____

Date: _____

Date: _____



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Roadway Reconstruction Engineer Recommendation
START/END DATE: May 21, 2015
DEPARTMENT: Public Works Department
PRESENTED BY: Ron Emmons

INTRODUCTION/BACKGROUND:

On November 4, 2014, Fair Oaks Ranch residents approved general obligation bonds of a not to exceed amount of \$7,000,000 for making public improvements to roads and drainage. The bond allows "public purposes, to wit: designing, acquiring, constructing, renovating, improving, and equipping City street, curb, sidewalk, and gutter improvements, demolition, repair, and rebuilding existing streets, completing necessary or incidental utility relocation and drainage in connection with the foregoing and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and the levying of a tax in payment thereof." In addition to the proposed road and drainage work, there are some waterlines installation and improvements necessary. Therefore, while the road work is being performed, waterline work will be completed in conjunction to minimize overall disruption to residents.

To begin the process for making these public improvements, City staff issued on January 23, 2015 a Request for Qualifications (RFQ) from interested qualified Consulting Professional Engineering firms to prepare construction documents for the nearly 9 miles of proposed reconstruction roads and make some waterline improvements and installations. In the Government Code Chapter 2254, when procuring engineering services, a government entity shall first select the most highly qualified provider of those services on the basis of demonstrated competence and qualification; and then attempt to negotiate with that provider a contract at a fair and reasonable price. On February 18, 2015, there were a total of eight engineering firms that submitted their Statements of Qualifications (SOQ) for consideration.

The selection committee, which consisted of two City staff and three longtime Fair Oaks Ranch residents, reviewed all SOQ to determine which firms would be best qualified for the Roadway Reconstruction project. All firms were individually ranked by each committee member, and then those rankings were compiled for an aggregate rank of firms. There were three firms that were equally qualified at the top; therefore, the committee requested that each firm make a formal presentation on their qualification proposal and be available to answer questions from the committee. The presentations and interviews were held on April 9, 2015. Upon completion of the consultant interviews, the selection committee agreed that Pape-Dawson Engineers was the most qualified firm for the Roadway Reconstruction Project.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

This work is directly related to the approved \$7,000,000 bond approved by residents at the November 4, 2014 election. The bond is specifically for improving existing streets and drainage throughout the City. Residents will see their funding directly at work in improved roads for areas that have deteriorated through natural wear and age of infrastructure. Alongside the road work, waterlines will be added in areas as identified in the Capital Improvement Plan. There will also be waterlines placed in strategic

locations for potential future interconnects with the San Antonio Water System. An improved infrastructure is also proposed for one waterline that has had multiple breaks throughout the last several years, which causes major disruption to customers.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Once the selection team determined the most qualified firm for completing the design and related construction phase services for the Roadway Reconstruction Project, City staff began work with Pape-Dawson staff to develop a Scope of Services. Once the Scope of Services was completed, a fee was established to complete the design and construction phase services. See attached Standard Professional Services Agreement for details regarding the Scope of Services and Fee. Note that the approved bond only allows engineering services for the road and drainage portion of the work. All proposed waterline work, that is to be done in conjunction with the roadway reconstruction, will be paid out of the Enterprise Fund (Utility). The recommended motion clearly differentiates fees that will be paid by the bond and fees from the Enterprise Fund.

LEGAL ANALYSIS:

None.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the Mayor to sign the Standard Professional Services Agreement with Pape-Dawson Engineers for the Roadway Reconstruction Project at a total not-to-exceed amount of \$1,040,885 for the road and drainage consulting services and a total not-to-exceed amount of \$278,725 for the waterline 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 _____ ("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 of the level of professional quality performed by Professionals regularly rendering this type of service.

(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 as required herein throughout the term of this Agreement.

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 "D".

Section 7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses

other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional agrees to indemnify and hold the City of Fair Oaks Ranch, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.

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

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

Section 12. Severability. If any term or provision of this Agreement is held to be illegal,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

PROFESSIONAL:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY

PROFESSIONAL

City of Fair Oaks Ranch
Attn: Mayor
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

with a copy to:

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

EXHIBIT "A"

**Fair Oaks Ranch
Roadway Reconstruction and Water System Improvements**

SCOPE OF SERVICES

PROJECT DESCRIPTION

The work to be performed under the Agreement shall consist of providing Survey and engineering services required for the Preliminary Engineering Report, Design, Bid and Construction Phase of the Fair Oaks Ranch project.

The project is located in the City of Fair Oaks Ranch which spans across three counties, Bexar, Comal and Kendall. The project consists of Road Resurfacing, Reclamation and Reconstruction. A Supplemental Pavement Assessment Report will be developed for various roads around the city; the findings of the Report will help define which roads are in need of Resurfacing, Reclamation or Reconstruction. A drainage component will also be part of the scope and will consist of upgrading and/or upsizing damaged and/or under sized culvert structures along Fair Oaks Parkway and Dietz Elkhorn Road. The Meadow Creek Trail Low water crossing structure may be upgraded to meet current design standards. Local drainage alternatives and design will be developed for the area between Fair Oaks Parkway and the Fountains Subdivision. In addition, several areas along Fair Oaks Parkway and Dietz Elkhorn Road have been noted for scour protection.

Various Sub consultants will handle different major tasks throughout the Preliminary Engineering Report and Design Phase. Those sub-consultants and associates tasks are:

- Raba Kistner Consultants: Geotech
 - Update the Pavement Evaluation and Rehabilitation Report, develop most cost effective alternatives for Pavement Design
 - Pavement Design based on existing roadway conditions (core samples and testing) and Roadway Classification (City of San Antonio Unified Development Code).
- Laura Raun Public Relations: Public Involvement
 - Develop Public Outreach through Public Media
 - Develop Webpage depicting all items associated with project development and progress
 - Assist in organizing preparing and executing Public Meetings and Open Houses for the project
- Cobb Fendley & Associates, Inc: Subsurface Engineering (SUE)
 - Obtain all necessary SUE data through field work, research and coordination for levels up to Level A.

A Preliminary Engineering Report (PER) phase will be developed to assess the current pavement conditions for various roads and to establish the best cost effective alternative approach for all

flood/drainage related issues. The Supplemental Pavement Assessment is an update of the Pavement Evaluation and Rehabilitation Recommendations for the City of Fair Oaks Ranch, Texas developed by HVJ in 2010. Options for improvements at the Fountains Subdivisions may include channelization (ditches), underground storm sewer installation, voluntary and/or involuntary real estate acquisitions, and roadway reconstruction. At the Meadow Creek Trail low water crossing, storm runoff currently flows over the road with a 2-year flood. Multiple options will be developed during the PER phase, each one will convey either the 25-year or the 100-year storms.

A) Project Initiation – This task shall consist of project initiation activities.

1. Project Initiation -- Prior to kick-off meeting, Pape-Dawson Engineers (“Professional”) shall designate, in writing, one Registered Professional Engineer licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing, with the City of Fair Oaks Ranch. Pape-Dawson Engineers shall not replace the designated Project Manager without the written approval of the City of Fair Oaks Ranch.

B) Project Schedule

1. Project Schedule -- Pape-Dawson Engineers shall submit an approved Program format Project Schedule within 10 calendar days after the kick-off meeting.

C) Invoice Submittals and Progress Reports – Pape-Dawson Engineers shall submit to the City of Fair Oaks Ranch its invoices of services completed and compensation due, arranged by tasks.

1. The invoice submittal shall be submitted to the Public Works Department by the 1st day of each month will include the following:
 - a) Invoice – The budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts.
 - b) Project Schedule Updates – An updated Project Schedule and related documents.
 - c) Progress Reports – A monthly report of the status of work performed through the end of the month. Pape-Dawson Engineers shall summarize decisions or agreements made, and shall outline unresolved or pending issues requiring the City’s involvement.

D) Progress Reports, and Progress Meetings

1. Kick-off and Progress Meetings – Pape-Dawson Engineers shall meet with the City of Fair Oaks Ranch Public Works Department as often as necessary. Progress Meetings shall be coordinated to take place at completion or near completion of major scheduled milestones. Pape-Dawson Engineers shall prepare an agenda and will be submitted 24-hours before the meeting. Pape-Dawson Engineers shall prepare and

distribute meeting minutes within three (3) working days of a meeting.

I. PRELIMINARY ENGINEERING REPORT PHASE ENGINEERING SERVICES

A. General Project Design Parameters and Criteria

1. The design standards to be used shall include but not be limited to TXDOT Roadway Design Manual, the City of San Antonio Unified Development Code, City of San Antonio Transportation and Capital Improvements (TCI) Design Guidance Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), AASHTO Guidelines for Geometric Design of Very Low-Volume Roads ($ADT \leq 400$), AASHTO LRFD Bridge Design Specifications, AASHTO Guide for the Development of Bicycle Facilities, Texas Manual on Uniform Traffic Control Devices (TMUTCD), ADA Accessibility Guidelines, San Antonio River Basin Regional Modeling Standards for Hydrology and Hydraulic Models, City of Fair Oaks Ranch Drainage Ordinance, Bexar County Technical Memorandum IDF Curves, and the Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost effective design.
2. The minimum drawing standards to be used for construction document preparation include but are not limited to the following:
 - a. The Project shall follow the City of San Antonio Transportation and Capital Improvements (TCI) Design Guidance Manual.
 - i. 11x 17 Plan Sheets
 - ii. Typical Scale to be set at 1" = 40'
 - iii. Roadway Plan (Plan View only) Sheets will be developed for Full Depth Reclamation and Mill and Overlay Sheets
 - iv. All drawing files to be developed in AutoCAD 2015.
 - v. The Opinion of Probable Construction Cost estimate shall be based on the latest unit prices in Bexar County for similar work and include adjustments to reflect the ease or difficulty of constructing the Project.
 - vi. A maximum of three site visit(s) shall be conducted in order to evaluate the project area conditions, take photographs of the area, and assess adjacent land use characteristics.

B. Utility Coordination

1. Pape-Dawson Engineers will serve as the central point of information sharing and communication between City of Fair Oaks Ranch and Utility Companies.

2. Pape-Dawson Engineers shall coordinate with each of the Utility Company Coordinators throughout the Preliminary Engineering Report Phase. Unless directed otherwise, a representative of the City of Fair Oaks Ranch Public Works Department shall be present at all meetings with the Utility Companies. Pape-Dawson Engineers shall deliver to each of the Utility Companies, a CD with pdf and electronic files (or other submittal requirements as dictated by the Utility Company) of each Project Submittal for their review and comments. *(Including but not limited to the following Utility Co's: City of Fair Oaks Water and Wastewater Department, CPS Electric, CPS Gas, and Telecommunication [AT&T {local, Metro, and long distance}, Time Warner], Pipelines, GVTC, Pedernales Electric Cooperative (PED), SAWS, Grey Forest Utilities, etc.)*
3. Pape-Dawson Engineers to identify all existing utility infrastructures within the proposed project alignments of the project where excavation is to occur.
4. Pape-Dawson Engineers to identify proposed or planned utility projects within the project limits in areas of excavation.
5. Pape-Dawson Engineers shall compile, maintain, and update a Utility Conflict Log to include phone logs and all correspondence with all utility owners. Provide the most current copy of the conflict list to the City and Utility Companies at each progress meeting and milestone submittal, and coordinate with utility companies to resolve conflicts. The Utility Conflict Log should include the following information:
 - a. Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;
 - b. Location of conflict, identified by station and offset;
 - c. Type of facility;
 - d. Expected clearance date;
 - e. Status;
 - f. Effect on construction; and
 - g. Type of adjustment required.
6. Pape-Dawson Engineers shall create an existing utility exhibit clearly reflecting existing utility locations, type of facility, and potential conflicts.
7. Pape-Dawson Engineers will review preliminary project plans to identify utility conflicts early in the planning process. Work with the City of Fair Oaks Ranch and the utility companies to resolve any identified conflicts.
8. Pape-Dawson Engineers will work with utility companies to eliminate or minimize impacts to the utility companies' designs, construction, schedules and costs.

9. Pape-Dawson Engineers will provide a report at the end of each design phase as to the utility coordination efforts and will identify all issues or concerns.

C. Sub Surface Utility Engineering (SUE) Services

1. For all Subsurface Utility Engineering (SUE) services refer to Cobb, Fendley and Associates Scope of Services, dated 05/08/15. Reference Attachment A, for all locations listed in Cobb, Fendley and Associates Scope of Services.

Note: Level A Sub surface Engineering to be excluded from the PER phase.

D. Surveying Services

1. **ROE Agreements** – Obtain Right-of-Entry agreements. Prepare Right of Entry agreements to adjacent landowners, obtain City of Fair Oaks Ranch signature on Right-of-Entry agreements, and coordinate with landowners as required to acquire approval of Right-of-Entry agreements for field work outside of the existing public Rights-of-Way. The City of Fair Oaks Ranch will provide the outline of the agreement. Pape-Dawson Engineers will submit agreements to the City for signature and the Pape-Dawson Engineers will mail and track receipt of executed agreements.
2. **Survey** – Pape-Dawson Engineers shall utilize the services of a Registered Professional Land Surveyor to perform field surveys. All surveys if used shall comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and shall be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor.
3. The Surveyor shall establish necessary monumentation and benchmarks.
4. The following areas (approximate 25' x 25' grids) are to be surveyed for pavement spot elevations, edge of pavement, road crown, traffic striping, drainage appurtenances (headwalls, pipe inverts, ditch inverts, concrete channels, bank areas, scoured areas, top of manholes, manhole measured downs, etc), trees (diameters), water valves, pumps, concrete slabs, top of storm sewer/sanitary manholes, measured downs (if unlocked), top of retaining walls, grade at base of walls, driveways, overhead electrical, electrical boxes, handicap ramps, face of curb, back of curb, medians, fences, etc. All of this survey to be done by GPS:
 - a. Low Water crossing area located approximately at 740' northwest of the Northbound IH 10 Frontage Road on Fair Oaks Parkway.
 - b. Culvert Structure located adjacent to the south of the Windermere/Fair Oaks Parkway intersection.

- c. Culvert Structure located at the intersection of Fair Oaks Parkway and Dietz Elkhorn Road.
- d. Culvert Structure located at 650 feet west of the intersection of Fair Oaks Parkway and Dietz Elkhorn Road.
- e. Low Water Crossing Culvert Structure located on Meadow Creek Trail, 850 feet west of FM 3351.

Note: Reference Attachment D (included with Scope) for the locations described above.

- 5. The following areas (approximate 100'x 100' grids) are to be surveyed for pavement spot elevations, edge of pavement, road crown, traffic striping, drainage appurtenances (headwalls, pipe inverts, ditch inverts, concrete channels, bank areas, scoured areas, top of manholes, manhole measured downs, etc.), trees (diameters), water valves, pumps, concrete slabs, top of storm sewer/sanitary manholes, measured downs (if unlocked), top of retaining walls, grade at base of walls, driveways, overhead electrical, electrical boxes, handicap ramps, face of curb, back of curb, medians, fences, mailboxes, etc.:
 - a. Survey along Fair Oaks Parkway from IH 10 to Dietz Elkhorn within the 86' ROW for approximately 1600 LF.
 - b. Survey along Dietz Elkhorn from the 3-pipe culvert, 2000' East of Noble Lark to Windermere within the 60' ROW for approximately 4300 LF.
 - c. Survey along Rolling Acres Trail from the North intersection of Scarteen and Rolling Acres Trail to the South intersection of Scarteen and Rolling Acres Trail within the 60' ROW for approximately 2300 LF.
 - d. Survey along Scarteen from Wembley to Rolling Acres Trail within the 60' ROW for approximately 1350 LF.
 - e. Survey along Silver Spur Trail from Rolling Acres Trail to Venturer Ln within the 60' ROW for approximately 2355 LF.
 - f. Survey along Intrepid Dr. from Silver Spurs to Robin Dale within the 60' ROW for approximately 1960 LF.
 - g. Survey along Meadow Creek Trail from Rolling Acres Trail to Ralph Fair Rd within the 50' ROW for approximately 6000 LF.

Note: Reference Attachment D (included with Scope) for the locations described above.

E. Geotechnical Services

- 1. For all Geotechnical Engineering, testing, permitting, pavement design services refer to Raba, Kistner Consultants, Inc Scope of Services dated 05/07/15.

F. Pavement Design – Alternative Development and Benefit Cost Analysis

1. Coordinate Pavement Design findings with Raba, Kistner Consultants.
2. Assist in developing Pavement Design Alternatives.
3. Evaluate Alternatives for Benefit Cost ratio analysis to determine the most cost effective solution for each segment of road; i.e pavement fabric, full depth Reclamation, mill and overlay.

G. Conduct a Drainage analysis for the PER Report.

1. The Culverts Structures to be analyzed are listed below; any existing structural failure of these culverts will be analyzed and recommendations will be given :
 - a. Low Water crossing located approximately at 740' northeast of the Northbound IH 10 Frontage Road on Fair Oaks Parkway.
 - b. Multiple Culvert Structures located adjacent to the south of the Windermere/Fair Oaks Parkway intersection.
 - c. Culvert Structure located at the intersection of Fair Oaks Parkway and Dietz Elkhorn Road.
 - d. Culvert Structure located at 650 feet west of the intersection of Fair Oaks Parkway and Dietz Elkhorn Road.
 - e. Low Water Crossing Culvert Structure located on Meadow Creek Trail, 850 feet west of FM 3351.
2. The Headwall Structures to repair or replace are:
 - a. Headwall structure located Low Water crossing located approximately at 740' northeast of the Northbound IH 10 Frontage Road on Fair Oaks Parkway.
 - b. Headwalls located west of the Kalkallo Dr and Fair Oaks Parkway intersection.
 - c. Headwalls located 230 feet east of the Triple Crown and Fair Oaks Parkway intersection.
 - d. Headwalls located at the Whirlaway Cir and Fair Oaks Parkway intersection.
 - e. Headwalls located at the Noble Lark Dr and Fair Oaks Parkway intersection.
 - f. Headwalls located on the southbound side of the Widermere Dr and Fair Oaks Parkway intersection.
 - g. Headwalls at the Dietz Elkhorn and Fair Oaks Parkway intersection.
 - h. Low Water Crossing Headwalls located on Meadow Creek Trail, 850 feet west of FM 3351.
3. Develop viable alternative drainage options for The Fountains subdivision:
 - a. Develop Hydrology model for the area draining across Fair Oaks Parkway towards the Fountains Subdivision.

