

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

December 1, 2016; 9:30 AM

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

I. ROLL CALL – DECLARATION OF A QUORUM

II. OPEN MEETING

Pledge of Allegiance

III. CITIZENS and GUEST FORUM / PRESENTATIONS

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

A. Citizens to be heard.

B. TxDot Presentation on projects in the vicinity of Fair Oaks Ranch.

Jonathan Bean, P.E. Director, TxDot

Pgs. 3-10

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 November 17, 2016 Regular City Council Meeting Minutes.

Pgs. 11-13

V. DISCUSSION/CONSIDERATION ITEMS

A. Consideration and possible action on approving Ordinance 2016-13 amending Chapter 6; Article 6.03 of the City of Fair Oaks Ranch Code of Ordinances titled "Food and Food Products".

Assistant City Administrator C. Vanzant

Pgs. 14-21

B. Consideration and possible action on approving Ordinance 2016-14 amending food establishment permit fees, effective January 1, 2017.

Assistant City Administrator C. Vanzant

Pgs. 22-25

C. Discussion and possible action on a Professional Services Contract with Pape-Dawson Engineers.

Public Works Director R. Emmons

Pgs. 26-47

D. Discussion and possible action approving a Communications Committee Charter and Communication Committee Members.

Mayor Manitzas and Alderwoman Havard

Pgs. 48-50

E. Discussion and possible action on approving a Comprehensive Plan Citizen Steering Committee Charter and Actions to Identify Committee Members.

Alderwoman Havard and City Administrator T. Maples

Pgs. 51-54

F. Review and discuss Extra Territorial Jurisdiction (ETJ) Initiatives.

City Administrator T. Maples Pgs. 55-57

G. Review and discuss the Texas Open Meetings Act.

City Attorney Zech Pg. 58

VI. CONVENE INTO EXECUTIVE SESSION

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

VII. RECONVENE INTO OPEN SESSION

VIII. ADJOURNMENT

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

Signature of Agenda Approval: _____



I, Christina. Picioccio, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the city's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times. Said Notice was posted by 5:00 p.m., November 23, 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).



FAIR OAKS RANCH AREA TXDOT PROJECTS

Fair Oaks Ranch City Council
December 1, 2016



Frontage Road Operational Improvements



Existing



Proposed



Frontage Roads Under Construction – Fair Oaks Pkwy to Dominion



I-10 - Fair Oaks Pkwy to FM 3351
Scope: Convert frontage roads to one way; construct overpass at Old Fredericksburg Road
Cost: \$31 Million
Anticipated End Date: Mid-2018

I-10 @ Fair Oaks Pkwy
Scope: Bridge Replacement
Expand Bridge to 4 Lanes + WB to EB Turnaround
Cost: \$7.6 Million
Anticipated End Date: Early 2018

I-10 - FM 3351 to Dominion Dr
Scope: Convert Frontage Roads to One-Way; Intersection Improvements @ Boerne Stage Road, Dominion Dr., & Ralph Fair Road; Ramp Improvements
Cost: \$18.5 Million
Anticipated End Date: Spring 2017

Frontage Roads Under Constr. & Planned – SH 46 to Fair Oaks Pkwy



Added Capacity Expansion



I-10 Added Capacity Expansion – Near Term



I-10 - FM 3351 to La Cantera Pkwy

Scope: Expand to 6 Lane Expressway + HOV Lane

Cost: \$ 70 Million

Contractor: TBD

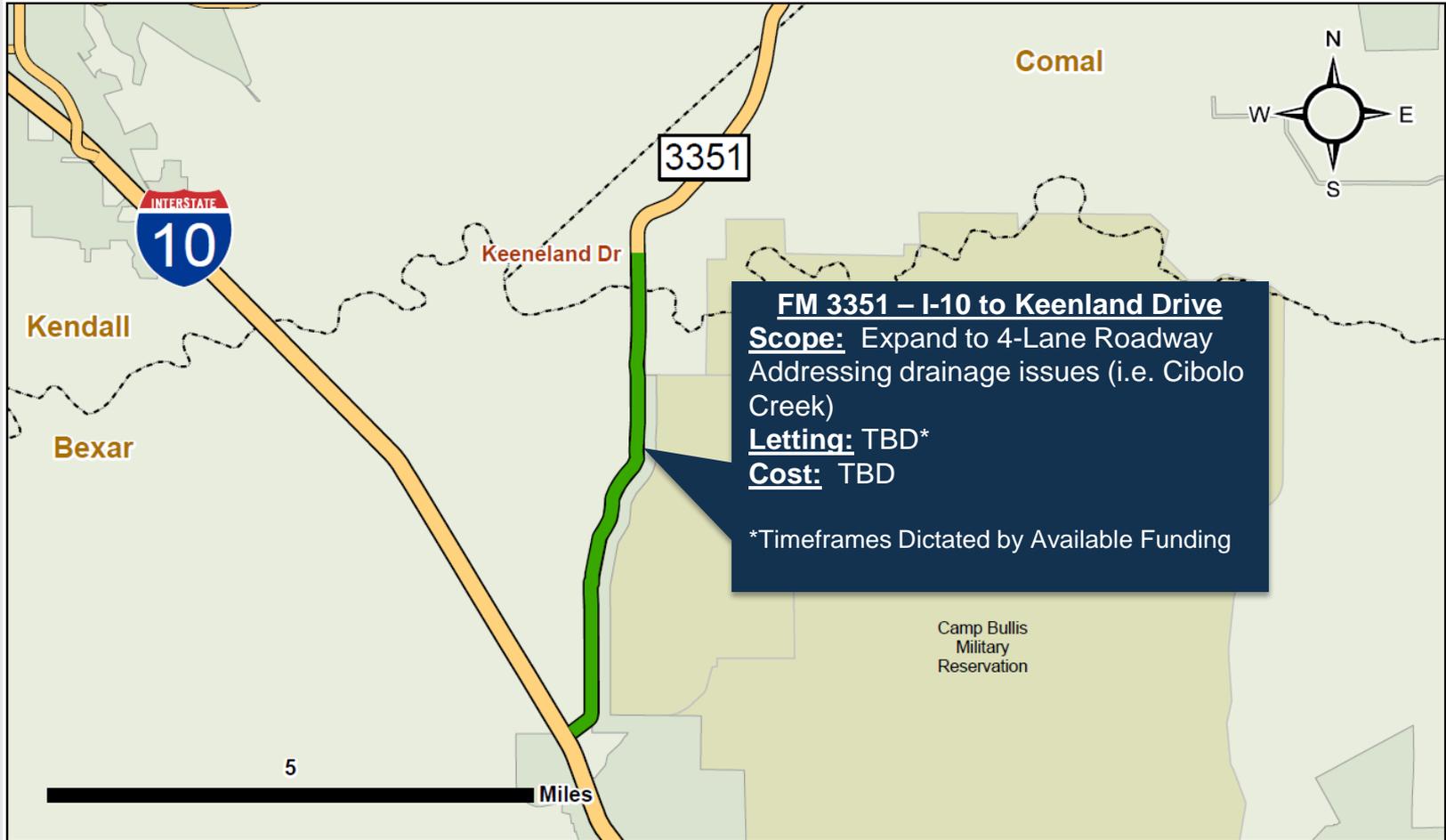
Scheduled Letting: May 2017

Anticipated End Date: Late 2019

I-10 Added Capacity Expansion - Planned



FM 3351 – Ralph Fair Road Improvements - Planned



**CITY OF FAIR OAKS RANCH
CITY COUNCIL MEETING MINUTES – NOVEMBER 17, 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.

