



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

November 17, 2016; 7:00 PM

City Hall Council Chambers, 7286 Dietz Elkhorn, Fair Oaks Ranch

I. ROLL CALL – DECLARATION OF A QUORUM

II. OPEN MEETING

Pledge of Allegiance, Boy Scout T. Houle

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.

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 October 20, 2016 Regular City Council Meeting Minutes. Pgs. 3-6
- B. Approval of November 1, 2016 Special City Council Meeting Minutes. Pg. 7
- C. Approval of November 3, 2016 Regular City Council Meeting Minutes. Pgs. 8-9

V. DISCUSSION/CONSIDERATION ITEMS

- A. Discussion and possible action on a Resolution ratifying and appointing the City of Fair Oaks Ranch Finance Officer. City Administrator T. Maples Pgs. 10-11
- B. Discussion and possible action on a Resolution removing and appointing Directors to the City of Fair Oaks Ranch Municipal Development District Board of Directors. Mayor Manitzas Pgs. 12-13
- C. Discussion and possible action on the approval of Frost Bank Plat. Mgr. of Engineering Services A. Garcia Pgs. 14-17
- D. Discussion and possible action on a Memorandum of Understanding (MOU) between the Fair Oaks Ranch Homeowners Association and the City of Fair Oaks Ranch regarding the Arbors Preserve and authorizing the Mayor or his designee to sign said Understanding. Mayor Manitzas Pgs. 18-25
- E. Discussion and possible action on approving a professional services contract with Gap Strategies to update City's Comprehensive Plan and authorize the Mayor or his designee to sign said Contract. City Administrator T. Maples Pgs. 26-81

VI. REPORTS FROM STAFF / COMMITTEES / COUNCIL

- A. Police Chief - Team Building, Support, and Fundraising Initiatives
- B. City Administrator – Master Drainage Plan and Workshop Status Report
- C. Project Engineer – Roadway Reconstruction Project Update
- D. Assistant City Administrator - Update on Holiday Trash Pick-up Schedule

VII. CONVENE INTO EXECUTIVE SESSION

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

Section 551.071; Consultation with the City Attorney regarding Cause No. 2016-CI-05444; the City of Fair Oaks Ranch, Texas vs R.W. Pfeiffer Properties, LLC.

VIII. RECONVENE INTO OPEN SESSION

IX. ADJOURNMENT

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

Signature of Agenda Approval: _____

I, Christina. Picioccio, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the city's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times. Said Notice was posted by 5:00 p.m., November 10, 2016 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).

**CITY OF FAIR OAKS RANCH
CITY COUNCIL MEETING MINUTES - OCTOBER 20, 2016
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015**

I. ROLL CALL – DECLARATION OF A QUORUM

Council Members Present: Mayor Pro Tem Schmidt, Alderman Elizondo, Alderman Hartpence, Alderwoman Havard, and Alderwoman Patel.

Having a quorum present, Mayor Manitzas called the Regular City Council meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

Led by B. Regan, resident

III. CITIZENS and GUEST FORM/PRESENTATIONS

A. Citizens to be heard

1. C. Phillips, 29018 Tivoli Way, showed a video on flowing storm water on Fair Oaks Parkway and The Fountains subdivision, noting, that in his opinion, waiting to do a master drainage plan is an acknowledgment by the Council that they are okay with the storm water flood issues in The Fountains.

2. B. Regan, 8624 Fairway Green, encouraged City Council to move forward on the known drainage issues, adopting a Resolution authorizing the expenditure of city funds. He noted if the City is not responsible, then proceed with reimbursements from the party(ies) that are responsible.

B. Chris Cook, member of the Wildlife Education Committee, introduced Bubba Ortiz, Director of Operations, Ortiz Game Management LLC. Bubba presented information on feral hogs including their history; how they got here; their characteristics and behaviors; their threat to wildlife, livestock and humans; and their destructiveness to property. When asked by Mayor Manitzas how does one handle the population of hogs, Ortiz noted determining the food source and hog behavior is needed. When asked by Alderwoman Havard if the City is more likely to see hog damage than hogs, Ortiz replied yes. When asked by Alderwoman Patel, Ortiz noted the average life span of feral hogs is 8 years and through recent surveys, the general population of hogs in San Antonio was 469 in 2014 and 361 in 2015; in Bexar County 417 hogs in 2014 and 321 in 2015; and that Texas, overall, has approximately 6-8 million feral hogs. Ortiz stated he does provide some work on a variety areas around/near Fair Oaks Ranch, when asked by Alderman Elizondo. Alderwoman Havard asked how the City can be proactive - Ortiz replied setting up traps/barriers in new developments/construction areas. When asked by resident L. Koerner about public safety, Ortiz noted feral hogs, as any wild animal, can be aggressive when hungry and protecting their young.

IV. CONSENT AGENDA

Mayor Manitzas stated the City Council meeting minutes of October 6 and September 19 were being pulled for additional review.

MOTION: Made by Alderwoman Havard, seconded by Alderwoman Patel to approve Resolution 2016-21; approving the 2016 property tax levy roll.

VOTE: 5-0; Motion Passed

V. **CONSIDERATION/DISCUSSION ITEMS**

A. Discussion of draft Resolution defining when a public purpose is served in using Fair Oaks Ranch city funds to ameliorate storm water drainage problems

Alderman Hartpence presented a draft Resolution that defines when a public purpose is served in using public funds to ameliorate storm water drainage issues and noted the goal today is to initiate a discussion to determine if a Resolution as such is warranted. He feels the City can use public funds, under certain circumstances, for private issues.

1. Alderwoman Havard disagrees as the City should review existing ordinances pertinent to the subject first.
2. Alderman Elizondo noted the City needs to commit to a time line for establishing a comprehensive storm water program and believes this discussion is a great start (see attached talking point paper, Exhibit A). When asked by Alderman Hartpence, Elizondo noted yes, the City should address high priority if the following conditions apply: protection of human life and health, minimizing damage to public and private property, and maintaining property values in the City.
3. Alderwoman Havard feels it would be a rare occasion for the City to have liability, re-iterated existing city ordinance provides a statement of purpose, wants the City to investigate and understand the cause of the drainage case, and believes Council needs to be good stewards of city funds.
4. Alderman Hartpence reiterated the proposed Resolution is only defining when a public purpose is served in using public funds to ameliorate storm water drainage issues and not address liability.
5. Mayor Manitzas feels the City needs accurate data to move forward as we don't want quick fixes to cause diversion downstream. The Master Drainage Plan, as budgeted, adds value and recommends we move forward with the Plan which will offer a prioritization of the necessary projects.
6. Alderman Schmidt noted there are three drainage locations that are in need of an immediate fix and that the draft Resolution is a policy on the use of public funds.
7. Alderwoman Patel feels the three circumstances/reasons stated in the proposed Resolution have ambiguity and wants each defined, further explained as to what they mean, and establish a metric of each.
8. Alderman Hartpence questioned why the Intrepid/Robin Dale drainage is being addressed in the Road Reconstruction Project and not in the future Master Drainage Plan. Mayor Manitzas noted this water runoff affects a public road.
9. City Administrator Maples stated a storm water drainage study was done in 2009 and solutions of some known projects have been done, are in the bond, or have not been done due to downstream issues needing further assessment.

B. Consideration and possible action on ratifying the City Secretary appointment

City Administrator Maples stated at the September 2016 City Council meeting he was authorized to begin the selection process for the City Secretary position. After interviews of four candidates by the senior staff and then, privately, with him, a group discussion was held. After the discussion, Maples extended a job offer, subject to Council ratification and appointment, to Christina Picioccio, currently the Fair Oaks Ranch Public Works Executive Assistant. If ratification is approved tonight, an appointing Resolution will be brought forth at the next meeting.

MOTION: Motion made by Alderman Elizondo, seconded by Alderwoman Havard to approve ratifying Christina Picioccio as City Secretary.

DISCUSSION: Alderman Schmidt stated he has worked with Christina on several projects in the past and finds her knowledge of the City will be a real asset. Alderwoman Patel, having worked with Christina on the Capital Improvements Advisory Committee, finds her work to be outstanding.

VOTE: 5-0; Motion Passed

VI. **REPORTS FROM STAFF / COMMITTEES / COUNCIL**

A. City Administrator Maples reported he is finalizing the property tax exemption report and hopes to bring it to Council in the near future.

B. Council requested a briefing on the Boerne Independent School District's new school being built in Fair Oaks Ranch and the possibility of appointing a Council member as a liaison to BISD.

VII. **EXECUTIVE SESSION**

B. Pursuant to Section 551.101 and 551.071 of the Open Meetings Act, Texas Govt Code, City Council convened at 8:40 p.m. into closed session to consult with the City Attorney Cause No. 2016-CI-05444; the City of Fair Oaks Ranch, Texas vs R.W. Pfeiffer Properties, LLC

VIII. **RECONVENE INTO OPEN SESSION**

City Council reconvened into Open Session at 9:49 p.m.

IX. **ADJOURNMENT**

Mayor Manitzas adjourned the meeting at 9:50 p.m.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary

Comments provided by Alderman Roy Elizondo

Regular Council Meeting

October 20, 2016

Item V.A. Draft Resolution on Public Purpose Storm Water Issues Talking Points

FOR needs to commit to a timeline for establishing a comprehensive storm water program

Ultimately the storm water program should address:

1. Protection of human life and health
2. Minimizing damage public and private property
3. Maintaining property values across the city's tax base
4. Ensuring appropriate and efficient use of public monies, by establishing clear, consistent and equitable decision rules for compliant expenditures of public funds
5. Ensuring that responsibilities for storm water management in flood prone areas are understood by city staff, developers, builders and occupants
6. Maintaining the natural beauty of the city
7. Ensuring compliance with applicable environmental laws and regulations
8. Creating the mechanisms for funding storm water management activities and integrating the mechanisms with the overall financial strategy

Significant elements of the storm water program should be based on the output of the Master Drainage Plan

We should be able to roll out this large complex program in steps, focusing on high priority elements first

Protecting safety & health, minimizing property damage and preservation of property values should be highest on the list

The resolution presented tonight is a great place to start the discussion. What we need know is to drive a stake in the ground to make sure we finish the job as soon as we can.

**CITY OF FAIR OAKS RANCH
CITY COUNCIL SPECIAL MEETING MINUTES
November 1, 2016; 6:30 P.M.
7286 Dietz Elkhorn, Fair Oaks Ranch, Texas**

A quorum of the City Council members; Mayor Manitzas, Alderman Elizondo, Alderman Hartpence, Alderwoman Patel and Alderwoman Havard, attended the Fair Oak Ranch Homeowners Association monthly meeting.

I. FORHA Special Report and Open Discussion regarding the Arbors Preserve

FORHA Board member D. Grandjean provided a presentation on the Arbors Preserve, inclusive of areas within the development proposed to be conveyed to FORHA, the newly created Unit HOA, and/or the City. After the presentation, Board Vice-President McDavid opened the floor for questions and comments regarding the Preserve.

No Council member asked or answered questions regarding the city operations and/or business dealings pertaining to the Preserve or spoke on behalf of the City Council. Furthermore, no informal or formal action by the City Council was taken.

At the end of the questions and comments period on the Arbors Preserve by the FORHA Board, several council members left the meeting at 7:20 p.m. thus ceasing a quorum of City Council.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary

**CITY OF FAIR OAKS RANCH
CITY COUNCIL MEETING MINUTES - NOVEMBER 3, 2016
7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015**

I. ROLL CALL – DECLARATION OF A QUORUM

Council Members Present: Mayor Manitzas, Mayor Pro Tem Schmidt, Alderman Hartpence, Alderwoman Havard, and Alderwoman Patel
Council Member Absent: Alderman Elizondo
Having a quorum present, Mayor Manitzas called the Regular City Council meeting to order at 9:30 a.m.