- b. Develop alternatives for redirecting the runoff sheet flowing towards The Fountains Subdivision.

H. Waterline evaluation

1. Lead discussions between the City of Fair Oaks Ranch and the San Antonio Water System with potential future interconnects at Fair Oaks Parkway (alternately near Plant No. 4) and Dietz Elkhorn.
2. Examine potential alternative interconnects and develop strategy for best value for the City:
 - i. Fair Oaks Parkway at IH-10 near the Front Gate neighborhood.
 - ii. Plant No. 4 off of Old Fredericksburg Road. Some factors would include upgrading the plant to treat existing groundwater (disinfection).
 - iii. Dietz Elkhorn at the western boundary of existing City limits.
3. Determine preliminary alignment for new water lines:
 - a. Meadow Creek Trail (New) – Approximately 9,600 lineal feet of water line. Line extends from FM 3351, along Meadow Creek Tr, Rolling Acres Tr and Amman Rd to the north.
 - b. Fair Oaks Pkwy (New) – Approximately 4,400 lineal feet of water line. Line extends from east of the NB IH 10 Frontage Rd to Triple Crown.
 - c. Silver Spur Trail/Intrepid Dr (New) – Approximately 4,900 lineal feet of water line. Existing water line to be abandoned and proposed water line to be installed parallel of abandoned line. It extends from the Intrepid/Robin Dale Dr intersection to the Northwest, along Intrepid, Firebird and Silver Spur Trail.
 - d. Dietz Elkhorn (Existing to be replaced) – Approximately 1,300 lineal feet of water line. Line extends from Noll Rd, 1,300 feet to east.

I. Specific Project Design Parameters and Criteria

1. Identify permit limitations for each design option, as well as determine permit requirements for the chosen design option for future submittal. Typical permits may include, but are not limited to, TDLR, USACE NW or 404, County or City Floodplain Development, ROW, Tree, etc.
2. The Pavement Evaluation Report shall meet the criteria requirements on roadway classification and loading as per the following:
 - a. City of San Antonio Unified Development Code
 - b. Existing Street Ordinance of the City of Fair Oaks Ranch
3. The hydrologic and hydraulic analyses shall use the City of Fair Oaks Ranch existing drainage ordinance at the time of the Notice to Proceed, the San Antonio

Unified Development Code, the San Antonio River Basin Regional Modeling Standards for Hydrology and Hydraulic Modeling, The TxDOT Hydraulic Manual unless directed otherwise by the City.

J. Prepare a Preliminary Engineering Report.

The Preliminary Engineering Report shall contain the following:

1. Executive Summary
2. Introduction
3. Pavement Evaluation Report with updated PCI
4. Pavement Analysis/Design section
5. Summary of conducted survey. Include an exhibit reflecting surveyed areas. Define project control and benchmarks.
6. Section describing the Hydrology/Hydraulic methodology and analysis; Hydraulic alternatives for The Fountains subdivision and viable, practical LID features to potentially utilize within the area of The Fountains subdivision.
7. Preliminary Construction Phasing and traffic control.
8. Benefit/Cost analysis.
9. Recommendations/Findings section.

K. Conduct a Progress Meeting with the City of Fair Oaks Ranch

1. Progress Meeting to discuss Cost/Benefit, Findings and Recommendations with the City of Fair Oaks Ranch Public Works Director and staff.
2. Present Alternatives, Findings and Recommendations to City Council.
 - a. Discuss Pavement/Road Rehab Alternatives and which alternatives bring the most value to the project. Roadway/Pavement Design Alternatives to discuss would be items such as:
 - i. Strategic locations to utilize Pavement Fabric
 - ii. Roads that might need FDR as opposed to M&O or vice versa; roadways where rehab is not necessary
 - iii. Strategic locations to utilize Ribbon/Flush Curbs
 - iv. Roadway alternatives for Meadow Creek Trail

- b. Discuss Drainage alternatives for the Fountains Subdivision
- c. Discuss Drainage/Scouring findings and solutions for all culvert structures
- d. Discuss Waterline Evaluation (Findings)

L. Workshop/Public Involvement

- 1. Public Meeting – A Public Meeting/Workshop will be coordinated and held after the PER findings have been approved by the City of Fair Oaks Ranch City Council. Pape-Dawson Engineers shall assist the City of Fair Oaks Ranch in presenting those findings to property owners and stake holders.
- 2. Laura Raun Public Relations (SUBCONSULTANT) shall also assist the City of Fair Oaks Ranch with the workshop and additional items. Refer to Laura Raun Public Relations proposal, dated 05/01/15, for the scope.

II. DESIGN PHASE ENGINEERING SERVICES

A. Utility Coordination (Continuation from the PER)

- 1. Pape-Dawson Engineers will serve as the central point of information sharing and communication between City of Fair Oaks Ranch Public Works Department and Utility Companies.
- 2. Pape-Dawson Engineers shall coordinate with each of the Utility Company Coordinators throughout the Preliminary Engineering Report Phase. Unless directed otherwise, a representative of the City of Fair Oaks Ranch Public Works Department shall be present at all meetings with the Utility Companies. Pape-Dawson Engineers shall deliver to each of the Utility Companies, a CD with pdf and electronic files (or other submittal requirements as dictated by the Utility Company) of each Project Submittal for their review and comments. *(Including but not limited to the following Utility Co's: City of Fair Oaks Water and Wastewater Department, CPS Electric, CPS Gas, and Telecommunication [AT&T {local, Metro, and long distance}, Time Warner], Pipelines, GVTC, Pedernales Electric Cooperative (PED), SAWS, Grey Forest Utilities, etc.)*
- 3. Pape-Dawson Engineers to identify all existing utility infrastructures within the proposed project alignments of the project.
- 4. Pape-Dawson Engineers to identify proposed or planned utility projects within the project limits.
- 5. Pape-Dawson Engineers shall compile, maintain, and update a Utility Conflict Log to include phone logs and all correspondence with all utility owners. Provide

the most current copy of the conflict list to the City of Fair Oaks Ranch at each progress meeting and milestone submittal, and coordinate with utility companies to resolve conflicts. The Utility Conflict Log should include the following information:

- a. Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;
 - b. Location of conflict, identified by station and offset;
 - c. Type of facility;
 - d. Expected clearance date;
 - e. Status;
 - f. Effect on construction; and
 - g. Type of adjustment required.
6. Pape-Dawson Engineers shall create an existing utility exhibit clearly reflecting existing utility locations, type of facility, and potential conflicts.
 7. Pape-Dawson Engineers will review project plans to identify utility conflicts early in the planning process and work with utility companies to resolve any identified conflicts.
 8. Pape-Dawson Engineers will work with utility companies to eliminate or minimize impacts to the utility company's designs, construction, schedules and costs.
 9. Pape-Dawson Engineers will provide a report at the end of each design phase as to the utility coordination efforts and will identify all issues or concerns.

B. Sub Surface Utility Engineering (SUE) Services (Continuation from the PER)

1. For all Subsurface Utility Engineering (SUE) services refer to Cobb, Fendley and Associates Scope of Services, dated 05/05/15. Reference Attachment D, for all locations listed in Cobb, Fendley and Associates Scope of Services.

Note: There is no additional Level B analysis to be performed during the Design Phase.

C. Coordination with Texas Department of Transportation (TxDOT)

1. Within the Design Phase and in the initial stages of the 40% Design (see below), there needs to be coordination set forth with TxDOT. This coordination effort involves the Pavement Design to take place on Fair Oaks Parkway and the IH 10 Westbound intersection. The items involved in coordination are:

- a. Two meetings – First meeting to discuss approach, goals, scope, etc. Second meeting to discuss progress on project.
- b. Submittals/Deliverables – A deliverable, most likely either an electronic file of a milestone submittal plan set (to only include area adjacent to TxDOT's facility) or a Technical Memorandum depicting approach, analysis and design along with Attachments and Exhibits.

D. Water line replacements (to be invoiced separately under its own job number)

1. The following are proposed replacements or new water lines to be completed:
 - a. Meadow Creek Trail (New) – Approximately 9,600 lineal feet of water line. Line extends from FM 3351, along Meadow Creek Tr, Rolling Acres Tr and Amman Rd to the north.
 - b. Fair Oaks Pkwy (New) – Approximately 4,400 lineal feet of water line. Line extends from east of the NB IH 10 Frontage Rd to Triple Crown.
 - c. Silver Spur Trail/Intrepid Dr (New) – Approximately 4,900 lineal feet of water line. Existing water line to be abandoned and proposed water line to be installed parallel of abandoned line. It extends from the Intrepid/Robin Dale Dr intersection to the Northwest, along Intrepid, Firebird and Silver Spur Trail.
 - d. Dietz Elkhorn (Existing to be replaced) – Approximately 1,300 lineal feet of water line. Line extends from Noll Rd, 1,300 feet to east.
2. A set of sheets will be developed reflecting the replacements and new lines listed above (See item D.1.a.K below).

E. Project Submittals

1. **40% Submittal Package**
 - a. Prepare a 40% Plan set
 - A. Cover Sheet
 - B. Sheet Index
 - C. Project Layout Sheets
 - D. Survey Control Sheets
 - E. Quantity Summaries
 - F. Preliminary Construction Sequence/Traffic Control Plans/Detour Route Plans
 - G. Typical Roadway Sections (existing & proposed)
 - H. Roadway Plan sheets
 - I. Drainage Area Sheets
 - J. The Fountains Subdivision Drainage Design Sheets
 - K. Water Line Replacement sheets

- L. Culvert Plan and Profile Sheets
 - M. Scour Mitigation Sheets
 - N. Opinion of Probable Construction Costs
 - O. QA/QC Certification Form
 - P. Outline of proposed Specifications
 - Q. Initiate front end document review and modifications
- b. Furnish City of Fair Oaks Ranch with two (2) paper copies and one (1) CD with Adobe Acrobat PDF copies of the 40% Submittal Package.
 - c. Deliver all electronic files (models, spreadsheets, shapefiles, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.
 - d. Within twenty-one (21) calendar days of the submittal, Pape-Dawson Engineers shall meet with the City of Fair Oaks Ranch (40% Design Review Meeting) to discuss the submittal package. Approval of the submittal package shall be required prior to continuing with the detailed design.

2. 70% Submittal Package

- a. Submittal package shall contain/include but not be limited to at a minimum a written response to the City of Fair Oaks Ranch 40% review comments and the following documents:
 - A. Cover Sheet
 - B. Sheet Index
 - C. General Notes and Construction Notes
 - D. Project Layout Sheets
 - E. Survey Control Sheets
 - F. Quantity Summaries
 - G. Construction Sequence/Traffic Control Plans/Detour Route Plans
 - H. Typical Sections
 - I. Roadway Plan sheets
 - J. Drainage Area Sheets
 - K. The Fountains Subdivision Drainage Design Sheets
 - L. Water System Improvements
 - M. Culvert Plan and Profile Sheets
 - N. Scour Mitigation Sheets
 - O. Existing Utility Plan Sheets
 - P. Permanent Pavement Markings and Sign Drawings
 - Q. Storm Water Pollution Prevention Plan & Narrative
 - R. Tree Preservation Plan (if applicable)

- S. Cross-Sections and Driveway Layouts
 - T. All Standard and Project specific details
 - U. Opinion of Probable Construction Cost
 - V. QA/QC Certification Form
 - W. 40% Submittal Review Record spreadsheet reflecting all comments addressed and modified as needed
 - X. Key Specifications for review
 - Y. Fine Tune front end documents
- b. Furnish City of Fair Oaks Ranch with two (2) paper copies and one (1) CD with Adobe Acrobat PDF copies of the 70% Submittal Package.
 - c. Deliver all electronic files (models, spreadsheets, shapefiles, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.
 - d. Within twenty-one (21) calendar days of the submittal, Pape-Dawson Engineers shall meet with the City of Fair Oaks Ranch (70% Design Review Meeting) to discuss the submittal package. Approval of the submittal package shall be required prior to continuing with the detailed design.

3. 95% Submittal Package

- a. Submittal shall include a written response to City of Fair Oaks Ranch 70% review comments and the following additional documents:
 - A. Opinion of Probable Construction Cost
 - B. QA/QC Certification Form
 - C. 70% Submittal Review Record spreadsheet reflecting all comments addressed and modified as needed
- b. Furnish City of Fair Oaks Ranch with two (2) paper copies and one (1) CD with Adobe Acrobat PDF copies of the 95% Submittal Package.
- c. Deliver all electronic files (models, spreadsheets, shapefiles, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.
- d. Within fourteen (14) calendar days of the submittal, Pape-Dawson Engineers shall meet with the City of Fair Oaks Ranch (95% Design Review Meeting) to discuss the submittal package. Approval of the submittal package shall be required prior to continuing with the detailed design.

4. Final Submittal Package

- a. Submit 100% signed and sealed design original documents (Bid-ready Drawings and Specifications), Final Front End Documents (Specifications/Bid Form), and Opinion of Probable Construction Cost estimate (excluding land costs) along with the reviewed Pre-Final drawings, specifications, and Opinion of Probable Construction Cost (if necessary). Pape-Dawson Engineers shall also submit an approximated construction schedule and an estimate of construction duration. Plans shall be submitted with the QA/QC Certification Form.
- b. Furnish as a part of Pape-Dawson Engineers basic fee not more than five (5) paper sets of bidding documents and not more than five CDs each with an Adobe Acrobat PDF copy of the bidding documents. CDs shall be separate from the paper set of the bidding documents. Bidding documents shall include but are not limited to the following:
 - A. Plan Set
 - B. Front End Documents and Specifications
 - C. Geotech Study
 - D. Other project-related documents
- c. Deliver an Adobe Acrobat PDF copy of the bidding documents and all electronic files (models, spreadsheets, shapefiles, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

E. Conduct a Progress Meeting with the City of Fair Oaks Ranch

1. For every milestone submittal Pape-Dawson Engineers will meet with the City of Fair Oaks Ranch Staff to discuss Project Progress and goals.
 - a) There will be a minimum of 4 meetings (PER, 40%, 70%, 95%).

F. Supplemental Items

1. As a continuation of the Preliminary Engineering Report phase Public Involvement/Outreach efforts, items not yet known will be included as part of the Scope of Services. Those items will include but are not limited to the following:
 - a) Meetings (Council/Public/Contractor)
 - b) Webpage Development
 - c) Social Media

Note: Near completion of the Preliminary Engineering Phase, Public Relations

Subconsultant Laura Raun will meet with the Council members to present the Public Outreach items needed for progressing into the Design Phase of the project. Funding will be set aside to cover these items.

G. Exclusionary items on this Scope of Services

1. There shall not be any CLOMRs or LOMRs affiliated with this scope.
2. Any roadway/pavement design not described within this scope will be supplemental as Additional Services and a separate Scope of Services.
3. Any drainage structure design not described within this scope will be supplemental as Additional Services and a separate Scope of Services.
4. Any water/waste water adjustment not described within this scope will be supplemental as Additional Services and a separate Scope of Services

H. Bid Phase Services

1. Pape-Dawson Engineers shall attend the Pre-Bid Conference with City of Fair Oaks Ranch representatives and prospective bidders, prepare a sign-in sheet, and Pre-Bid Conference Minutes, prepare and issue addenda as appropriate to clarify, correct, or change the bidding documents.
2. Pape-Dawson Engineers shall attend the formal opening of bids and tabulate and furnish to City of Fair Oaks Ranch an original CD with .xls file, and five (5) copies of the bid tabulation together with written recommendation (Based on best value or Competitive Sealed Proposal Methods) regarding the award of the contract within seven (7) calendar days of receiving the bid documents.

I. Workshop/Public Involvement/HOA and group meetings

1. Public Meeting – A “Here we come” Public Meeting/Workshop will be coordinated and held before breaking ground. Pape-Dawson Engineers shall assist the City of Fair Oaks Ranch in presenting those findings to property owners and stake holders.
2. Laura Raun Public Relations (SUBCONSULTANT) shall also assist the City of Fair Oaks Ranch with the Public Meeting/Workshop. In addition at this point in the progression of project, there shall be an extensive public outreach, such individual HOA/neighborhood group meetings, mass communication, emails, etc. Refer to Laura Raun Public Relations proposal, Attachment A for all previously listed and additional items within their scope.