With a quorum present, Mayor Manitzas called the Regular City Council meeting to order at 7:00 PM

II. PLEDGE OF ALLEGIANCE

Led by T. Houle, Boy Scout

III. CITIZENS and GUEST FORM/PRESENTATIONS

A. Citizens to be heard

D. Taylor, 31043 Keeneland Drive, citizen and Environmental Research Scientist has observed the area known as The Arbors which is being proposed for the preserve area and sees no environmental risks that would preclude the location from being developed as a preserve area. The location has similar recharge features and characteristics as on the other areas that FORHA already manages on Cibolo Creek.

IV. CONSENT AGENDA

MOTION: Made by Alderwoman Havard, seconded by Alderman Elizondo to approve The October 20, 2016 Regular City Council Meeting Minutes, the November 1, 2016 Special City Council Meeting Minutes and the November 3, 2016 Regular City Council Meeting Minutes.

VOTE: 5:0, Motion Passed.

V. CONSIDERATION/DISCUSSION ITEMS

A. Discussion and possible action on a Resolution ratifying and appointing the City of Fair Oaks Ranch Finance Officer.

City Administrator Maples stated he was honored to recommend Ms. Sarah Buckelew, CPA for appointment as the City's Finance Officer. Mr. Maples summarized the hiring process utilized by Senior Staff and introduced Ms. Buckelew and her family.

MOTION: Motion made by Alderman Elizondo, seconded by Alderman Hartpence to approve a Resolution appointing Sarah Buckelew as Finance Officer.

VOTE: 5:0, Motion Passed.

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 mentioned that on August 8, 2011 the City Council adopted Ordinance 2011-08 creating the District's Board of Directors and providing for the

appointments, by Resolution, of its Directors by City Council. Mayor Manitzas stated that due to the resignation of Jim Martin, the “At-Large” representative, a position has become available on the MDD Board. The MDD recommended to move Al McDavid from being the FORHA representative to the “At-Large” representative.

MOTION: Motion made by Alderwoman Havard, seconded by Alderwoman Patel to approve a resolution removing and appointing Directors to the Fair Oaks Ranch Municipal Development District Board of Directors.

VOTE: 5:0, Motion Passed

C. Discussion and possible action on the approval of Frost Bank Plat.

A. Garcia P.E, Manager of Engineering Services presented a plat of the Frost Bank property located on Fair Oaks Parkway for council consideration and approval. The Frost Bank Plat consists of a two acre lot and a one acre lot. A. Garcia noted that all plat requirements have been met.

MOTION: Motion made by Alderman Elizondo, seconded by Alderman Hartpence to approve the final plat titled “Subdivision Plat Establishing Frost Bank at Fair Oaks Ranch”.

VOTE: 5:0, Motion Passed

D. Discussion and possible action on a Memorandum of Agreement (MOA) 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 Agreement.

Mayor Manitzas provided a history of the Owen’s Development Agreement which includes the Preserve Area. Since approval, various conversations have been held by FORHA and the City Council. The draft MOA is the result of these conversations and only applies if the area is conveyed to FORHA. To be effective the terms of the MOA need to be voted upon by the Council and FORHA and as such, he opened the floor for discussion. Council members discussed: police protection, access to property via Setterfeld, easement dedications, agricultural tax issues and the final date of conveyance. Discussion ended with the council authorizing the City Attorney to discuss the terms of the agreement with FORHA’s attorney.

MOTION: None

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 Maples reviewed the rational for the comprehensive plan which key elements include population projections, land use, drainage, water, wastewater, thoroughfare, environmental, open space, annexations, community facilities, master plans, subdivision and zoning regulations, capital improvement programs and economic development considerations. The City Administrator proposed entering into a professional services contract with Gap Strategies to update the City’s

comprehensive Plan. Jeff Barton, AICP Principal of Gap Strategies and Rob Parsons AICP CNU-A of Gateway Planning outlined plans for public engagement, creating a stakeholders group and advisory committee. The Council and City Administrator responded to a few questions voiced by citizens in attendance.

MOTION: Motion made by Alderman Elizondo, seconded by Alderwoman Havard to approve a professional services contract with Gap Strategies in an amount not to exceed \$327,011.00 including reimbursable expenses, subject to receiving exhibit C.

VOTE: 5:0, Motion Passed

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

- A. Police Chief Rubin informed Council that during the month of November the Police Officers will be growing beards as a fund raiser to help support a fellow Fair Oaks Ranch Police Officer recently diagnosed with cancer. Information regarding a November 30th fund raising dinner in honor of this officer will be posted on the City Website.
- B. City Administrator T. Maples briefed the Council on the RFQ process for the Master Drainage Plan.
- C. Public Works Director R. Emmons provided an update on the Roadway Reconstruction Project; including the closure of Meadow Creek Trail due to safety issues and upcoming road closures planned for Intrepid. All appropriate notices will be provided via code red, on line and written flyers.
- D. Assistant City Administrator C. Vanzant reported the Thanksgiving Day trash pickup has been moved to Saturday, November 26, 2016 and that no other holiday services will be impacted.

VII. **EXECUTIVE SESSION**

City Council did not convene 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**

Not applicable.