II. PLEDGE OF ALLEGIANCE

Led by guest attendee, Allison Leonard

III. CITIZENS and GUEST FORUM/PRESENTATIONS

A. No citizens requested to be heard
B. Ms. Leonard, BISD PTO member, introduced herself and briefly described what the PTO does before showing the PTO-created "I Love My School" video.

IV. CONSENT AGENDA

Alderman Hartpence requested the October 6 meeting minutes be removed to Discussion Item.

MOTION: Made by Alderwoman Havard, seconded by Alderwoman Patel to approve the September 19 special City Council meeting minutes and Resolution 2016-22 appointing the Fair Oaks Ranch City Secretary

VOTE: 5-0; Motion Passed

V. CONSIDERATION/DISCUSSION ITEMS

Approval of October 6, 2016 Regular City Council Meeting Minutes.

Alderman Hartpence requested that the notation regarding Exhibit C be reworded to state that the Exhibit were notes of his thoughts on addressing drainage and not notes taken from attending a Save the Fountains meeting.

MOTION: Made by Alderwoman Havard, seconded by Alderman Schmidt to approve the October 6 City Council meeting minutes as amended.

VOTE: 5-0; Motion Passed

A. Discussion and possible action regarding the Fair Oaks Ranch Homeowners Association Memorandum of Understanding (MOU) for the Arbors Preserve

Mayor Manitzas noted, in February 2016, City Council approved the Arbors Development Agreement includes 74.89 acres of a preserve area to be or attempt to be conveyed to FORHA before March 1, 2017. Since approval, various conversations have been held by FORHA and the City Council regarding an MOU between FORHA and the City on the Area. Alderman Hartpence noted several residents attended the recent FORHA meeting speaking in favor of FORHA obtaining the Preserve. M. McConnell, meeting attendee, stated FORHA currently has several trail systems inaccessible due to terrain and The Arbors is no different, the cost burden on FORHA is minimal, and if FORHA owns the Preserve it is a private park.

MOTION: Made by Alderman Hartpence, seconded by Alderwoman Havard to accept the MOU as written and forward to Legal for refinement.

DISCUSSION: Alderman Schmidt doesn't feel safety/fire issues including evacuation route have been

addressed and the area is too isolated - existing FORHA trails are surrounded by homes. Alderwoman Patel stated the draft MOU is a general concept only and needs further Legal review. Mayor Manitzas noted the property tax issue will not be resolved by Nov. 11, 2106 and as such, the MOU will be updated with, likely, a January 2017 date.

VOTE: 5-0; Motion Passed.

B. Discussion and possible action of appointing a City liaison to the Boerne Independent School District

Mayor Manitzas recognizes Boerne Independent School District (BISD) provides a multifaceted value to our City, and as such, our partnership with them should be a priority. He noted, due to growth within the region, BISD is currently advancing plans to build a second Fair Oaks Ranch elementary campus. Alderwoman Patel and the City Administrator have initiated discussions to ensure the City continues to cultivate, enhance, and advance a partnership with BISD. To date they have met with the BISD Superintendent to learn more about the new school in the City and about the planned growth of the area. She presented a current BISD district map and a recent demographic study performed by BISD.

MOTION: Made by Alderwoman Havard, seconded by Alderman Hartpence to appoint Alderwoman Patel as the City liaison to the Boerne Independent School District.

VOTE: 5-0; Motion Passed.

VI. **REPORTS FROM STAFF/COMMITTEES/COUNCIL**

A. Capital Improvements Advisory Committee President J. Merritt provided an overview of the Committee's Semiannual Progress Report: reviewed and evaluated the land use assumptions and capital improvement plan, reviewed impact fees, and recommended the City move forward on obtaining a site for a future water tank.

B. City Administrator Maples stated he's in the process of starting the Comprehensive Plan update.

VII. **EXECUTIVE SESSION**

A. Pursuant to Section 551.101 and 551.071 of the Open Meetings Act, Texas Govt Code, City Council convened at 11:11 a.m. into closed session to consult with the City Attorney regarding Cause No. 2016-CI-5444; the City of Fair Oaks Ranch vs R.W. Pfeiffer Properties, LLC.

VIII. **RECONVENE INTO OPEN SESSION**

City Council reconvened into Open Session at 12:10 p.m. and took no action

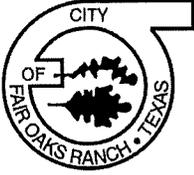
IX. **ADJOURNMENT**

Mayor Manitzas adjourned the meeting at 12:11 p.m.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA WORDING: Approval of a Resolution appointing the Fair Oaks Ranch Finance Officer

START/END DATE: November 28, 2016

DEPARTMENT: Administration

PRESENTED BY: City Administrator

INTRODUCTION/BACKGROUND:

At the September 15, 2016 City Council meeting, the City Administrator was authorized to utilize a selection process for the Finance Officer position based on the leadership model defined by Council during the FY16-17 budget process. The process utilized was as follows:

1. City Administrator reviewed all applications and established a list of qualified candidates. The Mayor also reviewed the applications and provided feedback to the City Administrator.
2. Human Resources scheduled interviews with qualified applicants.
3. As a group, Senior Staff interviewed each applicant and privately, the City Administrator interviewed each candidate.
4. Senior Staff and City Administrator met and discussed their findings.
5. Mayor interviewed recommended applicant per City Administrator Request.
6. City Administrator extended a job offer *subject to Council ratification and appointment*, to start on November 28, 2016.

Texas Local Government Code 22.071 (a) states the treasurer is an officer of the municipality and historically, in the City of Fair Oaks Ranch, the duties of the treasurer are performed by the Finance Officer.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The Finance Officer is an exempt employee and funded as a full-time equivalent in the FY2016-17 budget.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a Resolution appointing the City of Fair Oaks Ranch Finance Officer.

**RESOLUTION 2016-xx
APPOINTING A FINANCE OFFICER FOR THE CITY OF FAIR OAKS RANCH**

WHEREAS, the Fair Oaks Ranch Finance Officer resigned from the position as Finance Officer effective December 2015; and,

WHEREAS, pursuant to Texas Local Government Code 22.075, the Finance Officer performs the duties of the city treasurer; and,

WHEREAS, pursuant to LGC 22.071a, the Treasurer is an officer of the City; and,

WHEREAS, the City Administrator has provided a candidate recommendation to fill the position; and,

WHEREAS, the City Council now finds it necessary to ratify the recommendation, and appoint, by Resolution, a Finance Officer.

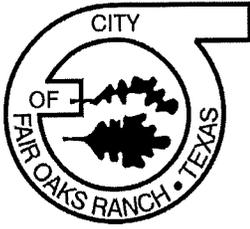
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, that Sarah Buckelew is appointed as the Fair Oaks Ranch Finance Officer.

PASSED AND APPROVED this the 17th day of November, 2016

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA WORDING: Approval of Resolution removing and appointing Directors to the Fair Oaks Ranch Municipal Development District Board of Directors

START/END DATE: November 2016

DEPARTMENT: FORMDD

PRESENTED BY: Mayor Gary Manitzas

INTRODUCTION/BACKGROUND:

The FORMDD is a separate entity of the City, funded by a portion of the local sales tax collected in Bexar County and in Comal/Kendall County ETJ and, is run by a Board of Directors. Board of Directors, as established in the MDD bylaws, are appointed by City Council by Resolution.

Jim Martin, representing an "At Large" seat, submitted a letter of resignation to the FORMDD Chair and to the Mayor of Fair Oaks Ranch. His current term expires September 30, 2018. Al McDavid, current Board member representing the "FORHA" seat, has been recommended by the Board of Directors to serve in the vacant At Large seat as Mr. McDavid is anticipating leaving his FORHA Board position in November 2016.

If the recommendation is accepted by the City Council, the FORHA Representative seat will become vacant and should be filled prior to the MDD meeting scheduled for April 2017.

FINANCIAL IMPACT:

None as the FORMDD is a separate entity.

RECOMMENDATION:

Approval of Resolution removing and appointing Directors to the Fair Oaks Ranch Municipal Development District Board of Directors

RESOLUTION 2016-xx

REMOVING AND APPOINTING DIRECTORS TO THE CITY OF FAIR OAKS RANCH MUNICIPAL DEVELOPMENT DISTRICT BOARD OF DIRECTORS

WHEREAS, as authorized by Texas Local Government Code §377.021, and, upon the favorable results of the May 7, 2011 City of Fair Oaks Ranch election, the Fair Oaks Ranch Municipal Development District was created and the imposition of a sales and use tax of one-half of one-percent in the district's boundaries was approved; and,

WHEREAS, on August 8, 2011, the City Council of the City of Fair Oaks Ranch adopted Ordinance 2011-08 creating the District's Board of Directors and providing for the appointments of its' Directors by City Council, by Resolution; and,

WHEREAS, Jim Martin, as of September 9, 2016 resigned from his appointment; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch previously appointed to the Fair Oaks Ranch Municipal Development District Board of Directors Al McDavid as the FORHA representative and Jim Martin as the At-Large representative; and,

WHEREAS, at the November 7, 2016 MDD Meeting, the Board voted to recommend Al McDavid replace the "At-Large" vacancy left by Jim Martin; and,

WHEREAS, the City Council deems it necessary to fill the At-Large vacancy.

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

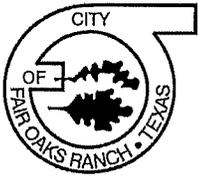
1. The City Council hereby accepts Jim Martin's resignation from the City of Fair Oaks Ranch Municipal Development District Board of Directors; and
2. The City Council hereby accepts the Municipal Development District's recommendation to move Al McDavid from being a FORHA representative to an At-Large representative on the City of Fair Oaks Ranch Municipal Development District Board of Directors.

PASSED, APPROVED AND ADOPTED THIS 17th DAY OF NOVEMBER, 2016.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of Frost Bank Plat
START/END DATE: May 2016/ Present
DEPARTMENT: Public Works
PRESENTED BY: Adrian M. Garcia, P.E.

INTRODUCTION/BACKGROUND:

On May 24, 2016 city staff received a request for a Certificate of Determination from Frost Bank, to fulfill a SAWS requirement. SAWS required this certificate that stated Frost Bank would be able to install a private sanitary sewer line, on a property that was unplatted. The City of Fair Oaks Ranch agreed to provide this letter under the stipulation that this property would be platted in the future. A preliminary plat including two, adjacent Frost Bank properties, was submitted to the Public Works Department by Alamo Consulting Engineering and Surveying (ACES). The Frost Bank Plat to consists of a two (2.0) acre lot and a one (1.0) acre lot. After review and comments, ACES updated the Preliminary Plat and submitted a Final Plat on October 17, 2016 for consideration. As of today ACES has fulfilled all of the Final Plat requirements stated in the Subdivision Ordinance.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Article II Section 5 of the subdivision ordinance states: The Fair Oaks Ranch Public Works Department shall forward its recommendation for approval or disapproval to the City Council for action at its next scheduled meeting. Final plats shall be considered filed with the City Council (The Municipal Approving Authority) on the date that the agenda is posted for the meeting that City Council shall initially consider approval of the final plat.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

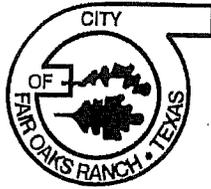
None

LEGAL ANALYSIS:

None

PROPOSED MOTION:

I move to grant approval of the final plat titled, "Subdivision Plat Establishing Frost Bank at Fair Oaks Ranch."



7286 Dietz Elkhorn · Fair Oaks Ranch, Texas 78015 · (210) 698-0900 · (866) 258-2505

May 24, 2016

Mr. Tracey Lehmann, P.E.
San Antonio Water Systems
Development Engineering
2800 U.S. Hwy 281 North
San Antonio, TX 78212

RE: Frost Bank at Fair Oaks
Certificate of Determination

Dear Mr. Lehmann,

Frost Bank has planned to provide sewer service to their existing bank facility within our city limits of Fair Oaks Ranch. The new sewer service lies within lot 25, CB 4709 (Vol. 8000, Pg. 123) and Tract 1 (Vol. 3991, Pg. 1167). At this time we are not requiring Tract 1 (Vol. 3991, Pg. 1167) to be platted since the service will provide a sewer outfall to an existing structure in a pressing situation. However, this certificate is being provided with the understanding that this property will be platted, under the City of Fair Oaks Ranch regulations, within 120 days. We have no objections to SAWS issuing a sewer service to the property at this time.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald C. Emmons".

