



CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, November 20, 2025 at 6:30 PM

Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch

Live Stream: <https://www.youtube.com/channel/UCDqRvLvReqxrh1lbajwshKA/live>

AGENDA

OPEN MEETING

1. Roll Call - Declaration of a Quorum
2. Pledge of Allegiance

CITIZENS and GUEST FORUM

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

3. Citizens to be heard

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

4. Approval of the Nov 6, 2025 Regular City Council meeting minutes

Amanda Valdez, TRMC, Deputy City Secretary

5. Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas amending the Comprehensive Plan to designate the land use classification as Community Facilities (CF) for approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas

Jessica Relucio, ENV SP, City Planner

6. Approval of the second reading of an ordinance designating the zoning district for approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas, as Community Facilities (CF)

Jessica Relucio, ENV SP, City Planner

7. Approval of the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003(3) by reducing the maximum speed limit on Silver Spur Trail and Post Oak Trail to 30 mph

Carole Vanzant, CPM, ICMA-CM, Assistant City Manager

- [8.](#) Approval of a resolution approving the 2025 Certified Tax Roll for the City of Fair Oaks Ranch, Texas

Summer Fleming, CGFO, Director of Finance

- [9.](#) Approval of a resolution authorizing the execution of Engagement Letters for the Municipal Court Prosecutor and Alternate Prosecutor positions

Clayton Hoelscher, Procurement Manager
Ricardo Bautista, Court Administrator

- [10.](#) Approval of Council Member Rhoden's absence from the October 16, 2025 Regular City Council meeting

Keith Rhoden, Council Member, Place 2

- [11.](#) Approval of the cancellation of the December 18, 2025 City Council meeting

Gregory C. Maxton, Mayor

CONSIDERATION/DISCUSSION ITEMS

- [12.](#) Consideration and possible action approving a resolution adopting the Compensation and Classification Study Final Report and the study recommendation development plan

Joanna Merrill, PSHRA-SCP, Director of Human Resources

- [13.](#) Consideration and possible action approving a resolution authorizing the execution of an amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for engineering services for the Elevated Storage Tank project

Grant Watanabe, P.E., CFM, Director of Public Works

WORKSHOP

- [14.](#) Update on a request to reduce the speed limit on No Le Hace

Ruben Olvera, Council Member, Place 3
Carole Vanzant, CPM, ICMA-CM, Assistant City Manager

REQUESTS AND ANNOUNCEMENTS

15. Announcements and reports by Mayor and Council Members

16. Announcements by the City Manager

17. Requests by Mayor and Council Members that items be placed on a future City Council agenda

ADJOURNMENT

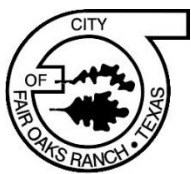
Signature of Agenda Approval: s/Jim Williams

Jim Williams, Assistant City Manager

I, Amanda Valdez, TRMC, Deputy 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.

As per Texas Government Code 551.045, said Notice was posted on November 14, 2025 and remained so posted continuously for at least three business days before said meeting was convened. A quorum of various boards, committees, and commissions may attend the City Council meeting.

The Fair Oaks Ranch Police Station is wheelchair accessible at the front main entrance of the building from the parking lot. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary's office at (210) 698-0900. Braille is not available. The City Council reserves the right to convene into Executive Session at any time regarding an issue on the agenda for which it is legally permissible; pursuant to Texas Government Code Chapter 551. Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).



CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, November 06, 2025 at 6:30 PM

Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch

Live Stream: <https://www.youtube.com/channel/UCDqRvLvReqxrh1lbajwshKA/live>

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

Council Present: Mayor Maxton and Council Members: Stroup, Rhoden, Olvera, Pearson, Parker and Swarek

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

2. Pledge of Allegiance – The Pledge of Allegiance was recited in unison.

CITIZENS and GUEST FORUM

3. Citizens to be heard

Resident Ron Madura spoke in favor of the City adopting a homeowner level tree preservation ordinance that would protect the community's tree canopy. He also provided the City Secretary with a petition signed by over 100 community members in support of an ordinance.

PRESENTATIONS

4. Proclamation: Texas Arbor Day

Mayor Maxton presented a proclamation in observance of Texas Arbor Day on November 7, 2025 and invited everyone to a ceremony at the City Hall campus at 9:00 AM.

5. Recognition of the Employee of the Quarter (Q4 - July 2025 through September 2025): Sara Cleboski, Animal Services Officer

Director of Human Resources, Joanna Merrill, recognized Sara Cleboski, Animal Services Officer, for her selection as Employee of the Quarter.

CONSENT AGENDA

6. Approval of the October 16, 2025 Regular City Council meeting minutes

7. Consideration and possible action on cancelling the January 1, 2026 City Council meeting

MOTION: Made by Council Member Stroup, seconded by Council Member Rhoden, to approve the Consent Agenda.

VOTE: 7 - 0; Motion Passed.

PUBLIC HEARING

8. **Conduct a Public Hearing on a proposed amendment to the Comprehensive Plan to designate the land use classification as Community Facilities (CF) for approximately 2.923 acres located in the southern portion at 329 Ammann Road, Kendall County, Texas**
 - A. Mayor Maxton opened the public hearing at 6:46 PM.
 - B. City Planner Jessica Relucio provided a presentation regarding the FLUM request.
 - C. City Council received no public testimony for or against the proposed amendment.
 - D. Mayor Maxton closed the public hearing at 6:51 PM.
9. **Conduct a Public Hearing on a zoning request from the applicant and property owner, City of Fair Oaks Ranch, to designate approximately 2.923 acres generally located in the southern portion of 329 Ammann Road, Kendall County, Texas, as Community Facilities (CF)**
 - A. Mayor Maxton opened the public hearing at 6:52 PM.
 - B. City Planner Jessica Relucio provided a presentation regarding the zoning request.
 - C. City Council received no public testimony for or against the zoning request.
 - D. Mayor Maxton closed the public hearing at 6:56 PM

CONSIDERATION/DISCUSSION ITEMS

10. **Consideration and possible action to approve the first reading of an ordinance amending the Comprehensive Plan to designate the land use classification as Community Facilities (CF) for approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas**

MOTION: Made by Council Member Parker, seconded by Council Member Swarek, to approve the first reading of an ordinance amending the Comprehensive Plan designating the land use classification as Community Facilities (CF) for approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas.

VOTE: 7 - 0; Motion Passed.

11. **Consideration and possible action to approve the first reading of an ordinance designating the zoning district for approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas, as Community Facilities (CF)**

MOTION: Made by Council Member Rhoden, seconded by Council Member Olvera, to approve the first reading of an ordinance designating the zoning district for approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas, as Community Facilities (CF).

VOTE: 7 - 0; Motion Passed.

By consensus of City Council, Item 13 was taken out of order at the Mayor's request.

13. Consideration and possible action to approve a resolution appointing the Capital Improvements Advisory Committee Chair and Vice Chair

MOTION: Made by Council Member Pearson, seconded by Council Member Stroup, to approve a resolution appointing to the Fair Oaks Ranch Capital Improvements Advisory Committee Chris Weigand as the Chair and Gary Miller as the Vice Chair.

VOTE: 7 - 0; Motion Passed.

12. Consideration and possible action to approve a resolution amending the Capital Improvements Advisory Committee Rules of Procedure

MOTION: Made by Council Member Stroup, seconded by Council Member Olvera, to approve a resolution amending the Capital Improvements Advisory Committee Rules of Procedure.

VOTE: 7 - 0; Motion Passed.

14. Consideration and possible action to approve a resolution to accept a monetary donation from the Fair Oaks Ranch Homeowners Association (FORHA) in the amount of \$10,000 for the City's Oak Wilt Program

MOTION: Made by Council Member Swarek, seconded by Council Member Rhoden, to approve a resolution to accept a monetary donation from the Fair Oaks Ranch Homeowners Association in the amount of \$10,000 for the City's Oak Wilt Program.

VOTE: 7 - 0; Motion Passed.

WORKSHOP

15. SAWS Emergency Interconnect Project Update

Assistant Director of Public Works Steven Fried provided an update to Council on the SAWS Emergency Interconnect project. Council expressed support of staff's plan to execute a design contract amendment with construction expected to begin May of 2026.

16. Compensation and Classification Study Final Report and Recommendations

Director of Human Resources Joanna Merrill introduced Stasey Witchel, Project Manager with Evergreen Solutions, who presented the final report and recommendations from the City's Compensation and Classification Study. Following discussion, City Council directed staff to prepare a resolution to accept the report and to schedule future workshops to address paid parental leave, tuition reimbursement, and the City Manager's administrative authority, including the establishment of related administrative guidelines within City policies.

17. Post Oak Trail and Silver Spur Trail Speed Limit

Assistant City Manager Carole Vanzant provided a presentation regarding the background of the speed limits on Post Oak and Silver Spur Trail. After her presentation, Council directed her to prepare an ordinance reducing the speed limit to 30mph.

REPORTS FROM STAFF AND COMMITTEES

18. FY 2024-25 Preliminary Year-End Results and Quarterly Investment Report

Director of Finance Summer Fleming provided to Council the preliminary year-end results and quarterly investment report for FY 2024-25. Council Member Rhoden requested Ms. Fleming monitor the oak wilt reimbursement fund and present a budget amendment to Council when funds are low.

REQUESTS AND ANNOUNCEMENTS

19. Announcements and reports by Mayor and Council Members

Council Member Stroup wished her friend, April, a happy birthday. Mayor Maxton announced the receipt of a current construction estimate of \$620,000 for the Old Fredericksburg Road reconstruction project. It was originally estimated to cost approximately \$1,000,000. An Interlocal agreement with Bexar County for this project will be considered by Council at a future meeting. Mayor Maxton also informed residents that the lanes to turn onto Fair Oaks Parkway at IH-10 have been realigned. He urged commuters to exercise caution in the area until commuters are used to the adjustment. Lastly, Mayor Maxton recognized that the City’s Municipal Court hosted a “Youth Court” for Van Raub Elementary 5th graders to experience a mock court proceeding.

20. Announcements by the City Manager

None.

21. Requests by Mayor and Council Members that items be placed on a future City Council agenda

Council Member Swarek asked for an item to consider adding permit requirements in the City’s tree ordinance. Council Member Olvera asked staff to send out notifications to our residents regarding the lane

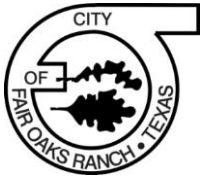
ADJOURNMENT

Mayor Maxton adjourned the meeting at 9:16 PM.

ATTEST:

Gregory C. Maxton, Mayor

Amanda Valdez, TRMC,
Deputy City Secretary



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas amending the Comprehensive Plan to designate the land use classification as Community Facilities (CF) for approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas

DATE: November 20, 2025

DEPARTMENT: Public Works and Engineering Department

PRESENTED BY: Consent Item: Jessica Relucio, ENV SP, City Planner

INTRODUCTION/BACKGROUND:

On September 4, 2025, the City Council approved annexation of approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas, which extended the city limits. Accordingly, a Future Land Use Map (FLUM) classification must be designated.

The FLUM is part of the City's Comprehensive Plan, which outlines the City's long-term vision, goals, and aspirations regarding community development. The FLUM is a living document intended to evolve and adapt over time in response to changing circumstances. Local Government Code 213 authorizes municipalities to amend the Comprehensive Plan, including the FLUM, to guide long-range development.

As the applicant and property owner, the City proposed an amendment to the Comprehensive Plan, specifically the FLUM, to designate the land use classification for the subject property as Community Facilities (CF). The CF designation is appropriate for governmental, religious, educational, health care, social service, and special facilities, and aligns with the designation for other City-owned properties. Sites in the CF district are appropriate for direct access to arterial, collector, and connector streets, and uses within this district are primarily civic and places of worship.