IX. **ADJOURNMENT**

Mayor Manitzas adjourned the meeting at 9:36 PM.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action on approving Ordinance 2016-13 amending Chapter 6; Article 6.03 of the City of Fair Oaks Ranch Code of Ordinances titled "Food and Food Products"

EFFECTIVE DATE: December 1, 2016

DEPARTMENT: Administration

PRESENTED BY: Asst City Administrator C. Vanzant/Health Food Inspector B. Bell

INTRODUCTION/BACKGROUND:

In October 2007, City ordinance 69.3 establishing inspections and regulations of food establishments within the City, codified under Chapter 6 Section 6.03 of the Fair Oaks Ranch Codes of Ordinances, was adopted. It provides for the inspection and regulation of food service establishments, health/food permit application and fees, etc. Late October 2015, the State adopted amended Texas Food Establishment Rules that are applicable to municipal food service establishment inspections. Summary of changes include:

1. Chapter citations now found in Chapter 228
2. Updated definitions required by State statute
3. Updates food, ingredient, equipment, and linen contamination prevention
4. Updates requirements of Certified Food Managers
5. Eliminates Potentially Hazardous Foods references and included Time/Temp Control for Safety
6. Provides for more stringent time frame for violation corrections

As to comply with the new State rules, in August 2016, the city-contracted Health/Food Inspector began working with the City in amending the appropriate city ordinance. Attached is a copy of the updated Retail Food Establishment Inspection Report that reflects the new inspection standards.

POLICY ANALYSIS/BENEFIT TO CITIZENS:

1. Compliance with State Statute and the Texas Department of State Health Services
2. Enhanced safeguards to public health

LEGAL ANALYSIS:

Reviewed as to form by City Attorney

RECOMMENDATION/PROPOSED MOTION:

Approval of Ordinance 2016-13 amending Chapter 6; Article 6.03 of the City of Fair Oaks Ranch Code of Ordinances titled "Food and Food Products"

Corrective Actions to Ensure Safe Food

Item No.

- 1 Cooling**
 - PHF/TCS* food cooled from 135° F to 70° F more than 2 hours OR 135° F to 41° F (45° F) more than 6 hours; OR prepared food cooled to 41° F (45° F) more than 4 hours:
Action: Voluntary destruction, rapid reheating of cooked foods if less than 4 hours

- 2 Cold Hold**
 - PHF/TCS food held above 41° F (45° F) more than 4 hours:
Action: Voluntary destruction

 - PHF/TCS food held above 41° F (45° F) less than 4 hours:
Action: Rapid cool (e.g. ice bath)

- 3 Hot Hold**
 - PHF/TCS food held below 135° F more than 4 hours:
Action: Voluntary destruction

 - PHF/TCS food held below 135° F less than 4 hours:
Action: Rapid reheat to 165° F or more

- 4 Cooking**
 - PHF/TCS food undercooked:
Action: Re-cook to proper temperature

- 5 Rapid Reheating**
 - Cold PHF/TCS food improperly reheated:
Action: Reheat rapidly to 165° F

- 7 Handwashing**
 - Food employees observed not washing hands:
Action: Instruct employees to wash hands as specified in the Rules.

- 9, 10 Approved Source/Sound Condition**
 - Foods from unapproved sources/unsound condition:
Action: Voluntary destruction

- 11 Proper Handling of Ready-to-Eat Foods**
 - Employee did not properly wash and sanitize hands before touching ready-to-eat food with bare hands:
Action: Voluntary destruction

- 12 Cross-Contamination of Raw/Cooked Foods**
 - Ready-To-Eat food contaminated by raw PHF/TCS food:
Action: Voluntary destruction of ready-to-eat foods

- 14 Water Supply**
 - Facility does not have water for washing hands, preparing food, or cleaning equipment/utensils:
Action: Voluntary suspension of food preparation

*Potentially Hazardous Food (PHF) / Time/Temperature Control for Safety (TCS)

ORDINANCE 2016-13

AMENDING CHAPTER 6; ARTICLE 6.03 TITLED “FOOD AND FOOD PRODUCTS; PROVIDING FOR THE INSPECTION AND REGULATION OF FOOD SERVICE ESTABLISHMENTS WITHIN THE CITY LIMITS; PROVIDING FOR PERMIT APPLICATION AND FEES; PROVIDING FOR AN ADMINISTRATIVE APPEAL; PROVIDING FOR A FINE OR NOT MORE THAN ONE THOUSAND DOLLARS (\$1000); PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Ordinance 69.3, codified in the Fair Oaks Ranch Code of Ordinances, Chapter 6; Article 6.03 of the City of Fair Oaks Ranch, was passed and approved establishing inspections and regulations of food establishments within the City of Fair Oaks Ranch; and

WHEREAS, the City Council of the City of Fair Oaks Ranch finds that it is now necessary to amend those regulations to better protect the health and safety of the citizens of Fair Oaks Ranch; and,

WHEREAS, as provided by 25 Texas Administrative Code, Chapter 228, cities have the authority to enforce state law and rules concerning food service establishments, retail food stores, mobile food units, and roadside food vendors; and,

WHEREAS, the City of Fair Oaks Ranch has entered into a Sanitarian Service Agreement with B. Bell, Health/Food Sanitarian, for sanitarian services.

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

Part 1: Chapter 6, Health and Sanitation; Article 6.03, Food and Food Products is hereby amended as set forth in the attached Exhibit A.

Part 2: The provisions of this ordinance are declared to be severable. If any section, subsection, sentence, clause, phrase, or portion of this ordinance shall for any reason to be held invalid or unconstitutional by any court of competent jurisdiction, such decisions shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in effect; it being the legislative intent that this ordinance shall remain in effect notwithstanding the validity of any part.

Part 3: The provisions of this ordinance shall become effective immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED ON THIS 1st DAY OF DECEMBER, 2016

Garry Manitzas, Mayor

Approved as to Form:

Attest:

Christina Picioccio, City Secretary

Charles Zech, City Attorney

EXHIBIT A

AMEND CHAPTER 6, HEALTH AND SANITATION; ARTICLE 6.03, FOOD AND FOOD PRODUCTS AS FOLLOWS:

ARTICLE 6.03 FOOD AND FOOD PRODUCTS

Division 1. Generally

Secs. 6.03.001–6.03.030 Reserved

Division 2. Food Service Establishments

DELETE:

Sec. 6.03.031—Enforcement of state law and rules

~~The city adopts by reference the provisions of chapter 437, Texas Health and Safety Code, as applicable to counties and the current rules as adopted by the Texas Board of Health found in 25 Texas Administrative Code (TAC), chapter 229, sections 161 through 171 and 173 through 175 regarding the regulation of food establishments. (Ordinance 69.3, sec. 2, adopted 10/18/07)~~

Sec. 6.03.032—Application for permit and fees

~~(a)—Any person or corporation desiring to operate a food establishment in the city must make a written application for a permit on forms provided by the city. The application must contain the name and address of each applicant, the location and type of the proposed food establishment, the square footage of the establishment, the signature of each applicant and any other pertinent information required by the city. One (1) food permit shall be issued for one (1) location, even if the establishment is a combination of a food establishment and a retail food store. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewal of permits is required on an annual basis and the same information is required for renewal of a permit as for an initial permit.~~