Ronald C. Emmons, P.E.
Public Works Director
City of Fair Oaks Ranch

(attachment)

cc: Marcus Jahns, Interim City Administrator (via email)
Greg Beal, Project Manager, Frost Properties (via email)
Curtis Lee, P.E., Project Manager, Pape Dawson Engineers (via email)



Post Office Box 1600
San Antonio, Texas 78296-1600

May 24, 2016

Mr. Adrian M. Garcia, P.E.
Project Engineer
Public Works Department
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

Re: Frost Bank Property Plat Agreement

Mr. Garcia,

Per our meeting discussion at your offices on Wednesday May 18th, Frost Bank is agreeable to plat Tract 1 Vol.3991, PG.1167, 87225 Sq.Ft, 2.002 acre property where our branch bank is located at the hard corner of I.H. 10 Frontage Road and Fair Oaks Parkway.

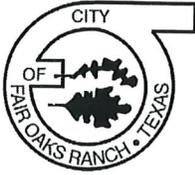
We will contract with a professional service provider as soon as possible and I will notify you when that agreement is consummated. We will do our best to complete the entire process within the suggested time period of 120 days.

Please thank all involved at the City of Fair Oaks Ranch. We appreciate the assistance in our time of need.

Best Regards,

A handwritten signature in cursive script that reads "Gregory W. Beal".

Gregory W. Beal
A.V.P. & Sr. Project Manager
3838 Rogers Road
San Antonio, Texas 78251
210 220-6796 DIRECT
gregory.beal@frostbank.com



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Discussion and possible action regarding the Fair Oaks Ranch Homeowners Association Memorandum Of Understanding (MOU) for the Arbors Preserve

DEPARTMENT: City Council

PRESENTED BY: Mayor Manitzas/Alderman Hartpence

INTRODUCTION/BACKGROUND:

In February 2016 City Council approved a Development Agreement for the property known as the Arbors. The Agreement includes 74.89 acres of a Preserve Area to be conveyed (or attempt to be conveyed) to FORHA before March 1, 2017. Since approval, various conversations have been held by FORHA and the City Council. The attached MOU is a result of these conversations, and applies only if the Area is conveyed to FORHA. Terms of the MOU need to be voted upon by the City Council and the FORHA Board to be effective.

FORHA's ownership starts at the trailhead. FORHA does not own the road into the preserve or the 5-acre tract dedicated to the City. FORHA is not required to maintain either of these areas. The Unit HOA or City will decide on gate locations (if any) for the areas dedicated to them. The access road easement document that will be created between the unit HOA and City will ensure access for City and FORHA members.

The intent is to provide FORHA the same access it currently has at other parks such as the gate behind Cibolo Trails subdivision. At that gate, multiple parties (FORHA and CPS) have access to the trail for their respective needs.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), the above stated recitals, which are made a part of this Agreement, the benefits described below, plus the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

**ARTICLE 1
PURPOSE, EFFECTIVE DATE AND TERM**

1.01 Purpose. The purpose of this Agreement is to document the mutually agreed upon rights and obligations of City and FORHA prior to and after the transfer of the Preserve area to FORHA by Owners.

1.02 Term. The term of this Agreement will commence on the Effective Date and continue until terminated as provided for herein.

**ARTICLE 2
MUTUAL RIGHTS AND OBLIGATIONS**

2.01 Access Easement. The Development Agreement obligates Owners to dedicate to City the five (5) acres of land shown on Exhibit A as the "5AC Dedication". The City desires and requires an access easement and staging area in order to access the 5AC Dedication. The City agrees that it shall, in consultation with FORHA as to location, use reasonable efforts to acquire an access easement for the City's use and maintenance across the Buffer Zone. The City recognizes that FORHA desires and requires an access easement in order access the Preserve Area. The City agrees that FORHA may receive an access easement from Owners to be located in the same area as the City's access easement and staging area for the use of its members. The failure of the City to obtain an access easement under this section does not constitute a breach of this Agreement.

2.02 Access Easement Control Gates. The City desires and requires control gates to prevent unauthorized access to the 5AC Dedication. The City agrees to install or have installed control gates for its use and maintenance at the entrance of the Preserve Area to prohibit access unauthorized access. City understands and agrees that FORHA members shall be entitled to utilize the control gates consistent with any rights granted to FORHA under the access easement acquired from Owners.

2.03 SAC Dedication. In determining the use and development of the 5AC Dedication the City shall consider the aesthetics and other impacts to the Preserve Area and shall confer with FORHA on the purpose, design and placement of facilities prior to finalizing plans and beginning construction. The City has no obligation to incorporate any input from FORHA and final decision as to the purpose, design and placement of facilities is solely within the discretion of the City.

2.04 Property Tax. City recognizes that FORHA is legitimately concerned about the unquantified cost of annual property tax for the Preserve Area. The City agrees to work with Developer in an attempt to amend the Development Agreement to require the assessed valuation be determined before the property is transferred to FORHA. FORHA agrees and understands that the City cannot and does not guarantee that any amendment to the Development Agreement will

occur. Failure of the City to execute an amendment to the Development Agreement under this section does not constitute a breach of this Agreement.

2.05 Agricultural Tax Exemption Rollback. Owner has agreed to pay any ag-exemption rollback taxes. City agrees to work with Developer in an attempt to amend the Development Agreement to require Developer to pay rollback tax before the property is transferred to FORHA. FORHA agrees and understands that the City cannot and does not guarantee that any amendment to the Development Agreement will occur. Failure of the City to execute an amendment to the Development Agreement under this section does not constitute a breach of this Agreement.

ARTICLE 3 TERMINATION, DEFAULT AND NOTICE

3.01 Termination. This Agreement shall terminate upon any of the following occurrences:

3.01.01. The dedication or transfer of the Preserve Area to another person or entity other than FORHA.

3.01.02. The dedication of the (5) acres of land shown on Exhibit A as the “5AC Dedication” to another person or entity other than the City.

3.01.03. Completion of the following: (1) acquisition and acceptance of the easements referenced Section 2.01; and (2) installation of the control gates referenced in Section 2.02.

3.01.04. Termination of the Development Agreement.

3.01.05. Upon mutual written agreement of the Parties.

3.02 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising the remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) calendar days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) calendar day period, the commencement of the cure within the thirty (30) calendar day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

3.03 Enforcement. The Parties may enforce this Agreement by injunctive relief with the sole remedy of specific performance.

3.04 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, FORHA and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this

Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the city council.

3.05 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address stated in Section I; or (iii) one (1) business day after being sent by email.

Any notice mailed to the FORHA shall be addressed:

Any notice mailed to the City shall be addressed:

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

With a copy to:

Denton, Navarro, Rocha, Bernal, Hyde & Zech, P.C.
Attn: Charles E. Zech, City Attorney
2517 N. Main Avenue
San Antonio, Texas 78212-4685

ARTICLE 4 MISCELLANEOUS

4.01 Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

4.02 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

4.03 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect. This Agreement is performable in Bexar County, Texas.

4.04 Amendment by Agreement. This Agreement may only be amended by mutual written consent of the Parties.

4.05 No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

4.06 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

4.07 Effective Date. This Agreement is legally effective and enforceable the last date of execution of this Agreement by the Parties.

FORHA:

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____ of Fair Oaks Ranch Home Owners Association, Inc., on behalf of said corporation.

Notary Public in and for the State of Texas

CITY OF FAIR OAKS RANCH, TEXAS

By: _____
Gary Manitzas, Mayor

Date: _____

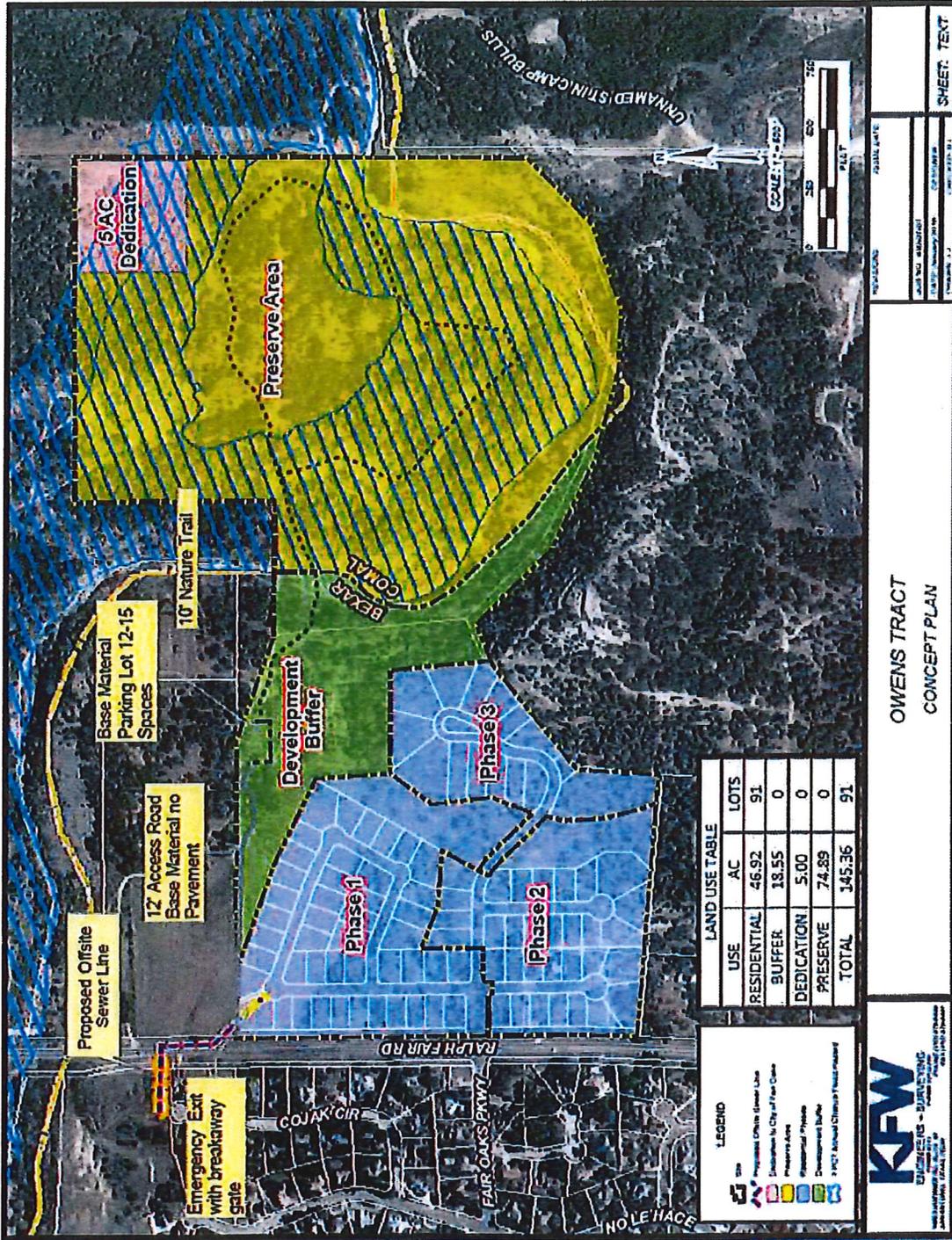
THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by
_____, _____ of City of Fair Oaks Ranch, a Texas
General Law Type A city.

Notary Public in and for the State of Texas

EXHIBIT A

CONCEPT PLAN



OWENS TRACT
CONCEPT PLAN

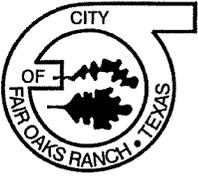


February 22, 2016

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Recorder's Memorandum

This document was of poor quality at the time of recording and may not reproduce.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Discussion and possible action on approving a professional services contract with Gap Strategies to update City's Comprehensive Plan.