On October 9, 2025, the Planning and Zoning Commission (P&Z) conducted a public hearing and did not receive any public testimony. Following the public hearing, the P&Z considered the request and recommended approval to the City Council.

On November 6, 2025, the City Council conducted a public hearing and approved the first reading of an ordinance amending the Comprehensive Plan to designate the land use classification as CF for the subject property. No public testimony was received. During the public hearing, a comprehensive overview of the proposed amendment was provided to City Council which included:

1. The FLUM in relation to the 2018 Comprehensive Plan
2. The process for amending the FLUM to designate Community Facilities (CF)

3. The overview of the evaluation criteria that needs to be considered when amending the FLUM
4. The FLUM public notice and comments received

CRITERIA FOR REVIEW:

The proposed FLUM designation is consistent with the proposed use. In accordance with Unified Development Code (UDC) Section 1.2, the proposed amendment is consistent with the Comprehensive Plan principles, goals, and objectives related to environmental protection, economic development, and civic and public spaces:

- Preserve and protect waterways and floodplains
- Preserve and protect surface and ground water resources and hydrologically active areas
- Promote and encourage water conservation practices
- Promote quality development that is compatible with neighboring areas and is consistent with community character, and create sustainable value through form and function
- Ensure civic buildings and civic spaces are given prominent sites

For reference, the City Council will consider the following to approve, approve with modifications, or disapprove the proposed amendment, per UDC Section 3.7 (1)(c):

1. Whether the proposed amendment promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City
2. Whether the proposed amendment is consistent with the Future Land Use element of the most recent version of the Comprehensive Plan
3. Whether the proposed amendment is consistent with other goals and objectives of the Comprehensive Plan
4. Unified Development Code Compliance. No requirement of the procedure for Comprehensive Plan or Code amendments may govern if in conflict with specific provisions of this Code or the Comprehensive Plan. Any potential conflict between the proposed amendment(s) and the UDC or other parts of the Comprehensive Plan should be dealt with prior to (or as part of) the adoption of any amendment
5. Other criteria deemed relevant and important by the City Council in relationship to the proposed amendment in taking final action on the proposed amendment

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Abides by Chapter 213 of the Local Government Code and the Unified Development Code
2. Supports Priority 2.1 Manage the Physical Development of the City in accordance with the Comprehensive Plan of the Strategic Plan
3. The proposed FLUM amendment would allow for the proposed use of governmental facilities, including an elevated storage tank

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not Applicable

LEGAL ANALYSIS:

The City Attorney reviewed the ordinance and approved it as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve the second reading of an ordinance amending the Comprehensive Plan to designate the land use classification as Community Facilities (CF) for approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE COMPREHENSIVE PLAN TO DESIGNATE THE LAND USE CLASSIFICATION AS COMMUNITY FACILITIES (CF) FOR APPROXIMATELY 2.923 ACRES LOCATED IN THE SOUTHERN PORTION OF 329 AMMANN ROAD, KENDALL COUNTY, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 21, 2018, the City Council approved the City of Fair Oaks Ranch Comprehensive Plan, which included a Future Land Use Map (FLUM) which provides guidance on future land use and zoning; and

WHEREAS, on September 4, 2025, the City Council approved the annexation of approximately 2.923 acres located in the southern portion of 329 Ammann Road, thereby extending the city limits and requiring designation of a Land Use Classification; and

WHEREAS, the property owner and applicant, the City of Fair Oaks Ranch, has requested to amend the Comprehensive Plan to designate the Land Use Classification of the subject property as Community Facilities; and

WHEREAS, the Community Facilities classification is intended for uses as governmental, religious, educational, health care, social service, and special facilities; and

WHEREAS, on October 9, 2025, the Planning and Zoning Commission conducted a public hearing on the proposed land use classification and recommended approval to City Council; and

WHEREAS, on November 6, 2025, the City Council conducted a public hearing on the proposed land use classification; and

WHEREAS, after considering testimony, evidence, and the recommendation of the Planning and Zoning Commission, the City Council finds it appropriate to approve the proposed land use classification as Community Facilities, thereby promoting the health, safety, and general welfare of City residents and protecting the use and enjoyment of property throughout the City.

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

Section 1. The Property located in the southern portion of 329 Ammann Road and as described in the attached **Exhibit A** is hereby classified as Community Facilities (CF).

Section 2. The Official Future Land Use Map of the City of Fair Oaks Ranch shall be revised to reflect the Amendment.

Section 3. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by

judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

- Section 5.** That it is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 6.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 7.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 8.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 9.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 10.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 6th day of November 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 20th day of November 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda Valdez, TRMC
Deputy City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

Donnie Boerner Surveying Company L.P.

20 GEL Ranch Road ♦ Comfort, Texas 78013

Phone: 830-377-2492

FIRM NO. 10193963

Field Notes for a 2.923 Acre Tract of Land

Being a 2.923 acre tract out of the William D. Lusk Survey No. 211, Abstract No. 306, Kendall County, Texas and being part of that certain 10.018 acre tract conveyed to the City of Boerne by deed recorded in Document No. 2022-371461, Official Records, Kendall County, Texas, said 2.923 acre tract being more particularly described by metes and bounds as follows:

Beginning at a ½” steel found with an orange “RPLS 5207” plastic cap in the west line of Ammann Road for the southeast corner of the herein described tract, the southwest corner of a 0.234 acre right-of-way dedication recorded in Document No. 2024-392205, Official Records, Kendall County, Texas and being in the south line of the above referenced 10.018 acre tract, the north line of a 8.620 acre tract recorded in Volume 1578, Pages 77-80, Official Records, Kendall County, Texas;

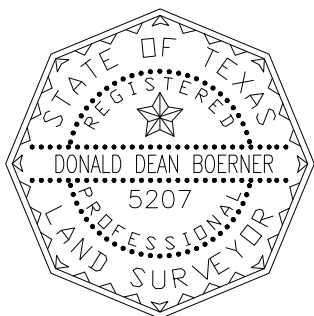
Thence, with the south line of said 10.018 acre tract, the north line of said 8.620 acre tract, North 88 degrees 47 minutes 54 seconds West, a distance of 586.95 feet to a ½” steel rod found for the southwest corner of the herein described tract, the southwest corner of said 10.018 acre tract, the southeast corner of a 10.016 acre tract recorded in Volume 401, Pages 306-308, Official Records, Kendall County, Texas;

Thence, with the west line of said 10.018 acre tract, the east line of said 10.016 acre tract, North 02 degrees 30 minutes 45 seconds West, a distance of 217.45 feet to a ½” steel rod set with an orange “RPLS 5207” plastic cap for the northwest corner of the herein described tract, said point bears, South 02 degrees 30 minutes 45 seconds East, a distance of 497.94 feet from a ½” steel rod found with an orange “RPLS 5207” plastic cap at the southwest corner of a 0.179 acre right-of-way dedication recorded in Document No. 2024-391923, Official Records, Kendall County, Texas;

Thence, departing the east line of said 10.016 acre tract, severing said 10.018 acre tract, South 88 degrees 47 minutes 54 seconds East, a distance of 586.63 feet to a ½” steel rod set with an orange “RPLS 5207” plastic cap in the west line of Ammann Road, same being the west line of the aforementioned 0.234 acre right-of-way dedication for the northeast corner of the herein described tract, said point bears, South 02 degrees 35 minutes 39 seconds East, a distance of 476.81 feet from a ½” steel rod found with an orange “RPLS 5207” plastic cap at the southeast corner of said 0.179 acre right-of-way dedication;

Thence, with the west line of Ammann Road, same being the west line of said 0.234 acre right-of-way dedication, South 02 degrees 35 minutes 39 seconds East, a distance of 217.47 feet to the **Place of Beginning** and containing 2.923 acres of land.

Note: A survey plat of the above described tract was prepared. Basis of bearing was established from the State Plane Coordinate System North American Datum of 1983, Texas South Central Zone.



Donald Dean Boerner

Registered Professional Land Surveyor No. 5207

AMMANN ROAD

RIGHT-OF-WAY VARIES

F-5207

F-5207

COUNTY OF KENDALL,
A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
DOCUMENT NO. 2024-391923
OFFICIAL RECORDS
0.179 ACRE RIGHT-OF-WAY DEDICATION

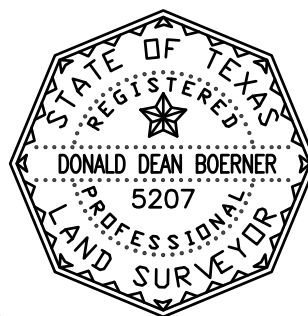
LEGEND:

FIR	FOUND 1/2' STEEL ROD
F-5207	FOUND 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP
S-5207	SET 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP

CITY OF FAIR OAKS RANCH, TEXAS,
A HOME-RULE MUNICIPAL CORPORATION
DOCUMENT NO. 2024-392205
OFFICIAL RECORDS
0.234 ACRE RIGHT-OF-WAY DEDICATION

SCALE: 1" = 100'

CITY OF BOERNE
DOCUMENT NO. 2022-371461
OFFICIAL RECORDS - 10.018 ACRES



JOSEPH A. KAZENAS AND
KATHLEEN A. MORRISSEY
VOLUME 401 PAGES 306-308
OFFICIAL RECORDS - 10.016 ACRES

S-5207

S-5207

2.923 ACRES

WILLIAM D. LUSK
SURVEY NO. 211
ABSTRACT NO. 306

FIR

F-5207

GENERAL NOTES:

1) BASIS OF BEARING WAS ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.

2) A FIELD NOTE DESCRIPTION WAS PREPARED FOR THIS TRACT.

PLAT SHOWING: A 2.923 acre tract out of the William D. Lusk Survey No. 211, Abstract No. 306, Kendall County, Texas and being part of that certain 10.018 acre tract conveyed to the City of Boerne by deed recorded in Document No. 2022-371461, Official Records, Kendall County, Texas.

DONNIE BOERNER SURVEYING COMPANY L.P.
20 GEL RANCH ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

TRAVIS K. BARBER AND
TALLY BARBER
VOLUME 1578 PAGES 77-80
OFFICIAL RECORDS - 8.620 ACRES

**POINT OF
BEGINNING**

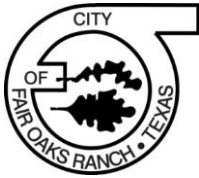
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

DONALD DEAN BOERNER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5207

FIRM NO. 10193963

DATE 01-07-2025

JOB NO: 22-



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the second reading of an ordinance designating the zoning district for approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas, as Community Facilities (CF)

DATE: November 20, 2025

DEPARTMENT: Public Works and Engineering

PRESENTED BY: Consent Item: Jessica Relucio, ENV SP, City Planner

INTRODUCTION/BACKGROUND:

On September 4, 2025, the City Council approved annexation of approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas, which extended the city limits. In accordance with the Unified Development Code (UDC) Section 4.4 (2) Newly Annexed Territory, when permanent zoning is requested in conjunction with annexation, the City Council shall permanently zone the area as soon as practical after the completion of annexation proceedings.

The applicant and property owner, City of Fair Oaks Ranch, Texas (City), proposes to zone the subject property as Community Facilities (CF). The proposed CF zone designation is appropriate for governmental, religious, educational, health care, social service, and special facilities. It aligns with the designation for other City-owned properties and is consistent with the Future Land Use Map (FLUM) classification considered in the previous agenda item.