~~(b)—Prior to the approval of an initial permit or the renewal of an existing permit, the county health inspector shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules may be denied a permit or the renewal of a permit. If the inspection indicates that the proposed food establishment complies with the requirements of this order, and the permit holder has paid the required fee, the city shall issue a food permit.~~

~~(c)—A permit shall begin on January 1 and expire on December 31 each year at which time the permit must be renewed except that temporary food service permits for outdoor events shall be valid only for the duration of the event and temporary food service permits for indoor events shall be valid for four (4) days from the date of issuance. Food permits which have been issued prior to the effective date of this article shall be valid through December 31, 2007 or if temporary, shall be valid through the effective date on the permit.~~

~~(d)—Permits issued under this division shall be as provided in appendix A to this code.~~

~~(Ordinance 69.3, sec. 3, adopted 10/18/07)~~

Sec. 6.03.033—Administrative appeal

~~(a)—Any person or corporation aggrieved by the denial of the permit application or by revocation of a permit shall have the right of appeal to the city council. Such appeal shall be taken by filing with the council,~~

~~within ten (10) days after the action complained of, a written statement setting forth fully the grounds for the appeal. The council will hear such appeal at its next regular scheduled city council meeting. The decision of the council on such appeal shall be final and conclusive.~~

~~(b) — Notice of the hearing shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be given by telephone to the licensee at his last known telephone number at least three (3) days prior to the date set for hearing.~~

~~(Ordinance 69.3, sec. 4, adopted 10/18/07)~~

Sec. 6.03.034 — Penalty

~~Any person, firm or corporation violating any provisions of this division or failing to observe any provisions hereof shall be deemed guilty of a misdemeanor and upon conviction shall be fined not more than \$1,000.00 and each and every day or fraction of a day during which this division or any part thereof, shall be violated, shall be deemed a separate offense and punishable as such. (Ordinance 69.3, sec. 5, adopted 10/18/07)~~

ADD:

Sec. 6.03.031 Enforcement of state law and rules

The city adopts by reference the provisions of chapter 437, Texas Health and Safety Code, as applicable to counties and the current rules as adopted by the Texas Board of Health found in 25 Texas Administrative Code (TAC), chapter 228, regarding the regulation of food establishments.

Sec. 6.03.032 Definitions

- (a) Authorized agent or employee - employees of the City of Fair Oaks Ranch or contracted Sanitarian.
- (b) Food establishment - a food service establishment, a retail food store, a temporary food establishment, a mobile food unit, and/or a roadside food vendor.
- (c) Non-profit - political, charitable, religious or other noncommercial purpose not conducted or maintained for the purpose of making a profit.
- (d) Regulatory authority - the City Council of the City of Fair Oaks Ranch
- (e) State rules - 25 Texas Administrative Code, Chapter 228, also known as the Texas Food Establishment Rules.

Sec. 6.03.033 Permits and Exemptions

- (a) A person may not operate a food establishment without a permit issued by the City of Fair Oaks Ranch. Permits are not transferrable from one person to another or from one location to another location, except as otherwise permitted by this ordinance. A valid permit must be posted in or on every food establishment regulated by this ordinance.
- (b) A food establishment operated solely by a nonprofit organization is exempt from the permit fee but is not exempt from the permitting requirements of this ordinance or from compliance with state rules. The regulatory authority may require any information necessary to determine whether an organization is nonprofit for purposes of this exemption.

Sec. 6.03.034 Application for Permit and Fees

- (a) Any person or corporation desiring to operate a food establishment must make a written application for a permit on forms provided by the City. The application must contain the name and address of each applicant, the location and type of the proposed food establishment, the signature of the applicant, and the applicable fee. One (1) food permit shall be issued for one (1) location, even if the establishment is a combination of a food establishment and a retail food store. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit.
- (b) Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit. Permits shall begin on January 1 and expire on December 31 each year at which time the permit must be renewed except that temporary food service permits for outdoor events shall be valid only for the duration of the event and temporary food service permits for indoor events shall be valid for four (4) days from the date of issuance.
- (c) Prior to the approval of an initial permit or the renewal of an existing permit, the city's Health Sanitarian Inspector shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit.
- (d) Applicable fees shall be as provided in Appendix A of the city's Code of Ordinances titled, "Fee Schedule".

Sec. 6.03.035 Review of Plans

- (a) Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the city's Building Codes department for review before work is begun. Extensive remodeling means that 20% or greater of the area of the food establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of materials of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by the Building Codes department if they meet the requirements of the rules adopted by this ordinance and all other applicable city ordinances. The approved plans and specifications must be followed in construction, remodeling or conversion.
- (b) Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation.

Sec. 6.03.036 Suspension of Permit

- (a) The City of Fair Oaks Ranch may, without warning, notice, or hearing suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice as required by paragraph 2 of this Section. When a permit is suspended, food operations shall immediately cease. The holder of the permit shall be afforded an opportunity for an administrative hearing of the City Council within 20 days of receipt of a request for a hearing.

(b) Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified, by the City Secretary's office, in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the City Secretary by the holder of the permit within ten days of the date the notice was provided. If no written request for hearing is filed within ten days, the suspension is sustained. The Sanitarian, with the concurrence of the City Administrator, may end the suspension at any time if reasons for suspension no longer exists.

Sec. 6.03.037 Revocation of Permit

(a) The City Council may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the City in the performance of its' duties. Prior to revocation, the City Secretary shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the City Secretary by the holder of the permit within such ten day period. The holder of the permit shall be afforded an opportunity for an administrative hearing of the City Council within 20 days of receipt of a request for a hearing.

(b) If no request for hearing is filed within the ten day period, the revocation of the permit becomes final.

Sec. 6.03.038 Administrative Appeal

(a) A notice, as required in these rules, is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit. A copy of the notice shall be filed in the records of the Office of the City Secretary.

(b) The hearings provided for in these rules shall be conducted by the City Council within 20 days of receipt of a request for hearing. Based upon the recorded evidence of such hearing, the City Council shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the City Secretary.

Sec. 6.03.039 Remedies

(a) Any person, firm or corporation who violates a provision of this ordinance, any person, firm or corporation who is the permit holder of or otherwise operates a food service establishment who violates a provision of this ordinance, or any person, firm or corporation failing to observe any provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be fined not more than \$1,000 dollars and each and every day or fraction of a day during which this ordinance or any part thereof, shall be violated, shall be deemed a separate offense and punishable as such.