START/END DATE: November 17, 2016

DEPARTMENT: Administration

PRESENTED BY: City Administrator

INTRODUCTION/BACKGROUND:

Foundational Planning and Growth Management Tools

The City of Fair Oaks Ranch possesses a unique semi-rural and pastoral quality of life. This quality of life is a major reason why Fair Oaks Ranch citizens make "the ranch" their "city of choice" and why we find multiple generations of families choosing to stay. Traditionally, municipalities do not demonstrate a commitment to Strategic Planning and, therefore, function from a reactionary perspective. Recognizing the City of Fair Oaks Ranch will continue to experience growth pressure due to its location, availability of undeveloped land, positive community image, and highly desired Independent School District, the "Big Picture" challenge is, and will continue to be, managing growth and enhancing the quality of life for the citizenry.

Specifically, as the City moves towards build-out, delivery of service challenges will evolve. These challenges will encompass everything from infrastructure (water, wastewater, drainage, mobility, open space, etc.) to police, fire and EMS. Accordingly, it is essential that the City Council continue to formulate and administer policies and controls (Strategic Planning) that reflect the values of the community and enhance the integrity of the process. Overwhelmingly, the citizens recognize the importance of strategic planning and support City Council's dedication of significant monies in the Fiscal Year 2016-2017 budget to said strategic planning.

With this opportunity for advanced strategic planning being identified, the question of how to implement the vision becomes extremely important. Strategic Planning is a mechanism utilized to develop and reinforce business plans charged with ensuring the City is poised to forecast, review, and control the unknown. The basic premise is to facilitate Planning *with* the citizenry rather than Planning *for* the citizenry. The end goal of Strategic Planning of this nature is to provide the community with some level of comfort regarding future infrastructure demands, delivery of services, and the basis for capital and operational expenditure related decisions.

The City's comprehensive plan is one of many critical elements of the Strategic Plan and updating it on a periodic basis is a critical task that must be undertaken. The comprehensive plan is the City's long-range plan intended to manage the growth and physical development of the community over a defined planning horizon, typically 20-30 years. Ideally, the comprehensive plan is utilized as a policy guide to shape annual budgets and policy decisions that affect the physical development and long-term maintenance of the City relative to build-out scenario(s) established by the citizenry. Key elements of a comprehensive plan may include but are not limited to population projections, land use, drainage, water, wastewater, thoroughfare, environmental, open space, annexation, and community facility

master plans, subdivision and zoning regulations, capital improvement programs and economic development considerations.

Taking the initiative to create and/or update a comprehensive plan is a significant task and requires a well-planned methodical sequence. Specifically, the comprehensive plan provides the City with the tools necessary to make informed policy decisions relative to the physical development of the City and the scheduled programming necessary to proactively plan, finance, and maintain reliable and efficient public services. Accordingly, development of the individual components of the comprehensive plan are sequenced to ensure policy recommendations and plans flow from a rigorous and comprehensive definition of the overall vision (Strategic Plan).

For example, the desired/ultimate build-out of the City relative to population and land use must be established prior to developing a master water and wastewater plan. If the master water and wastewater plan was developed first and without a clear understanding of the ultimate population and land use assumptions, it would be impossible to program the why, when, where, who, and how of water and wastewater capital infrastructure related decisions. A scenario of this nature would hinder City Council's strategic planning efforts to ensure the biggest bang for the tax payers buck.

Accordingly, understanding the critical path and sequencing factors that maximize the Comprehensive Plans opportunity for success will be a direct result of defining and employing an overlapping multi-step approach. The contract under consideration today encompasses the following scope relative to updating the City's Comprehensive Plan and developing several of the tools necessary to guide informed growth management and capital expenditure related decisions (strategic planning).

Deliverables

1. Update the land use plan inclusive of population and build-out projections, economic/market conditions, and applicable narrative;
2. Update subdivision regulations (Interim Stop Gap & Total Rewrite);
3. Write zoning guidelines charged with protecting investment and place making through established form and function and utilization of Unit HOA standards where applicable;
4. Develop an annexation plan based on service capacities and established growth management objectives within the land use plan and build-out scenarios;
5. Develop a master roadway/thoroughfare plan based on land use and build-out scenarios;
6. Coordination and inclusion of the FORHA park and trail master plans;
7. Develop a handbook defining the process for consideration and review of development and build-out scenarios (turn-key predevelopment operational procedures);
8. Project management and administration of implementation and training; and
9. *Develop a capital improvement program (CIP) based on the land use plan, build-out scenarios, bang for the tax payer buck, long term recovery and maintenance of the asset, etc.

*The CIP will ultimately encompass additional deliverables (not part of this contract). Specific examples of deliverables by others are as follows:

- a. Master drainage plan and watershed program based on updated land assumptions and build-out scenarios for our drainage basins;
- b. Master water and wastewater plan based on the updated land use assumptions and build-out scenarios;

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The City's comprehensive plan is one of many critical elements of the Strategic Plan and updating it on a periodic basis is a critical task that must be undertaken. The comprehensive plan is the City's long-range plan intended to manage the growth and physical development of the community over a defined

planning horizon, typically 20-30 years. Through a partnership approach that creates community ownership of the vision, citizens and stakeholders are active participants in the process. The basic premise is to facilitate Planning *with* the citizenry rather than Planning *for* the citizenry.

The proposed scope of services ensures a partnership approach of this nature will be advanced.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The fiscal year 2016-2017 budget includes funding for the update of the City's Comprehensive Plan and the development of foundational tools necessary to guide informed growth management and capital expenditure related decisions.

The proposed lump-sum contract includes \$314,361.00 for professional services and \$12,650.00 for reimbursable expenses. Total contract amount shall not exceed \$327,011.00

LEGAL ANALYSIS:

The attached contract was written by the City Attorney's office. It is the standard contract utilized by the City for contracting professional services.

RECOMMENDATION/PROPOSED MOTION:

Staff recommends approval of the attached professional services agreement with Gap Strategies.

The following motion would be appropriate:

"I move to approve a professional services contract with Gap Strategies in an amount not to exceed **\$327,011.00** including reimbursable expenses."

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 Gap Strategies (“Professional”).

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

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

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

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

Section 5. Time of Completion.

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

Section 6. Insurance.

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

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

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

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

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

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

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

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

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

Section 7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter

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

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

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

CITY:

By: _____
Name: _____
Title: _____

PROFESSIONAL:

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL

Gap Strategies
Attn: Jeff Barton, AICP
3470 Jack C. Hays Trail
Buda, Texas 78610

with a copy to:

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

Exhibit "A"
Scope of Services

THE FUTURE OF FAIR OAKS RANCH

A PROPOSAL FOR THE CITY OF FAIR OAKS RANCH

■ NOVEMBER 10, 2016



CONTENTS

ORDER OF PROPOSAL



1 OUR APPROACH

Description of proposed services to be provided to Fair Oaks Ranch by our team

2 OUR TIMELINE

A brief timeline of the project timeline

3 FIRM PROFILES

Descriptions of our individual firms and our combined professional experience

4 ORGANIZATIONAL CHART

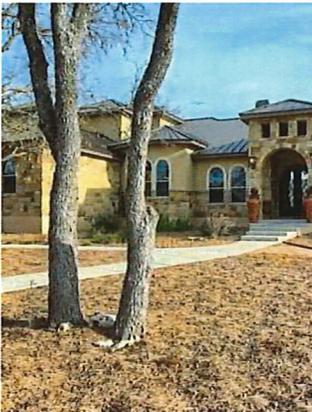
Visual display of team roles and responsibilities

5 TEAM BIOS

Resumes for key personnel on the Gap Strategies team

6 FEE SPREADSHEET

Scope and fee spreadsheet for the project



SCOPE OF WORK

■ OUR PROPOSAL FOR THE PROJECT



THE FUTURE OF FAIR OAKS RANCH: A COMPREHENSIVE PLAN UPDATE

PLANNING THE LAND USE VISION, PRESERVATION, AND ECONOMIC OUTLOOK FOR THE CITY

1. Project Kickoff and Community Vision Building

Our team will meet with key staff selected by the City Administrator to obtain detailed base maps and data, and to further explore critical issues facing the City.

At that first meeting, we will also begin laying the groundwork for a workshop with the City Council. We see that Council workshop as critical: an opportunity to hear-first hand the Council's priorities and goals. In addition to listening and learning, our team's goal for the workshop will be to help Council members gain a fuller appreciation for the planning project that will unfold over the coming months. Although our team's project manager, Jeff Barton, met individually with those Council members who were in office last spring – during discussions with Marcus Jahns and engineer Rich Oller – this early workshop will introduce Jeff and other key members of the team to the new Council, and give the team the chance to explain the perspective we bring to the City's tasks.

During this period we will also finalize a specific timeline for the project (a draft timeline is attached) – one that will work in concert with the upcoming charter election, the City's budget process, and availability of City staff and Council members.

Ideally (depending on Council availability over the holiday season), the workshop with Council – possibly including key stakeholders and/or a Citizen Advisory Committee – should take place within the first six-to-eight weeks of the project, before widespread outreach to the public, and before detailed planning. Our team will prepare and present on several key points at the initial workshop with Council:

- The role and purpose of this planning project and its components
- The importance of up-to-date, effective development regulations such as subdivision rules, zoning regulations, and an annexation plan
- How and why form-based codes can help maintain a “sense of place” for Fair Oaks Ranch as it grows and changes
- Plans and strategies for public engagement and outreach, including drafts of a project website and a discussion on direction for a community vision and values survey
- A proposed timeline and a review of deliverables

Working with the City and stakeholders, our team will also will also use this kickoff phase to assess opportunities for neighborhood scale commercial and economic development at key for existing arterials such as Ralph Fair Road, Fair Oaks

Parkway and Dietz Elkhorn, and to look for limited regional scale opportunities within the I-10 corridor.

We will facilitate discussions with the City and Council about how to harness local demographic spending power and coming regional economic growth to capture value for the City and to leverage quality development in appropriate locations within the City and its ETJ, enhancing the Fair Oaks Ranch tax base while protecting the historic quality of life City residents have enjoyed. And we will explain how this early work, and the City's vision as expressed through Council members and the public process, will enlighten the planning and code-writing process from start to finish.

Specific tasks include:

- A. Organizational meeting with staff.
- B. Preparation of draft documents and existing demographic and market research in preparation for a workshop with Council and stakeholders (more detailed analysis of things such as local population projections will come later).
- C. A workshop presentation before Council, to hear directly from council members and any stakeholders who may be present; and the first opportunity for the team to lay out the plan to come, sharing information about the City's current market situation, the overall planning project to come, and the City's place-making possibilities.
- D. Follow up with staff and Council and prepare next steps, a refined schedule and any addendums to project approach based on conversations.
- E. Publish an initial project website where residents can follow the project(s).
- F. Prepare a draft survey on community goals and values that will be distributed on the web, through social media, and in hard copy. We see this as a tool to ensure a wide range of Fair Oaks Ranch residents get the opportunity to be heard on questions of architectural taste and planning priorities for the City. Results will help inform the City and the planning team throughout the process, and will be shared with citizens on the project website and at public meetings in an effort to help build consensus for the plan – and for the decisions, codes, and City policies (including, ultimately, budget policies) that will ultimately grow from it.

2. Interim Subdivision Rules

The City's existing subdivision rules are outdated and need to be revised. Subdivision rules should both reflect and be an instrument of City policy. At the end of the full Master Planning exercise, the City should have subdivision rules that include the latest technological developments and best practices, that complement the vision of the City and the projected future land use, and that work in concert with a new form-based zoning code.

Before all that happens, the City is in need of immediate revisions that bring the subdivision rules up to modern standards and ensure the City is protected from long-term liability as new development comes into place within the 2500 acres or so of undeveloped land within the City's jurisdiction. To accomplish that, our team will quickly draft a set of "Interim Subdivision Regulations" that the City can adopt at the beginning of the new year. These Interim Rules will serve to update the City's existing rules and address urgent "stop gap" needs until the Comprehensive Plan update.