The City plans to develop an elevated storage tank (EST) for municipal water services on the subject site. The EST will improve water supply and pressure during peak demand, provide adequate fire protection, and increase reserve capacity during extended power outages and other emergency events. The proposed change promotes the health, safety, or general welfare of the City. It is also compatible and conforms to the uses of adjacent property, where a pump station and ground storage tank are being constructed by the City of Boerne. Adequate infrastructure will also be available for the proposed use.

On October 9, 2025, the Planning and Zoning Commission (P&Z) conducted a public hearing and did not receive any public testimony. Following the public hearing, the P&Z recommended approval of the proposed zoning designation to the City Council.

On November 6, 2025, the City Council conducted a public hearing and approved the first reading of an ordinance designating the zoning district as CF for the subject property. No public testimony was received. During the public hearing, a comprehensive overview of the proposed zone designation was provided to City Council which included:

- Review of the proposed zoning change in relation to the proposed Future Land Use Map (FLUM) amendment and the Comprehensive Plan
- An overview of the zoning designation process
- Public notice requirements and a summary of comments received

CRITERIA FOR REVIEW:

The proposed zoning designation aligns with the FLUM designation, CF, and the proposed use. In accordance with Unified Development Code (UDC) Section 1.2, the proposed zoning designation is consistent with the Comprehensive Plan principles, goals, and objectives related to environmental protection, economic development, and civic and public spaces:

- Preserve and protect waterways and floodplains
- Preserve and protect surface and ground water resources and hydrologically active areas
- Promote and encourage water conservation practices
- Promote quality development that is compatible with neighboring areas and is consistent with community character and create sustainable value through form and function
- Ensure civic buildings and civic spaces are given prominent sites

Zoning changes may be approved by the City Council when the following standards are met, per UDC Section 3.7(4)(c):

1. The zoning change is consistent with the Comprehensive Plan
2. The zoning change promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City
3. The zoning change is compatible with and conforms with uses of nearby property and the character of the neighborhood
4. The property affected by the zoning change is suitable for uses permitted by the proposed amendment to the zoning map
5. Infrastructure, including roadway adequacy, sewer, water and storm water facilities, is or is committed to be available that is generally suitable and adequate for the proposed use

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Abides by Chapter 213 of the Local Government Code and the Unified Development Code
2. Supports Priority 2.1 Manage the Physical Development of the City in accordance with the Comprehensive Plan of the Strategic Plan
3. The proposed zoning designation allows for the proposed use of governmental facilities, including an elevated storage tank
4. Aligns with the proposed FLUM amendment and is consistent with other City-owned property

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not Applicable

LEGAL ANALYSIS:

The City Attorney reviewed the ordinance and approved it as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve the second reading of an ordinance designating the zoning district for approximately 2.923 acres located in the southern portion of 329 Ammann Road, Kendall County, Texas, as Community Facilities.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, DESIGNATING THE ZONING DISTRICT FOR APPROXIMATELY 2.923 ACRES LOCATED IN THE SOUTHERN PORTION OF 329 AMMANN ROAD, KENDALL COUNTY, TEXAS, AS COMMUNITY FACILITIES (CF); AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 4, 2025, the City Council approved the annexation of approximately 2.923 acres located in the southern portion of 329 Ammann Road, thereby extending the city limits and requiring designation of a zoning district; and

WHEREAS, the property owner and applicant, the City of Fair Oaks Ranch, has requested to zone the subject property as Community Facilities in alignment with the Future Land Use Map (FLUM) amendment; and

WHEREAS, the Community Facilities zoning district is intended for uses as governmental, religious, educational, health care, social service, and special facilities; and

WHEREAS, on October 9, 2025, the Planning and Zoning Commission conducted a public hearing on the proposed zoning designation and recommended approval to City Council; and

WHEREAS, on November 6, 2025, the City Council conducted a public hearing on the proposed zoning designation; and

WHEREAS, after considering testimony, evidence, and the recommendation of the Planning and Zoning Commission, the City Council finds it appropriate to approve the proposed zoning designation as Community Facilities, thereby promoting the health, safety, and general welfare of City residents and protecting the use and enjoyment of property throughout the City.

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

- Section 1.** The Property located in the southern portion of 329 Ammann Road and as described in the attached **Exhibit A** is hereby zoned as Community Facilities.
- Section 2.** The Official Zoning Map of the City of Fair Oaks Ranch shall be revised to reflect the Amendment.
- Section 3.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 4.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

- Section 5.** That it is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 6.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 7.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 8.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 9.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 10.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 6th day of November 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 20th day of November 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda Valdez, TRMC
Deputy City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

Donnie Boerner Surveying Company L.P.

20 GEL Ranch Road ♦ Comfort, Texas 78013

Phone: 830-377-2492

FIRM NO. 10193963

Field Notes for a 2.923 Acre Tract of Land

Being a 2.923 acre tract out of the William D. Lusk Survey No. 211, Abstract No. 306, Kendall County, Texas and being part of that certain 10.018 acre tract conveyed to the City of Boerne by deed recorded in Document No. 2022-371461, Official Records, Kendall County, Texas, said 2.923 acre tract being more particularly described by metes and bounds as follows:

Beginning at a ½” steel found with an orange “RPLS 5207” plastic cap in the west line of Ammann Road for the southeast corner of the herein described tract, the southwest corner of a 0.234 acre right-of-way dedication recorded in Document No. 2024-392205, Official Records, Kendall County, Texas and being in the south line of the above referenced 10.018 acre tract, the north line of a 8.620 acre tract recorded in Volume 1578, Pages 77-80, Official Records, Kendall County, Texas;

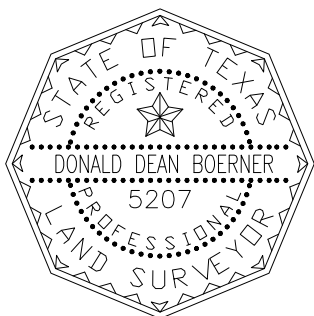
Thence, with the south line of said 10.018 acre tract, the north line of said 8.620 acre tract, North 88 degrees 47 minutes 54 seconds West, a distance of 586.95 feet to a ½” steel rod found for the southwest corner of the herein described tract, the southwest corner of said 10.018 acre tract, the southeast corner of a 10.016 acre tract recorded in Volume 401, Pages 306-308, Official Records, Kendall County, Texas;

Thence, with the west line of said 10.018 acre tract, the east line of said 10.016 acre tract, North 02 degrees 30 minutes 45 seconds West, a distance of 217.45 feet to a ½” steel rod set with an orange “RPLS 5207” plastic cap for the northwest corner of the herein described tract, said point bears, South 02 degrees 30 minutes 45 seconds East, a distance of 497.94 feet from a ½” steel rod found with an orange “RPLS 5207” plastic cap at the southwest corner of a 0.179 acre right-of-way dedication recorded in Document No. 2024-391923, Official Records, Kendall County, Texas;

Thence, departing the east line of said 10.016 acre tract, severing said 10.018 acre tract, South 88 degrees 47 minutes 54 seconds East, a distance of 586.63 feet to a ½” steel rod set with an orange “RPLS 5207” plastic cap in the west line of Ammann Road, same being the west line of the aforementioned 0.234 acre right-of-way dedication for the northeast corner of the herein described tract, said point bears, South 02 degrees 35 minutes 39 seconds East, a distance of 476.81 feet from a ½” steel rod found with an orange “RPLS 5207” plastic cap at the southeast corner of said 0.179 acre right-of-way dedication;

Thence, with the west line of Ammann Road, same being the west line of said 0.234 acre right-of-way dedication, South 02 degrees 35 minutes 39 seconds East, a distance of 217.47 feet to the **Place of Beginning** and containing 2.923 acres of land.

Note: A survey plat of the above described tract was prepared. Basis of bearing was established from the State Plane Coordinate System North American Datum of 1983, Texas South Central Zone.



Donald Dean Boerner
Registered Professional Land Surveyor No. 5207

AMMANN ROAD

RIGHT-OF-WAY VARIES

F-5207

F-5207

COUNTY OF KENDALL,
A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
DOCUMENT NO. 2024-391923
OFFICIAL RECORDS
0.179 ACRE RIGHT-OF-WAY DEDICATION

LEGEND:

FIR	FOUND 1/2' STEEL ROD
F-5207	FOUND 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP
S-5207	SET 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP

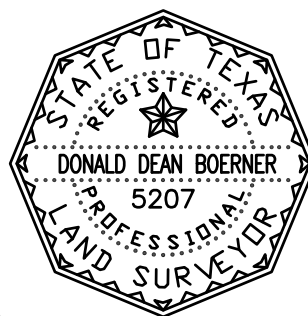


SCALE: 1" = 100'

CITY OF FAIR OAKS RANCH, TEXAS,
A HOME-RULE MUNICIPAL CORPORATION
DOCUMENT NO. 2024-392205
OFFICIAL RECORDS
0.234 ACRE RIGHT-OF-WAY DEDICATION

JOSEPH A. KAZENAS AND
KATHLEEN A. MORRISSEY
VOLUME 401 PAGES 306-308
OFFICIAL RECORDS - 10.016 ACRES

CITY OF BOERNE
DOCUMENT NO. 2022-371461
OFFICIAL RECORDS - 10.018 ACRES



S-5207

S-5207

S 88°47'54" E 586.63'

2.923 ACRES

WILLIAM D. LUSK
SURVEY NO. 211
ABSTRACT NO. 306

S 02°30'45" E 497.94'

N 02°30'45" W 217.45'

FIR

N 88°47'54" W 586.95'

S 02°35'39" E 476.81'

AMMANN ROAD
RIGHT-OF-WAY VARIES

F-5207

GENERAL NOTES:

1) BASIS OF BEARING WAS ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.

2) A FIELD NOTE DESCRIPTION WAS PREPARED FOR THIS TRACT.

PLAT SHOWING: A 2.923 acre tract out of the William D. Lusk Survey No. 211, Abstract No. 306, Kendall County, Texas and being part of that certain 10.018 acre tract conveyed to the City of Boerne by deed recorded in Document No. 2022-371461, Official Records, Kendall County, Texas.

DONNIE BOERNER SURVEYING COMPANY L.P.
20 GEL RANCH ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

TRAVIS K. BARBER AND
TALLY BARBER
VOLUME 1578 PAGES 77-80
OFFICIAL RECORDS - 8.620 ACRES

**POINT OF
BEGINNING**

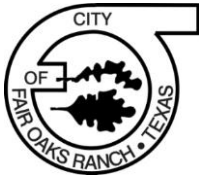
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

DONALD DEAN BOERNER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5207

FIRM NO. 10193963

DATE 01-07-2025

JOB NO: 22-



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas, amending the Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003(3) by reducing the maximum speed limit on Silver Spur Trail and Post Oak Trail to 30 mph

DATE: November 20, 2025

DEPARTMENT: Administration

PRESENTED BY: Consent Item: Carole Vanzant, CPM, ICMA-CM, Assistant City Manager

INTRODUCTION/BACKGROUND:

Last month, the City Council unanimously approved an ordinance to reduce the speed limit on Rolling Acres Trail from 35 miles per hour (mph) to 30 mph. After approval, Council Member Ruben Olvera requested a future Council agenda item to discuss the potential of speed limit adjustments on Silver Spur Trail and Post Oak Trail, both posted at 35 mph. He noted that lowering the speed limit would provide consistency in the area. Without it, those roads may experience increased traffic as drivers seek alternate routes to access Ammann Road.