(b) The City Council may seek to enjoin violations of these rules.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action on approving Ordinance 2016-14 amending food establishment permits fees, effective January 1, 2017

EFFECTIVE DATE: January 1, 2017

DEPARTMENT: Administration

PRESENTED BY: Asst City Administrator

INTRODUCTION/BACKGROUND:

City ordinance establishing the requirement of food service establishment permits, codified under Chapter 6 Section 6.03 of the Fair Oaks Ranch Codes of Ordinances, stipulates permits issued under this division of the Code shall be assessed a fee. The current fees, as adopted in 2008 and codified under Appendix A of the Code, are listed below. To help offset the cost of inspection services, staff is proposing an increase in fees, effective January 1, 2017 (due to population, the State allows the highest permit fee to be \$300). The proposed fee schedule is similar to the fees under consideration by Kendall County and City of Boerne.

<u>Gross Annual Income* of Food Establishment</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
\$0.00–\$24,999.99	\$100.00	\$150.00
\$25,000.00–\$49,999.99	\$125.00	\$175.00
\$50,000.00–\$149,999.99	\$200.00	\$250.00
\$150,000.00 or more	\$300.00	\$300.00
Late fee assessment, per day	\$ 5.00	\$ 5.00
Temporary permits–4-day event (paid before event)	\$ 20.00	\$ 25.00
Foster care inspection fee	\$ 35.00	\$ 50.00
Day care center	\$ 75.00	\$ 75.00
Mobile Unit/Roadside vendor	\$100.00	\$150.00
Convenience store/mini-marts (selling prepackaged food)	\$100.00	\$150.00
Bed and breakfast	\$100.00	\$150.00

Upon approval of the new food permit fees, a letter along with their 2017 application form will be sent to existing food establishments notifying them of the fee increase. By way of background, the food establishment permits are renewed, annually, in January.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Anticipated known revenue: \$2450 (11 known establishments based on 2016 permit issuance and no new commercial establishments)

Contract Expense: \$3200

An indicated above, Staff is aware our budget incorporates a potential programmed shortage. In addition to addressing this concern within our ongoing efforts to update the city's fee schedule as a whole, Staff anticipates advancing FTE cost sharing scenarios with adjacent/regional agencies.

LEGAL ANALYSIS:

Reviewed as to form by City Attorney

RECOMMENDATION/PROPOSED MOTION:

Approval of Ordinance 2016-14 amending food establishment permits fees, effective Jan 1, 2017

ORDINANCE 2016-14
AMENDING APPENDIX A; ARTICLE A5.000 “FOOD ESTABLISHMENT PERMITS” PROVIDING FOR PERMIT FEES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as provided by 25 Texas Administrative Code, Chapter 228, cities have the authority to enforce state law and rules concerning food service establishments, retail food stores, mobile food units, and roadside food vendors; and,

WHEREAS, Ordinance 2016-13 of the City of Fair Oaks Ranch was passed and approved establishing inspections and regulations of food service establishments within the City of Fair Oaks Ranch; and,

WHEREAS, the City of Fair Oaks Ranch has entered into a Sanitarian Service Agreement with a Health/Food Sanitarian; and,

WHEREAS, Ordinance 69.4 codified in the Fair Oaks Ranch Code of Ordinances, Appendix A; Section A5.002 was passed and approved, August 2008, establishing food establishment permit fees for the City of Fair Oaks Ranch; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch finds it necessary to adopt new permit fees.

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

Section 1. Amendment; Fees.

The City of Fair Oaks Ranch Ordinance 69.4, codified in the Fair Oaks Ranch Code of Ordinances, Appendix A; Section A5.002 “Food Establishment Permits”, is hereby amended as follows:

Food Establishment Permits

The following fee schedule applies to permits issued under Ordinance 2016-13; Section 5 “Application for Permit and Fees” and as codified in the Fair Oaks Ranch Code of Ordinance, Appendix A, Section A5.002 “Food Establishment Permits”:

1.	<u>Gross Annual Income* of Food Establishment</u>	<u>Fee</u>
	\$0.00 - \$24,999.99	\$150
	\$25,000.00 - \$49,999.99	\$175
	\$50,000.00 - \$149,999.99	\$250
	\$150,000.00 or more	\$300
2.	New establishments opened during the month of December will be assessed a \$25 permit fee	
3.	<u>Miscellaneous Fees</u>	
	Late fee assessment	\$5 per day
	Temporary permits	\$25 (4-day event; paid before event)
	Foster Care Inspection Fee	\$50
	Day Care Center	\$75
	Mobile Unit/Roadside Vendor	\$150
	Convenience store/mini-marts	\$150 (selling prepackaged food)
	Bed & Breakfast	\$150

Non-profit organizations are exempt from paying fees but must comply with 25 TAC Chapter 228.

*Gross Annual Income - based on prior year food sales as shown by federal or state income

reports/statements.

Section 2. Severability.

The provisions of this ordinance are declared to be severable. If any section, sentence, clause, or phrase of the ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in effect; it being the legislative intent that this ordinance shall remain in effect notwithstanding the validity of any part.

Section 3. Effective date.

This ordinance shall become effective January 1, 2017.

PASSED AND APPROVED ON THIS 1ST DAY OF DECEMBER, 2016.

Garry Manitzas, Mayor

Attest:

Approved as to Form:

Christina Picioccio, City Secretary

Charles Zech, City Attorney



CITY COUNCIL CONSIDERATION ITEM CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Discussion and possible action approving a professional services contract with Pape-Dawson Engineers

START/END DATE: December 2016

DEPARTMENT: Public Works

PRESENTED BY: Director of Public Works & Engineering Services

INTRODUCTION/BACKGROUND:

City staff was recently made aware of a drainage concern in the 31100 block of Meadow Creek Trail. The topography all along Meadow Creek Trail is primarily flat, but has always been known to drain off. However, at the 31100 block, water is topping Meadow Creek Trail and may present a public safety concern during storm events. Furthermore, staff is concerned that if no action is taken, then the effort to rebuild the road may be compromised with future failure due to the drainage issues.

Since we currently have a project in place on Meadow Creek Trail, the time is right to implement some improvements to the area. We have discussed this issue with Pape-Dawson Engineers and they have provided the attached proposal.

The plan will be to design and improve the drainage within the right-of-way alongside Meadow Creek Trail. There will be a couple of new culverts installed and some grading adjustments required in order to minimize water topping the road. The area is very flat; therefore, the goal is to design a drainage system that keeps water off the road during a majority of low intensity storm events. The higher intensity storm events may continue to see the road being topped; however, it should drain off relatively quick once the storm subsides.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The City is investing a lot of funds to improve the roads in Fair Oaks Ranch. Any efforts made to prolong that investment is a worthy endeavor. The current ponding and topping of the 31100 block of Meadow Creek Trail during storm events could lead to public safety concerns and road failures in the future if modifications are not made along the right-of-way for drainage.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

As seen with the attachments provided, Pape-Dawson Engineers proposes to prepare construction plans at a fee of \$3,500. In order to minimize any impact to bond funding, staff recommends using current budgeted funds from account 01-506-530, Street Maintenance, with a current budgeted balance of \$351,536. Once the design is completed, the plans will be given to Harper Brothers Construction to propose a cost to construct these drainage modifications. At that time, the staff will return to City Council

with a recommendation for Harper Brothers Construction to implement these improvements. At this point, the opinion of probable construction cost (OPCC) is \$15,000.