III. CONSTRUCTION PHASE SERVICES

A. Construction Services

1. Pape-Dawson shall attend a Pre-construction Conference with the representatives of the City of Fair Oaks Ranch and the Contractor.
2. Pape-Dawson Engineers shall attend monthly status meetings with the Contractor and City of Fair Oaks Ranch representatives.
3. Pape-Dawson Engineers shall make 2 weekly visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications and submit brief, monthly written reports relating to such visits; Pape Dawson Engineers shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work (unless specified in the contract under Construction Phase Optional Services); Pape Dawson Engineers shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. Pape Dawson's efforts will be directed towards providing CONSULTANT's professional judgment to City that the completed Project will conform to the plans and specifications. City shall not be responsible for the failure of the Contractor to perform the construction work in accordance with plans and specifications and the Contractor's contract. However, CONSULTANT shall report to City any deficiencies in the work actually detected by CONSULTANT.
4. After Contractor's approval, Pape-Dawson Engineers shall review and take appropriate action (approve with modifications, reject, etc.) upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to minimize delay. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.
5. City will require the CONTRACTOR to submit to Pape-Dawson Engineers any request for additional information (RFI) requests. The Pape-Dawson Engineers shall review and deliver to the City of Fair Oaks Ranch its written recommendation regarding the RFI. It is anticipated that there will be two (2) RFI's per month during the project. If additional RFI's are generated above four (4) per month compensation will be requested as stated under Construction Phase Optional Services. RFI deemed to be due to inconsistencies in the design documents will not be counted in the estimated number of RFI's in the contract.

6. Pape-Dawson Engineers shall receive and review certificates of inspections, testing (to include Field, Laboratory, Shop and Mill testing of materials), and approvals required by laws, rules, regulations, ordinances, codes, orders or the specifications to determine generally that the results certified substantially comply with the specifications. Pape-Dawson Engineers shall also recommend to City special inspection or testing when deemed necessary to assure that materials, products, assemblages and equipment conform to the design concept and the specifications.
7. Pape-Dawson Engineers shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
8. Pape-Dawson Engineers shall review monthly estimates and recommend approval or other appropriate action on estimates to the Contractor.
9. Pape-Dawson Engineers shall perform in company with City representative(s) a "conditional approval" and a "final" inspection of the Project to observe any apparent defects in the completed construction with regard to conformance with design concept and intent of the specifications, assist City in consultation and discussions with Contractor(s) concerning such deficiencies, and make recommendations as to replacement or correction of the defective work.
10. After completion of the work, and before final payment to the Contractor, it shall be City's responsibility to require (through contract documents prepared by Pape-Dawson Engineers) a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the Project was constructed. Pape-Dawson Engineers, after receiving this information, shall transfer the information to a set of "Mylar" tracings as "Record Drawings" or documents for City's permanent file. Record Drawings and documents shall also be provided to the City in Adobe Acrobat PDF format. City of Fair Oaks Ranch shall not hold Pape-Dawson Engineers liable for the information supplied by the Contractor.
11. City will require the Contractor to submit to Pape-Dawson Engineers who shall review and deliver to the City manufacturer's warranties or bonds on materials and equipment incorporated in the Project for which such warranties or bonds were required by the specifications.

EXHIBIT "B" - FEE PROPOSAL

Item No.	FEE ESTIMATE FOR CITY FAIR OAKS RANCH ROAD RECONSTRUCTION PROJECT MAY 2015	President/	Vice	Proj. Mgr.	Project	Design/	GIS	Yr	Classical	Project	Survey	CADD	Micro	Total	Cost		
		CEO	President		Engineer	Engineer	Analyst	Technician		Surveyor	Crew		Processor	Task			
		\$250.00	\$250.00	\$180.00	\$150.00	\$150.00	\$150.00	\$115.00	\$80.00	\$150.00	\$195.00	\$25.00	\$15.00	Hours			
PRELIMINARY ENGINEERING REPORT PHASE SERVICES																	
1	Utility Coordination													133	\$14,550		
2	Sub Surface Utilities (SUE) Coordination			2	8	24	32							49	\$4,760		
3	Sub Surface Utilities (SUE) Tasks - Refer to Cobb, Findley Scope (Level B Items) - Attachment A			2	4	8	16								\$18,650		
4	Right of Way and Mapping													N/A			
4.1	Acquire ownership easement and ROW information			1	4	8	16	2						64	\$3,650		
4.2	Source POE			1	4	8	16	2					1	32	\$4,425		
4.3	Topographic Survey/Basic Mapping													32	\$4,425		
4.4	Establish Project Corridor													761	\$53,630		
4.2	Survey Topographic features and spot elevations to develop DTM for the following areas (25x25 Grid)							4	4	1		4	4	17	\$1,050		
4.2.1	Low Water Crossing located approximately 740' Northwest of the Northbound IH 10 Frontage Road on Fair Oaks Parkway.													0	\$0		
4.2.2	Intersection							8	1	8	8			25	\$2,630		
4.2.3	Covert Structure at the Intersection of Fair Oaks Parkway and Dietz Ekhorn Road.							8	1	8	8			25	\$2,630		
4.2.4	Covert Structure located 650' west of the Intersection of Fair Oaks Parkway and Dietz Ekhorn.							8	1	8	8			25	\$2,630		
4.2.5	Low Water Crossing Covert structure located on Meadow Creek Trail, 650' west of FM 5351.							8	1	8	8			25	\$2,630		
4.3	Survey Topographic features and spot elevations to develop DTM for the following areas (102x102 Grid)																
4.3.1	Fair Oaks Parkway - IH 10 to Dietz Ekhorn, approx. 6500 LF							38	1	40	35			113	\$12,850		
4.3.2	Dietz Ekhorn - From 3-Pipe Covert, 200' East of Nobis Lark to Windsters, approx. 4300 LF							35	1	40	33			113	\$12,850		
4.3.3	Rolling Acres Trail - North Intersection of Scarsden and Rolling Acres Trail to south Intersection, approx. 2300 LF							24	1	24	24			73	\$3,150		
4.3.4	Scarsden - Wendy to Rolling Acres Trail, approx. 1350 LF							20	1	24	20			65	\$7,630		
4.3.5	Silver Spur Trail - Rolling Acres Trail to Verbner, approx. 2355 LF							24	1	24	24			73	\$3,150		
4.3.6	Interp'd - From Silver Spur Trail to Robin Dale, approx. 1850 LF							20	1	24	20			65	\$7,630		
4.3.7	Meadow Creek Trail - Rolling Acres Trail to Ralph Fair Road, approx. 6000 LF							40	1	35	40			117	\$12,770		
5	Pavement Design Coordination													165	\$18,940		
5.1	Coordination with Raba-Kistner			2	4	4								10	\$1,700		
5.2	Alternative Development			2	4	8	18	2	24				49	63	\$3,650		
5.3	Benefit/Cost Ratio Analysis			2	4	8	18	2	12				12	53	\$3,580		
6	Pavement Evaluation Report			2	2	8	12							49	\$4,300		
7	Drainage Analysis													337	\$32,240		
7.1	Data Gathering (SARAFEMA Models, Existing Reports, Hydrological parameters)			1	1	2	8	2	8					30	\$3,110		
7.2	Prepare Drainage Area Maps			1	1	2	8	2	16					18	\$5,510		
7.3	Develop Pipes (Rational Method - 640 acres)			1	1	6	12		18					19	\$5,370		
7.4	Hydraulic Modeling (Covert and Scour Analysis)					4	16		24					24	\$7,520		
7.5	Hydraulic Modeling (Options for The Fontaine Subdivision)			1	6	12	24		40					40	\$11,970		
8	Geotech Engineering and Pavement Design - Refer to Raba-Kistner Consultants Scope of Work - Attachment B													N/A			
9	Prepare Preliminary Engineering Report (PER)													307	\$33,190		
9.1	Write Narrative, Executive Summary, Pavement Design, Drainage Alternatives, Utility Coordination, Benefit/Cost Analysis, Findings and Recommendations			2		12	32	43	32	8			32	8	174	\$18,760	
9.2	Develop EIR/HS			2			16	8	24				24	74	\$6,940		
9.3	Develop Tables						8	8						18	\$2,240		
9.4	Develop Option of Probable Cost for All Alternatives			1	2	8	16		4					31	\$4,150		
9.5	Prepare PER and Deliverable Bound Copies								4					8	\$320		
9.6	Present PER Findings to the City of Fair Oaks Ranch			2	2								4	4	\$760		
10	Progress Meeting with City Council			2	2									6	\$1,080		
11	Public Meeting/Workshop			2	2	2								31	\$62,313		
11.1	Preparation and Coordination with Laura Rain Public Relations and City of Fair Oaks for the Public Meeting/Workshop. Refer to Laura Rain PR Fee Schedule - Attachment C													0	\$58,073		
11.2	Team Meeting to discuss items to present and dry run for Public Meeting/Workshop			4	4	4								12	\$2,160		
11.3	Public Meeting/Workshop - Assist City with preparation questions, presentation, public feedback, etc.			3	3	3		2						19	\$2,690		
TOTAL PRELIMINARY ENGINEERING REPORT				2	32	72	163	225	22	232	23	0	0	272	26	1133	\$394,003
DESIGN PHASE SERVICES																	
40% Design Phase																	
1	Utility Coordination (Continuation from PER)				4	15	24							66	\$8,590		
2	Sub Surface Utilities (SUE) Coordination					8	16							26	\$2,600		
3	Sub Surface Utilities (SUE) Tasks - Refer to Cobb, Findley Scope (Level A Items) - Attachment A														\$28,300		
4	Coordination with TxDOT (Fair Oaks Parkway and IH 10)			2	2	6	8							16	\$2,650		
5	Water Line Replacements (Water Proposal)													N/A			
6	40% Submittal Package + Design													1121	\$110,170		
6.1	Cover Sheet													4	\$1,230		
6.2	Sheet Index Sheet													4	\$1,230		
6.3	Project Layout Sheets			1	2	4			4					15	\$1,570		
6.4	Survey Control Sheets			1	4	12			12					41	\$4,600		
6.5	Quantity Summary Sheets (includes take offs)													N/A	N/A		
6.5	Preliminary Construction Sequence/Traffic Control Plans/Departure Route Plans			1	1	20	36		48					154	\$14,760		
6.7	Typical Roadway Sections - Existing and Proposed			1	2	8	12		18					145	\$13,660		
6.8	Roadway Plan Sheets			1	6	24	36		48					59	\$5,820		
6.9	Drainage Area Sheets			1	2	12	20		24					163	\$16,150		
6.10	The Fontaine Subdivision Drainage Design Sheets			1	2	12	35		43					83	\$3,310		
6.11	Water Line Replacement Sheets (See Water Proposal)													N/A	N/A		
6.12	Covert + Backfill Structure Plan and Profile Sheets			1	2	12	24		48					127	\$11,890		
6.13	Scour Mitigation Sheets			1	2	12	18		35					105	\$9,730		
6.14	Option of Probable Costs (with quantity take offs)			1	2	8	16		24					51	\$5,590		
6.15	QA/QC Certification Form			4	4	4			2					15	\$2,720		
7	Deliverables													32	\$5,160		
7.1	40% Submittal Package - two (2) Paper Copies								4					4	\$80		
7.2	Final End Documents (Specifications, Bid Form)			2	4	8	8		8					8	\$4,100		
7.3	40% Submittal Package - one (1) PDF Copy													4	\$520		
7.4	CD containing all electronic files (Models, spreadsheets, shape files, CADD files, etc.)								2					2	\$160		
8	Design Review Meeting			2	2				2					2	\$970		
Subtotal for 40% Design Phase				4	19	40	164	312	0	356	18	0	0	354	22	1319	\$163,240

EXHIBIT "B" - FEE PROPOSAL

Item No.	FEE ESTIMATE FOR CITY FAIR OAKS RANCH ROAD RECONSTRUCTION PROJECT MAY 2015	President/ CEO	Vice President	Proj. Mgr.	Project Engineer	Design/IT	GIS Analyst	Technician	Clerical	Project Manager	Survey Crew (4 person)	CADD	Micro Processor	Total Task Hours	Cost	
		\$220.00	\$200.00	\$180.00	\$150.00	\$130.00	\$130.00	\$115.00	\$50.00	\$180.00	\$155.00	\$25.00	\$15.00			
70% Design Phase																
9	Written Response to 60% Comments				2	2								2	6 \$850	
10	Water Line Replacements (70% Design Plans - See Water Proposal)													2	N/A	
11	70% Submittal Package													1178	\$103,593	
11.1	Cover Sheet			1	2	2								9	\$1,000	
11.2	Sheet Index Sheet			1	1	2								8	\$850	
11.3	General Notes/Construction Notes			1	1	2								14	\$1,680	
11.4	Proposed Layout Sheets			1	1	2								4	\$1,770	
11.5	Survey Control Sheets			1	1	2								15	\$1,770	
11.6	Utility Summaries			1	1	12	24	See Item 4 above						36	0	
11.7	Construction Sequence/Traffic Control Plans/Debur Route Plans			1	1	12	24	48						110	\$10,550	
11.8	Typical Roadway Sections			1	1	4	8	12						134	\$12,030	
11.9	Roadway Plan Sheets			1	1	4	8	12						38	\$3,710	
11.10	Drainage Area Sheets			1	1	8	16	24						49	\$12,899	
11.11	The Fountains Subdivision Drainage Design Sheets			1	1	4	8	12						12	\$3,710	
11.12	Water Line Replacements Sheets (See Water Proposal)			1	1	0	24	48						114	\$10,910	
11.13	Conduit Structure Plan and Profile Sheets			1	1	4	12	24						36	\$3,210	
11.14	Storm Mitigation Sheets			1	1	4	16	32						69	\$7,650	
11.15	Existing Utility Sheets			1	1	6	18	36						50	\$8,110	
11.16	Permanent Pavement Markings and Sign Drawings			1	1	4	8	24						24	\$3,290	
11.17	Storm Water Pollution Prevention Plan and Narrative			1	1	4	8	24						62	\$6,510	
11.18	TPOES Booklet			1	1	4	8	32						62	\$3,030	
11.19	Cross Sections and Driveway Layouts			1	1	4	8	16	8				8	14	\$2,030	
11.20	All Standard and Project Specific Details			1	1	4	8	16						45	\$4,270	
11.21	Option of Probable Costs			1	1	4	8							14	\$2,630	
11.22	CADD Certification Form	4	4	4	4				2					2	16	\$2,750
11.23	70% Submittal Review Record spreadsheet reflecting all comments addressed and modified as needed			1	1	4								2	9	\$360
12	Deliverables									2				60	\$8,650	
12.1	70% Submittal Package - two (2) Paper Copies													4	8	\$350
12.2	Front End Documents (Specifications, Bid Form)		2	8	16	16			4					8	65	\$7,620
12.3	70% Submittal Package - one (1) PDF Copy					4								4	4	\$520
12.4	CD containing all electronic files (Models, spreadsheets, shape files, CADD files, etc.)								2					2	2	\$160
13	Design Review Meeting		2	2										4	\$760	
Subtotal for 70% Design Phase 4 24 33 115 252 0 334 34 0 0 396 28 1263 \$118,530																
65% Design Phase																
14	Response to 70% Comments				2	2								2	6	\$850
15	Water Line Replacements (65% Design Plans - See Water Proposal)													2	N/A	
16	65% Submittal Package													274	\$73,275	
16.1	Finalize Utility Summaries			1	1	8	12	24						24	70	\$6,510
16.2	Finalize Construction Sequence/Traffic Control Plans/Debur Route Plans			1	1	8	12	24						24	70	\$6,510
16.3	Finalize Typical Roadway Sections			1	1	8	8	10						10	39	\$4,030
16.4	Finalize Roadway Plan Sheets			1	1	12	19	32						32	86	\$9,010
16.5	Finalize Drainage Area Sheets			1	1	8	10	12						12	44	\$4,570
16.6	Finalize The Fountains Subdivision Drainage Design Sheets			1	1	8	12	24						24	70	\$6,510
16.7	Finalize Water Line Replacements Sheets (See Water Proposal)													N/A	n/A	
16.8	Finalize Conduit Structure Plan and Profile Sheets			1	1	4	12	18						18	54	\$5,070
16.9	Finalize Storm Mitigation Sheets			1	1	4	6	18						15	45	\$4,270
16.10	Finalize Existing Utility Sheets			1	1	4	10	18						18	62	\$4,810
16.11	Finalize Permanent Pavement Markings and Sign Drawings			1	1	4	8	12						12	33	\$3,710
16.12	Finalize Storm Water Pollution Prevention Plan and Narrative			1	1	4	10	16						16	49	\$4,530
16.13	Finalize TPOES Booklet			1	1	4	12							18	22,550	
16.14	Finalize Cross Sections and Driveway Layouts			1	1	4	12	16						16	60	\$4,750
16.15	Finalize All Standard and Project Specific Details			1	1	4	12	18						18	54	\$5,070
16.16	Finalize Option of Probable Costs			1	1	4	12							18	18	\$2,650
16.17	Finalize CADD Certification Form	6	4	4	4				2					2	22	\$3,650
16.18	Finalize 65% Submittal Review Record spreadsheet reflecting all comments			1	1	4			2					1	8	\$650
16.19	Deliverables													80	\$8,650	
16.1	65% Submittal Package - two (2) Paper Copies													4	8	\$350
16.2	Front End Documents (Specifications, Bid Form)		2	8	16	16			4					8	65	\$7,620
16.3	65% Submittal Package - one (1) PDF Copy					4								4	4	\$520
16.4	CD containing all electronic files (Models, spreadsheets, shape files, CADD files, etc.)								2					2	2	\$160
17	Design Review Meeting		2	2										4	\$760	
Subtotal for 65% Design Phase 6 23 30 114 190 0 249 26 0 0 255 17 60 \$93,425																
Final Design Phase																
18	100% Signed and Sealed Original Design Documents														163	\$20,850
18.1	Front End Documents (Specifications, Bid Form)		2	4	12	24		16						16	74	\$7,540
18.2	Option of Probable Costs		1	1	4	8								14	14	\$2,050
18.3	Revised Prebid Documents														51	\$10,600
18.4	Drawings		1	2	6	8								17	32,490	
18.5	Specifications		1	2	6	8								19	\$2,560	
18.6	Option of Probable Construction Costs		1	2	6	8								2	19	\$2,560
18.7	Approved Construction Schedule				8									4	12	\$1,260
18.8	CADD Certification Form	4	4	4										2	14	\$2,190
19	Deliverables													14	\$1,620	
19.1	Paper Sets of Bidding Documents - No more than five (5) copies													4	8	\$330
19.2	Electronic Sets of Bidding Documents (PDF) - No more than five (5) copies					4			4					4	4	\$220
19.3	CD containing all electronic files (Models, spreadsheets, shape files, CADD files, etc.)								2					2	2	\$160
Subtotal for 100% Design Phase 0 10 15 49 60 0 0 22 0 0 0 0 0 33 183 \$21,610																
Bid Phase Services																
20	Pre-Bid Conference (Attendance Facilitation)	2	2	2										6	\$1,290	
21	Prepare and Issue Addenda as Appropriate			4	4	8		8						2	26	\$3,290
22	Formal Opening of Bid.		2	2										4	\$760	
23	Prepare Bid Tabulation Documents		2	4	8	8								22	\$3,490	
Subtotal for Bid Phase 2 6 12 12 16 0 8 0 0 0 0 0 0 2 22 \$3,630																
TOTAL FOR DESIGN PHASE SERVICES																
2053 \$76,768																
CONSTRUCTION PHASE SERVICES																
1	Public Meeting/Workshop Here we come													10	\$117,537	
1.1	Public Meeting - Assisting the City of Fair Oaks Ranch PR Assistance with Public Meeting Workshops, Individual HOA meetings, Media outlets Refer to Laura Reun Public Relations Scope of Services and Fee Schedule - Attachment C	2	2	2	2	2								10	\$1,820	
1.2														N/A	\$116,147	
2	Pre-Construction Conferences	2	2	2										6	\$1,230	
3	Staking of Control Points and Relevant Information			24	24					16	16			32	\$5,520	
4	Monthly Site Meetings with Contractor and City (12 @ 2 hrs)			416	203									49	\$7,450	
5	Two Weekly Visits to Site (Avg 4 hours/visit for a 1 yr duration)			4	4	16								23	\$4,292	
6	Review Shop Drawings, Product Data and Samples only as per design.		4	4	16									120	\$15,600	
7	Address RFI requests (Anticipated two (2) RFIs per month)			10	50	40		40								
8	Review Certificates for Inspections, Testina and Approvals Required by Law.			2	2	4								8	\$1,140	
9	Evaluate Materials, Equipment and modify estimates given by the contractor.			3	6	12								21	\$2,810	
10	Final Inspection			16	16									32	\$4,550	
11	Prepare Record Drawings for City's permanent file.			8	12	18		58						69	\$8,200	
12	Submit Warranties or bonds on materials to city.													8	\$1,220	
TOTAL FOR CONSTRUCTION PHASE SERVICES																
2 6 455 302 60 0 76 0 16 16 0 0 0 993 \$28,727																
ENGINEERING FEE TOTAL																
5041 \$1,043,515																