At the November 6 City Council workshop, staff

1. presented the City's speed limit map of the area showing all streets at 30 mph except for Silver Spur Trail and Post Oak Trail (**Exhibit A**)
2. presented the history of Silver Spur Trail and Post Oak Trail speed limits
3. noted Silver Spur Trail is identified as a connector street and Post Oak Trail as a local rural residential street in the City's Comprehensive Plan
4. presented data of speed citations and warnings between October 1, 2024 - September 30, 2025
5. presented data of reported vehicle accidents between July 25, 2016 - October 3, 2025

City Council directed staff to provide a proposed ordinance reducing the speed limit on both streets to 30 mph.

The Texas Transportation Code Section 545.356(b-1) authorizes the City Council to declare a 30-mph speed limit, for a highway or a part of a highway in the municipality that is not an officially designated or marked highway or road of the state highway system, if they determine the current speed limit of 35 mph is unreasonable or unsafe. Silver Spur Trail and Post Oak Trail are not officially designated or marked highways or roads of the state highway system.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Provides the continued improvement of the residents' quality of life relative to transportation safety.
2. Complies with the Texas Transportation Code section 545.356 Authority of Municipality to Alter Speed Limits.
3. Complies with the City Council's direction from the November 6, 2025 meeting

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Cost of speed limit signs - approximately \$250 each.

LEGAL ANALYSIS:

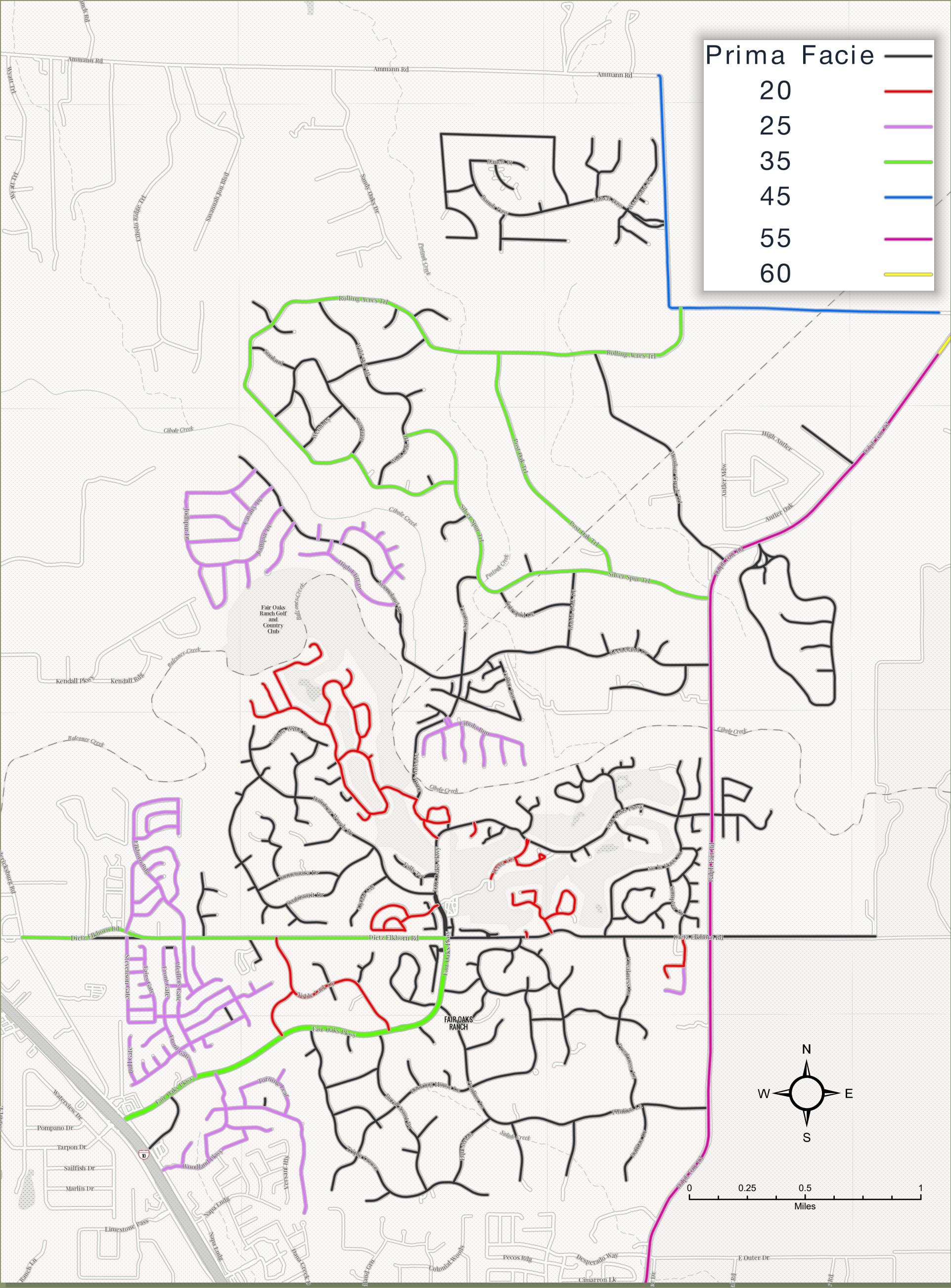
Ordinance approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve the first reading of an ordinance amending the City of Fair Oaks Ranch Code Ordinances, Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.02.003 (3) by reducing the maximum speed limit on Silver Spur Trail and Post Oak Trail to 30 mph.

Road Speed Limits In The City of Fair Oaks Ranch

Prima Facie: 30 mph speed limit is the statutory speed that applies when no specific ordinance has been established. They serve as a reasonable and prudent default speed based on general traffic safety principles.
Sec. 12.01.003 in the city's code of ordinances.



AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.01 GENERAL PROVISIONS, SECTION 12.01.003 PRIMA FACIE SPEED LIMIT BY REDUCING THE MAXIMUM SPEED LIMIT ON SILVER SPUR TRAIL AND POST OAK TRAIL TO 30 MILES PER HOUR; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 12, Section 12.01.003 of the City of Fair Oaks Ranch Code of Ordinances provides the City speed limits on all streets within its jurisdiction, and

WHEREAS, on January 15, 2009, the City Council declared the maximum, reasonable, and prudent speed limit of 35 miles per hour on Silver Spur Trail and Post Oak Trail, and

WHEREAS, Silver Spur Trail and Post Oak Trail are not highways that have been officially designated or marked highways or roads of the state highway system, and

WHEREAS, Section 545.356, Subsection (b-1) of the Texas Transportation Code authorizes the City Council to declare a lower speed limit of not less than 25 miles per hour for non-designated official or marked highways or roads of the state highway system, and

WHEREAS, on November 6, 2025, the City Council held a workshop to discuss potential speed limit adjustments on Silver Spur Trail and Post Oak Trail, and

WHEREAS, the City Council finds, for the safety of residents and drivers, 30 miles per hour is a reasonable and prudent speed limit on Silver Spur Trail and Post Oak Trail.

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

- Section 1.** The Fair Oaks Ranch Code of Ordinances Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003 Prima Facie Speed Limit is hereby amended by reducing the maximum speed limit on Silver Spur Trail and Post Oak Trail to the City's prima facie speed limit (30 miles per hour) as shown in **Exhibit A**.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this

ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

- Section 5.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 6.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 7.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 8.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law, and erecting or posting speed limit signs giving notice of the new speed limit.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 20th day of November 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 4th day of December 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

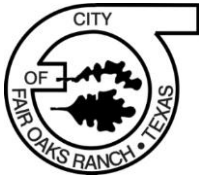
EXHIBIT A

Chapter 12 Traffic and Vehicles; Article 12.01 General Provisions; Section 12.01.003 Prima Facie Speed Limit is hereby amended by the following deletion:

(3) 35 mph

~~Post Oak Trail~~

~~Silver Spur Trail~~



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution approving the 2025 Certified Tax Roll for the City of Fair Oaks Ranch, Texas

DATE: November 20, 2025

DEPARTMENT: Finance

PRESENTED BY: Consent Item: Summer Fleming, CGFO, Director of Finance

INTRODUCTION/BACKGROUND:

In accordance with Section 26.09(e) of the Texas Property Tax Code, the City Council is required to formally approve the Tax Roll each year after the property tax rate has been adopted.

On September 18, 2025, the City Council set the 2025 property tax rate at \$0.2853 per \$100 of taxable valuation. Based on that adopted rate, the Bexar County Tax Assessor-Collector, serving as the City's tax collector, has prepared the 2025 Certified Tax Roll as of October 1, 2025, which is presented in **Exhibit A**.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Approval of this resolution ensures compliance with Chapter 26.09(e) of the Texas Property Tax Code.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Budgeted property tax revenue totals \$7,935,306 and was based on certified values plus the taxable value of properties under protest at the time of adoption. Based on the Certified Tax Roll as of October 1, 2025, totaling \$7,737,069, the total levy is approximately \$198,000 below the budgeted amount.

As of November 1, levy adjustments totaling \$306,257 have been recorded increasing the tax levy to \$8,043,326.39. These updates fully eliminate the variance between the Certified Tax Roll and the adopted budget. This variance is not unusual and primarily reflects timing differences related to properties still under protest.

LEGAL ANALYSIS:

Legal approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve a resolution approving the City of Fair Oaks Ranch 2025 Certified Tax Roll of \$7,737,068.51.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS APPROVING THE 2025 CERTIFIED TAX ROLL FOR THE CITY OF FAIR OAKS RANCH, TEXAS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, after the adoption of the tax rate for the current year, the assessor for the City of Fair Oaks Ranch must calculate the tax imposed on each property included on the appraisal roll for the City, and

WHEREAS, the assessor for the City must enter the amount of tax determined in accordance with Texas Tax Code Section 26.09 in the appraisal roll and submit it to the City Council for approval, and

WHEREAS, the appraisal roll with amounts of tax entered as approved by the City Council constitutes the City's tax roll.

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

- Section 1.** The City Council hereby approves the 2025 Certified Tax Roll as required by the Property Tax Code, Vernon's Texas Codes Annotated, Section 26.09(e) in the amount of \$7,737,068.51 based on a tax rate of \$0.2853 per \$100 valuation of a total taxable value of \$2,712,519,125.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 20th day of November 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda Valdez, TRMC
Deputy City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney



Albert Uresti, MPA, PCAC
Office of the Tax Assessor - Collector

October 24, 2025

Ms. Summer Fleming
Accounting Manager
City of Fair Oaks Ranch
7286 Dietz Elkhorn Road
Fair Oaks Ranch, Texas 78015

RE: City of Fair Oaks Ranch – 2025 Tax Roll

Dear Ms. Fleming:

Enclosed is a summary of values and levies taken from the initial Tax Roll for the City of Fair Oaks Ranch.

Section 26.09(e) of the State Property Tax Code requires the Tax Roll to be approved by the taxing unit's governing body. Please notify this office in writing, at your earliest convenience, when the tax roll is approved by your governing body.

If you have any questions, please contact Ms. Vanessa Bouchan at 210-335-6600.