LEGAL ANALYSIS:

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

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Administrator to sign the Professional Services Agreement with Pape-Dawson Engineers to develop construction plans for drainage improvements in the 31100 block of Meadow Creek Trail at a fee of \$3,500.

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL. AERIAL IMAGERY PROVIDED BY GOOGLE. UNLESS OTHERWISE NOTED. Imagery ©2016, CAPCO Digital Globe, Texas OnlineImagery Program, USDA Farm Service Agency.

Alternative B
 Alternative B is the preferred alternative. This alternative includes the maintenance proposed in Alternative A, the replacement of the North Culvert under MCT, and the cleaning and reshaping of the roadside ditches shown on Exhibit 3. This alternative may not alleviate all flooding issues along MCT in this location but will provide positive drainage for the area subject to ponding (see Exhibit 3). This alternative can also be considered maintenance and will not redirect existing flow paths. All proposed culverts will be replaced with a culvert of equal size and type.

- Work
 - o Replace two existing culverts
 - o Replace one driveway
 - o Repair Street
 - o Clean reshape existing roadside ditch



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

JOB NO.	8778-00
DATE	Oct 2016
DESIGNER	AW
CHECKED	SCD
DRAWN	AW
SHEET	EXHIBIT 3

MEADOW CREEK TRAIL DRAINAGE EXHIBIT

CITY OF FAIR OAKS ALTERNATIVE B

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

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 **Pape-Dawson Engineers, Inc.** (“Professional”).

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

(A) The Professional shall be paid in the manner 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 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 **18th** day of **November, 2016**.

CITY:

PROFESSIONAL:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY

PROFESSIONAL

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

Pape-Dawson Engineers, Inc.
2000 NW Loop 410
San Antonio, TX 78213

with a copy to:

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

Exhibit "A"
Scope of Services



EXHIBIT "A"

SCOPE OF SERVICES
MEADOW CREEK TRAIL DRAINAGE DESIGN

Prepare plans to provide positive drainage for the area currently experiencing ponding identified in the *Proposed Meadow Creek Trail-Alternative Analysis* (October 2016). Plans will be prepared according to general recommendations for "Alternative B". Our proposed scope of services is as follows:

- | | |
|---|----------------|
| I. Construction Plans | \$3,500 |
| <ul style="list-style-type: none">• Prepare construction plans for proposed grading and culvert improvements.• Construction plans shall include existing and proposed spot elevations and contours.• Plans will be signed and sealed by a professional engineer | |

Exhibit "B"
Compensation

EXHIBIT "B" - FEE PROPOSAL

Item No.	FEE ESTIMATE FOR CITY OF FAIR OAKS RANCH MEADOW CREEK TRAIL DRAINAGE DESIGN NOVEMBER 2016	No. Sheets	President/ CEO	Vice President	Proj. Mgr.	Project Engineer	Designer/ EIT	GIS Analyst	Technician	Clerical	Project Surveyor	Survey Crew (4 person)	CADD	Micro Processor	Total Task Hours	Cost
			\$250.00	\$230.00	\$160.00	\$150.00	\$130.00	\$130.00	\$115.00	\$80.00	\$150.00	\$195.00	\$25.00	\$15.00		
PRELIMINARY ENGINEERING REPORT PHASE SERVICES																
1	CONSTRUCTION PLANS			2	7		4		10				10		33	\$3,500
	TOTAL		0	2	7	0	4	0	10	0	0	0	10	0	33	\$3,500

Exhibit "C"

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2016

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

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

PRODUCER The Bank of San Antonio Insurance Group, Inc. 8000 IH 10 West, Suite 1145 San Antonio TX 78230		CONTACT NAME: Judy Summers PHONE (A/C, No. Ext): (210) 424-8726 FAX (A/C, No): (210) 822-6027 E-MAIL ADDRESS: judy.summers@thebankofsainurance.com	
INSURED PAPE-DAWSON CONSULTING ENGINEERS, INC. 2000 NW LOOP 410 SAN ANTONIO TX 78213		INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Co. INSURER B: National Fire Ins. of Hartford INSURER C: Continental Casualty Co. INSURER D: INSURER E: INSURER F:	NAIC # 20508 20478 20443

COVERAGES

CERTIFICATE NUMBER: CL1622209053

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			5099445087	2/28/2016	2/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Subcontractors Blanket \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5099445106	2/28/2016	2/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			5099445123	2/28/2016	2/28/2017	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5099445090	2/28/2016	2/28/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Meadow Creek Trail Drainage Design

CERTIFICATE HOLDER

City of Fair Oaks Ranch
 7286 Dietz Elkhorn
 Fair Oaks Ranch, TX 78015

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Katy Brooks/JS

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DESCRIPTIONS (Continued from Page 1)

****Supplemental Name****

Pape-Dawson Consulting Engineers, Inc.

Pape-Dawson Engineers, Inc.

VRRSP Consultants, LLC, but only for Pape Dawson's legal liability arising out of Professional Services provided by VRRSP Consultants, LLC.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Discussion and possible action approving a Communications Committee Charter and Communication Committee Members

START/END DATE: December 1, 2016

DEPARTMENT: Council and Administration

PRESENTED BY: Mayor Manitzas/Alderwoman Havard

INTRODUCTION/BACKGROUND:

This item is presented for Council approval as a planned strategic planning objective to engage and involve citizens and ensure their input to improve the City's communication processes, methods, and techniques to aid in consistency of messaging and information transparency. The proposed charter is attached and includes tracked modifications recommended by staff.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Enables citizen participation in the process
2. Encourages citizen knowledge and understanding of current communication processes and allows for identification of shortfalls and opportunities for improvement.
3. Demonstrates continuance of a timely and methodical process moving forward with implementing Council approved actions

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The adopted FY 2016-2017 budget allocates \$25,000 to upgrade the City's webpage and further develop communication initiatives as described with the attached Charter. The proposed Charter requires the Communications Committee to annually advance funding recommendations to the City Council no later than June.

LEGAL ANALYSIS:

The Communications Committee will serve as a recommending body to the City Council. They do not have policy making authority.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the Communications Committee Charter and appointment of members identified tonight, Laura Koerner, Teal Harris, Carolyn Knopf, and Michelle Bliss.