EXHIBIT "B" - FEE PROPOSAL

Item No.	FEE ESTIMATE FOR CITY FAIR OAKS RANCH WATER LINE CONSTRUCTION PROJECT MAY 2015	Hourly Rates											Total Tank Hours	Cost				
		No. Sheets	President/ CEO	Vice President	Proj. Mgr.	Project Engineer	Design/IT	GIS Analyst	Technician	Cartographer	Project Surveyor	Survey Crew (4 person)			CADD	Micro Processor		
PRELIMINARY ENGINEERING REPORT PHASE SERVICES																		
1	Lead Discussions between City of Fair Oaks and SAWS on potential interconnections			12	12	8	8			4	4					88	\$7,650	
2	Examining Potential Alternatives for Interconnections															264	\$52,450	
2.1	Fair Oaks Parkway @ TR 10			2	12	16	32			10	2					63	\$10,830	
2.2	Fair Oaks 4			2	12	16	32			10	2					63	\$10,830	
2.3	Datz Ekhorn			2	12	16	32			10	2					63	\$10,830	
3	Determine preliminary alignments for water lines															212	\$21,650	
3.1	Meadow Creek Trail - 9,900 LF of 12"					2	10	14		18						52	\$8,150	
3.2	Fair Oaks Parkway - 4,400 LF of 12"					2	8	12		18						54	\$5,520	
3.3	Sher Spur Trail/Wrap Dr - 4,500 LF of 12"					2	8	12		18						54	\$5,520	
3.4	Datz Ekhorn - 1,500 LF of 12"					2	8	10		12						42	\$4,800	
TOTAL PRELIMINARY ENGINEERING REPORT				0	18	48	62	104	0	31	10	0	0	34	10	320	\$51,250	
DESIGN PHASE SERVICES																		
45% Design Phase																		
4	Water Line Replacements (Plans to be part of the 45% Design Plans - Item 6.11 within the set)															457	\$45,900	
4.1	Meadow Creek Trail - 9,900 LF of 12"			1	4	8	16	32		43						143	\$14,150	
4.2	Fair Oaks Parkway - 4,400 LF of 12"			1	3	8	16	32		24						73	\$7,610	
4.3	Sher Spur Trail/Wrap Dr - 4,500 LF of 12"			1	3	8	16	32		24						73	\$7,610	
4.4	Datz Ekhorn - 1,500 LF of 12"			1	2	6	16	32		18						61	\$6,050	
4.5	Option of Probable Costs (with quantity take off)			1	2	6	16	32		18						61	\$6,050	
4.6	QA/QC Certification Form			4	4	4										16	\$2,750	
5	Deliverables															41	\$4,250	
5.1	45% Submittal Package - two (2) Paper Copies									2						2	\$100	
5.2	Front End Documents (Specifications, Bid Form)			1	4	6	8			6						31	\$3,380	
5.3	45% Submittal Package - one (1) PDF Copy									4						4	\$520	
5.4	CD containing all electronic files (Models, spreadsheets, shape files, CADD files, etc.)									2						2	\$100	
Subtotal for 45% Design Phase				4	18	22	50	112	0	144	12	0	0	144	10	503	\$50,160	
70% Design Phase																		
9	Written Responses to 45% Comments							1	1							4	\$310	
10	Water Line Replacements (70% Design Plans - Item 11.12 within the set)															2	4	\$310
10.1	Meadow Creek Trail - 9,900 LF of 12"			1	4	8	16	32		43						143	\$14,150	
10.2	Fair Oaks Parkway - 4,400 LF of 12"			1	2	4	12	24		20						59	\$5,510	
10.3	Sher Spur Trail/Wrap Dr - 4,500 LF of 12"			1	2	4	12	24		20						59	\$5,510	
10.4	Datz Ekhorn - 1,500 LF of 12"			1	1	4	8	16		18						50	\$4,550	
11.21	Option of Probable Costs			1	1	4	8	16		18						50	\$4,550	
11.22	QA/QC Certification Form			4	4	4										16	\$2,750	
11.23	70% Submittal Review Record spreadsheet reflecting all comments addressed and resolved as needed					1	4			2						9	\$550	
12	Deliverables															43	\$4,180	
12.1	70% Submittal Package - two (2) Paper Copies									4						4	\$390	
12.2	Front End Documents (Specifications, Bid Form)			1	4	6	8			6						31	\$3,380	
12.3	70% Submittal Package - one (1) PDF Copy									2						2	\$200	
12.3	CD containing all electronic files (Models, spreadsheets, shape files, CADD files, etc.)									2						2	\$100	
Subtotal for 70% Design Phase				4	10	19	41	77	0	109	16	0	0	109	10	599	\$59,140	
95% Design Phase																		
14	Response to 70% Comments							2	2							6	\$550	
15	Water Line Replacements (95% Design Plans - Item 11.12 within the set)															2	4	\$550
15.1	Finalize Meadow Creek Trail - 9,900 LF of 12"			1	2	8	12	24		30						23	\$23,590	
15.2	Finalize Fair Oaks Parkway - 4,400 LF of 12"			1	1	4	8	16		12						12	\$3,710	
15.3	Finalize Sher Spur Trail/Wrap Dr - 4,500 LF of 12"			1	1	4	8	16		12						12	\$3,710	
15.4	Finalize Datz Ekhorn - 1,500 LF of 12"			1	1	4	8	16		12						12	\$3,710	
15.16	Finalize Option of Probable Costs			1	1	4	8	16		12						14	\$2,080	
15.17	Finalize QA/QC Certification Form			6	1	1	2	4		2						18	\$2,900	
15.18	Finalize 95% Submittal Review Record spreadsheet reflecting all comments			1	1	2	4			2						6	\$655	
16	Deliverables															45	\$4,440	
16.1	95% Submittal Package - two (2) Paper Copies									4						4	\$390	
16.2	Front End Documents (Specifications, Bid Form)			1	4	6	8			6						31	\$3,380	
16.3	95% Submittal Package - one (1) PDF Copy									4						4	\$520	
16.3	CD containing all electronic files (Models, spreadsheets, shape files, CADD files, etc.)									2						2	\$100	
Subtotal for 95% Design Phase				6	7	12	35	65	0	83	16	0	0	83	15	259	\$23,955	
Final Design Phase																		
18	100% Signed and Sealed Original Design Documents															123	\$13,150	
18.1	Front End Documents (Specifications, Bid Form)					1	4	6	8							63	\$3,140	
18.2	Option of Probable Costs			1	1	4	8	16		10						32	\$3,170	
18.3	Reviewed Final Documents															53	\$8,640	
18.4	Drawings			1	2	4	4									11	\$1,670	
18.5	Specifications			1	2	4	4									13	\$1,700	
18.6	Option of Probable Construction Costs			1	2	4	4									13	\$1,700	
18.7	Approximated Construction Schedule			1	2	4	4									13	\$1,700	
18.8	QA/QC Certification Form			2	2	2										8	\$1,110	
19	Deliverables															10	\$520	
19.1	Paper Sets of Bidding Documents - No more than five (5) copies									2						4	\$200	
19.2	Electronic Sets of Bidding Documents (PDF) - No more than five (5) copies									2						2	\$200	
19.3	CD containing all electronic files (Models, spreadsheets, shape files, CADD files, etc.)									2						2	\$100	
Subtotal for 100% Design Phase				0	6	13	29	23	0	10	8	0	0	10	33	153	\$13,760	
BID PHASE SERVICES																		
20	Pre-Bid Conference (Attendance Fee/Parking)			1	1	1										3	\$520	
21	Prepare and Issue Addenda as Appropriate					2	2	4		4						14	\$1,630	
22	Formal Opening of Bid					1	1									2	\$300	
23	Prepare Bid Tabulation Documents					2	2	8	8							16	\$2,450	
Subtotal for Bid Phase				1	4	6	8	10	0	4	0	0	0	0	2	35	\$5,150	
TOTAL FOR DESIGN PHASE SERVICES																		
CONSTRUCTION PHASE SERVICES																		
1	Public Meeting/Workshop Here we come															5	\$920	
1.1	Public Meeting - Assisting the City of Fair Oaks Ranch			1	1	1	1	1								5	\$920	
2	Pre-Construction Conference			1	1	1										3	\$500	
3	Monthly Status Meetings with Contractor and City (12 @ 3 hrs ea)					6	8									12	\$1,620	
5	Two Weekly Walks to Site (May 2 hours each for a 1 yr duration)					4	4	16								32	\$4,800	
6	Review Shop Drawings, Product Data and Samples only as per design			4	4	4										28	\$2,240	
7	Address RFI requests (Anticipated two (2) RFIs per month)					10	30	40		40						120	\$15,600	
8	Review Certificates for Inspections, Testing and Approvals Required by Law					2	2	4								8	\$1,140	
9	Provide Materials, Equipment and monthly estimates given by the contractor					2	4	8								14	\$1,560	
10	Final Inspection					4	4									8	\$1,200	
11	Prepare Record Drawings for City's permanent file					4	16	16		24						48	\$7,200	
12	Submit Warranties or bonds on materials to city					8	16									8	\$1,200	
TOTAL FOR CONSTRUCTION PHASE SERVICES				2	6	24	171	63	0	64	0	0	0	0	0	274	\$35,200	
ENGINEERING FEE TOTAL																		
														3601	\$283,845			

EXHIBIT "B-1" - FEE PROPOSAL SUMMARY

Fee Proposal Summary

	<u>ROAD</u>		<u>WATER</u>
TOTAL PRELIMINARY ENGINEERING REPORT	\$384,003		\$61,350
Subtotal for 40% Design Phase	\$158,240		\$50,150
Subtotal for 70% Design Phase	\$118,980		\$39,140
Subtotal for 95% Design Phase	\$89,325		\$28,995
Subtotal for 100% Design Phase	\$21,610		\$13,790
TOTAL FOR DESIGN SERVICES	\$772,158	(1)	\$193,425 (4)
TOTAL FOR CONSTRUCTION PHASE SERVICES	\$268,727	(2)	\$85,300
TOTAL FOR ENGINEERING AND CONSTRUCTION SERVICES	\$1,040,885	(3)	\$278,725

GRAND TOTAL \$1,319,610

(1) Total Contains \$57,347 of Laura Raun Public Relations

(2) Total Contains \$114,693 of Laura Raun Public Relations

(3) Total Contains \$172,040 of Laura Raun Public Relations (Does not include \$50,190 of LRPR Supplemental Services)

(4) Total Contains \$40,350 for SAWS Coordination and Water Modeling

May 8th, 2015

Steven Deañ, P.E., CFM
Vice President, Water Resources
Pape Dawson Inc
2000 NW Loop 410,
San Antonio, TX 78213

VIA E-MAIL

Re: SUE at Fair Oaks Ranch (various locations)
Boerne, TX

Dear Mr Deañ:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this proposal for the Subsurface Utility Engineering (SUE) services associated with the above referenced project.

The proposed Scope of Services and Basis of Compensation are outlined below. This proposal is based on information obtained via email on April 30th and further discussion on May 5th 2015

SCOPE OF SERVICES

The scope is to provide utility designating (Level B) services on the water line only in the areas listed below and 20 test holes (Level A) in locations yet to be determined.

Level B information will be provided at locations indicated with a green line in the attached site plan and approximately described below. In each location CobbFendley will perform utility designating on water line facilities

- a) Meadow Creek Trail from Ralph Fair Rd to Rolling Acres Trail and continuing along Rolling Acres Trail east to Amman Rd (approx. 8800ft)
- b) Intrepid Drive from Robin Dale Rd to Silver Spur Trail and continuing along Silver Spur Trail west to Rolling Acres Trail (approx. 4900ft)
- c) From the intersection of Dietz Elkhorn and Noble Lark Drive approximately 600ft west and 800ft east along Dietz Elkhorn. (approx. 1400ft)
- d) Fair Oaks Parkway from the IH10 frontage road east along Fair Oaks Parkway to Triple Crown. (approx. 4650ft)

SERVICES TO BE PROVIDED BY COBB FENDLEY

CobbFendley will provide Subsurface Utility Engineering (SUE) Quality Level B and Level A services.

Subsurface Utility Engineering includes utility investigations prepared in accordance with ASCE 38-02 and the Utility Quality Levels defined as follows:

Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

Quality Level D - Existing Records: Utilities are plotted from review of available existing records

Quality Level C-- Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control.

Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data

Designate (Quality Level B)

1. Coordinate with Pape Dawson to schedule work. Right of Entry to homeowner's yard or utility easement may be required and will be provided by Pape Dawson. The cost of obtaining these is not included in this estimate.
2. Pape Dawson will perform record research: gather utility data and asbuilt information. Pape Dawson will provide any record information they consider useful to CobbFendley to assist in performing field work.
3. Designate means to record and mark the horizontal location of the existing toneable water facilities using non-destructive surface geophysical techniques. If the water facilities are non toneable, CobbFendley will use Ground Penetrating Radar (GPR) to attempt to find the lines. (Effectiveness of GPR is partly dependent on soil conditions. Some part of Central Texas are not ideal for successful GPR use) Designating will be performed in the street right of way. If work is required outside the right of way, right of entry will be provided by Pape Dawson- see above. Water vaults should they be present can typically be investigated from above ground. The cost of "permit required" confined space entry is not included in this estimate, but can be performed should it be necessary. A non-water base paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities.
4. All designated utilities will be surveyed and referenced to project control datum. Utility surface features will be surveyed. Pape Dawson will provide survey control and a project basemap in AutoCAD/ Microstation format
5. Correlate utility owner records with designating data and resolve discrepancies using professional judgment.
6. Draft a color-coded composite utility facility plan showing utility type, quality levels, line sizes and subsurface utility locate test hole locations (- if applicable) It is understood by both CobbFendley and Pape Dawson that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. This information will be provided in AutoCAD/Microstation format.
7. Clearly identify all utilities that were discovered from prior record research but cannot be depicted to Quality Level B standards. These utilities will have a unique line style and symbology in the deliverable.
8. Comply with all applicable County/City/State policy and procedural manuals.

Locate (Quality Level A Test Holes)

CobbFendley will complete utility test holes to determine the precise vertical and horizontal locations of existing utilities. Up to 20 test hole in various locations will be provided. Utility test holes will be completed as follows:

Attachment A

Steven Dean
Page 3 of 5



CobbFendley will utilize air vacuum excavation equipment to safely expose utilities at critical locations and provide the following as part of SUE Level A services:

1. Comply with City, State and Federal laws, regulations, and/or policies for the prevention of underground utility damage (i.e., one-call system).
2. Coordinate with utility company inspectors as required by the contract and by law.
3. Obtain traffic control plan and barricading approval
4. If test hole is in pavement, neatly cut and remove existing paving. The pavement area removed shall not exceed approximately 1 square ft unless unusual circumstances exist.
5. Expose utilities using non-destructive air vacuum excavation. Measure and record the depth of the utility (elevation of the top and bottom) at critical locations; record utility size, utility material, utility condition and type of soil around the utility as well as pavement type and thickness. Show conduit cross section configuration of multi conduit systems. Tie utility to project survey control datum. Backfill the hole and compact in lifts in accordance with city specifications and repair pavement to specification.
6. Compile information on a test hole data sheet. The elevation of the natural ground, elevation of the top and bottom of the utility, depth of the utility, line size, line material, condition of the line, type of soil around the line, paving type and paving thickness are shown. Horizontal coordinates of the utility are also provided. Two benchmarks are provided.