Sincerely,

Albert Uresti, MPA, PCAC
Tax Assessor-Collector
Bexar County

AU:JAA/sb

Enclosure

2025 CERTIFIED TAX ROLL AS OF OCTOBER 1, 2025

TAX ASSESSMENT ROLLS OF FAIR OAKS RANCH FOR THE YEAR 2025 SHOW THE FOLLOWING SUMMARIES:

ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	4,736	3,172,079,347	2,701,300,127	2,937.85	7,704,317.70
PERSONAL PROPERTY	172	16,992,835	11,218,998	.00	32,750.81
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
TOTAL	4,908	3,189,072,182	2,712,519,125	2,937.85	7,737,068.51

RATE OF TAXATION ASSESSMENT RATIO 100%

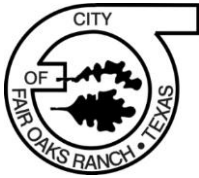
TOTAL TAX RATE 00.285300

ALBERT URESTI, MPA, PCAC

TAX ASSESSOR-COLLECTOR BEXAR COUNTY

BY :





CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing the execution of Engagement Letters for the Municipal Court Prosecutor and Alternate Prosecutor positions

DATE: November 20, 2025

DEPARTMENT: Municipal Court

PRESENTED BY: Consent Item: Clayton Hoelscher, Procurement Manager
Ricardo Bautista, Court Administrator

INTRODUCTION/BACKGROUND:

Section 5.02(B) of the City's Home Rule Charter authorizes the City Council to retain special counsel whenever deemed necessary and appropriate. This includes the appointment of Municipal Court Prosecutors.

The City has historically contracted for prosecutorial services rather than employing a full-time, in-house prosecutor. The City Council last appointed a municipal prosecutor via Resolution 2019-19 in 2019. Therefore, the City issued a Request for Qualifications (RFQ) to ensure fairness and transparency.

An evaluation committee of council members and staff reviewed all five RFQ submittals, ultimately interviewing three candidates. The committee recommends appointing Mr. Anthony Arriaga as the Municipal Court Prosecutor and the Law Offices of Ryan Henry, PLLC as the Alternate Municipal Court Prosecutor.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Complies with state statute and the City Charter
- Ensures criminal and civil offenses are addressed

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The FY 2025-26 budget allocates \$25,200 for this service. The proposed Presiding Prosecutor agreement is \$18,000 and the Alternate Prosecutor agreement will be billed on an hourly basis should the Presiding Prosecutor not be available.

LEGAL ANALYSIS:

Resolution approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve a resolution authorizing the execution of Engagement Letters for the Municipal Court Prosecutor and Alternate Prosecutor positions, expenditure of the required funds, and execution of all applicable documents by the City Manager.

A RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS
AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH ANTHONY
ARRIAGA FOR THE MUNICIPAL COURT PROSECUTOR AND WITH THE LAW OFFICES
OF RYAN HENRY, PLLC. FOR THE ALTERNATE PROSECUTOR POSITION,
EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE
DOCUMENTS BY THE CITY MANAGER**

WHEREAS, Section 5.02 (B) of the City's Home Rule Charter states the City Council shall have the right to retain special counsel at any time that it may deem necessary and appropriate, and

WHEREAS, the City Council desires to retain the services of special counsel for the purpose of providing municipal prosecution services, and

WHEREAS, the City received submittals via a Request for Qualifications (RFQ), and the evaluation committee recommends Anthony Arriaga as the Presiding Prosecutor and the Law Offices of Ryan Henry, PLLC as the Alternate Prosecutor, and

WHEREAS, the City Council of the City of Fair Oaks Ranch hereby finds it necessary and appropriate to authorize the execution of Engagement Letters for a term of two years.

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

- Section 1** The City Council hereby authorizes the City Manager to execute an agreement with Anthony Arriaga for presiding prosecution services **(Exhibit A)**, to expend required funds up to \$18,000 annually, and to execute any and all applicable documents to effectuate this resolution. Additionally, the City Council hereby authorizes the City Manager to execute an agreement with the Law Offices of Ryan Henry, PLLC for alternate prosecution services **(Exhibit B)**, to expend required funds up to a rate of \$150 per hour in the event the primary prosecutor is unavailable, and to execute any and all applicable documents to effectuate this resolution.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 20th day of November 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda Valdez, TRMC
Deputy City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney



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

Anthony Arriaga

Re: Municipal Court Prosecutor Engagement Letter

Dear Mr. Arriaga:

This Engagement Letter is being provided to establish a formal agreement for your services as the City of Fair Oaks Ranch Municipal Court Prosecutor. This **AGREEMENT**, effective as of the 1st day of January 2026 and expiring on December 31st, 2028, between the City of Fair Oaks Ranch and having its principal place of business at 7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015 (the "City"); and Anthony Arriaga, principal place of business at _____, (the "Contractor") (collectively referred to as the "Parties").

In consideration of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the Parties agree as follows:

Services

- The Presiding Municipal Court Prosecutor will be called to conduct all prosecution of Class C Misdemeanor offenses as defined in the City codes and ordinances.
- Prepare and present criminal cases for bench and/or jury trial.
- Attend formal hearings and pre-trial hearings involving the City of Fair Oaks Ranch Municipal Court cases.
- Communicate charging decisions to victims and police personnel.
- Coordinate and handle the discovery process involving the City of Fair Oaks Ranch Police reports, statements and evidence with pro se defendants and/or attorneys representing defendants in criminal cases.
- Request dismissal of cases under proper circumstances.
- Provide legal research as it relates to City codes and ordinances.
- Inform City of Fair Oaks Ranch personnel of statutory changes that may impact City codes and ordinances.
- Work with the City of Fair Oaks Ranch Court Administrator to improve effectiveness and efficiency of cases presented for prosecution by the Municipal Court.
- Availability to come to the Municipal Court on a weekly / as need basis to sign documents and meet with Court staff.
- Adhere to all applicable local, state, and federal laws and canons of prosecutorial conduct.

Qualifications, Compensation, and Term

- Contractor shall provide competent, zealous, legal services in a professional, skilled manner consistent with an attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure. Contractor must

Exhibit A

maintain the minimum qualifications to practice law in the state of Texas and must immediately inform the City of any change in the status of the Contractor's licensure.

- As full compensation for services provided, the Contractor shall be paid at the rate of \$1,500 per month. Payment will be made upon receipt of invoice at acctspayable@fairoaksranchtx.org. Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City, except as provided for in this Agreement for legal services. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor. Subject to approval by the City, the term of this Agreement may be extended.
- Termination – The City may terminate this Agreement as prescribed in Section 5.02 of the City of Fair Oaks Ranch Home Rule Charter. If Contractor terminates this Agreement by voluntary resignation, Contractor shall give the City no less than ninety (90) days' notice in writing in advance unless the City agrees otherwise.
- Entire Agreement – This Agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the services of the Contractor by the City and shall be amended or modified only by written instrument signed by both of the parties hereto.

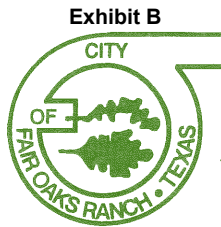
In conclusion, I would like to reiterate my appreciation for your willingness to serve as an extension of our team.

Respectfully,

Scott M. Huizenga
City Manager

Anthony Arriaga

Cc: Christina Picioccio, City Secretary



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

Ryan Henry, PLLC
1019 Central Parkway North, Ste. 108
San Antonio, Texas 78232

Re: Alternate Municipal Court Prosecutor Engagement Letter

Dear Mr. Henry:

This Engagement Letter is being provided to establish a formal agreement for your services as the City of Fair Oaks Ranch Alternate Municipal Court Prosecutor. This **AGREEMENT**, effective as of the 1st day of January 2026 and expiring on December 31st, 2028, between the City of Fair Oaks Ranch and having its principal place of business at 7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015 (the "City"); and the Law Offices of Ryan Henry, PLLC, principal place of business at 1019 Central Parkway North, Ste. 108, San Antonio, TX 78232, (the "Contractor") (collectively referred to as the "Parties").

In consideration of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the Parties agree as follows:

Services

- In the absence of the Municipal Court Prosecutor, the Alternate Municipal Court Prosecutor will be called to conduct all prosecution of Class C Misdemeanor offenses as defined in the City codes and ordinances. While sitting for the Appointed Municipal Court Prosecutor, the Alternate Municipal Court Prosecutor shall have all powers and duties of the Prosecutor.
- Prepare and present criminal cases for bench and/or jury trial.
- Attend formal hearings and pre-trial hearings involving the City of Fair Oaks Ranch Municipal Court cases.
- Communicate charging decisions to victims and police personnel.
- Coordinate and handle the discovery process involving the City of Fair Oaks Ranch Police reports, statements and evidence with pro se defendants and/or attorneys representing defendants in criminal cases.
- Request dismissal of cases under proper circumstances.
- Provide legal research as it relates to City codes and ordinances.
- Inform City of Fair Oaks Ranch personnel of statutory changes that may impact City codes and ordinances.
- Work with the City of Fair Oaks Ranch Court Administrator to improve effectiveness and efficiency of cases presented for prosecution by the Municipal Court.
- Availability to come to the Municipal Court on a weekly / as need basis to sign documents and meet with Court staff.
- Adhere to all applicable local, state, and federal laws and canons of prosecutorial conduct.

Qualifications, Compensation, and Term

- Contractor shall provide competent, zealous, legal services in a professional, skilled manner consistent with an attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure. Contractor must maintain the minimum qualifications to practice law in the state of Texas and must immediately inform the City of any change in the status of the Contractor's licensure.
- As full compensation for services provided, the Contractor shall be paid at the rate of \$150 per hour plus reimbursement for travel "at cost" with no "mark-up" with all related mileage charged by multiplying the actual miles traveled by the then current IRS rate. Unless approved by the City Manager at the time of invoicing, Contractor shall charge travel from the principal place of business as referenced in this Agreement. Payment will be made upon receipt of invoice at acctspayable@fairoaksranchtx.org. Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City, except as provided for in this Agreement for legal services. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor. Subject to approval by the City Council, the term of this Agreement may be extended.
- Termination – The City may terminate this Agreement as prescribed in Section 5.02 of the City of Fair Oaks Ranch Home Rule Charter. If Contractor terminates this Agreement by voluntary resignation, Contractor shall give the City no less than 90 days' notice in writing in advance unless the Council agrees otherwise.
- Entire Agreement – This Agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the services of the Contractor by the City and shall be amended or modified only by written instrument signed by both of the parties hereto.

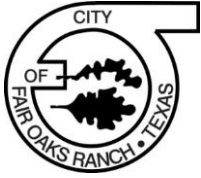
In conclusion, I would like to reiterate my appreciation for your willingness to serve as an extension of our team.

Respectfully,

Scott M. Huizenga
City Manager

Ryan Henry

Cc: Christina Picioccio, City Secretary



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of Council Member Rhoden's absence from the October 16, 2025 Regular City Council meeting

DATE: November 20, 2025

DEPARTMENT: City Council

PRESENTED BY: Consent Item: Keith Rhoden, Council Member Place 2

INTRODUCTION/BACKGROUND:

Council Member Rhoden requests approval from missing the October 16, 2025 Regular City Council meeting due to previously scheduled personal obligation.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Complies with Section 3.09 of the Home Rule Charter.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve Council Member Rhoden's absence from the October 16, 2025 Regular City Council meeting.



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the cancellation of the December 18, 2025, City Council meeting

DATE: November 20, 2025

DEPARTMENT: City Council

PRESENTED BY: Consent Item: Gregory C. Maxton, Mayor

INTRODUCTION/BACKGROUND:

The December 18, 2025 City Council meeting currently has no planned agenda items, and a review of the schedule indicates that cancelling the meeting would not result in any significant delays to City business.

In accordance with the City's Home Rule Charter, the City Council shall hold at least one regular meeting per month at City Hall or other place designated by City Council. This rule will be fulfilled when the City Council meets on December 4, 2025.