This work on the interim rules will include:

- A. Detailed review of the present rules and one meeting with key City staff and contractors to assess needs. We understand that staff has already identified some areas that need changing, and our team's cursory review has identified areas as well.
- B. Preparation of the Interim Rules will *not* include explicit outside consultation with stakeholders. Work with citizens and landowners concerning subdivision rules will take place during later public involvement phases of the project and be incorporated into the permanent rules.
- C. Based on the conversations and research with staff, we will produce a draft version of new interim rules for review by the City, addressing both regulations for land within the City's municipal limits and land within the City's ETJ.
- D. We will conduct one detailed follow-up meeting in person or by phone with City staff to make edits to the draft.
- E. We will produce a final draft of the Interim Regulations for staff to present to Council for adoption.

3. Update to the Comprehensive Plan & Land Use Vision

Fair Oaks Ranch has an existing Comprehensive Plan, but it is limited, dated and does not include all the components of what would typically be described as a city comprehensive master plan.

We do not believe the City needs a full, detailed "master comprehensive plan" at this point. The City has other urgent priorities. Rather, we will provide a Master Vision and Land Use Plan that can also serve as a Comprehensive Plan Update and a Future Land Use Plan. This core document can be supplemented later with additional sections and detail as the City addresses other issues, and adds engineering studies, over the next few years.

The components of what we will call the Comprehensive Plan and land code updates will include:

- A. Foundation Building, Community Outreach and Engagement
- i First, the team will review existing plans and documents to develop a strong base knowledge, and will rely on information gleaned from the meetings with staff, stakeholders and Council in Scope Categories 1 and 2. This will be useful throughout the Comp Plan Update process, and important to the community outreach effort as well.
 - ii The team will also develop base maps of regional jurisdictional boundaries, ETJ and City limits, natural constraints and other city features. The team will contact all three relevant counties concerning boundaries.
 - iii The team will plan and facilitate up to three Town Hall Meetings related to the plan. These will be designed to inform citizens about the planning effort – and to inform the planning team about citizen priorities - and at least one will include active citizen participation. Finally, details will be worked out with the City; our team anticipates the meetings might be scheduled in this way:
 - An early meeting to introduce citizens to the planning process and draw out opinions (probably in mid-to-late January, after the holidays)
 - A “midway” meeting to report on progress (perhaps in April)
 - A final town hall meeting to present draft findings and recommendations (summer)
 - iv To further engage citizens, the team will manage ongoing updates on the project website and in social media, and will ensure that copies of the community vision survey discussed in Task 1 are available both digitally and in hard copy at locations around town.
- B. Forecasting and Scenario Building
- i The team will review regional plans and trends to determine current population projections and likely development patterns – though a simple “current trends” scenario will not form the basis of the new plan, since the City wishes to develop its own vision of how Fair Oaks Ranch will mature based a distinct sense of place. The team will use baseline data from sources such as the Texas State Data Center, the MPO, and the Water Development Board, truth-tested and modified by local permits, development applications utility hook-ups, along with interviews of City leaders, and scientific tools such as regression analysis to establish projections.
 - ii The team will also use market and demographic research to present a data-driven view of possibilities for vacant portions of Fair Oaks Ranch – for preservation and home development as well as for discreet non-residential nodes in appropriate areas.

- C. Design Charrette with Staff – evaluating development opportunities at Nodes and Corridors and testing low and high build-out scenarios.

Following general mapping and analysis, a preferred development scenario will emerge in the guided charrette. This will include a preservation strategy for the majority of the single family and estate areas of town and an analysis of the remaining opportunity areas. As Fair Oaks Ranch does not currently have a classical “Downtown,” a modest neighborhood node anchored by a public use could serve as this central gathering point. (One possibility here is the current City complex and its surrounding vacant land, which will be assessed as part of the process, and/or included in planning exercises.)

A key deliverable of the Design Charrette is the block and building-scale vision for what are identified as key development nodes. The illustrative design will show what is possible when harnessing the strong demographic spending power of local Fair Oaks Ranch neighborhoods and providing services for untapped market demand. A plan can be crafted that creates pockets of sustainable neighborhood scale development while ensuring that street infrastructure respects the context of these nodes and that streets are not over-engineered in ways that might create barriers within Fair Oaks Ranch. Throughout, our team will be mindful of the quasi-rural and suburban nature of the existing street types, of the existing trail systems that belong to homeowners associations, and the opportunity for innovative connections – whether through contextually appropriate roads, pedestrian trails, or even horse trails. Our team has experience with these issues in both large cities and in small towns of similar size to Fair Oaks Ranch; across the team, we have an unusual amount of experience in planning for local character and sustainability.

- D. Develop Master Land Use Plan and Zoning Regulations

The planning team will create a responsive but predictable code, using form based principles to ensure high quality development, as the community builds out (and/or preserves) remaining areas. City staff and stakeholder feedback will ensure that the details of the code reflect the nuances of Fair Oaks Ranch, the unique governance structure and the desired vision for the community. The new code will seek to simplify the development process and provide greater predictability for the community as well as be a catalyst for new development by allowing neighborhood scale commercial nodes to meet a market demand that is not necessarily recognized nor addressed in the existing code. Codifying regulation that is in sync with the community vision will ensure that new development is conducive to the desired scale of business and is a good neighbor to the surrounding residential and rural context.

Specific work will include:

- i. A summit of Fair Oaks Ranch Homeowners Association (FORHA) representatives, including representatives from component neighborhood HOAs. Our team will conduct either a single summit meeting or a series of rolling meetings over the course of half day with smaller groups of HOA members. The goal is to make sure that HOAs feel included in the process and that the ultimate zoning code adopted by the City honors the architectural character and building guidelines of existing neighborhoods wherever possible. We understand that the City is seeking to work hand-in-hand with the HOAs to create a mutually reinforcing network of regulation to protect Fair Oaks Ranch citizens – and that the HOAs may be able to manage certain constructional and developmental questions better than the City, and/or with limited or no direct City involvement. This task includes a round of telephone and email follow-ups with HOA leaders after the initial meeting, probably when draft zoning regulations are produced.
- ii. Development of a set of draft form-based zoning regulations for review by City staff and the community, including the Citizens Advisory Committee. The goal is to recognize opportunities for form-based coding, and also to help the City implement zoning regulations to protect citizen safety and existing property rights while providing a common-sense and simplified code that recognizes the small-town nature of Fair Oaks Ranch and the limited amount of staff available for code interpretation and enforcement.
- iii. Respond to comments on the zoning regulations and draft a final proposed set of zoning regulations (incorporating form-based code) for presentation to the Council. This proposal assumes that the presentation will be made as part of another meeting, either for presentation of the updated Comprehensive Plan or for the revisions to the Interim Subdivision Rules, when those rules are finalized at the conclusion of the planning process.
- iv. Identify and draft further subdivision rule revisions to complement the new zoning regulations and the Comprehensive Plan Update (see Task 4). Our understanding is that the City is planning to under take a study of drainage issues across the City – to be performed by others – while our work is underway. To the extent feasible based on the progress and timing of the drainage plan, we will also coordinate with the City’s drainage engineers to incorporate in to the new subdivision rules recommendations that they may prepare; and to address is that may arise if the City decides to transition from “general law” to “charter” status in May, 2017.

- v. Production of an up-to-date current land use map, based on the team's work and relying heavily on the City's existing files.
- vi. Production of a Future Land Use map with emphasis on nodes and corridors established in the charrette, with block level detail in at least some areas.
- vii. Develop a draft Sexually Oriented Business (SOB) ordinance for the City for use by City staff and possible adoption by Council, to aide Fair Oaks Ranch in the control and regulation of possible SOB applications in the future.

E. Utility and Wet Infrastructure Coordination with Land Plan and Codes

Our understanding is that the City will pursue detailed engineering studies on water, wastewater, and perhaps other utilities as part of other efforts outside our team (and not included in this proposal).

This proposal includes minimal coordination with those studies, and/or with City staff and existing plans, to understand how utility infrastructure and constraints are likely to affect land planning – and to incorporate recommendations into land codes, and into brief, conceptual reviews as part of the Comprehensive Plan Update.

Work will include:

- i A review of water issues related to land use and future development – this is not intended to be a depth study and will rely on readily available existing information. It is intended only to provide context for conceptual planning recommendations and a bridge to other plans. Our team will coordinate with other more in-depth studies that may be on-going at the City.
- ii A cursory review of wastewater issues, as discussed under E(i) above.
- iii A conceptual level review and consideration of other utility issues, such as cable, electric and gas, that may be relevant to land use and economic potential in the City.
- iv If supporting data is readily available, our team will incorporate utility information into boundary and land planning maps where useful, and produce a separate utility layer for the City (if desired). Our team will provide conceptual ideas about possible utility extensions and/or a possible Utility Extension Map.

F. Transportation Update and Complete Streets

Transportation planning and land planning are closely related. But because of its unique characters, its high proportion of local residential streets, and the fact that the state is responsible for much of the arterial

traffic in and around the community, the City's transportation section of the Comprehensive Plan Update can be fairly limited. For instance, the City has no airport or freight rail facilities and is not currently contemplating transit.

Even so, there are several transportation issues the City should address that will have long range effects on quality of life in Fair Oaks Ranch, including how roads in new subdivisions are planned and designed, the design character of key intersections and the possible application of "context sensitive" approaches to finding transportation solutions in future years, and the ability of the City to influence TxDOT in defining how its arterials in the area will operate, look, and "feel."

Our work will include:

- i. Coordination with TxDOT on behalf of the City to seek a street design for state roadway facilities that not only moves vehicles effectively but also complements the existing development pattern and serves to enhance new development opportunities that are identified in this planning project. This Context Sensitive Solutions (CSS) approach will be designed to win TxDOT's support of City efforts to minimize the impact of adjacent arterial roadways on both new and existing Fair Oaks Ranch neighborhoods – even where the state may decide that extra capacity is needed.
- ii. Developing general and conceptual CSS guidelines and recommendations for local streets and subdivision planning.
- iii. Recommendations to the City about how to incorporate "Complete Streets" planning into the City's future, and high-level (conceptual) recommendations about developing Low Impact Design policies. This will include conceptual consultation with the City on wayfaring signs or signature place-making features at the major gateways into the City.
- iv. A Transportation Plan map that identifies any corridors, especially in the undeveloped or ETJ areas, where the City should reserve right of way for the future. (Trail recommendations are included under "G" below.) The map will also note projected road plans included in the MPO plan (seeking amendments to that plan – if needed – for City projects is not a part of this scope).

G. Preservation, and Park and Trail Coordination Update

Fair Oaks Ranch does not have a parks department. At this time, park and recreation resources are primarily distributed and managed by the Fair Oaks Ranch Homeowners Association (FORHA), which is likely to remain a defining presence into the future. New annexations will pose questions for the City, however, particularly where established HOAs from older

neighborhoods may not be involved. This parks plan portion of the Comprehensive Plan Update is not intended to be a blueprint for parks programs (since that is FORHA's business), and the plan will respect FORHA's role. At the same time, it will attempt to explore with City residents and City leaders whether there is a role for the City as well in providing park coordination and connection, especially where new development occurs. The plan will also catalogue park resources and potential resources for City residents and incorporate a brief consideration of related issues in the City – conservation, open space planning, and trails, including whether the City should undertake any role whatsoever in these areas.

Anticipated work product:

- i Review and consolidate data available from a variety of sources on waterways, springs, floodplains, endangered species and various environmental features in the City and the ETJ and obtain locations of existing HOA parks and trails from the City and/or FORHA.
- ii Use town hall meetings and the Vision Survey to help understand citizen preferences on parks and conservation issues.
- iii Consider possible guidelines and standards for parks and trail dedications in newly annexed or subdivided areas.
- iv Explore whether connections between drainage basins and/or existing trails and parks is wanted and warranted for regulations for connecting and coordination of FORHA park trail efforts with City (if any). This will be at a conceptual level and not in detail since most parks are currently the primary realm of FORHA.
- v Produce a natural features map of parks, Critical Environmental Features, and potential parklands or open space preservation areas for the City as it expands and matures. (More detailed examination of slopes and the development of stream protection zones and water quality boundaries are potential additional areas of work in this area; these are not included in this scope but professional services in this area are available on an hourly basis if the City wishes to supplement this work later).