CobbFendley personnel are certified in work zone safety. Standard traffic control is performed by CobbFendley and is included in our standard rates. Standard traffic control can be described as short term lane closure necessary for manhole entry or access to utility features located in the roadway. Should 'non-standard' traffic control be required (lane closures, police officer present, arrow board, etc...) these services and associated permit costs will be considered extra (see below)

Basis of Compensation

Based on the approved City of San Antonio Bond Program Rates the above scope of SUE designating Level B services associated with this project can be provided for the following Lump Sum fee:

	Rate	Unit	Quantity	Cost
Project Manager	\$155.00	Hour	4	\$620.00
Utility Specialist/Coordinator	\$115.00	Hour	8	\$920.00
CADD	\$80.00	Hour	14	\$1,120.00
Clerical	\$60.00	Hour	2	\$120.00
SUE Tech I	\$85.00	Hour	60	\$5,100.00
SUE Tech II	\$95.00	Hour	60	\$5,700.00
Survey Crew	\$155.00	Hour	32	\$4,960.00
RPLS	\$145.00	Hour	6	\$870.00
Field Supplies/Expenses	\$250.00	LS	1	\$250.00
			Total	\$19,660.00

The estimated lump sum fee for Level B utility Designating (field markings, survey and CADD) is \$19,660

Level A test holes can be provided on a unit rate basis. Test hole rates include all equipment and personnel necessary to complete the excavation, survey, CADD, standard traffic control and management.

Attachment A

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0 Ft.-6 Ft.	\$1,250/Hole
6 Ft.-10 Ft.	\$1,510/Hole
Every 1Ft.deeper than 10FT	\$150/ft additional
Holes > 20FT	to be negotiated

For the purposes of this proposal it is estimated that 15 holes in the 0-6ft range will be required (\$18,750) and 5 holes in the 6-10ft range will be required (\$7550. The estimated cost of Level A test hole work is therefore \$26,300.

Depending on their finalized locations, test holes may require traffic control. Several of the roads in Fair Oaks Ranch are narrow and flaggers might be required. Without knowing the proposed hole locations, actual conditions are difficult to determine, but for the purposes of this estimate we will assume the following:

Lane closures: \$700 per location (estimate 10 locations required)	\$7000
Flagging operation: \$2400 per location	\$2400
Total estimate cost of traffic control	\$9400

Actual traffic control will be billed at cost without mark up

Total estimated costs of Level B and Level A work are therefore as follows:

Level B designating	\$19,660
Level A test holes	\$26,300
(traffic control for Level A -- at cost)	\$ 9,400
Total estimated cost	\$55,360

If this summary is acceptable and you agree with the following terms and conditions, please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

This proposal accepted by:

Pape Dawson Inc

R. Clarke

Project Manager

Signature

Date

Print Name

Title

GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. DIRECT EXPENSES

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of

termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other

types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal,

disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications.

11. LIMITATION OF LIABILITY FOR DAMAGES IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable upon receipt. Interest at the rate of 1.5% per month may be charged on all amounts not paid within thirty (30) days after receipt, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within 10 working days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project complete and out-of-pocket expenses incurred will be due and payable upon receipt of invoice at the end of each month. Should invoices not be paid within thirty (30) days from date of invoice, interest thereon at a rate equal to 1.5% per month on the unpaid balance shall be added each month to the sum shown as due by the invoice beginning with the date of invoice.

If payment is not received within 60 days, from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

15. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.

Raba-Kistner Consultants Scope of Work

**City of Fair Oaks Ranch
Street Initiative**

Project Description

The City of Fair Oaks Ranch is an incorporated city, located northwest of San Antonio between IH-10 and CR 3351. The City has three main arterial streets (Fair Oaks Parkway, Dietz Elkhorn Road, and Keeneland Drive) which carry a majority of the traffic and which are supported by a network of collector and local streets. The total network is approximately 70 miles in length. The traditional street maintenance has been the application of chip seals to the pavements.

The project consists of the evaluation of select roadways in the City of Fair Oaks Ranch, Texas. We plan on subcontracting HVJ to reevaluate the pavements identified in the 2010 study and proposed roadways for reconstruction by reviewing previous visual condition survey data and performing an updated visual condition survey to assess deterioration since HVJ's last assessment (2010). On the basis of the updated assessment and discussions with the city maintenance personnel, burdened roadways will be designed in general conformance of the latest City of San Antonio's Design Guidance Manual regarding streets (*or per TxDOT – San Antonio District Standard Operating Procedure regarding pavements*).

Updated Pavement Evaluation

The updated pavement evaluation will include the following services:

1. Conduct a structural assessment using nondestructive testing (NDT) methods, which include using the Falling Weight Deflectometer (FWD) at one test every 100 lineal ft of roadway.
2. Conduct a pavement condition survey, which defines current conditions and calculates a Pavement Condition Index (PCI) score for each street,
3. Review the previous visual condition surveys to assess the deterioration patterns of the roadways over the last 5 years of growth and increased traffic,
4. Pavement structural properties will be provided to RKCI for their use in the pavement design.
4. Prepare a final engineering report including the current condition of the roadways, deterioration evaluation, and structural properties of the pavement layers.

The following tasks have been developed based on the previous pavement management experience of HVJ. As was done previously, HVJ will use the MicroPAVER™ pavement management system.

Geotechnical Engineering Investigation

To investigate the pavement conditions at this site, Raba Kistner Consultants, Inc. (RKCI) will core a pavement section at one location every 800 lineal feet (minimum of one core hole per roadway), areas of concern, or at locations identified as having high deflections based on the FWD data. Up to 55 core locations have been budgeted. The pavements will be cored using a trailer mounted coring machine. Once through the pavement section (asphalt and flex base), RKCI will measure the pavement section and perform Dynamic Cone Penetration Tests on the pavement section subgrade. A sample of the subgrade will be collected for additional laboratory testing.

Obtain Permits and Utility Clearances for Proposed Test Holes

If required, RKCI will obtain the appropriate street cut permit(s) for all coring activities. RKCI will contact the Texas Excavation Safety System (Texas 811) for clearance of certain utilities. It is expected that the Client will provide information regarding the location of any underground utilities in the vicinity of our borings. RKCI will assist in locating underground utilities provided the Client submits documentation of existing utility locations. Upon coring completion, the roadway will be backfilled with cuttings and patched with asphalt.

Potential Lane Closures for Drilling of Test Holes

RKCI will provide the necessary traffic control for all coring and sampling activities that may occur. In residential streets, we anticipate that the traffic control may consist of signs and cones. Along thoroughfares / main roads, we anticipate traffic control will consist of rolling lane closure that includes 2 flaggers, signage, and barricades.

Obtain Test Hole Information

RKCI will notify the Client of our field activities and drilling schedule so that the public of City of Fair Oaks Ranch can be notified of site activities.

Complete Geotechnical Laboratory Testing of Test Samples

From the core holes, representative subgrade materials will be collected to define the engineering index properties of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity tests), sulfates, percent passing number 200 sieve, and lime series curve.

Pavement Design

The pavement design for the identified roadways will be conducted in accordance with Article 5 Section 35-506 Subsection (p) of the Unified Development Code (UDC) titled "Pavement Standards" and using the additional requirements of Appendix 10-A of the DGM entitled "City of San Antonio (COSA) Pavement Design Standards." Flexible pavements, as defined in Appendix 10-A of the DGM, will be considered for design.

Pavement Data Report

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, pavement data report. Included therein will be a summary of the field and laboratory sampling and testing program; Boring logs and laboratory testing results, and the updated pavement evaluation.

Fee

The total lump sum fee for the scope identified herein is summarized in the following table:

Scope	Lump Sum Fee
Updated pavement evaluation, including FWD testing	\$71,700.00
Boring layout, utility clearance, field coordination, street cut permits, and traffic control for up to 3 days	\$9,260.00
55 pavement cores that include pavement measurements, DCP, laboratory testing, and core hole patching	\$11,200.00
Data reduction, engineering and reporting	\$8,500.00
TOTAL	\$100,660.00

In order to promptly pay our subcontractors and continue to be able to respond to your needs, we will send you monthly invoices.

Scope of Work

**Fair Oaks Ranch
Roadway Construction Project/Public Outreach**

Laura Raun Public Relations

LRPR will provide public outreach services designed to build confidence among community residents that they are being kept informed about the Roadway Construction Project in a timely fashion, and are able to ask questions and/or express concerns in a convenient way.

As part of this effort, LRPR will ensure that the Pape-Dawson team:

1. Communicates regularly with residents, homeowners' associations, city council and city staff
2. Provides channels for 2-way communications
3. Manages expectations of those impacted by the project

The following tasks will be undertaken as part of this project, based on 18 months from NTP to completion:

Task 1: Project management

- a. LRPR will participate in team meetings
- b. LRPR will participate in meetings with FOR, as directed by P-D

Task 2: Meetings

- a. Presentation of Project during PER phase
 - 1) Public Meeting
 - 2) City Council Workshop
- b. Here We Come/Meet the Contractor Meeting
 - 1) Public Meeting
 - 2) City Council Workshop right after Bid Phase and prior to Construction
 - 3) Purpose of the event is to:
 - 1) Present project overview (need, purpose, benefits, schedules, public outreach)
 - 2) Introduce the contractor
- c. Homeowners' Association presentations (6) – plan and hold
- d. Neighborhood Association meetings (4) and Individual resident meetings (2) (for example, to gain easements) – plan and hold
- e. City Council update presentations
- f. Meeting materials
 - 1) Meeting agendas
 - 2) PowerPoint (or other format) Presentation
 - 3) Handouts
 - 4) Sign-in sheets
 - 5) Maps
 - 6) Charts
 - 7) Renderings
 - 8) Illustrations
 - 9) Graphics
 - 10) Fact Sheet

Task 3: Website

- a. Develop
 - 1) Program site
 - 2) Design contact
 - 3) Draft text
- b. Functionality includes email addresses:
 - 1) "info@FORroadwayproject.gov" email address or something similar
 - 2) Aliases for Ron Emmons and/or Christina Picioccio that forward their emails to Pape-Dawson and LRPR addresses for
- c. Hosting service
- d. Domain registration
- e. Maintain

Task 4: Social Media

- a. Facebook Page
 - 1) Create
 - 2) Maintain
- b. Twitter Account
 - 1) Create
 - 2) Maintain

Task 5: Mass Notification/Telephone/Email/Text

- a. Set up and staff 24-hour hotline for project, based on 300 calls
 - 1) Receive call/retrieve voicemail
 - 2) Respond to caller
 - 3) Log call
- b. Use FOR existing mass notification and alert software (Code Red)
- c. Create database of contact info for residents (based on opting in)

Task 6: Signage

- a. Create door hangers and distribute in reasonable advance time, preferably 48 hours
- b. Mobile signs, leased

Supplemental Services

Supplemental services can be added to the Scope of Work at any time, but are not included in the Fee Schedule submitted on May 12, 2015.

- 1. Develop Cellphone application (either a. or b., not both)
 - a. Develop app based on existing software
 - b. Develop app based on custom design
- 2. Create and distribute monthly newsletter to keep residents and others informed about project
- 3. Signage
 - a. Design overhead roadway banner
 - b. Design posters

Fair Oaks Ranch - Community Outreach

LRPR Fee Schedule

05.12.15

	Senior Communications Specialist (CSC)	Assistant Communications Specialist (CSC)	Web Programmer	Graphic Designer
Hourly Rates in \$/hour	190	165	140	125

Task	Hours Allocated*
-------------	-------------------------

1	Project Management							
	a	Team teleconferences			18	18		
	b	Meetings with FOR			12	12		
2	Meetings							
	a.	2 Kick-off meetings during Preliminary Engineering Phase						
		Public Meeting			8	12		
		City Council Workshop			12	16		
	b.	2 Meet-the-Contractor/Here We Come Meetings						
		Public Meeting			8	12		
		City Council Workshop			12	16		
	c	Homeowners' Association presentations (3)			12	16		8
	d	Individual resident meetings (i.e., to get easement) (6)			12	12		
	e	City Council presentations (6)			4	8		8
	f	Meeting materials						
		1) Meeting agendas			4	8		

		2) PowerPoints (or other format) Presentations (5)				30	50		25
		3) Handouts (3)				12	15		
		4) Sign-in sheets (to get contact information for database)				0.5	1		
		5) Maps							8
		6) Charts							8
		7) Renderings							8
		8) Illustratons							8
		9) Graphics							16
		10) Fact Sheet				8	12		3
3	Website								
	a.	Development							
		1) Program site						60	
		2) Design graphics							24
		3) Draft text				16	24		
	b.	Maintenance, including response to email queries within 2 business days				24	34	20	
4	Social Media								
	a.	Facebook page							
		1) Create				2	6	6	
		2) Maintain				4	18		
	b.	Twitter Account							
		1) Create				2	4		
		2) Maintain				18	36		
5	Mass Notification/Telephone/Email/Text								
	a	Staff 24-hour hotline for project (based on 300 calls and response within 2 business days)				36	72		

	b	Use FOR existing mass notification and alert software (Code Red)				12	24		
	c	Create database of contact info for residents (based on opting in)				8	16		
6	Signage								
	a.	Create door hangers (3)				4	8		3

*Based on 18 months (72 weeks) from Notice to Proceed

Sub-totals in hours					278.5	450	86	119	
Sub-totals in \$					52,915	74,250	12,040	14,875	154,080

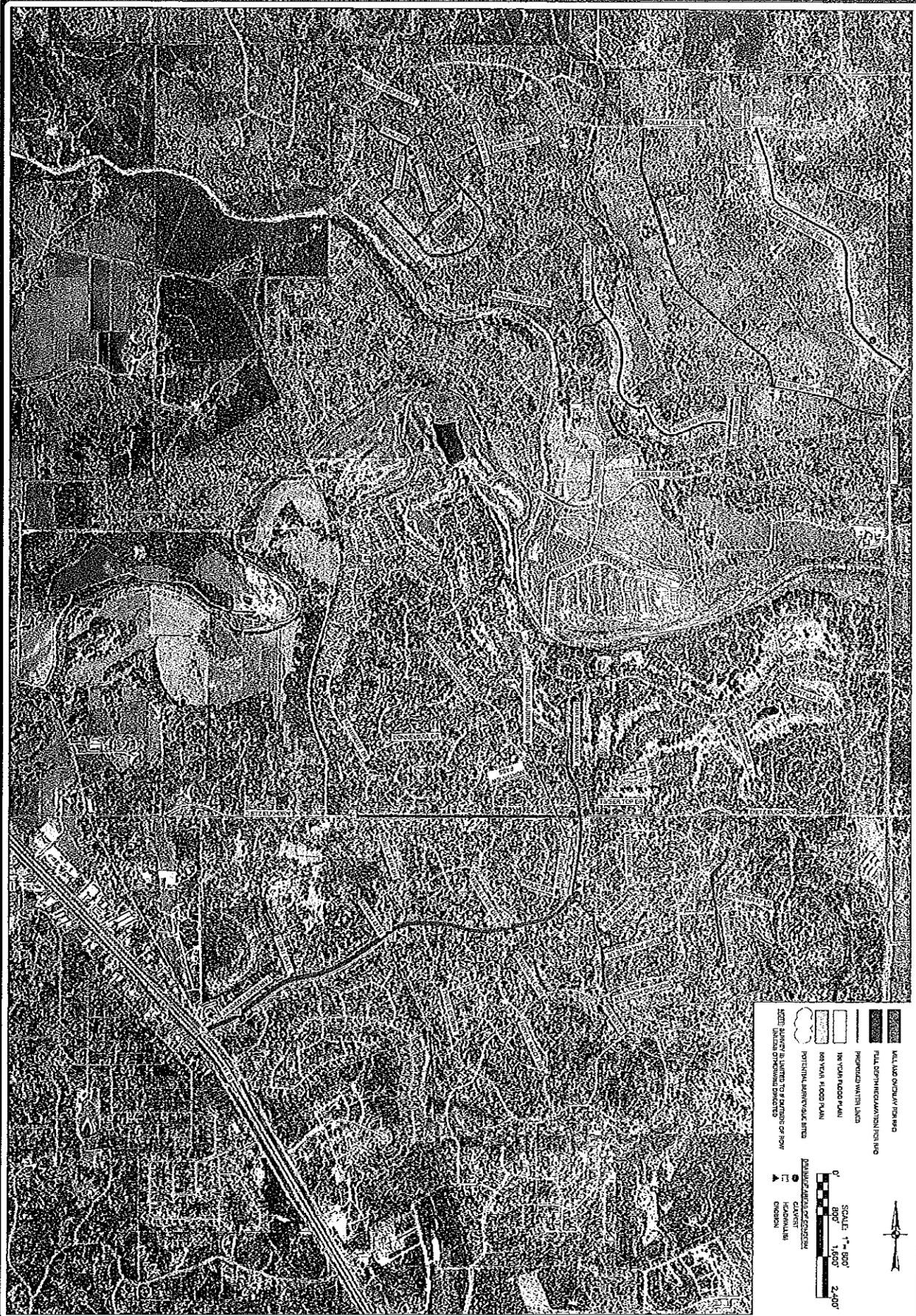
Other Expenses

Website									
	Hosting	900						900	
	Domain registration							40	
	Signage (mobile, leased) - \$1800/mo							4,800	
	Answering service subscription \$300/mo							5,400	
Travel								7,500	
	Travel Time @ 50%								
	Lodging								
	Mileage								
Printing								1,000	
	Door hangers (1500)	750							
	Meeting materials	250							
	Door Hanger distribution	500						500	
								Total Fee	174,220