Rule 4 of the City Council Rules of Procedure (Ordinance 2024-21) indicates City Council shall meet in regular session on the first Thursday and third Thursday in each calendar month beginning at 6:30 PM in the Fair Oaks Ranch Council Chambers or other appropriately posted location. The City Council, by a majority vote, may reschedule or cancel any regular meeting in a manner consistent with Open Meetings or other established requirements.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

N/A

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to cancel the December 18, 2025 City Council Meeting.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution adopting the Compensation and Classification Study Final Report and the study recommendation development plan

DATE: November 20, 2025

DEPARTMENT: Human Resources

PRESENTED BY: Joanna Merrill, PSHRA-SCP, Director of Human Resources

INTRODUCTION/BACKGROUND:

This agenda item, if approved by City Council, would formally adopt Evergreen Consulting's Compensation and Classification Study Final Report and a study recommendation development plan. The final report is attached as **Exhibit A**. The study recommendations development plan is attached as **Exhibit B**.

History

In March 2025, the City of Fair Oaks Ranch engaged Evergreen Solutions, LLC to conduct a comprehensive Compensation and Classification Study designed to modernize the City's compensation system, strengthen internal equity, enhance external competitiveness, and ensure long-term workforce sustainability.

The study was extensive in both scope and participation. It included a Job Assessment Tool (JAT) survey completed by 92 percent of employees, focus groups, individual interviews, and a market analysis of 20 City Council-approved peer organizations. This comprehensive evaluation provided a detailed understanding of how the City's pay structures, job classifications, and benefit programs compare to municipalities and organizations of similar size and complexity.

Throughout the project, City Council took deliberate, phased actions to align the City's compensation framework with best practices and market standards. In April 2025, City Council adopted the benchmark peer organizations that formed the foundation of the analysis. In July 2025, City Council approved the 50th percentile of the market as the City's target placement - balancing competitiveness with fiscal responsibility. In August 2025, City Council adopted the "Minimum Plus One Step" methodology, establishing a 30-step pay structure with 1.5 percent progression between steps. Finally, in September 2025, City Council approved the FY 2025–26 General Government and Public Safety Pay Schedules, formally implementing the first phase of the new structure.

These actions collectively established a modern, transparent, and financially sustainable compensation framework. The new pay plan positions the City competitively within the peer market and provides predictable, performance-based progression opportunities that strengthen recruitment and retention.

Below is a consolidated summary of the consultant's findings and recommendations across five key areas: Benefits, Job Classifications, Compensation, Performance Evaluations, and System Administration.

Benefits

The City's benefits program remains a strong component of the overall compensation package, particularly through the employer-paid employee-only medical coverage, TMRS retirement plan, and generous leave accruals. However, the study found that dependent health coverage, parental leave, and tuition reimbursement lag behind peer organizations.

The study recommends including multiple medical options for employees, including an HSA-eligible High-Deductible Health Plan (HDHP). The recommendations also include consideration of paid Parental Leave and Tuition Reimbursement programs and a leave buyback program. These enhancements could strengthen recruitment and retention by addressing identified benefit gaps while at the same time maintaining the City's competitive core offerings.

Job Classifications

The study identified inconsistencies in position titles, FLSA designations, and job descriptions - particularly in administrative and professional roles where career ladders are limited. The Council previously approved multiple job title changes in the FY 2025-26 Budget, to reflect accuracy and compliance. The report also recommends reclassifying certain positions, and creating multi-level progressions (e.g., Finance Specialist I-II, Court Clerk I-III, Inspector I-II) to recognize professional growth and allow for long-term succession planning.

Compensation

The study confirmed that the City's pay structure lagged the market by 5.8 percent at minimums and 2.4 percent at midpoints, with approximately 90 percent of employees positioned below the midpoint of their ranges. To address these gaps, City Council has already taken several key actions, including the selection of benchmark peer cities, the adoption of the 50th percentile as the City's target market placement, and the approval of the "Minimum Plus 1 Step" methodology with a 1.5 percent step progression structure. Council also approved classification title updates for the FY 2025-26 Pay Schedule, establishing a link between performance evaluations and step progression.

No further action is required from City Council in this category. Adoption of these elements has already established a consistent, transparent, and fiscally sustainable pay structure that reinforces the strong foundation previously approved by Council.

Performance Evaluations

The study recommends modernizing the City's performance evaluation system to align with the adopted step-based pay structure and strengthen the link between performance, development, and advancement. Staff supports incorporating mid-year check-ins and competency-based measures tied to the City's core values beginning in FY 2026-27, along with simplified and standardized evaluation forms to be used starting July 1, 2027. Under the adopted 1.5 percent step progression plan, employee movement through the pay schedule is based on performance results, which became operational with City Council's August 7, 2025, approval. Staff also supports developing a phased approach to integrate technology systems for performance management, professional development, and succession planning in a future budget cycle, while 360-degree feedback for leadership roles is not recommended at this time due to process challenges in smaller departments.

System Administration

The study recommends formalizing the ongoing management of the new classification and compensation systems through clear administrative guidelines. These include conducting targeted market surveys as needed based on retention and vacancy data, completing full classification and compensation studies every three to five years, and adopting a cost-of-living adjustment (COLA) formula that utilizes the Consumer Price Index (CPI).

As proposed, the primary guide for COLAs will be 12-month change in CPI for the Southwest (West South Central) Census region. The Employment Cost Index (ECI) will be used as a secondary measure to compare applied adjustments to actual market movement. The study recommends the following thresholds for incorporating annual COLAs into the budget:

Thresholds

- De minimis: 1.0% (prevents zero movement in mild inflation years)
- Cap: 5.0% (maintains fiscal control – not to exceed unless in conjunction with multiyear budget projects and council approval)
- Rounding: nearest 0.25%

Governance

- **Administratively Apply:** 1.0 to 3.0 percent → proceed administratively
- **Limited Scope Market Check:** 3.0 to 5.0 percent → validate with a limited scope of peer movement (pay plan movement, anticipated movement)
- **Exception Review:** > 5.0 percent → provide council briefing on recommended approach, including any deferred portion or alternative measures

In Summary

Based on City Council direction at a recent workshop, the final report and implementation plan have been developed reflecting Council's priorities and feedback. The final report is attached as **Exhibit A**, and the implementation plan is attached as **Exhibit B**.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Advances Strategic Action Plan Goal 5.1.1: Evaluate and Update Compensation and Benefit Plans Inclusive of Public Safety
- Promotes transparency, consistency, and fairness in the City's compensation system.
- Strengthens staffing sustainability and supports long term workforce development.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Adoption of the final report and supported recommendations does not impact the FY 2025–26 budget. Recommendations with potential fiscal implications will be evaluated and presented through the regular annual budget process or separate Council action as appropriate.

LEGAL ANALYSIS:

Resolution approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution adopting the Compensation and Classification Study Final Report and the study recommendation development plan as described in Exhibits A and B, respectively.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS ADOPTING A COMPENSATION AND CLASSIFICATION STUDY FINAL REPORT AND THE STUDY RECOMMENDATION DEVELOPMENT PLAN

WHEREAS, in March 2025 the City engaged Evergreen Solutions, LLC to conduct a Comprehensive Classification, Compensation, and Benefits Study to modernize the City's compensation and classification systems, strengthen internal equity, enhance external market competitiveness, and ensure the long-term sustainability of the City's workforce; and

WHEREAS, the study included extensive analysis through employee surveys, focus groups, interviews, and a salary benefits survey of 20 peer organizations; and

WHEREAS, this analysis resulted in findings that identified opportunities to improve pay structures, classification progressions, and benefit offerings; and

WHEREAS, the City Council has previously taken steps toward implementation, including adoption of benchmark peer cities, setting market placement at the 50th percentile, establishing a 30-step, 1.5% progression structure with a "Minimum +1 Step" methodology, and updating pay schedules and performance-based progression standards; and

WHEREAS, based on City Council direction during its most recent workshop, staff refined the resolution, and Exhibit B to reflect Council's priorities and feedback; and

WHEREAS, Exhibit B identifies which recommendations are ready for formal adoption, which recommendation require further analysis or budget evaluation, and which recommendations have already been implemented; and

WHEREAS, Exhibit B also serves as a roadmap for ongoing policy development and future personnel policy updates; and

WHEREAS, adoption of the final report, recommendations, Exhibit B, and related policy updates promotes transparency, consistency, and fairness across the City's workforce; and

WHEREAS, these actions advance Strategic Action Plan Goal 5.1.1: *Evaluate and update compensation and benefit plans inclusive of Public Safety*, ensuring consistent, equitable, and sustainable application of the City's compensation and classification framework.

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

Section 1. That the City Council hereby adopts the Compensation and Classification Final Report, as presented in **Exhibit A**, and approves the study recommendation development plan as presented in **Exhibit B**.

Section 2. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

- Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 20th day of November 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda Valdez, TRMC
Deputy City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

Compensation and Classification Study for Fair Oaks Ranch, TX

FINAL REPORT



Evergreen Solutions, LLC

October 27, 2025

EVERGREEN SOLUTIONS, LLC

Table of Contents

	PAGE
EXECUTIVE SUMMARY.....	i
1.0 INTRODUCTION.....	1-1
1.1 Study Methodology	1-1
1.2 Report Organization.....	1-4
2.0 SUMMARY OF EMPLOYEE OUTREACH.....	2-1
2.1 General Feedback	2-1
2.2 Classification and Compensation Feedback	2-2
2.3 Benefits Feedback.....	2-2
2.4 Recruitment and Retention Challenges	2-3
2.5 Key Issues for the Study.....	2-4
2.6 Summary	2-4
3.0 ASSESSMENT OF CURRENT CONDITIONS.....	3-1
3.1 Analysis of Pay Plans.....	3-1
3.2 Grade Placement Analysis	3-3
3.3 Quartile Analysis	3-5
3.4 Compression Analysis	3-9
3.5 Classification.....	3-16
3.6 Summary	3-18
4.0 MARKET SUMMARY.....	4-1
4.1 Market Data	4-3
4.2 Salary Survey Results.....	4-5
4.3 Salary Survey Conclusion.....	4-8
5.0 BENEFITS SURVEY RESULTS.....	5-1
5.1 Respondent Overview.....	5-1
5.2 Health Plans.....	5-2
5.3 Time Off	5-7
5.4 Other Benefits.....	5-9
5.5 Summary	5-11
6.0 RECOMMENDATIONS	6-1
6.1 Classification Recommendations	6-1
6.2 Compensation Recommendations	6-20
6.3 Performance Evaluation Review.....	6-28
6.4 Compensation and Classification System Administration	6-33
6.5 Summary	6-39s

EVERGREEN SOLUTIONS, LLC

Chapter 1 - Introduction

The leadership of Fair Oaks Ranch, TX (the “City”) in keeping with its commitment to attracting and retaining the employees necessary to provide high quality services determined that its current compensation and classification systems and structures needed to be updated to better reflect best practices. Evergreen Solutions, LLC (“Evergreen”) was selected by the City during March of 2025 as its partner to accomplish this goal. This engagement sought to evaluate the strengths and weaknesses of the City’s current systems, conduct a job and pay grade analysis to study internal equity, collect peer salary and benefit data to study external equity, and adjust the current compensation and classification systems to better reflect the market. This study and the analysis contained within provides City leadership with valuable information related to their employee demographics, opinions, and market data, as well as internal and external equity.

Internal equity relates to the fairness of an organization’s compensation practices among its current employees. Specifically, by reviewing the skills, responsibilities, and duties of each position, it can be determined whether similar positions are being compensated in an equitable manner within the organization. External equity relates to the differences between how an organization’s classifications are valued and the compensation available in the marketplace for the same skills, responsibilities, and duties. This component of the study aims to address how the City is positioned in the market relative to other local area government organizations with similar positions and to develop recommendations that allow the City to recruit and retain quality employees. The classification component of this study resolves any inconsistencies related to job requirements or job titles and ensures that all jobs are appropriately categorized and aligned with the work currently performed.