H. Annexation Plan

- i Our team will develop annexation recommendations and timelines based on the vision developed by citizens and City leaders through the course of the planning project, and based also on growth patterns and the likely market potential for development; and,
- ii Produce a proposed future Annexation Map.

I. Housing Plan

- i Certain statutes and case law require the City to consider a diversity of housing. Our team will advise the City on compliance with state and federal fair housing guidelines, as well as policy strategies to protect the neighborhood integrity and quality of life for existing residents. We will also use the public meetings and community surveys to help understand the community vision for housing, including housing options for newly developing land and intersection nodes.
- ii Develop a housing plan statement reflecting the City's rustic heritage and its policy concerning inclusion of diverse housing.

J. Coordinate An Advisory Committee Process

We understand the City may wish to appoint a Citizen Advisory Committee, possibly including a subcommittee of the City Council, to work with our team throughout the process. This proposal includes working with an Advisory Committee at key steps along the way, including:

- i. Four-to-five Advisory Committee meetings, organized and facilitated by our team.
- ii. Regular updates to Committee members throughout the process.

K. Presentations and Adoption for Comp Plan / Land Use Vision

As our team moves through its work on Task 3 of this proposal – our update to the City's Comprehensive Plan, along with development of a unified Land Use Vision for the City, including a planning charrette and zoning regulations with form-based code, we will stay in constant communication with the City through reports to staff, town hall meetings, a project website and social media campaign, and collaboration with the Council-appointed Citizens Advisory Committee as well as meetings with HOAs.

Along the way, we recommend a formal check-in with the City Council, and, of course, a formal report at the end. This work will include:

- i Two presentations to Council – one during the process, possibly at the midway point, more or less; and one at the conclusion, summarizing the report, findings, and recommendations.
- ii Design, graphics, writing, printing, binding of plan (assuming 20 printed copies)
- iii Coordination throughout with the City administrator and other staff.

Task 4: Subdivision Rule Update to Conform with New Zoning and Comprehensive Plan Update

As discussed earlier (see Task 2), our team will have already produced Interim Subdivision Rules. Under this task we will amend these to take into account the planning work done – and to serve as an instrument of policy for the City's new vision as expressed in its Comprehensive Plan Update and its new subdivision regulations. Work will include:

- A. A meeting with staff, stakeholders, and/or Council on policy and standards questions
- B. Write amendments to Interim Rules suitable for adoption as a permanent set of subdivision rules that will complement the policy goals of the city, the city's vision, and its land plan, zoning regulations and updated Comprehensive Plan. (See Task 3, subsection D-iv for additional discussion of integrating recommendations and language drafted by unrelated third-party consultants working on drainage planning for the City, provided that work is completed within this plan's schedule.) Assist the City with preparing a resolution / ordinance for adoption.

Task 5: Development Handbook And Training

Our team will produce a guideline for both staff and users, organizing and explaining the development process, including the new codes:

- A. Consult with City Administrator.
- B. Help crystalize and record in writing a clear process and guidelines (for both internal staff and external users (applicants), related to governance, policies and procedures for land use and development in Fair Oaks Ranch. This "handbook" will be based on successful examples from other cities, and on the efforts of the City administration already underway. Our team will also make recommendations based on best practices from other communities appropriate to the City's status at the time – General Law or Home Rule.
- C. Design and produce a streamlined electronic or online handbook. We will include a print-ready "hard copy."
- D. Our team will also meet one time with key City staff to "walk through" development procedures and to provide training on land development rules, and will assist the City with follow-up training and questions by telephone or in person if arranged with other meetings). In addition, the team will provide general recommendations on the implementation of zoning regulations and other land use recommendations, and will provide detailed technical assistance beyond that as requested at standard hourly rates.

Task 6: Project Management and Administration

- A. Project Management, internal kickoffs and oversight, filing, set-up, and status reports to the City
- B. Expenses from throughout the project: travel, refreshments for citizen meetings (it is assumed the City will provide or arrange for building space), boards and presentation materials, etc.

TIMELINE

■ SCHEDULE FOR THE PROJECT



Fair Oaks Ranch	November	December	January	February	March	April	May	June	July	August
Proposed Time Line 2016										
Initial Kickoff Meeting with Staff										
Meeting with Stakeholders										
Ongoing Meetings with Stakeholders/Adv. Committee (4-5 mtgs)										
Kickoff Workshop with Council										
HOA Summit(s)										
First Town Hall Meeting										
Design Charrette										
Town Hall Update Meeting										
Final Town Hall Meeting										
Presentation to Council										
Final Comp Plan and Zoning Form Based Code to Council										
Training for City staff										
Follow-up and Final Deliverables										

FIRM PROFILES

■ OUR EXPERIENCE



Firm Profile: Bridging the Gap

Gap Strategies is a Texas consulting firm working at the intersection of policy, public engagement, urban planning, and infrastructure.

Focused on bringing value to clients and communities through strategic thinking and creative public outreach, Gap Strategies works with cities, counties, universities, master plan developers, federal grant projects, sustainability initiatives, state agencies and national engineering firms on bond packages, comp plans, transportation, water projects, and major economic development initiatives.



Co-founders Jeff Barton and Kara Bishop Buffington

Headquartered in one of the state's fastest growing places — Hays County, just south of Austin — its principal partners have worked on policy, and/or public involvement and event planning across Texas, and in California, Massachusetts, Ohio, Pennsylvania, New Hampshire, and elsewhere.

Gap Strategies is registered as a Limited Liability Company in the state of Texas, and is state certified as a DBE. Staff members are pre-certified by TXDOT in Policy Planning, Land Planning, and Corridor Planning.

Partners Jeff Barton, AICP, and Kara Bishop Buffington act as project managers and manage operations. Partner Cyndy Slovak-Barton manages administration. Colleagues include talented staff and strategic partners in related fields.

Gap Strategies helps clients bridge the divides of a complex world.

Gateway Planning designs and implements great neighborhoods.

Focusing on **the Economics of Place**, the Gateway Planning Team believes that the best economic development strategy is shaping great places for people of all walks of life to live, learn, work, shop and recreate. Communities and developers that do just that are the ones attracting and creating sustainable value.

Gateway Planning combines the disciplines of town planning, urban design, infrastructure finance and community facilitation. By focusing on implementation, Gateway Planning is known nationally for its results, especially in the terms of value capture and sustained investment.

Gateway Planning works for both public clients and significant private developers such as **Rosewood Property Company**. This dual experience enables Gateway Planning to stand in the shoes of the enlightened developer for city clients; and correspondingly, to stand in the shoes of the public interest for private clients.

Gateway Planning also offers extensive experience working with—and across the table from—state DOT's on context sensitive solutions (CSS) and complementary complete street initiatives. For **TxDOT's groundbreaking Dallas CityMap Project with HNTB**, Gateway Planning led the analysis and design of neighborhood development options integrated into the various geometric scenarios crafted for the enduring future of the core of the city.

Gateway Planning's President, Scott Polikov, is a **Fellow of the American Institute of Certified Planners (FAICP)** and serves on the **National Boards for the Congress for the New Urbanism (CNU) and the Form-Based Code Institute (FBCI)**.



MBCO was created from a group of individuals who love engineering solutions. We are passionate about creating great design that makes the day-to-day a little bit easier to navigate. We are committed to solving problems for people, not just systems, and we have a strong belief that infrastructure systems should be designed and operated with a single purpose: to serve the people who use them.

We are committed to finding solutions without sacrificing quality. From initiation of the project through design development to funding sources, we are dedicated to an efficient process for the overall project, not just a single task. We are passionate about creating great design that makes the day-to-day a little bit easier to navigate, and we are committed to solving problems for people, not just systems.

We offer the most experienced technical skills available to achieve cutting-edge solutions regardless of project size, scope, or complexity, and offer the proven ability to deliver reliable, realistic solutions throughout the life cycle of virtually any project.

We offer the most experienced managers, engineers, and surveyors available to achieve cutting-edge solutions regardless of project size, scope, or complexity. You are guaranteed a firm that can challenge you and support you to implement the right solution on every project.



Catalyst Commercial is a brokerage, development, and consultant company that connects companies with the best markets, locations and structure to maximize company value and results for all shareholders.

Catalyst uses a blend of both art and science. We realize that each market is unique but we also have defined fundamental approaches using technology, research, and data to optimize economic development and community impact.

Catalyst Commercial is assisting municipalities and private developers to plan, attract, and procure retail tenants to specific communities and developments.

Jason Claunch, President of Catalyst Commercial, previously represented and developed for a number of national credit tenants. During this expansion he began to develop data and technology that could find more effective locations for these retailers and is now using these proprietary techniques to benefit cities and developers that have a need for advanced tools to attract quality retailers.

PRINCIPAL



EDUCATION

Master of Arts, Geography and the Environment, EPA-NNEMS Fellow, University of Texas at Austin, 2008.

Bachelor of Arts, Biology, University of Texas at Austin, 1996

EXPERIENCE & EXPERTISE

Specializing in land analysis, regional analysis and planning, land use and conservation planning, zoning, and feasibility assessment. Evaluated over 500,000 acres for best uses including: conservation, restoration, commercial, industrial, energy production, and residential. Work has been completed on scales ranging from small tracts to city to region and beyond. Expertise in: mapping, conservation prioritization, habitat modeling, regional analysis, program management, field assessment, watershed evaluation, sustainable sites evaluation, easement documentation reports, and land use feasibility analysis. Precise analytical skills are complemented by design sensibilities that create comprehensive, understandable, and aesthetically pleasing graphics, reports, animations, and presentations.

Conservation

•

Land Planning

•

Regional Patterns

•

Land Evaluation

•

Web Geography

•

Cartography

POSITIONS

Siglo Group, Principal and Founder, Austin, TX. 2006 to Present. Specializing in Spatial Analysis and GIS as it applies to conservation, regional analysis, carbon, energy, ecological services, and land use.

University of Texas at Austin. 2014 to Present. Adjunct Faculty, Lecturer. Teaching Graduate level Course: Introduction to GIS for Planning and Policy.

Bosse & Turner Associates, Land & Environmental Planner, Austin, TX. 2005 to 2009. Mapping, conservation planning, project management, field assessment, easement documentation reports, regional analysis, and feasibility analysis.

University of Texas at Austin. 2004 to 2006. Teaching Assistant: Geographic Information Systems, Humans and the Environment. Research Assistant: Economic and environmental evaluation of development over the Barton Springs Segment of the Edwards Aquifer and Researcher for Environmental Science Institute.

Lady Bird Johnson Wildflower Center, Public Programs Manager, Austin, TX. 1999 to 2004. Developed and managed logistics, personnel, and budgets for professional and adult education programs. Taught introductory classes, and facilitated conferences including the Conservation Development Symposium.

Sequoia National Park, Biological Science Technician, Three Rivers, CA. 1998 to 1999. Monitored long-term forest plots. Participated in wildland fire monitoring and prescribed burning. Assisted in the implementation of restoration projects.

REPRESENTATIVE PROJECTS

(Please see previous Section)



SELECT HONORS & APPOINTMENTS

2012 Envision Central Texas Stewardship Award Finalist for the Hill Country Map Viewer

2009–2012. City of Austin Comprehensive Plan Citizen Advisory Task Force Member.

2008–2009. Central Texas Greenprint Technical Advisory Committee.

2006–2007. Rotary Cultural Scholar - Costa Rica.

2004–2006. EPA National Network for Environmental Management Fellow, 2-year appointment.

2004–2006. Graduate Fellowships (4) for Teaching and Research.