Supplemental Services (Supplemental services can be added to the Scope of Work at any time, but are not included in the Fee Schedule submitted on May 12, 2015)

Mobile app based on existing template								7,000
Mobile app based on custom design								25,000
Monthly Newsletter (electronic) to keep residents and others informed about project (18)								
Design template					2	4		4

Create content	27	54	9	
Distribute newsletter		9		
Signage				
Create overhead-roadway banner				
Design				
print				
Design poster				
Design				
print				
Sub-totals in hours	29	67	13	
Sub-totals in \$	5,510	11,055	1,625	18,190



LEGEND

- MILLAGE DISTRICT PRECINCT BOUNDARY
- FLOODPLAIN RECLAMATION FOR NON-STORMWATER RUNOFF
- STORMWATER RUNOFF
- INFLOW FLOOD PLAIN
- INFLOW FLOOD PLAIN
- POTENTIAL RIPARIAN AREA BUFFER

SCALE

SCALE: 1" = 80'

0 80' 160' 240'

NOTES

1. ALL DISTRICTS ARE SUBJECT TO REVISIONS OF THE TEXAS STATUTES.

2. ALL DISTRICTS ARE SUBJECT TO REVISIONS OF THE TEXAS STATUTES.

3. ALL DISTRICTS ARE SUBJECT TO REVISIONS OF THE TEXAS STATUTES.

4. ALL DISTRICTS ARE SUBJECT TO REVISIONS OF THE TEXAS STATUTES.

5. ALL DISTRICTS ARE SUBJECT TO REVISIONS OF THE TEXAS STATUTES.

XXXXXXXXXXXX

DATE	10/20/14
BY	JLW
CHECKED	JLW
APPROVED	JLW
SCALE	1" = 80'
PROJECT NO.	13 324 417
CLIENT	FAIR OAKS RANCH
LOCATION	FAIR OAKS RANCH, TEXAS
DRAWN BY	JLW
CHECKED BY	JLW
APPROVED BY	JLW
SCALE	1" = 80'

ROADWAY RECONSTRUCTION PROJECT
 SURVEY, WATER AND FLOODPLAIN INFORMATION
 FAIR OAKS RANCH, TEXAS

ATTACHMENT D

Pape-Dawson Engineers

2005 B B LOOP #12 | SAN ANTONIO, TEXAS 78241 | PHONE: 210.375.5000
 FAX: 210.375.0000

TEXAS BOARD OF PROFESSIONAL ENGINEERS, P.E. REGISTRATION NO. 8 419

NO.	REVISION	DATE

RESOLUTION 2015-xx

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH APPROVING THE CITY'S PARTICIPATION IN THE HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAMS FOR THE FISCAL YEARS 2016, 2017 AND 2018

WHEREAS, Bexar County has begun its re-qualification process as an Urban County for continued participation in the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Programs for the fiscal years 2016, 2017 and 2018; and,

WHEREAS, Bexar County Commissioners Court urges the City of Fair Oaks Ranch to enter into a Cooperative Agreement for inclusion in the Urban County designation; and,

WHEREAS, joining the Bexar County in its "Urban County" applications to the U.S. Department of Housing and Urban Development (HUD) would allow the City the opportunity to share in a pool of capital from grant and other financial assistance programs available to the County and suburban municipalities through the HUD Community Development Block Grant entitlement programs and the HOME program; and,

WHEREAS, the City Council of Fair Oaks Ranch desires to have its population included within the County's population in its "Urban County" applications to HUD.

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

1. The City Council of the City of Fair Oaks Ranch approves and authorizes the City's participation in the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Programs for the Fiscal Years 2016, 2017 and 2018
2. That the City Council authorizes the Mayor of the City of Fair Oaks Ranch to execute the Community Development Grant Program Cooperative Agreement with the County of Bexar, attached hereto as Exhibit "A."

PASSED AND APPROVED this 21st day of May, 2015.

Cheryl Landman, Mayor

ATTEST

Priscilla Abrego, City Secretary

STATE OF TEXAS	§	COMMUNITY DEVELOPMENT
	§	BLOCK GRANT PROGRAM
COUNTY OF BEXAR	§	COOPERATIVE AGREEMENT

This agreement (the "Agreement") is entered into by and between Bexar County ("COUNTY"), a political subdivision of the State of Texas, and **City of Fair Oaks Ranch** ("CITY"), a municipal corporation under the laws of the State of Texas (also, individually, a "Party" or, collectively, the "Parties").

RECITALS

1. The specific purpose of the Housing and Community Development Act of 1974, as amended, is the development of viable communities.
2. CITY has elected to have its population included as a portion of COUNTY's population in COUNTY's "Urban County" applications to the U.S. Department of Housing and Urban Development ("HUD") for the Community Development Block Grant ("CDBG") Entitlement Program, the HOME Investment Partnership Program and Emergency Solutions Grant Program ("ESG") (collectively, the "Grant Applications"), and COUNTY is willing to include CITY's population in the Grant Applications.
3. COUNTY wants to be designated as an "Urban County" by HUD in order to receive a formula share of program funds, provided that COUNTY has a population of 100,000 (excluding the population of its metropolitan cities) and has combined population of at least 200,000 included in its unincorporated areas and its included units of general local governments for essential Community Development and Housing-Assistance activities.

ARTICLE I
POPULATIONS COMBINED

1.01 CITY authorizes COUNTY to include CITY's population in the Grant Applications in order to qualify for a formula share of the entitlement funds through HUD's CDBG Entitlement Program and the HOME Investment Partnership ("HOME") Program, and COUNTY agrees to include the same in the Grant Applications.

1.02 CITY shall not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years in which this Agreement is in effect. Further, CITY shall not participate in a HOME consortium except through COUNTY, regardless of whether COUNTY receives a HOME formula allocation during the fiscal years in which this Agreement is in effect. CITY may receive a formula allocation under the ESG Program only through the COUNTY.

ARTICLE II

TERM

2.01 **Term.** This Agreement is effective for the three-year qualification period of Fiscal Years 2016, 2017 and 2018. This Agreement remains in effect until the CDBG, HOME Program and ESG Program funds and income received with respect to the three-year qualification period and any successive qualification periods are expended and the funded activities are completed, and the Parties may not terminate or withdraw from this Agreement while it remains in effect.

2.02 **Automatic Renewal; Termination.** This Agreement will automatically renew for each new three-year Urban County qualification period, unless CITY or COUNTY provides written notice of its intention to end its participation in this Agreement to the other Party before the end of a three-year qualification period. COUNTY agrees to notify CITY of its right to elect not to participate in a new qualification period by the date specified in the HUD's Urban County Qualification Notice for each new qualification period. Failure by either Party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a new qualification period, and to submit the amendment to HUD, shall void the automatic renewal of this Agreement.

ARTICLE III OTHER HUD REQUIREMENTS

3.01 **Cooperation.** The Parties will cooperate to undertake, or assist in undertaking, community renewal and lower-income-housing-assistance activities.

3.02 **Compliance with Specific Statutes.**

A. **Urban-County-Certification.** The Parties will take all actions necessary to assure compliance with the Urban County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws to affirmatively further fair housing.

B. **Environmental and Civil-Rights.** The Parties will take all required actions to comply with the provisions of the National Environment Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

3.03 **Furtherance of Fair Housing.** COUNTY prohibits the CITY from using CDBG

or HOME Program funding for activities in or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes COUNTY's actions to comply with its Fair Housing Plan and fair housing certification.

3.04 **Excessive-Force Policies.** COUNTY and the CITY have adopted and are enforcing:

1) a policy prohibiting the use of excessive force by law enforcement agencies with its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within the jurisdiction.

3.05 **No Veto of Plan.** Neither Party to this Agreement may veto or in any other way obstruct the implementation of the approved Consolidated Plan (the "Plan") during the period for which COUNTY is seeking to qualify as an Urban County, nor may either Party be required to undertake any activities not specifically in the Plan. In addition, nothing contained in this Agreement will deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which it presently possesses.

3.06 **CITY is Subrecipient.** Pursuant to 24 CFR 570.501 (b), the CITY is subject to the same requirements applicable to subrecipients, including the requirements for a written agreement set forth in 24 CFR 570.503.

3.07 **Urban County Program Responsibilities.** COUNTY will adhere to HUD requirements regarding public hearings and will have final responsibility for selection of projects, the filing of annual grant request and the preparation of annual performance reports.

3.08 **Certification Required.** This Agreement is not effective unless and until it is executed by both Parties and certified by counsel for COUNTY.

3.09 CITY may not sell, trade or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974, as amended.

ARTICLE IV
AMENDMENTS

4.01 No amendment, modification or alteration of the terms of this Agreement will be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

This Agreement is executed in duplicate originals this ____ day of _____, 2015.

COUNTY OF BEXAR

CITY OF FAIR OAKS RANCH

By: _____
Nelson W. Wolff
County Judge

By: _____
Cheryl Landman
Mayor

ATTEST:

ATTEST:

By: _____
Gerard Rickhoff
County Clerk

By: _____
City Secretary

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FORM:

Nicholas "Nico" LaHood
Criminal District Attorney
Bexar County, Texas

By: _____
City Attorney

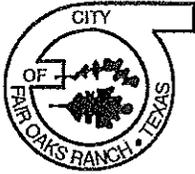
By: _____
Jill Torbert
Assistant Criminal District Attorney
Civil Section

APPROVED:
By: _____
Aurora M. Sanchez
Executive Director
Bexar County
Community Resources

APPROVED AS TO FINANCIAL CONTENT:

By: _____
Susan T. Yeatts
County Auditor

By: _____
David Smith
County Manager



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Public Safety Building Contractor Recommendation
START/END DATE: June/July 2015 through April/May 2016
DEPARTMENT: Public Works Department
PRESENTED BY: Ralph Wiesepape, Project Manager

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch hired DHR Architects in November 2013 to prepare a needs analysis for City facilities. Their study determined that the Police Department was in critical need for more space and updated facilities. Upon completion of that study, the City retained the services of DHR Architects to prepare construction documents to build a new Public Safety Building. The building will be a multipurpose facility for the Police Department and Court.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The Public Safety Building provides additional facilities for the City to provide services for the citizens.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City has set aside funds from the general reserve account to pay for the construction work. On May 6, 2015, sealed bids were opened at 4 p.m. with the following base bids read aloud:

General Contractor	Base Bid	General Contractor	Base Bid
CGC Construction	\$2,439,000.00	MJ Boyle	\$2,084,000.00
Davila Construction	\$2,199,000.00	Ortiz Group	\$2,310,000.00
Facility Solution Group	\$2,331,000.00	Vision Construction	\$2,809,893.00
Greco Construction	\$2,169,000.00		

DHR Architects has reviewed all bids for conformance with bidding instructions and checked references (see attached summary and evaluation from DHR). They recommend that the City awards the Public Safety Building construction project to M.J. Boyle General Contractor, Inc. of San Antonio, Texas. City staff typically recommends that an allowance for change orders be given not to exceed 10% of the award contract be included with the authorized award. However, there is a maximum budgeted amount of \$2,200,000 for this project, which only leaves \$116,000 available for change orders.

LEGAL ANALYSIS:

None.

RECOMMENDATION/PROPOSED MOTION:

I move to award the Public Safety Building construction to the low bidder, M.J. Boyle General Contractor, Inc., at a total amount of \$2,200,000.00.



May 8, 2015

Carole H. Vanzant
City Administrator
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015
carole@fairoaksranctx.org

**City of Fair Oaks - Public Safety Building
Bid Tabulation Summary and Evaluation**

Ms. Vanzant,

The bid opening for the above mentioned project occurred Wednesday, May 6, 2015, at the City of Fair Oaks Administration offices. Attached is the Bid Tabulation Summary sheet for your use.

Upon review, MJ Boyle submitted the lowest bid of \$2,084,000.00. The highest bid was submitted by Vision Construction with \$2,809,893. The difference between these was \$725,893.00.

The budget for this work was \$2.23M. In relation to this budget, the low bid from MJ Boyle was -10% under budget.

In reviewing the Contractors Qualification Statement, Section 1.12 Litigation Disclosure; they had answered 'yes'. We called MJ Boyle to inquire about this and they stated that they are not aware of any potential issues with the current list of subcontractors for this project.

We also did a reference check of previous projects which they have completed. References stated that they had worked with MJ Boyle previously, with all comments being positive. They recommended MJ Boyle highly.

In accordance with DHR's due diligence, we recommend awarding MJ Boyle based on the comments above.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Durand-Hollis', written over a horizontal line.

Gabriel Durand-Hollis, FAIA

DURAND-HOLLIS RUPE ARCHITECTS, INC.
14603 Huebner Road, Building 18, San Antonio, Texas 78230
P. 210.308.0080 F. 210.697.3309 Email: office@dhrrchitects.com



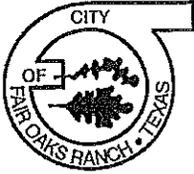
WED., May 6, 2015 4:00pm CST

Bid Date/Time:
Estimated Construction Cost:

BID TABULATION SUMMARY

General Contractor	Base Bid **	Bid Guarantee	Time of Completion (Days)	Acknowledgement of Addendums (1,2,3,4)	SubContractors Listed (Y/N)	Bid Supplements (Bid Bond A310, Sched. OF Values)	Mark-Up (%)
MJ Boyle	\$2,084,000.00	\$104,200.00	303	Yes	Yes	A310 (Bid Bond), A305 (Bidders OS)	10%
Greco Construction	\$2,169,000.00	\$108,450.00	330	Yes	Yes	A310 (Bid Bond), A305 (Bidders OS)	10%
Davila Construction	\$2,199,000.00	\$110,000.00	300	Yes	Yes	A310 (Bid Bond), A305 (Bidders OS)	5%
Ortiz Group	\$2,310,000.00	\$115,500.00	365	Yes	Yes	A310 (Bid Bond), A305 (Bidders OS)	10%
Facility Solution Group	\$2,331,000.00	\$116,500.00	250	Yes	Yes	A310 (Bid Bond), A305 (Bidders OS)	15%
CGC Construction	\$2,439,000.00	\$121,950.00	300	Yes	Yes	A310 (Bid Bond), A305 (Bidders OS)	12%
Vision Construction	\$2,809,893.00	\$140,494.65	270	Yes	Yes	A310 (Bid Bond), A305 (Bidders OS)	20%

** Base Bid includes an Allowance of \$10,000 for payment for Connection Fees for utilities.



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Battle Intense Pathway Mobility Project Contractor Recommendation
START/END DATE: June 2015/September 2015
DEPARTMENT: Public Works
PRESENTED BY: Ron Emmons

INTRODUCTION/BACKGROUND:

In 2014, City Council authorized and approved funds for Alamo Consulting Engineering & Surveying, Inc. to design a sidewalk along the west side of Battle Intense. The sidewalk starts at the intersection with Keeneland Drive and ties into the existing sidewalk just south of the Cibolo Creek. At the February 2015 regular City Council Meeting, Council motioned to approve the Battle Intense Pathway Mobility design and to proceed with the project.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Gives pedestrians an off-road path to navigate alongside Battle Intense.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The city budgeted \$200,000 for this pathway mobility project in the 2014-2015 General Budget under account 01-509-300. On May 13, 2015 at 2:00 p.m., City staff opened and read aloud for the Battle Intense Pathway Mobility Project. The bids were as follows:

General Contractor	Base Bid
Myers Concrete Construction, LP.	\$153,720.00
R.L. Rohde General Contracting, Inc.	\$167,962.00

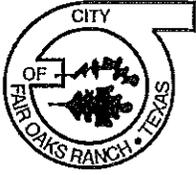
City staff recommends that an allowance for change orders not to exceed 10% of the award contract be included with the authorized award, which would add \$15,372 to the approval amount.

LEGAL ANALYSIS:

None

RECOMMENDATION/PROPOSED MOTION:

I move to award the Battle Intense Pathway Mobility construction to the low bidder, Myers Concrete Construction, LP, out of Wimberley, Texas at a total not-to-exceed amount of \$169,092.00.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: 2015 Street Maintenance and Repair Program
START/END DATE: No earlier than June 4, 2015 and no later than August 24, 2015
DEPARTMENT: Public Works Department
PRESENTED BY: Ron Emmons

INTRODUCTION/BACKGROUND:

The City maintains approximately 55 miles of streets and roads within the City limits. Since 2000, the City has annually applied a seal coat (also known as "chip seal") to the existing pavement to maintain, preserve, and prolong the original installation of aggregate road material. The roads have been typically sealed on a once every eight year cycle. The City is currently on its second iteration to seal coat the streets since the inception of the maintenance program. The chip seal process is industry-wide accepted as the most economical method of street maintenance to prolong the life of the street.