1.1 STUDY METHODOLOGY

Evergreen Solutions combines qualitative and quantitative data analysis to produce recommendations that maximize the fairness and competitiveness of an organization’s compensation structure and practices. It is important to note that the data utilized in the study represents a snapshot in time. As market conditions can change rapidly, it is important for the City to conduct regular market surveys to ensure their external market position does not decay. A full compensation and classification review is recommended approximately every three to five years. Some examples of project activities included:

- conducting a project kick-off meeting;
- presenting orientation sessions to employees;
- conducting an analysis of current conditions;
- facilitating focus group sessions with employees;
- conducting an external market salary and benefits survey;

- revising classification descriptions based on job analysis;
- developing recommendations for compensation and classification changes and administration;
- reviewing current approach to performance management;
- creating draft and final reports; and
- conducting training sessions with human resources staff in the methodology used to systematically assess job classifications.

Kickoff Meeting

The kickoff meeting provided an opportunity to discuss the areas of concern, finalize the work plan, and begin the data collection process. Data collection included the gathering of relevant background material including existing pay plans, organization charts, policies, procedures, training materials, classification specifications, and other pertinent material.

Employee Outreach

Through the orientation sessions, Evergreen consultants briefed employees on the purpose and major processes of the study. This process addressed employee questions to resolve misconceptions about the study and related tasks and explained the importance of employee participation in the JAT process.

In addition, employees participated in focus group sessions designed to gather input from their varied perspectives as to the strengths and weaknesses of the current system. Feedback received from employees in this context was helpful in highlighting aspects of the organization which needed particular attention and consideration. This information provided some basic perceptual background, as well as a starting point for the research process.

Job Assessment Tool® (JAT) Classification Analysis

Employees were asked to complete individual JAT surveys, where they shared information pertaining to their work in their own words. These JATs were analyzed and compared to the current classification descriptions, and classifications were individually scored based on employee responses to six compensable factor questions. Each of the compensable factors, Management, Processes, Resources, Technology, Errors and Risks, and Knowledge and Experience, were given weighted values based on employee responses, resulting in a point factor score for each classification. The rank order of classes by JAT scores was used to develop a rank order of classes within the proposed compensation structure. Combined with market data, this information formed the foundation of the combined recommendations. The nature of each compensable factor is described below:

- Management – outlines leadership roles, from supervised tasks to independent work, team supervision, and overseeing departments or operations across multiple areas.
- Processes – relates to operational actions, from performing tasks to managing processes within departments or across the entire organization.

- Resources – defines resource responsibilities, from using and monitoring resources to managing budgeting, compliance, and allocation across the organization.
- Technology – describes the application of technology in performing duties, from using basic tools and software to managing complex systems, setting guidelines, and overseeing long-term projects.
- Errors and Risks – identifies the types of errors and risks associated with different roles, ranging from minimal impact to those that could result in significant physical, financial, or legal consequences.
- Knowledge and Experience – indicates the knowledge and experience required for various roles, ranging from basic tasks with on-the-job training to advanced education and strategic planning expertise.

Salary Survey

The external market for this study was defined as identified local government organizations with similar positions as well as similar characteristics, demographics, and service offerings. Specific benchmark positions in the City were surveyed, although not all positions had matching positions at the peer organizations. The data were then analyzed comparing City classifications to the jobs performing the same duties at peer organizations to gain a fuller understanding of their market position.

Benefits Survey

A benefits survey was also conducted as a part of this study. The survey collected information on the benefits provided by peer organizations, including health and retirement plans, paid leave, and other supplemental offerings. This data was then compared to the City's current benefits package to evaluate how Fair Oaks Ranch is positioned relative to its peers. The resulting analysis provided additional insight into the City's overall competitiveness in attracting and retaining employees by examining both compensation and benefits as a complete package.

Recommendations

Drawing on these findings, Evergreen developed recommendations focused on strengthening internal and external equity, improving recruitment and retention, and modernizing the City's compensation and classification practices. Evergreen provided the City with a variety of recommendations for the future at various costs. Plans ranged from minor tweaks to the current compensation and classification system to wholesale changes to the entire organizational structure. These plans were designed to fix the issues identified in this report, while continuing to build on the strengths the City currently exhibits.

Performance Evaluation Review

Evergreen evaluated the current performance evaluation systems and developed recommendations to enhance the recently adopted review process.

1.2 REPORT ORGANIZATION

This report includes the following additional chapters:

- Chapter 2 – Summary of Employee Outreach
- Chapter 3 – Assessment of Current Conditions
- Chapter 4 – Market Summary
- Chapter 5 – Benefits Summary
- Chapter 6 – Recommendations: Classification, Compensation, and Performance Management Process

EVERGREEN SOLUTIONS, LLC

Chapter 2 – Summary of Employee Outreach

Evergreen Solutions, LLC conducted a series of focus groups and outreach sessions with employees of the City to gather direct feedback related to compensation, classification, benefits, and workforce dynamics. The purpose of these sessions was to understand employee perspectives, capture organizational culture, and identify both strengths and opportunities for improvement within the City's current systems. These outreach efforts are critical to ensure that the study reflects real employee experiences and provides a foundation for practical, employee-informed recommendations.

The sessions included a diverse cross-section of employees across departments and roles. Feedback was consolidated to maintain anonymity and to highlight themes rather than individual comments. As with all employee outreach, the observations are perceptual in nature and may not necessarily reflect actual policy or structural conditions. However, perceptions strongly influence morale, retention, and employee engagement, making these insights invaluable for shaping a forward-looking compensation strategy. This summary chapter was written using the notes generated from the sessions and any specific reference to an individual employee has been excluded.

2.1 GENERAL FEEDBACK

To begin the survey, employees were asked broad questions about their reasons for choosing to work at the City, why they remain, and what improvements would help the City attract and retain staff. These questions provide important context for understanding employee motivations and perceptions before examining compensation, classification, and benefits in greater detail. Employees expressed pride in working for the City, citing its small-town atmosphere paired with proximity to a major metropolitan area. Many participants noted that they originally joined the City due to its location, stability, benefits, and the opportunity to work in a close-knit environment. The organization was described as family-like, with employees feeling supported by colleagues and management. Staff appreciated opportunities for cross-training and hybrid roles that allow them to gain experience in multiple functional areas.

At the same time, employees noted concerns about workload and expectations tied to the City's growth. Several positions, particularly in public works and public safety, were described as carrying increasing responsibilities without corresponding adjustments in classification or compensation. Employees highlighted a culture of dedication but felt the growing demands were outpacing resources. Career growth, succession planning, and internal equity were recurring themes, with employees desiring clearer progression paths and recognition for expanded duties.

Some of the comments provided when asking why attendees initially sought employment with Fair Oaks Ranch included:

- *“Heard about the good people that work here.”*
- *“Feels like family here.”*
- *“Employee appreciation here is unmatched.”*
- *“Management treats employees well.”*

2.2 CLASSIFICATION AND COMPENSATION FEEDBACK

Concerns around job titles and internal equity were frequently raised. Employees noted that certain positions, such as administrative clerks, utility clerks, and maintenance technicians, carry very different responsibilities despite being grouped into similar classifications. Others, such as IT and communications roles, were said to have evolved significantly beyond the scope described in their original job descriptions. Supervisors in many areas were described as working managers, responsible not only for overseeing day-to-day operations but also for carrying significant administrative, project management, and budgetary responsibilities. Employees expressed concern that compensation has not kept pace with these expanded roles, leaving supervisory salaries misaligned with the level of responsibility required. One comment received seemed to summarize the opportunity related to classification and internal equity improvements, *“The job descriptions are written to a lower end and the expectation is much higher than what is stated. The compensation doesn’t translate.”*

On compensation, employees generally felt that the City lags key competitors in the region. Several participants noted that comparable positions in nearby jurisdictions often command higher pay, making it difficult for Fair Oaks Ranch to remain competitive in the labor market. Employees expressed concern that while the City offers meaningful work and a supportive environment, salaries do not always reflect the scope of responsibilities or the experience required to perform effectively.

Another recurring theme pertains to pay compression and limited opportunities for progression. This was more pronounced for employees with advanced skills or tenure who felt their compensation did not keep pace or align with their contributions. Many suggested the introduction of incentives tied to certifications, licenses, and specialized expertise as a way to recognize professional development and encourage retention.

Employees also raised concerns that in some cases, the level of responsibility and complexity of work had outgrown the associated pay range, leading to a sense that compensation has not kept pace with the evolving demands of certain roles.

2.3 BENEFITS FEEDBACK

Employees expressed satisfaction with the City’s health insurance and retirement offerings, noting that costs were relatively low and the retirement match was competitive. Several emphasized that the five-year vesting schedule was particularly attractive. Fringe benefits, including certification classes and incentive pay for degrees or bilingual ability, were also valued.

Employees also identified areas for improvement. Several participants wanted the ability to contribute more toward retirement, accrue additional vacation or cash-out options, or use comp time in lieu of overtime. Requests were also made for expanded professional development benefits, including tuition reimbursement and additional incentives for advanced degrees or specialized skills

There seems to be a high level of trust among employees when discussing non-compensation and compensation-related benefits. One attendee stating that, *“HR does a good job to keep the costs low”* and *“Cost for insurance is minimal compared to other cities for family and individual.”* High levels of trust and open communication are key identifiers for organizations with a great culture. Fair Oaks could leverage the employee perception of market leading benefits to improve recruitment and retention by creating a total compensation framework that places Fair Oaks at a higher percentile of the market. The competitive advantage that market leading benefits provides should not be eroded by using benefits as the justification to pay a less than market wage.

2.4 RECRUITMENT AND RETENTION CHALLENGES

Recruitment and retention challenges were a recurring theme across all focus groups. Long-term vacancies and staffing shortages in certain areas left employees feeling stretched too thin, often without sufficient time or resources to complete their work effectively. The most commonly mentioned classifications with high turnover rates or long-term vacancies occurred in the areas of:

- maintenance;
- utility;
- water/wastewater technicians; and
- police.

Employees felt that some of these challenges were tied to the lack of advancement opportunities within certain job families, resulting in flat career structures that hinder motivation and long-term retention. Employees also emphasized that the high cost of housing in Fair Oaks Ranch prevents most staff from living within the community they serve, underscoring the need for competitive salaries and benefits to attract and retain talent. Several noted that it is difficult to justify commuting past neighboring jurisdictions offering higher wages for similar work. The local competition places the City at a disadvantage in both recruitment and retention efforts.

Participants offered that the City’s strongest competitors for talent include nearby jurisdictions such as Boerne, Kendall County, Leon Valley, San Marcos, New Braunfels, as well as utilities such as the San Antonio Water System, and other growing regional cities and counties. Employees stated that these organizations offer more competitive pay, specialized roles, or more robust advancement opportunities, making it challenging for Fair Oaks Ranch to compete for experienced candidates.

2.5 KEY ISSUES FOR THE STUDY

At the conclusion of each focus group, participants were asked to identify their top three priorities for the study. This exercise helped clarify the areas where employees believe the City would benefit most from targeted recommendations. Across groups, several consistent themes emerged:

- **Competitive Pay:** Compensation should be brought in line with surrounding jurisdictions to support recruitment and retention.
- **Career Progression:** Development of structured career paths and succession plans to provide clarity for advancement. This is especially important for classification families that require desirable industry certifications and licensure essential to service delivery for Fair Oaks Ranch.
- **Certification Pay:** Recognition for professional licenses and certifications, particularly in maintenance, public works, and utilities.
- **Internal Equity:** Reclassification of positions and review of job titles to align duties with expectations and ensure fairness across roles.
- **Workload Balance/Staffing Levels:** Addressing hybrid roles and increasing specialization where feasible to prevent burnout and enhance service delivery.