1992–1993. Carl Duisberg Foundation Fellow, Congress-Bundestag Exchange Program.

1992. Outstanding Cooperative Education Award, NASA-Johnson Space Center.

SELECT PRESENTATIONS

"The Texas Conservation Lands Inventory", 2013, Texas Land Trust Council Executive Forum.

"Land for Water: A Conservation Initiative", 2012, Land Trust National Conference with Mark Steinbach.

"Status of Conservation in the Hill Country", 2012, Hill Country Conservancy's "Lunch and Learn".

"Imagine Austin Maps and Progress", 2012, Livable City Comprehensive Planning Forum

Geographic Data Use and Exhibit Creation for Land Trusts with Google Earth." 2011 Texas Land Trusts Council, Statewide Webinar.

"Use of Watersheds as an Evaluation Unit in Conservation Planning," 2006, Chicago, American Association of Geographers Conference.

SELECT PUBLICATIONS

Ogren, J. 2008. Conservation Planning in Central Texas, Thesis, University of Texas at Austin, Department of Geography and the Environment.

Ogren, J. 2008. "The Colorado River Corridor," eds. S. Black & F. Steiner, in *Emerging Urbanism: Evolution in Urban Forms*, University of Texas at Austin School of Architecture.

Ogren, J. 2002. "Ecological Restoration in Texas: A Big Private Land State," *Ecological Restoration*, Vol.20.

Ogren, J. 2002. "Branch Out this Year: Plant a Tree", *Austin American Statesman*, January 19, 2002.

KENNETH W. BROWN, AICP
DANIEL ORTIZ
JAMES B. GRIFFIN
JAMES MCKNIGHT
NINA PRADO
CAROLINE E. BROWN

BROWN & ORTIZ, P.C.
ATTORNEYS AT LAW

PAUL M. JUAREZ
OF COUNSEL

112 E. PECAN STREET
SUITE 1360
SAN ANTONIO, TEXAS 78205
TELEPHONE: 210.299.3704
FAX: 210.299.4731

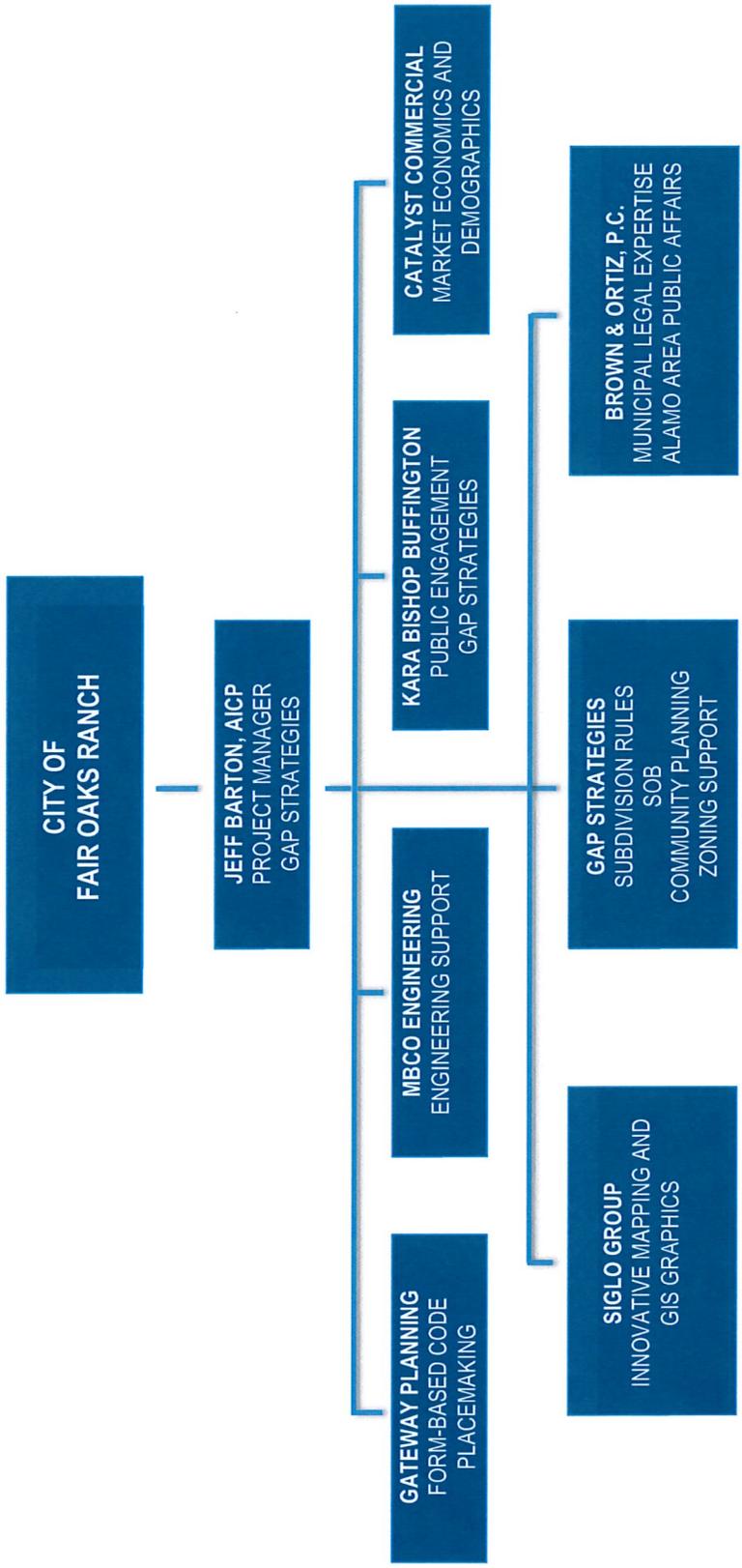
KENNETH W. BROWN, born in Killeen Texas, September 26, 1958, admitted to Texas State Bar in 1989. *Education:* University of Texas at Austin (B.S., 1982; M.S. in Community and Regional Planning, 1984); St. Mary's University (J.D., 1989). *Member:* San Antonio and Texas Bar Association; American Planning Association (Vice President of Texas Chapter of Planning and Law Division, 1994); American Institute of Certified Planners; and City of San Antonio Unified Development Code Oversight Committee.

Mr. Brown practices in Municipal Land Use Planning and Zoning areas in San Antonio and Corpus Christi. His experience includes managing the progress of projects through various Municipal Court and State development processes, including representing clients before the Texas Commission of Environmental Quality. Mr. Brown's main emphasis is zoning and land use issues that affect abutting properties and neighborhoods. In particular, Mr. Brown has worked on a variety of land use cases that deal with traffic, environmental, and neighborhood planning issues. He has been a speaker for various land use conferences and authored *articles* on the subject. Most recently he has been a speaker for the Land Use Planning Session of the Shell Oil Company and The University of Texas at San Antonio Institute for Economic Development 2014 Municipal Capacity Building Program. He is a former Adjunct Professor at the University of Texas at San Antonio Graduate Program of Public Policy teaching Planning and Land Use Law.

ORG CHART

■ TEAM ROLES AND RESPONSIBILITIES





TEAM BIOS

■ OUR RESUMES

JEFF BARTON, AICP, PRINCIPAL



Professional Affiliations & Awards

American Institute of Certified Planners,
No. 025460

American Planning Association

Former Chairman of the Capital Area
Rural Transportation System

Former Vice Chair, Capital Area
Metropolitan Planning Organization

Former Board Member, Austin-San
Antonio Lone Star Rail District

Board Member, Capital Area Housing
Finance Corporation

Founding Member & former President,
Central Texas Sustainable Indicators
Project

Past Board Member, Plum Creek
Watershed Partnership, Alliance For Public
Transit; CAMPO Transit Working Group;

Recognized as Outstanding Public or
Elected Official of the Year 2010,
American Society of Public Administrators;
and by American Planning Association,
Central Texas chapters

Former executive board member, 22-
county Central Tx Higher Ed. Authority

Envision Central Texas Stewardship
Award, Redevelopment, 2012

Professional Background

Jeff has managed planning and public affairs projects across Texas and in two states, working for clients as varied as small communities and Fortune 500 companies. He has directed the land planning and community relations department for a Texas engineering firm, and won awards for his communication work.

Early in his career he worked as a speechwriter and legislative press assistant to Congressman Jake Pickle in Washington, D.C., travelling most of the counties in Central Texas and the blackland prairie.

He has also worked as a business manager, a magazine writer, a publisher and editor, and an award-winning newspaper reporter and editorial writer.

A Hays County Commissioner in the 1990s, and again from 2007-2010, Jeff has been active in regional planning, transportation and growth management issues along the Interstate 35 Corridor and across the state. He has been an instructor for organizations such as the Texas Conference of Urban Counties, the Texas Association of Counties, Capital Area Council of Governments, and the Houston-Galveston COG, among many others.

Jeff has managed projects ranging from a few thousand to hundreds of millions of dollars. He has promoted and managed several successful bond packages. He is a nationally accredited planner. Jeff is bilingual.

Miscellanea:

Educated at: San Marcos High School, Baylor University of Texas. **Familied up:** two kids, one spouse, two dogs.



KARA BISHOP BUFFINGTON, PRINCIPAL



Professional Background

As a policy aide, issues consultant, and proselytizer for “new” media, Ms. Buffington is passionate about crafting a clear message and creating effective communication strategies to bridge planning issues.

A Central Texas native, Ms. Buffington attended Pine Manor College in Boston where she was recognized as Margaret elkins Leadership Scholar and obtained a coveted internship for then U.S. Senator John Kerry (now Secretary of State). Since then, she has worked in government planning, budgeting and project management, and in communications, planning, and campaign organizing. She worked on two presidential campaigns, doing community organizing and event planning in eight states.

In the private sector, Ms. Buffington has worked on master planned and mixed use development projects, managed media and public relations for a number of non-profit groups and small businesses, and crafted strategy to support “issues campaigns,” such as bond infrastructure packages. She is currently working on public affairs and transportation issues for the Captial Area Rural Transportation System in Hays, Caldwell and a half dozen other counties; and represents a number of other public and private-sector clients throughout Central Texas.

Ms. Buffington spent two years as a policy aide to a Hays County (Texas) commissioner, where she played an active role in the development of public policy, especially in park and open space planning; subdivision regulation; water availability and growth management; and transportation planning. In 2011, with two partners, she founded Gap Strategies.

Professional Affiliations & Awards

American Planning Association

Urban Land Institute Young Leader

Social Media Co-Director, Planning and Women Division, APA

Pine Manor College Center for Inclusive Leadership and Social Responsibility, Sustaining Member (Boston, MA)

2011 Conference Leader on Internet Accessibilty Standards & Regualtions, John Slatin AccessU, St. Edwards University

Panel Organizer on Internet Accessibility and New Media, 2011 SXSW Interactive Festival

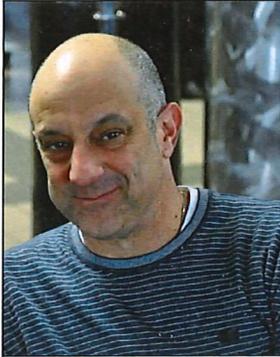
New Leaders Texas, Member



GAP STRATEGIES

Scott Polikov FAICP

President



Scott is a town planner who started his professional life with Patton Boggs, practicing law in Washington, D.C. Returning to Texas, Scott was appointed as a board member, respectively, of the region's transit authority, Capital Metro, and the Metropolitan Planning Organization (MPO) for the Greater Austin Region. Alarmed that the MPO's Long Range Transportation Plan ignored development patterns in a sustainable way, Scott changed careers and formed Gateway Planning Group. The firm's town planning and urban design practice focuses on value capture by marrying urbanism and the economics of transportation.