The appointment and terms of committee member service section of the Charter states a City Council Liaison will be assigned to enable committee efforts. Should the City Council desire to appoint said City Council Liaison, the above motion should be modified accordingly.

**DRAFT CITY OF FAIR OAKS RANCH COMMUNICATIONS COMMITTEE
CHARTER
NOVEMBER 2016**

Background: As expressed in a strategic goal in October 2016, the City of Fair Oaks Ranch recognized a need for planning *with* and not *for* our citizens. The City Council developed two strategic objectives with the idea of directly engaging citizens and improving citizen communications. Under the latter, an effort to develop a citizens' communication strategy was identified.

There stands a long recognized need to engage citizens in the governance process and improve information transparency. Mayor Manitzas realized the need for a communications committee and has worked informally for the past several months with a group of volunteers to look at the issue of improving, and expanding upon, existing communication methods to include forms of social media. The aim of the group was to reach citizens using a communication method they could use in their busy daily lives.

Committee Tasks: To ensure consistency of purpose and afford credibility to this group, it has been determined the group should be made an official committee of the City tasked to:

- 1) Become aware of City's existing means of communication with citizens and important issues the City would like to ensure citizen understanding of.
- 2) Improve existing means and recommend potential means to expand communication methods, e.g. targeting social medial tools to get the word out;
- 3) Ensure timely communications by establishing communication protocol and developing a communications schedule;
- 4) Ensure consistency of messaging over time, if changed, provide rationale why;
- 5) Recommend communication forums/means to increase citizen outreach, e.g. coffee with the Mayor, assignment of Council as Ombudsmen to various community groups, etc.;
- 6) Ensure the importance of ongoing planning efforts conducted by the City Council and staff, and those efforts with local and regional partners are communicated and understood by citizens; and
- 7) Develop a means to evaluate the effectiveness of communication efforts.

NOTE: These tasks may involve authoring, coordinating and publicizing materials after Council/Mayor approval as well as planning for and scheduling events.

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 ' COUNCIL CONSIDERATION ITEM¶
 OF FAIR OAKS RANCH, TEXAS¶

NDA TOPIC: . Discussion and possible action approving a
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RT/END DATE: . December 1, 2016¶

ARTMENT: . Council and Administration¶

SENTED BY: . Mayor Manitzas/Alderwoman Havard . ¶

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 immendations to the City Council no later than June.¶

AL ANALYSIS:¶

Communications Committee will serve as a recommending body to
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City Council Consideration Item
Approval of Communications Committee Charter and Approval of Members

Desired End State: The City of Fair Oaks Ranch routinely utilizes a communications committee to engage citizens and improve information transparency.

Council Goals for the Committee:

1. Objectives shall be developed with performance metrics to meet the purposes outlined above and the desired end state. These objectives shall be briefed to, and approved by Council prior to implementation of any actions.
2. Committee members will ensure citizen feedback is included in performance metrics.
3. Requirements for funding to develop, modify, add, or otherwise enhance communication methodologies, or to fund expenses related to investigating new communication tools shall be brought to Council NLT June of each calendar year to facilitate incorporation into the budget. Committee members shall also ensure once funded, communication requirements do not exceed the allocated budget.
4. Reports will be provided to Council on a quarterly basis and will include information related to specific goal accomplishment and associated performance metrics as well as adherence to timeline and budget.

Appointment and term of committee member service: Members of the committee shall consist of not more than seven (7) citizen volunteers appointed by Council who are qualified by education, training and/or professional experience related to communication programs and are not employees of the City. The City Council may appoint alternate members. The Mayor shall appoint one committee member to serve as Chair and the Chair will preside at meeting. Prospective committee members will provide a short resume of qualifications which will be reviewed and made part of the official record prior to appointment. Members will serve at the pleasure of the Council, remaining on the committee until it is disbanded, the member resigns, or the member is removed by a majority vote of the Council. To enable committee efforts, the Council will appoint a City Council Liaison.

The City Administrator or his/her designee will serve as the City Staff Liaison.

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CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Discussion and possible action approving a Comprehensive Plan Citizen Steering Committee Charter and Actions to Identify Committee Members

START/END DATE: December 1, 2016

DEPARTMENT: Council and Administration

PRESENTED BY: Alderwoman Havard and City Administrator Tobin Maples

INTRODUCTION/BACKGROUND:

This item is presented for Council approval as a planned strategic planning objective to engage and involve citizens by ensuring their participation in rewriting and updating the City's Comprehensive Plan.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Enables citizen participation and ownership in the process
2. Encourages citizen knowledge and understanding of the subject, and provides the Consultant and City Council with recommendations for the future City of Fair Oaks Ranch that will aid planning efforts.
3. Demonstrates continuance of a timely and methodical process moving forward with implementing Council approved actions

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City Council approved a contract for professional planning services with Gap Strategies at the November 17, 2016 Regular Business Meeting. Utilization of a Steering Committee is included within the scope of the approved professional services contract.

LEGAL ANALYSIS:

The Steering Committee will serve as a recommending body to the City Council. They do not have policy making authority.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the Comprehensive Plan Citizen Volunteer Steering Committee Charter and actions required to identify committee members to fill positions as identified or modified tonight.

DRAFT CITY OF FAIR OAKS RANCH COMPREHENSIVE PLAN STEERING COMMITTEE CHARTER
NOVEMBER 2016

Background

As expressed in a strategic goal in October 2016, the City of Fair Oaks Ranch recognized a need for planning *with* and not *for* our citizens. [The City Council developed this strategic goal, with the idea of directly engaging citizens, and further to develop a citizen engagement strategy by ensuring citizen participation through use of citizen volunteers and citizen committees.](#) In addition, a strategic goal was formulated that speaks to developing a comprehensive plan to manage our growth as a City.

Currently the City is moving forward with several actions to improve the City's ability to plan the future. One such action is development of a comprehensive plan, consisting of many parts, that when incorporated, provides a roadmap to a desired future state. Included are elements that speak to [updating the land use plan and subdivision regulations](#), developing a master thoroughfare plan, preserving our ability to manage our growth consistent with our vision, developing and implementing a sustainability strategy, developing a plan for core infrastructure elements, and developing a financial strategy to support desired outcomes.

It is critical [that the City's vision of the future be based on real citizen desires as well as thorough professional recommendations about what is possible given physical infrastructure constraints.](#) To acquire a good understanding of citizen desires, citizens must be involved in the process. [Thus, the City Council has decided to appoint a Citizen Steering Committee to help oversee with and advise the comprehensive planning process. An initial step is for citizen participants to have a sound understanding of where the City sits in terms of past history and actions taken to date. With that understanding, citizens can better assist the City to make rational decisions on potential future build-out scenarios and capital expenditure related decisions.](#)

To ensure consistency of purpose and afford credibility to this group, it has been determined this group of citizen volunteers should be made an official committee of the City. The role of this committee is entirely advisory and [includes no formal decision making authority.](#)

Desired End State

The Comprehensive Plan describes the future City of Fair Oaks Ranch and what citizens most desire in a hill country home town.