The bid package proposed a total of 121,945 square yards for this year's repair program, with the following streets designated for the seal coat:

Battle Intense	Cibolo Run	Hansel Drive
Cibolo Court	Cibolo Trace	High Eschelon
Cibolo Gap	Fair Oaks Parkway N	Keeneland Drive E
Cibolo Path	Fairway Valley	City Maintenance Yard

This year, staff evaluated and considered alternate methods to perform maintenance on the streets that prolongs the life of the road and base materials. One such maintenance procedure is known as Micro-Surfacing, which is a polymer modified, asphalt emulsion based, dense graded, cold mixed, quick setting, asphalt resurfacing material. It is designed to be applied in a semi-liquid condition with a specialized mixing and paving machine. Micro-Surfacing has been implemented in many areas throughout the country. However, there are challenges, one of which is a higher cost per square yard as compared to the seal coat method. The other issue is that micro-surfacing must be applied when the street is in a small window on the Pavement Condition Index (PCI). The seal coat has a wider PCI range when it is most effective. Due to these limitations, City staff continues to promote the seal coat as the preferred asphalt maintenance protocol for the City.

For the last several years, AC-15P Asphaltic material and PB Grade 5 Mod (precoated) aggregate has been the specified material on all seal coat jobs. While this specified material itself has served its intended purpose to prolong the life of the road, it has left an aesthetically unpleasant and non-uniform appearance throughout the City. In an effort to find a solution to improve the appearance, staff found that Bexar County staff has recently started using CHFRS-2P emulsified asphalt material and Grade 5 Igneous Trap Rock aggregate. The results so far for Bexar County have been promising; for example, refer to Dietz Elkhorn west of the City limits. It is a road that has this material applied to it. This year's seal coat program included this new material set as an alternate bid item.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The annual maintenance of the streets prolongs the life of the road, which ultimately keeps down higher costs that occur with major street improvements.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

A total of \$332,536 was budgeted under Contractual Services Street Maintenance (general code 506-530) for the annual street repair program. To date, \$24,588 has been spent for various street repairs. An estimated \$50,000 is anticipated for base failure repairs prior to the application of the seal coat. Also, there are several streets where a hot crack seal will be applied at an estimated cost of \$11,500. An additional \$26,000 is projected for striping of the roads upon completion of the seal coat.

On May 6, 2015 at 3:00 p.m., City staff opened and read aloud bids for the 2015 Street Maintenance and Repair Program. The bid documents allowed for two type bids: Material Set No. 1 is the standard material the City has used in past several years, AC-15P Asphaltic material and PB Grade 5 Mod (precoated) aggregate; Material Set No. 2 is the alternate bid material that Bexar County has recently used, CHFRS-2P emulsified asphalt material and Grade 5 Igneous Trap Rock aggregate. The bids were as follows:

Contractors	Material Set No. 1 Total Bid	Material Set No. 2 Total Bid
Lone Star Paving	\$310,309.70	\$296,895.75
Ramming Paving	\$237,544.40	\$237,544.40
Big Tex Paving	\$209,082.23	\$220,057.28

Typically, City staff recommends that an allowance for change orders not to exceed 10% of the award contract be included with the authorized award; however, doing so this year would cause an authorization that exceeds budgeted amounts. In the event a change order is necessary, City staff will work with the Finance Officer to bring back a proposal to City Council for approval. As we are aiming to improve the overall appearance of the roads, staff recommends that Material Set No. 2 be installed with this year's Seal Coat program.

LEGAL ANALYSIS:

None.

RECOMMENDATION/PROPOSED MOTION:

I move to award the 2015 Street Maintenance and Repair Program to the low bidder, Big Tex Paving, Inc. out of Johnson City, Texas, using Material Set No. 2, at a total amount of \$220,057.28.



Presentation on Traffic Control Devices

May 21, 2015

Fair Oaks Ranch City Council Meeting

Presented by: Chief Scott Rubin

1. Texas Transportation Code, Title 7., Subsection C., Chapter 544, Section 544.002

Sec. 544.001. ADOPTION OF SIGN MANUAL FOR STATE HIGHWAYS. The Texas Transportation Commission shall adopt a manual and specifications for a uniform system of traffic-control devices consistent with this chapter that correlates with and to the extent possible conforms to the system approved by the American Association of State Highway and Transportation Officials.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

As certified by Phil Wilson the Executive Director of the Texas Department of Transportation, the Texas Department of Transportation has adopted the Texas Manual on Uniform Traffic Control Devices Revision 1, November 2012.

Sec. 544.002. PLACING AND MAINTAINING TRAFFIC-CONTROL DEVICE.

(a) To implement this subtitle, the Texas Department of Transportation may place and maintain a traffic-control device on a state highway as provided by the manual and specifications adopted under Section 544.001. The Texas Department of Transportation may provide for the placement and maintenance of the device under Section 221.002.

(b) To implement this subtitle or a local traffic ordinance, a local authority may place and maintain a traffic-control device on a highway under the authority's jurisdiction. The traffic-control device must conform to the manual and specifications adopted under Section 544.001.

(c) A local authority may not place or maintain a traffic-control device on a highway under the jurisdiction of the Texas Department of Transportation without that

department's permission, except as authorized under Section 545.3561.

TEX TN. CODE ANN. § 544.003 : Texas Statutes - Section 544.003: AUTHORITY TO DESIGNATE THROUGH HIGHWAY AND STOP AND YIELD INTERSECTIONS

Search TEX TN. CODE ANN. § 544.003 : Texas Statutes - Section 544.003: AUTHORITY TO DESIGNATE THROUGH HIGHWAY AND STOP AND YIELD INTERSECTIONS

(a) The Texas Transportation Commission may:

(1) designate a state or county highway as a through highway and place a stop or yield sign at a specified entrance; or

(2) designate an intersection on a state or county highway as a stop intersection or a yield intersection and place a sign at one or more entrances to the intersection.

(b) A local authority may:

(1) designate a highway under its jurisdiction as a through highway and place a stop or yield sign at a specified entrance; or

(2) designate an intersection on a highway under its jurisdiction as a stop intersection or a yield intersection and place a sign at one or more entrances to the intersection.

(c) The stop or yield sign indicating the preferential right-of-way must:

(1) conform to the manual and specifications adopted under Section 544.001; and

(2) be located:

(A) as near as practicable to the nearest line of the crosswalk; or

(B) in the absence of a crosswalk, at the nearest line of the roadway.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

The following citations are from the Texas Manual on Uniform Traffic Control Devices;

Section 2A.04 Excessive Use of Signs

Regulatory and warning signs should be used conservatively because these signs, if used to excess, tend to lose their effectiveness.

Section 2B.07 Multi-Way Stop Applications

Support:

- 01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.
- 02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

- 03 *The decision to install multi-way stop control should be based on an engineering study.*
- 04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*
 - A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
 - B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*

C. *Minimum volumes:*

- 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
- 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
- 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
- D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

- 05 Other criteria that may be considered in an engineering study include:
 - A. The need to control left-turn conflicts;
 - B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
 - C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
 - D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Section 2B.04 Right-of-Way at Intersections

Support:

- 01 The Texas Transportation Code, Section 545.151 (see Section 1A.11) establishes the right-of-way rule at intersections having no regulatory traffic control signs such that the driver of a vehicle approaching an intersection must yield the right-of-way to any vehicle or pedestrian already in the intersection. When two vehicles approach an intersection from different streets or highways at approximately the same time, the right-of-way rule requires the driver of the vehicle on the left to yield the right-of-way to the vehicle on the right. The right-of-way can be modified at through streets or highways by placing YIELD (R1-2) signs (see Sections 2B.08 and 2B.09) or STOP (R1-1) signs (see Sections 2B.05 through 2B.07) on one or more approaches.

Guidance:

- 02 *Engineering judgment should be used to establish intersection control. The following factors should be considered:*
- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;*
 - B. Number and angle of approaches;*
 - C. Approach speeds;*
 - D. Sight distance available on each approach; and*
 - E. Reported crash experience.*
- 03 *YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:*
- A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;*
 - B. A street entering a designated through highway or street; and/or*
 - C. An unsignalized intersection in a signalized area.*
- 04 *In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:*
- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches*
 - B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or*
 - C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.*
- 05 *YIELD or STOP signs should not be used for speed control.*

Support:

- 06 Section 2B.07 contains provisions regarding the application of multi-way STOP control at an intersection.

Guidance:

- 07 *Once the decision has been made to control an intersection, the decision regarding the appropriate roadway to control should be based on engineering judgment. In most cases, the roadway carrying the lowest volume of traffic should be controlled.*
- 08 *A YIELD or STOP sign should not be installed on the higher volume roadway unless justified by an engineering study.*

Support:

- 09 The following are considerations that might influence the decision regarding the appropriate roadway upon which to install a YIELD or STOP sign where two roadways with relatively equal volumes and/or characteristics intersect:

- A. Controlling the direction that conflicts the most with established pedestrian crossing activity or school walking routes;
- B. Controlling the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds; and
- C. Controlling the direction that has the best sight distance from a controlled position to observe conflicting traffic.

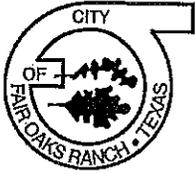
Sec. 552.006. USE OF SIDEWALK. (a) A pedestrian may not walk along and on a roadway if an adjacent sidewalk is provided and is accessible to the pedestrian.

Sec. 552.003. PEDESTRIAN RIGHT-OF-WAY AT CROSSWALK. (a) The operator of a vehicle shall yield the right-of-way to a pedestrian crossing a roadway in a crosswalk if:

- (1) no traffic control signal is in place or in operation; and
- (2) the pedestrian is:
 - (A) on the half of the roadway in which the vehicle is traveling; or
 - (B) approaching so closely from the opposite half of the roadway as to be in danger.

(b) Notwithstanding Subsection (a), a pedestrian may not suddenly leave a curb or other place of safety and proceed into a crosswalk in the path of a vehicle so close that it is impossible for the vehicle operator to yield.

(c) The operator of a vehicle approaching from the rear of a vehicle that is stopped at a crosswalk to permit a pedestrian to cross a roadway may not pass the stopped vehicle.



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Discussion on authorizing staff to work with Alderwoman Havard to present, no later than July 16, 2015, a proposed Policy governing City of Fair Oaks Ranch citizen Survey

START/END DATE: May 2015

DEPARTMENT: Council

PRESENTED BY: Alderwoman Havard

INTRODUCTION/BACKGROUND: Recent citizen surveys have not been developed by a multi-disciplinary team and therefore survey methodology, question validity; analyses, timely dissemination of results, etc. have been questioned. In addition, many citizens/possible survey participants have recorded distrust of non-anonymous surveys.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Increased communication and transparency
2. Increased survey participation and statistical validity
3. Reduction of potential bias

LONGTERM FINANCIAL & BUDGETARY IMPACT:

LEGAL ANALYSIS:

Policy to be adopted by Resolution will be reviewed at time of Resolution creation

RECOMMENDATION/PROPOSED MOTION:

Recommend authorizing staff to work with Alderwoman Havard to present, no later than July 16, 2015, a proposed Policy governing City of Fair Oaks Ranch citizen Survey.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



RECEIVED
JAN 20 2015
CITY OF FAIR OAKS RANCH

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 14, 2015

CERTIFIED MAIL NO.: 91 7199 9991 7034 4997 0803
RETURN RECEIPT REQUESTED

The Honorable Cheryl Landman, Mayor
City of Fair Oaks Ranch
7286 Dietz Elkhorn Road
Fair Oaks Ranch, Texas 78015

Re: Notice of Violation for the Comprehensive Compliance Investigation at:
Fair Oaks Ranch Utilities, FM 3351, Bexar County, Texas
Regulated Entity No.: RN101214104
TCEQ ID No.: 0150216, Investigation No.: 1205261

Dear Mayor Landman:

On October 30, 2014, Ms. Stacy Tanner of the Texas Commission on Environmental Quality (TCEQ) San Antonio Region Office conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable requirements for public water supply. Enclosed is a summary which lists the investigation findings. During the investigation, one outstanding alleged violation was identified for which compliance documentation is required. Please submit to this office by May 14, 2015, a written description of corrective action taken and the required documentation demonstrating that compliance has been achieved for the outstanding alleged violation. At this time, your public water supply continues to merit recognition as a "Superior" system.

In the listing of the alleged violation, we have cited applicable requirements, including TCEQ rules. Please note that both the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI 032) are located on our agency website at <http://www.tceq.state.tx.us> for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from either the San Antonio Region Office at (210) 490-3096 or the Central Office Publications Ordering Team at 512-239-0028.

The TCEQ appreciates your assistance in this matter. Please note that the Legislature has granted TCEQ enforcement powers which we may exercise to ensure compliance with environmental regulatory requirements. We anticipate that you will resolve the alleged violation as required in order to protect the State's environment. If you have additional information that we are unaware of, you have the opportunity to contest the violation documented in this notice. Should you choose to do so, you must notify the San Antonio Region Office within 10 days from

The Honorable Cheryl Landman, Mayor
January 14, 2014
Page 2

the date of this letter. At that time, Water Section Manager, Ms. Lynn Bumguardner, will schedule a violation review meeting to be conducted within 21 days from the date of this letter. However, please be advised that if you decide to participate in the violation review process, the TCEQ may still require you to adhere to the compliance schedule included in the enclosed Summary of Investigation Findings until an official decision is made regarding the status of any or all of the contested violation.

If you or members of your staff have any questions, please feel free to contact Ms. Tanner in the San Antonio Region Office at (210) 403-4078.

Sincerely,



Joy Thurston-Cook
Water Section Team Leader
San Antonio Region Office

JTC/ST/eg

Enclosures: Summary of Investigation Findings

Summary of Investigation Findings

FAIR OAKS RANCH UTILITIES

, BEXAR COUNTY,

Additional ID(s): 0150216

Investigation #

1205261

Investigation Date: 10/30/2014

OUTSTANDING ALLEGED VIOLATION(S) ASSOCIATED TO A NOTICE OF VIOLATION

Track No: 556820

Compliance Due Date: 05/30/2015

30 TAC Chapter 290.39(e)

30 TAC Chapter 290.39(h)(1)

30 TAC Chapter 290.46(n)(1)

Alleged Violation:

Investigation: 1205261

Comment Date: 12/16/2014

Failure to submit and acquire approval of as built engineering plans prior to operating a public water supply.

At the time of the investigation, the water system could not produce any documentation indicating that the water system had submitted as built engineering plans and subsequently received approval or an exception to the requirement prior to operating the water system.

30 TAC 290.46(n)(1)-- Accurate and up-to-date detailed as-built plans or record drawings and specifications for each treatment plant, pump station, and storage tank shall be maintained at the public water system until the facility is decommissioned. As-built plans of individual projects may be used to fulfill this requirement if the plans are maintained in an organized manner.

30 TAC 290.39(h)(1)-- No person may begin construction on a new public water system before receiving written approval of plans and specifications and, if required, approval of a business plan from the executive director. No person may begin construction of modifications to a public water system without providing notification to the executive director and submitting and receiving approval of plans and specifications if requested in accordance with subsection (j) of this section.

30 TAC 290.39(e)-- Submission of planning material.

Recommended Corrective Action: Provide by the compliance due date, documentation demonstrating that as-built plans or an exception request has been submitted to the Texas Commission on Environmental Quality (TCEQ), Utilities Technical Review Team (UTRT), MC 159, P.O. Box 13087, Austin, TX 78711-3087 and that approval or an exception has been granted.

The entity must ensure that the as-built plans are submitted by a licensed professional engineer. For further assistance regarding submittal contact the TCEQ UTRT at (512) 239-4691.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



RECEIVED
MAR 20 2015
CITY OF FAIR OAKS RANCH

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution
March 17, 2015

Mr. Ronald Emmons, Public Works Director/P.E.
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

Re: Compliance Investigation at:
City of Fair Oaks Ranch Wastewater Treatment Facility located on the northern border of Bexar County, west of Ralph Fair Road and south of Cibolo Creek at the extreme east side of Fair Oaks Ranch in Bexar County, Texas
TCEQ ID No.: WQ0011867001

Dear Mr. Emmons:

On February 25, 2015, Amber Fisher of the Texas Commission on Environmental Quality (TCEQ) San Antonio Region Office conducted an investigation of the above-referenced facility to evaluate compliance with applicable requirements for wastewater treatment. No violations are being alleged as a result of the investigation. However, please note that a follow up record review will be conducted once the results of the TCEQ San Antonio Region grab samples are received. Compliance with the effluent monitoring limitations will be verified at that time.

The TCEQ appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions regarding these matters, please feel free to contact Ms. Amber Fisher in the San Antonio Region Office at (210) 403-4028.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joy Thurston-Cook".

Joy Thurston-Cook
Water Section Team Leader
San Antonio Region Office

JTC/ALF/adj

Enclosure: Summary of Investigation Findings

Summary of Investigation Findings

FAIR OAKS PLANT	Investigation # 1229079
, BEXAR COUNTY,	Investigation Date: 02/25/2015
Additional ID(s): WQ0011867001	

No Violations Associated to this Investigation

ADDITIONAL ISSUES

Description

Were region collected samples compliant with the permit limits (except pH, DO and Cl2 minimum)?

Additional Comments

A follow up record review will be conducted once the results of the TCEQ San Antonio Region grab samples are received. Compliance with the effluent monitoring limitations will be verified at that time.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 6, 2015

CERTIFIED MAIL 91 7199 9991 7034 4996 7445
RETURN RECEIPT REQUESTED

Mr. Ronald Emmons, Public Works Director
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Re: Notice of Violation for Complaint/Reconnaissance Investigation at:
Fair Oaks Ranch Wastewater Treatment Facility located on the northern border of Bexar
County, west of Ralph Fair Road and south of Cibolo Creek at the extreme east side of
Fair Oaks Ranch (Bexar County), Texas
Regulated Entity No.: RN101613123; TCEQ ID No.: WQ0011867001

Dear Mr. Emmons:

On February 4, 2014, February 5, 2014, and April 1, 2014, Kathy Roecker of the Texas Commission on Environmental Quality (TCEQ) San Antonio Region Office conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable requirements for wastewater treatment. Enclosed is a summary which lists the investigation findings. During the investigation, a certain outstanding alleged violation was identified for which compliance documentation is required. Please submit to this office by May 15, 2015, a compliance plan for outstanding alleged violation. A compliance due date will be determined after you provide a compliance plan for this alleged violation.