Education

M.S., Community & Regional Planning, UT School of Architecture
 J.D. with Honors, The University of Texas School of Law
 B.B.A., Finance with High Honors, UT School of Business
 Urban Retail Planning for Towns and Commercial Centers, Harvard School of Design

Professional and Civic Organizations

Fellow of the American Institute of Certified Planners (FAICP)
 Congress for the New Urbanism, National Board Member
 Form-Based Code Institute, National Board Member
 ULI Advisory Services (PASHA)
 TxDOT Urban Thoroughfares Committee, served as Co-Chair
 CitiStates Group, Associate (Neil Peirce, Chairman), Associate Member

Select Professional Experience

CSS and Urban Design Integration

Chisholm Trail Tollway, Fort Worth, Texas (Deputy Project Manager)
 Dallas CityMAP Downtown Highway Assessment Initiative, Dallas, Texas (Urban Design + Economics Lead)

Downtown Redevelopment

Downtown Rogers Initiative Plan + Development Code, Rogers, Arkansas
 Downtown McKinney TOD/Redevelopment and Form-Based Code, McKinney, Texas
 Downtown Plan and Form-Based Code, Owensboro, Kentucky
 Downtown Roanoke Redevelopment (Oak Street Corridor), Roanoke, Texas
 Downtown El Paso Redevelopment Strategy + TIF Restructuring (Transit, Street and Plaza Infrastructure)

Walkable Mixed-Use (Regions, Neighborhoods, Corridors and Universities)

CityLine/State Farm Mixed-Use Development + Form-Based Code, KDC, Richardson, Texas
 Heritage Creekside Mixed-Use Design + Zoning, Rosewood Property Company, Plano, Texas
 Trinity Lakes Mixed-Use TOD Plan, Code and TIF, Newell Companies, Fort Worth, Texas
 Broadway Corridor (BRT) Master Plan, City of San Antonio, Texas
 Volcano Heights Mixed Use Employment Center/BRT Plan, Albuquerque, New Mexico
 Economic Assessment of *Regional Centers & Corridors Plan*, Charlotte, North Carolina
 BCDCOG Growth Plan for Charleston, South Carolina Region (*Our Region Our Plan*)
 Verano/Texas A&M San Antonio Town-and-Gown Master Plan
 Texas State University Urban Campus Master Plan, Round Rock, Texas
 Northeast Eco-Zone Corridor Initiative, St. Lucia, West Indies

Awards and Publications

Inaugural Driehaus Form-Based Codes Award, National Form-Based Codes Institute
 7 Celebrating Leadership in Development Excellence (CLIDE) Awards, NCTCOG (7 awards in 10 years)

Robert Parsons, Jr. AICP CNU-A
Associate



Rob has deep rooted interests in planning, real estate development and the policy framework in which those operate. With a passion for creating walkable urban places that people love, Rob has devoted his practice to finding the intersection of nuanced urban design and market realities that result in implementation. He has worked for communities across Texas and the country on Main Street and aging commercial corridors as well as private developers doing both large and mid-scale infill development.

Education

Master of City and Regional Planning, University of Texas at Arlington
B.A., Urban Studies and Government, University of Texas at Austin
Urban Retail Planning for Towns and Commercial Centers, Harvard Graduate School of Design

Professional and Civic Organizations

Congress for the New Urbanism, CNU – Accredited 2013
Urban Land Institute – Member
American Planning Association – Member

Professional Experience

TxDOT CityMAP, Dallas, Texas
Downtown Bastrop Form Based Code Initiative, Bastrop, Texas
Heritage Creekside Development Plan, Plano, Texas
SH 190/Campbell Mixed Use Center, Garland, Texas
Metroplan Imagine Central Arkansas - Jump Start Initiative

- Old Town Bryant, Arkansas
- Markham Street, Conway, Arkansas
- 12th Street Core, Little Rock, Arkansas
- Levy, North Little Rock, Arkansas
- Park Hill, North Little Rock, Arkansas

Downtown Rogers Initiative Plan + Development Code, Rogers, Arkansas
Argyle Form Based Code, Argyle, Texas
Heritage Crossing/Irving Blvd. Redevelopment Plan and Code, Irving Texas
Main Street Implementation Plan, League City, Texas
Montgomery Ridge Development, Code and Design, Allen, Texas
Hartford Form Based Code and Redevelopment Strategy, Simsbury, CT
Bonanza Park Redevelopment Plan and Form-Based Code, Park City, Utah
Central Avenue CSS/BRT Corridor Study, Albuquerque, New Mexico
Schertz Sector Plan, Schertz, Texas
Trinity Lakes TIF Creation and Development Design, Fort Worth, Texas
Historic Downtown TIF Creation, Mansfield, Texas
Volcano Heights Sector Plan & Form Based Code, Albuquerque, New Mexico
Downtown Roanoke Oak Street Extension, Roanoke Texas
Bush Central TOD Code on DART Red Line, Richardson, Texas
Trinity Church Parking Analysis, Houston, Texas
Lake Nasworthy Framework Plan, San Angelo, TX
Downtown Implementation Plan, San Marcos, TX
HUD CATS Urban Rail Development Capacity Plan, Austin, Texas
Goliad Economic Development Report, Goliad, Texas

Awards

2015 Celebrating Leadership in Development Excellence (CLIDE) Award, NCTCOG
- Heritage Creekside Plano, Texas
2015 Central Texas APA Current Planning Award, Downtown Form Based Code, Bastrop, Texas
2015 Texas APA Current Planning Award, Downtown Form Based Code, Bastrop, Texas

RICHARD M. OLLER, PE, CPM



Civil/Environmental Engineering Academy Texas Tech University
Advisory Council Texas Tech School of Engineering
Dean's Advisory Council Southern Illinois University

Professional Background

Rich Oller joined MBCO as an Executive VP responsible for financial operations and engineering management. Mr. Oller brings 35 years of experience in management including owning his own firm for 27 years. Mr. Oller's experience in Private and Public practice is unique bringing experience not typically found in the consulting practice.

In October 2013 Mr. Oller joined WTC and served as a Vice President of Engineering and a firm Principal. Mr. Oller has guided numerous organizations in all phases of civil engineering design and construction projects. Prior to WTC, Inc., Mr. Oller was Regional Director for LAN in San Antonio. His experience includes various projects, such as, paving, subdivision developments, pipelines, municipal water and wastewater improvements, drainage improvements, airport improvements, municipal water well, water purchases, water supply and municipal solid waste landfills, and wastewater treatment plants.

Additionally, Mr. Oller has served as an Assistant City Manager of Public Works and City Manager in League City. In these positions he was responsible for the overall management of infrastructure, staff, Capital Improvements Plan, compliance, growth projections and budget. As City Manager Mr. Oller directed a staff of 504 employees and developed various master plans and a comprehensive plan for the City. Two major wastewater treatment facilities were constructed under his guidance one a 26 MGD and the other a 10 MGD plant. Additionally, Mr. Oller negotiated new water agreements for future water for the City.

Education

MS Civil Engineering Water Resources
Texas Tech University

BS Sanitary Engineering
Southern Illinois University

Professional Affiliations

American Society of Civil Engineers
National Society of Professional Engineers
Texas Society of Professional Engineers
Texas Public Works Association
Texas City Managers Association
Water Environment Federation
American Water Works Association
International City Managers Association
Water Reuse Association

Professional Certifications

Certified Public Manager
Professional Engineer
Registered Environmental Professional
Certified Arbitrator/Mediator



FEE WORKSHEET

■ DETAILED SCOPE & FEE SPREADSHEET



Exhibit "B"
Compensation

Combined	PM / Community Planning, Public Engagement		Placemaking, Form Based Code		Engineering Support		Mapping & GIS Analysis		Legal & Local Municipal Affairs		Economic, Demographic Analysis		Total Fee For This Task	
	Gap Strategies		Gateway Planning		WBCO Engineering		Siglo Group		Brown & Ortiz		Catalyst Commercial		Hours	Dollars
Task 1: Kickoff And Community Vision Building	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours		Hours	Dollars
A. Organizational meeting(s) with staff														
B. Prepare workshop/charette with council/stakeholders														
C. Workshop with council/stakeholders														
D. Follow-up with staff/council														
E. Design and publish website														
F. Community vision and values survey (web and paper)														
TASK 1 SUBTOTAL	74	\$11,410	51	\$11,875	9	\$1,805	8	\$960		\$0	8	\$2,500	150.00	\$28,550
Task 2: Craft Interim Subdivision Rules														
A. Review current rules and meet with staff on goals														
B. Discussion/research on immediate issues (most stakeholder work will be in Task 4)														
C. First draft interim rules														
D. Follow up with City, edit first draft														
E. Produce final draft for staff to present to council														
TASK 2 SUBTOTAL	55	\$8,058	0	\$0	6	\$1,005	0	\$0		\$0	0	\$0	61.00	\$9,063
Task 3: Comp Plan Update & Land Use Vision														
A. Foundation Building, Community Engagement														
i. Obtain and review current plans														
ii. Develop base maps of city boundaries, ETJ, county boundaries, annexations, enviro features and natural constraints, streets, parks, etc.														
iii. Town Hall Meetings (3)														
iv. Ongoing survey, web updates, social media														
B. Forecasting and Scenario Building														
i. Review City and regional plans and trends														
ii. Market and demographic projections														
C. Design Charrette (including city campus review)														
D. Develop Master Land Use Plan and Zoning Regulations														
i. FORHA summit with related HOAs (and follow up)														
ii. Develop draft form based zoning code														
iii. Respond to comments and issue revised draft														
iv. Identify zoning/Comp Plan revisions for the interim subdivision rules														
v. Production of up-to-date current land use map														
vi. Production of Future Land Use Map with emphasis on nodes and corridors from Charrette														

ii. Design, graphics, writing, printing, binding of plan (assuming 10 printed copies)														
iii. Coordination throughout with City														
iv. Reserved for future use														
v. Reserved for future use														
TASK 3 SUBTOTAL	834	\$115,538	437	\$86,350	46	\$8,470	234	\$21,360	0	\$0	30	\$7,500	1,581.00	\$239,218
Task 4: Subdivision Rule Revisions to Conform with New Zoning, Master Plan														
A. Meeting on policy and standards (1 meeting with staff and/or stakeholders/Council)														
B. Develop permanent rules suitable for adoption, and coordiante with 3rd party consultants on related work														
TASK 4 SUBTOTAL	62	\$8,964	27	\$2,550	12	\$2,520	2	\$240		\$0		\$0	103.00	\$14,274
Task 5: Development Handbook & Staff Training														
A. Consult with City Administrator														
B. Assist City Administrator to develop application process and procedures based on work underway														
C. Design and produce digital copy and print-ready hard copy														
D. Training for staff and assistance with implementation														
TASK 5 SUBTOTAL	49	\$7,196	27	\$5,550	6	\$1,260	0	\$0		\$0			82.00	\$14,006
Reserved for future use if needed														
Reserved for future use if needed														
Reserved for futurer use														
Task 6: Project Management & Administration														
A. Project Management, oversight, filing, set up, reports														
B. Legal consultation throughout project estimated (hours for legal and economist are rough approximations from flat fees)														
TASK 6 SUBTOTAL	46	\$6,800	14	\$3,050	2	\$420	4	\$480	32	\$8,500			96.00	\$19,250
Total Fee	1120	\$157,966	556	\$109,375	81	\$15,480	248	\$23,040	27.5	\$8,500	38	\$10,000		\$314,361
Reimbursable Expenses*		3200		\$8,000		500		250		100		600		\$12,650
COMBINED TOTAL: FEE + EXPENSES:		\$161,166		\$117,375		\$15,980		\$23,290		\$8,600		\$10,600		\$327,011

Revised Submittal Nov. 10, 2016 by Jeff Barton, Gap Strategies (512-312-9683).

*Expenses reflect reimbursables from throughout the project, including travel, boards and presentation materials, light refreshments for some public meetings, stakeholder and staff events, website domain purchase, hard copies if needed for community survey and up to 25 copies of the development handbook. All final work copy will also be presented to the City in digital format.

References on master are tied to detailed team worksheets, Nov 10 Gap Team worksheet_Clients/031/contract submittals/Nov10

Exhibit "C"

Evidence of Insurance