City Council Goal for Steering Committee

Work with Gap Strategies and other consultants to develop a comprehensive plan reflective of citizen's desires for a future City of Fair Oaks Ranch.

Steering Committee Tasks. Members will:

1. Attend and represent the committee at City Council town hall meetings where the plan will be introduced.

eted: ¶
 ' COUNCIL CONSIDERATION ITEM ¶
 OF FAIR OAKS RANCH, TEXAS ¶

NDA TOPIC: - Discussion and possible action approving a Comprehensive Plan Citizen Steering Committee Charter and Actions to identify Committee Members that Best Represent the City at Large ¶

RT/END DATE: - December 1, 2016 ¶

ARTMENT: - Council and Administration ¶

SENTED BY: - Alderwoman Havard and City Administrator Tobin Jles - ¶

RODUCTION/BACKGROUND: ¶
 item is presented for Council approval as a planned strategic planning objective to engage and involve citizens by ensuring their participation in rewriting and updating the City's Comprehensive Plan. ¶

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City Council Consideration Item

Approval of Comprehensive Plan Citizen Volunteer Steering Committee Charter and Actions to Identify Committee Members.

2. Participate in City provided education sessions to gain a better understanding of the City's history and current efforts to prepare for the future.
3. Attend comprehensive plan planning sessions to learn more about the planning process and the elements of a comprehensive plan.
4. Utilize the knowledge gained in these first two activities as a foundation for making recommendations on potential future planning scenarios as they evolve.
5. Participate in discussions aimed at eliciting citizen input on the form and function of our future city
6. Serve as members at large and discuss the committee's activities with fellow citizens and other stakeholder entities to elicit input/feedback for committee consideration.
7. Provide recommendations to Consultants and City Council.

Appointment and term of committee member service: Members of the committee shall consist of not more than twelve (12) citizen volunteers appointed by Council who have resided within the City for at least twelve months and are not employees of the City. The City Council may appoint alternate members. The Mayor shall appoint one committee member to serve as Chair, and the Chair will preside at meetings and help schedule events with City Staff and consultants. Prospective committee members will provide a short resume of qualifications which will be reviewed and made part of the official record prior to appointment. Appointments will be made by vote of the City Council, and committee members will serve at the pleasure of the Council, remaining on the committee until it is disbanded, the member resigns, or the member is removed by a majority vote of the Council. To enable committee efforts, the Mayor will be assigned as the City Council Liaison.

The City Administrator or his/her designee will serve as the City Staff Liaison.

*The attached table is provided as an example of the broad make-up of representatives the City Council may consider to ensure planning with the citizens in lieu of planning for the citizens.

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**City of Fair Oaks Ranch
(Comprehensive Plan Steering Committee)**

	Representation	Name	Contact Information
1	Fair Ranch Institutional Knowledge		
2	City Council (Strategic Planning)		
3	Municipal Development District (MDD)		
4	Fair Oaks Homeowners Association (FORHA)		
5	Boerne Independent School District (BISD)		
6	Military		
7	Real Estate/Development		
8	Unit HOA (restrictions)		
9	Capital Improvements Advisory Committee (CIAC)		
10	Citizen		
11	Citizen		
12	Citizen		

*Mayor will serve as the City Council Liaison

**City Administrator or his/her designee will serve as the primary City Staff liaison.

*** Participation will include the following city departments:

- Public Works and Engineering
- Public Safety (Police, Fire, and EMS)
- Communications
- Administration
- Finance



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Review and Discuss Extra Territorial Jurisdiction (ETJ) Initiatives
START/END DATE: December 1, 2016
DEPARTMENT: Administration
PRESENTED BY: City Administrator

INTRODUCTION/BACKGROUND:

Foundational Planning and Growth Management

At the November 17, 2016, Regular Business Meeting, the City Council approved a contract for professional planning services with Gap Strategies to update the City's Comprehensive Plan. The 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.

One of the key objectives of the comprehensive plan is to develop an annexation plan. The intent of an annexation plan is to maximize the City's opportunity to deliver services through programmed growth management strategies, protect existing citizen investment, and enhance the quality of life that makes Fair Oaks Ranch the "city of choice". Taking the initiative to create an annexation plan is a significant task and requires a well-planned methodical sequence.

The purpose of this agenda item is to briefly discuss the City's existing Extra Territorial Jurisdiction (ETJ) relative to the City of San Antonio's proposed annexation plan and our well-planned methodical sequence to update the City's comprehensive plan. Specifically, dedicating a limited level of effort at the Staff level will prove to be a long-lead asset (value add) as the City frames and develops the comprehensive plan.

The attached map is a conceptual illustration of the City of San Antonio's annexation plan and the City of Fair Oaks ETJ. By way of background, Staff will briefly summarize the authority to establish an ETJ and present a few points of consideration to kick-start the discussion. A few points of consideration will include the following:

- Gateway corridors into the City of Fair Oaks Ranch;
- Overlapping jurisdiction of real property;
- ETJ release and annexation opportunities;
- Public safety, cost of services, etc.; and
- Others...

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Enhance the City's understanding of long-lead initiatives associated with developing an annexation plan through a well-planned methodical sequence – value add.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

To be determined.

LEGAL ANALYSIS:

To be determined.

RECOMMENDATION/PROPOSED MOTION:

No formal action required but Staff seeks general direction relative to the overall discussion and staffs' recommendation to dedicate operational capacity toward ETJ related due-diligence efforts.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Review and discuss the Texas Open Meetings Act

EFFECTIVE DATE: December 1, 2016

DEPARTMENT: Office of the Mayor

PRESENTED BY: City Attorney

INTRODUCTION/BACKGROUND:

The Texas Open Meetings Act honors the principle that local government in Texas will operate in a way that is open and accessible to the people. To do so, the Act covers the procedures and requirements of open and closed meetings, meeting notices, and meeting minutes. The Act also requires each elected or appointed public official who is a member of the governmental body subject to the Act to complete a course of training addressing the official's responsibilities under the Act. In an effort to enhance the trust of the public, a refresher from the City Attorney on rolling quorums, group emails, and pros and cons on action oriented minutes was requested by the Mayor.

POLICY ANALYSIS/BENEFIT TO CITIZENS:

1. Compliance with State Statute
2. Continued professional development/education opportunity
3. Mutual understanding and dialogue of the intricacies and best practices associated with the Texas Open Meetings Act