In the listing of the alleged violation, we have cited applicable requirements, including TCEQ rules. Please note that both the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI 032) are located on our agency website at <http://www.tceq.state.tx.us> for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from either the San Antonio Region Office at 210-490-3096 or the Central Office Publications Ordering Team at 512-239-0028.

The TCEQ appreciates your assistance in this matter. Please note that the Legislature has granted TCEQ enforcement powers which we may exercise to ensure compliance with environmental regulatory requirements. We anticipate that you will resolve the alleged violations as required in order to protect the State's environment. If you have additional information that we are unaware of, you have the opportunity to contest the violation documented in this notice. Should you choose to do so, you must notify the San Antonio Region Office within 10 days from the date of this letter. At that time, Ms. Lynn Bumguardner, Water Section Manager will schedule a violation review meeting to be conducted at a specified date and time. However, please be advised that if you decide to participate in the violation review process, the TCEQ may still require you to adhere to the compliance schedule included in the

RECEIVED
APR 13 2015
CITY OF FAIR OAKS RANCH

Mr. Ronald Emmons

Page 2

April 15, 2015

enclosed Summary of Investigation Findings until an official decision is made regarding the status of any or all of the contested violations.

If you or members of your staff have any questions, please feel free to contact Kathy Roecker in the San Antonio Region Office at 210-490-3096.

Sincerely,



Joy Thurston-Cook, Water Section Team Leader
San Antonio Region Office
Texas Commission on Environmental Quality

JTC/KAR/adj

Enclosure: Summary of Investigation Findings

Summary of Investigation Findings

FAIR OAKS PLANT	Investigation # 1165568
, BEXAR COUNTY,	Investigation Date: 02/04/2014
Additional ID(s): WQ0011867001	

OUTSTANDING ALLEGED VIOLATION(S) ASSOCIATED TO A NOTICE OF VIOLATION

Track No: 565784 Compliance Due Date: 05/15/2015
30 TAC Chapter 101.4

Alleged Violation:

Investigation: 1165568

Comment Date: 03/31/2015

Failure to prevent a discharge from any source whatsoever one or more air contaminants or combinations thereof, in such concentration and of such duration as are or may tend to be injurious to or to adversely affect human health or welfare, animal life, vegetation, or property, or as to interfere with the normal use and enjoyment of animal life, vegetation, or property.

Based on the three signed affidavits from contiguous property owners, a nuisance odor violation is being issued to the City of Fair Oaks Ranch WWTF. According to documentation, odors began in June 2013 and have continued to persist affecting nearby landowners' normal use and enjoyment of their personal property. Additionally, during the February 4, 2014 complaint investigation, a highly offensive, moderate sewage sludge odor at an adjacent landowner's property was confirmed, that lasted for approximately 10-15 minutes.

Recommended Corrective Action: The City of Fair Oaks Ranch shall submit a compliance plan, by the compliance due date, outlining the actions taken to date, as well as actions the City is planning to take to address nuisance odors originating from the wastewater treatment facility.

City of Fair Oaks Ranch Stationary

DRAFT

Ms. Joy Thurston-Cook, Water Section Team Leader
Texas Commission on Environmental Quality
San Antonio Region 13 Office
14250 Judson Rd.
San Antonio, Texas 78233-4480

Dear Ms. Thurston-Cook

The purpose of this letter is to respond to your letter of April 6, 2015. In that letter, you requested that the City of Fair Oaks Ranch (CITY) submit a compliance plan, by May 15, 2015, outlining:

1. The actions taken by the CITY to date; as well as,
2. The actions the CITY is planning to take to address the alleged nuisance odors originating from the CITY's wastewater treatment facility.

On April 17, 2015 the CITY retained C. Thomas Koch, Inc. (CTK) to evaluate the options available to the CITY for resolving the current alleged odor issues at the treatment facility and defining the short-range and long-range alternatives the City needs to take to address the increasing demands for sewage service and need for additional sources of recycle water.

The FIRST action taken by the CITY since receipt of your letter has been to retain the services of C. THOMAS KOCH, INC. to assist the CITY develop and implement:

1. Short-term strategy that addresses the alleged nuisance odors that now exist; and,
2. Long-term strategy that addresses the CITY'S increasing demand for additional wastewater treatment facilities and demands for higher-quality recycle water availability with a lack of available space to locate such facilities.

The SECOND action taken by the CITY since receipt of your letter has been to meet with Mr. Steve Clouse, Chief Operating Officer, San Antonio Water System (SAWS) on April 30, 2015. The purpose of the meeting was to obtain SAWS acceptance of increased volumes of waste activated sludge in its wastewater collection system and the willingness of SAWS to cooperate with the CITY to develop a long-range regional solution for meeting the demands for wastewater disposal facilities and the demands for increasing volumes of available higher-quality recycle water.

The findings and recommendations of CTK will be presented to the City Council on Thursday, May 21, 2015.

SIGNED BY RON

WORK PLAN STATUS REPORT

May 18, 2015

HUMAN RESOURCE INITIATIVES

- **Recruitment and Selection:**
Human Resource Specialist (The City has extended an offer for the position.)
Police Officers (The City continues to recruit for three Police Officers and currently has 15 candidates.)
- **Classification & Pay Plan / Employee Evaluation Process** (Werling Associates has completed the Classification and Pay Study. Staff is reviewing the consultant's findings and recommendations. Werling Associates is scheduled to present its findings at a Special Council Meeting on June 22).
- **Personnel Manual** (Alamo HR Services has completed its final draft for Staff review and presentation to City Council at the Regular Council Meeting July 16.)

USE OF TECHNOLOGY AND COMMUNICATIONS

- **IT Support** (Fully implemented.)
- **Upgrade Audio/Visual Capabilities of City Council Chambers** (Underway)
Improve ability to have better visual presentations in the City Council Chambers for council members and the public.
Status: Acoustical panels have been installed. Installation of additional panels is scheduled by the end of June. Audio visual enhancements may be considered during the FY2015-16 Budget process.
- **Enhance Website** (Assessment and modification of Website Underway)
Status: The Front Desk Administrative Assistant continues to work with Department Heads to make updates and improvements to the City's website, improvements will continue throughout the remainder of the fiscal year.

FINANCIAL MANAGEMENT INITIATIVES

- **Bond Issue** (Bond sale complete.)
Frost Bank was awarded the 2015 Street Bonds with a true interest cost of 2.029746%. The bond proceeds of \$7 million were deposited in a City account with TexPool.
- **Separate Operating and Capital Funds** (Underway)
A Capital Fund totaling \$2.4 million for construction of the Public Safety Building (\$2.2 million) and the Battle Intense Sidewalk (\$200,000) has been established.

Separate funds will also be established for management of debt service contributions and expenditures in administering the street bond funds approved in the November 2014 Bond Election. Appropriation of separate operating/maintenance budgets and capital budgets for both General Operations and Utilities will be considered by City Council during the budget process.

- **Multi-Year Capital Improvement Program (CIP)**(Identification of projects underway.)
Timeline: The CIP will be part of the City's annual budget process and should be adopted by the City Council in August or September. Forms and instructions to identify projects have been distributed to Departments for submission by June30.

DEVELOPMENT AND GOVERNANCE ISSUES

- **Strategic Planning Process** (The Strategic Planning process has been deferred until after the City Council Election in May.)
- **General Law vs. Home Rule Governance** (A Council Work Session is scheduled for June 3 to discuss and give guidance on Development and Governance issues.)
- **Revisions to City's Subdivision Regulations** (Pending). Initial consideration to be scheduled for a Growth and Development Council Work Session scheduled for June 3. See above.
- **Expand Water and Sewer Service into the City's Remaining ETJ** (No change. Pending Public Utility Commission [PUC] action.)
Status: PUC staff initially declared the city's application to expand its CCN administratively incomplete. Mapping issues have been raised by PUC staff regarding the City's application. Staff, working through its environmental attorney Lloyd Gosselink LLC, has submitted revised maps to address the mapping issue. The application remains pending PUC action.
- **Inter-Local Development Agreements** (Pending.)
Staff is reviewing options proposed from both Bexar and Kendall Counties for the processing of plats in the ETJ.
- **Agreements for Fire Code Enforcement** (Pending completion of a letter agreement.)
Staff has reached an informal agreement with the Bexar County Fire Marshall to conduct fire inspections and provide other enforcement services on an as needed basis. A letter agreement will be prepared to formalize the informal agreement.

ORGANIZATIONAL STRUCTURE AND MANAGEMENT

- **Staff Organization** (Pending)
Recruitment of the Human Resource Specialist position is underway. Other changes may be proposed in the FY 2015-16 Budget.
- **Office of the City Administrator / City Manager** (Pending)
Develop draft ordinance creating and delineating the powers, duties and other particularities of the Office of the City Administrator/City Manager prior to recruiting a permanent replacement.
Timeline: Anticipate presenting a draft ordinance to Council in June for adoption at the July Council Meeting. See attached City Council Summer Planning Calendar.

OTHER PROJECTS

- **Public Safety Building (Bids received pending Council action.)**
Bids were received May 6. MJ Boyle Construction was the lowest and best bidder at \$2,084,000. Council will be asked to award the lowest and best bid at the May 21 City Council Meeting. Ralph Wiesepape, the Project Manager, will present a detailed progress report at the City Council Meeting Thursday.
- **Oak Wilt Survey (Ordinance pending).**
Staff is developing a draft ordinance for consideration by Council to better address controlling the spread of oak wilt.
- **Street Infrastructure (Engineering proposals received)**
Pape Dawson was selected by the City selection committee based on interviews with three firms selected as finalists to provide engineering services for the Street Bond Improvements. Authorized by the voters in November. City Council will be asked to authorize a contact for engineering services with Pape Dawson at the May 21 Council Meeting.
- **TCEQ Water System Regulatory Requirements: (No change)**
As a result of a recent inspection of the Fair Oaks Ranch Water System, TCEQ has notified the City of a potential technical violation of the Texas Administrative Code which requires "as built plans or record drawings" of its water system. The City has searched its files for such plans and drawings and has had its consultants exhaustively search their files as well. Although most the infrastructure has been appropriately documented not all of the "as built drawings" have been located. A number of other systems in the State have encountered similar problems with TCEQ. Accordingly, the City Administrator has retained Lloyd Gosselink, LLC an environmental law firm, to represent the City in this matter.
The Attorney has requested an exception to the requirements on behalf of the City citing a provision of the code which allows the Executive Director to grant an exception provided "that the exception will not compromise the public health or result in a degradation of service or water quality". TCEQ action remains pending.
- **Extension of Solid Waste Contract.** City staff has negotiated a one year extension of the solid waste collection contract with Republic Services. The City of Fair Oaks Ranch contract is due to expire at the end of September. The Woods of Fair Oaks has a contract with Waste Management which is due to expire August 31st. Staff recommends extension of the contract with Republic Services for one year to include The Woods in order to standardize service and assure continuity of service for both areas. Staff will submit to Council a proposed contract for its consideration at the May 21 City Council Meeting.
- **Allocation of a Portion of City Sales Tax to Capital Needs.** City council is to consider this proposal during the 2015-16 budget process.

CITY COUNCIL SUMMER PLANNING CALENDER

- May 9 City Council Election
- May 11 Werling submits Classification and Pay Study recommendations, including the City Administrator position.
- May 18 Official Canvass; Aldermen elected May 9 are sworn-in.
- May 21 New City Council is formally seated at the regular City Council meeting; Mayor Pro Tem elected for one-year term.
- Jun 3 City Attorney leads City Council work session regarding Governance and Development Issues including discussion of City Administrator's role. Direction given to Staff as to how to proceed.
- Jun 8 week of* City Council Budget Summit held to discuss preliminary revenue estimates and expenditures for the FY2015-16 Budget including future impacts in accordance with representations made to Standard and Poor during bond rating conference call.
- Jun 18 At the regular City Council meeting, for discussion purposes only, Interim City Administrator submits recommended ordinance delineating the duties and responsibilities of the City Administrator utilizing the Council's input from the Governance and Development work session
- Jun 22 week of* Werling leads City Council work session regarding Classification and Pay Study. Direction given to Staff.
- Jul 16 City Council adopts ordinance defining the City Administrator position and defines the recruitment and selection process for posting by end of July.
- Jul 20 City Administrator receives direction from the Mayor regarding the assumptions for development of the FY2015/16 proposed budget.
- Jul 27 City receives final tax rolls from the three County Appraisal Districts.
- Aug 14 Mayor submits a proposed budget to City Council thirty days prior to adoption; files with City Secretary.
- Aug 17 week of* City Council Budget Work Session held to review/discuss Mayor's proposed budget.
- Aug 24 week of* City Council Budget Work Session held to deliberate General Fund proposed budget.
- Aug 31 week of* City Council Budget Work Session held to deliberate Utility Fund proposed budget.
- Sep 8 week of* City Council Budget Work Session held to deliberate Capital Improvement Program, proposed FY2015-16 Annual Capital Budget and Debt Service Budget. City Council Public Hearing held on the Budget and Tax Rate.
- Sep 17 City Council holds second public hearing, if needed, and adopts the FY2015-16 Budget and tax rate at the regular September City Council meeting.
- Sep 30 Recruitment for City Administrator position closes. Review of applications begins.

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BUDGET ADOPTION PROCEDURE

Step 1- Budget Officer Prepares Budget. The Mayor serves as the budget officer (LGC 102.001) and is required to prepare a budget to cover all proposed expenditures of the municipality for the succeeding year (LGC102.002). A proposed budget that requires raising more revenue from property taxes than in the previous year must contain a cover page with the following statement in 18-point or larger type:

“This budget will raise more total property taxes than last year’s budget by (insert total dollar amount of increase and percentage increase), and of that amount (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll) is tax revenue to be raised from new property added to the tax roll this year.”

Step 2 - Budget Filed with City Secretary and Public Hearing Set. Mayor shall file the proposed budget with the city secretary not less than 30 days prior to the time the city council passes the tax levy ordinance (LGC 102.005). The proposed budget shall be available for inspection by any person and shall be maintained on the city’s website (LGC 102.005c). Council shall call a public hearing on the proposed budget on a date at least 15 days after the date of filing it with the city secretary and prior to the date that the city council will pass the tax levy ordinance (LGC 102.006).

Filing Date: August 14, 2015

Public Hearing Date(s): September 8-11, 2015

NOTE: When the proposed tax rate requires two public hearings; budget schedule will follow the tax rate public hearing schedule.

Step 3 - Notice of Public Hearing on Budget. Public notice of the date, time and place of the hearing on the budget shall be published in one newspaper at least 10 days before the day of the hearing but not more than 30 days before the date of the hearing.

Notice Date: August 28 or September 1, 2015

Step 4 - Adoption of Budget. At the conclusion of the public hearing, Council shall, by motion, either adopt the budget or postpone consideration/action until a later date. The Council may make any changes in the budget that it considers warranted by the law or by the best interest of the city tax payers (LGC 102.007).

Adoption Date: September 8-11 or 17, 2015

Step 5 - Separate Vote. Two separate votes (action items) of the city council are required to enact a budget that will require raising more revenue from property tax than was raised in previous year (LGC 102.007c):

One vote must be limited to specifically ratifying the property tax increase reflected in the budget

Second vote is to adopt the budget

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PROPERTY TAX RATE ADOPTION PROCEDURE

Proposed Tax Rate: .xxx or rollback rate
Effective Tax Rate: .xxx (the tax rate that would impose the same total taxes as last year)
Rollback Tax Rate: .xxx (the highest tax rate we can set before the taxpayers can start a rollback procedure)

Step 1 - By July 27, Appraisal Districts submits certified tax rolls to the Mayor. By August 7 or as soon thereafter as practicable, Kendall Appraisal calculates the effective and rollback tax rates. City Secretary, after reviewing rates, publishes them along with a statement of tax increase or decrease. Publication date:

Publication Date: August 11, 2015

Step 2 - Before August 14, the Mayor determines how much property tax revenue is needed to fund the budget and decides how much tax to levy. Proposed property tax rate:

.XXXX

Step 3 - As the proposed tax rate *exceeds* the effective or rollback tax rate (whichever is lower) Council must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item and calls for two public hearings (the second hearing may not be held earlier than the 3rd day after the date of the first hearing). The vote must be recorded and the motion must state the desired rate.

Council Date for Adoption Proposal: August 20, 2015
Public Hearing Dates: September 8-11 and if needed September 17, 2015
Tax Rate Adoption Date: September 17, 2015

Step 4 - City Secretary must notify the public of the dates, times and place of the hearings. The *Notice of Public Hearing on Tax Increase* on the proposed tax rate must be published in the newspaper and on city's website at least seven days before the first hearing.

Publication Date: August 27 or September 1

Step 5 - A quorum of the Council must hold two public hearings; at each hearing, Council must announce the date, time and place of the meeting at which it will vote on the tax rate.

Step 6 - After the public hearings and before the meeting for the vote, City Secretary publishes in the newspaper and on the city's website a notice titled, "*Notice of Tax Revenue Increase*".

Publication Date: September 15

Step 7 - Council must adopt the tax rate no less than three days but no more than 14 days after the second public hearing (minimum of 4 council members must be present LGC 22.039).

Tax Rate Adoption Date: September 17