2.6 SUMMARY

The outreach sessions revealed that Fair Oaks Ranch employees are deeply committed to their work, value the supportive culture, and appreciate the benefits provided by the City. At the same time, there are pressing concerns around pay competitiveness, career advancement, staffing levels, and internal equity that must be addressed to sustain morale and retain talent.

The concerns expressed and reported above are not unique to the City; similar issues are commonly found in many organizations. What sets the City apart, however, is its commitment to actively seeking employee input and feedback regarding its compensation and classification system. This commitment reflects a meaningful step toward ensuring that the City's practices are equitable, competitive, and responsive to employee needs.

The feedback gathered through this employee outreach process provided valuable insight into the current environment and employee perceptions. These perspectives were carefully considered in the subsequent phases of the study and informed the detailed analyses and recommendations presented in the following chapters.

EVERGREEN SOLUTIONS, LLC

Chapter 3 – Assessment of Current Conditions

The purpose of this chapter is to provide a descriptive analysis of the compensation and classification system in place at the City at the start of this study. The assessment is divided into the following sections:

- 3.1 Analysis of Pay Plans
- 3.2 Grade Placement Analysis
- 3.3 Quartile Analysis
- 3.4 Compression Analysis
- 3.5 Summary

This chapter presents a point-in-time analysis based on employee data collected in **April 2025**. It establishes the foundation and baseline for identifying trends, informing and shaping the recommendations in **Chapter 6**. While not a definitive assessment of the City's evolving compensation practices, it offers insights into the structure and methods in place at the study's outset, highlighting key areas for further review and potential improvement.

3.1 ANALYSIS OF PAY PLANS

The purpose of analyzing the pay plans used within the City is to help gain an overview of the compensation philosophy as it existed when the study began. The City had a system in place that categorized classifications by level and type of work. This system used alpha-numeric and numeric pay grades to represent classifications of varying level and responsibility. For the purpose of this report, the various pay plans are being included together in the analysis to provide a wholistic look at the pay ranges available to employees. **Exhibit 3A** displays the City's pay plans summarized for ease of comparison. The exhibit provides the pay plan name; lists each pay grade on the plan; the value of each pay grade at minimum, midpoint, and maximum; the range spread for each pay grade – which is a measure of the distance between the minimum and maximum of the grade; the midpoint progression between grades; and the number of employees per pay grade.

The City maintains a broad 56-grade pay structure; however, only 50 percent of the grades are currently populated, with 80 employees distributed across 28 grades. The pay range spreads fall between 37.8 - 52.2 percent. Pay grades 12, 13, 19, 24, 31, 32, 34, 45, PD62184, PD82080, and PD92080 only have one employee, while pay grade 14 contains the most employees with 15.

EXHIBIT 3A PAY PLAN SUMMARY

Pay Plan	Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression	Employees
Civilian	12	\$ 35,464	\$ 44,720	\$ 53,976	52%	-	1
Civilian	13	\$ 37,273	\$ 46,301	\$ 55,328	48%	4%	1
Civilian	14	\$ 39,166	\$ 49,379	\$ 59,592	52%	7%	15
Civilian	16	\$ 43,222	\$ 53,695	\$ 64,168	48%	9%	4
Civilian	17	\$ 45,406	\$ 56,410	\$ 67,413	48%	5%	4
Civilian	18	\$ 47,715	\$ 59,270	\$ 70,824	48%	5%	2
Civilian	19	\$ 50,128	\$ 62,265	\$ 74,402	48%	5%	1
Civilian	20	\$ 52,666	\$ 65,416	\$ 78,166	48%	5%	2
Civilian	21	\$ 55,328	\$ 68,723	\$ 82,118	48%	5%	2
Civilian	22	\$ 58,136	\$ 72,207	\$ 86,278	48%	5%	3
Civilian	23	\$ 61,090	\$ 75,868	\$ 90,646	48%	5%	2
Civilian	24	\$ 64,168	\$ 79,706	\$ 95,243	48%	5%	1
Civilian	25	\$ 67,413	\$ 83,730	\$ 100,048	48%	5%	3
Civilian	26	\$ 70,824	\$ 87,963	\$ 105,102	48%	5%	4
Civilian	27	\$ 74,402	\$ 92,404	\$ 110,406	48%	5%	3
Civilian	31	\$ 90,464	\$ 112,489	\$ 134,514	49%	22%	1
Civilian	32	\$ 95,243	\$ 118,290	\$ 141,336	48%	5%	1
Civilian	34	\$ 105,102	\$ 130,551	\$ 156,000	48%	10%	1
Civilian	35	\$ 110,406	\$ 137,155	\$ 163,904	48%	5%	2
Civilian	37	\$ 121,024	\$ 150,971	\$ 180,918	49%	10%	2
Civilian	40	\$ 141,336	\$ 175,562	\$ 209,789	48%	16%	2
Civilian	45	\$ 180,918	\$ 224,723	\$ 268,528	48%	28%	1

Pay Plan	Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression	Employees
Non-Civilian	PD62080	\$ 59,842	\$ 71,177	\$ 82,512	38%	-	3
Non-Civilian	PD62184	\$ 59,842	\$ 71,177	\$ 82,512	38%	0%	11
Non-Civilian	PD72184	\$ 67,726	\$ 80,535	\$ 93,344	38%	13%	2
Non-Civilian	PD82080	\$ 80,742	\$ 96,020	\$ 111,297	38%	19%	1
Non-Civilian	PD82184	\$ 80,742	\$ 96,020	\$ 111,297	38%	0%	4
Non-Civilian	PD92080	\$ 89,238	\$ 106,121	\$ 123,003	38%	11%	1

Comparing the summary data in **Exhibit 3A** to best practices, the following observations can be made regarding the City's pay plans.

- The City's average salary range spread for the civilian plan is 48 percent and for the non-civilian plan its 38 percent. While this is narrow compared to broader public sector norms, they may not differ significantly from peers in the local market. This provides context that the Town's structure, while conservative, may be consistent with municipalities in close proximity.
- Based on a comparison of the civilian pay plan to the employee data, it was observed that multiple pay grades are not currently utilized. Among the occupied grades, Pay Grade 14 contains the largest concentration of employees, with 15 incumbents, while nine pay grades have only a single incumbent. The non-civilian pay plan includes five

pay grades with differing hourly rates depending on annual hours (2080 or 2184). Within this plan, the majority of employees are placed in Pay Grade PD6/2184 hours.

- The minimum of the pay grades utilized is \$35,464 while the maximum of the utilized pay grades is \$275,246.40 at step 18. The City's minimum rate is \$17.05 per hour.
- The City utilizes a step plan system for both its civilian and non-civilian pay plans. A step plan is defined by a structured pay schedule in which employees advance through predetermined salary increments, typically based on tenure, performance, or a combination of both. The civilian pay plan includes 18 steps, and the non-civilian pay plan includes 14 steps.

3.2 GRADE PLACEMENT ANALYSIS

The Grade Placement Analysis evaluates how employee salaries are distributed across pay grades to identify potential challenges with salary progression, turnover, or market competitiveness. Clustering at the lower end may suggest limited progression or high turnover, while clustering at the upper end may indicate long tenure, experienced employees or outdated pay ranges. The analysis considers employee placement relative to the range minimums, midpoints, and maximums, and includes only pay grades with active incumbents.

Exhibit 3B displays the percentage and number of employees compensated at their pay grade minimum and pay grade maximum. The percentages presented are based on the total number of employees in that grade. As can be seen in the exhibit, 3.8 percent (three total) of all employees are compensated at their pay grade's minimum. The same percentage of employees, 3.8 percent (three total), are compensated at their pay grade's maximum.

EXHIBIT 3B
EMPLOYEES AT MINIMUM AND MAXIMUM BY GRADE

Pay Plan	Grade	Employees	# at Min	% at Min	# at Max	% at Max
Civilian	12	1	0	0.0%	0	0.0%
	13	1	0	0.0%	0	0.0%
	14	15	2	13.3%	0	0.0%
	16	4	0	0.0%	0	0.0%
	17	4	0	0.0%	0	0.0%
	18	2	0	0.0%	0	0.0%
	19	1	0	0.0%	0	0.0%
	20	2	0	0.0%	0	0.0%
	21	2	0	0.0%	0	0.0%
	22	3	0	0.0%	0	0.0%
	23	2	0	0.0%	0	0.0%
	24	1	0	0.0%	0	0.0%
	25	3	0	0.0%	0	0.0%
	26	4	0	0.0%	1	25.0%
	27	3	0	0.0%	0	0.0%
	31	1	0	0.0%	0	0.0%
	32	1	0	0.0%	0	0.0%
	34	1	0	0.0%	0	0.0%
	35	2	0	0.0%	1	50.0%
	37	2	0	0.0%	0	0.0%
	40	2	0	0.0%	0	0.0%
	45	1	0	0.0%	0	0.0%
Non-Civilian	PD62080	3	0	0.0%	0	0.0%
	PD62184	11	1	9.1%	1	9.1%
	PD72184	2	0	0.0%	0	0.0%
	PD82080	1	0	0.0%	0	0.0%
	PD82184	4	0	0.0%	0	0.0%
	PD92080	1	0	0.0%	0	0.0%
Total		80	3	3.8%	3	3.8%

In addition to evaluating the number of employees at pay range minimum and maximum, an analysis was conducted to assess employee distribution relative to the midpoint of each pay grade. As shown in **Exhibit 3C**, 90 percent of City employees (72 individuals) are compensated below their pay grade midpoint, while only 10 percent (8 individuals) are compensated above. This distribution highlights a significant concentration of employees on the lower end of their respective salary ranges

EXHIBIT 3C
EMPLOYEES ABOVE AND BELOW MIDPOINT BY PAY GRADE

Pay Plan	Grade	Employees	# < Mid	% < Mid	# > Mid	% > Mid
Civilian	12	1	1	100.0%	0	0.0%
	13	1	1	100.0%	0	0.0%
	14	15	15	100.0%	0	0.0%
	16	4	4	100.0%	0	0.0%
	17	4	4	100.0%	0	0.0%
	18	2	1	50.0%	1	50.0%
	19	1	0	0.0%	1	100.0%
	20	2	2	100.0%	0	0.0%
	21	2	1	50.0%	1	50.0%
	22	3	3	100.0%	0	0.0%
	23	2	2	100.0%	0	0.0%
	24	1	1	100.0%	0	0.0%
	25	3	3	100.0%	0	0.0%
	26	4	3	75.0%	1	25.0%
	27	3	2	66.7%	1	33.3%
	31	1	1	100.0%	0	0.0%
	32	1	1	100.0%	0	0.0%
	34	1	1	100.0%	0	0.0%
	35	2	1	50.0%	1	50.0%
	37	2	2	100.0%	0	0.0%
	40	2	2	100.0%	0	0.0%
	45	1	1	100.0%	0	0.0%
Non-Civilian	PD62080	3	2	66.7%	1	33.3%
	PD62184	11	10	90.9%	1	9.1%
	PD72184	2	2	100.0%	0	0.0%
	PD82080	1	1	100.0%	0	0.0%
	PD82184	4	4	100.0%	0	0.0%
	PD92080	1	1	100.0%	0	0.0%
Total		80	72	90.0%	8	10.0%

3.3 QUARTILE ANALYSIS

The last part of the Grade Placement Analysis is a detailed look at how salaries are distributed through pay grades, through a quartile analysis. This analysis divides each pay grade into four segments of equal width, called quartiles. The quartiles represent 25 percent segments of the pay range. Employees are assigned to a quartile within their pay range based on their current salary.

The quartile analysis identifies where employee salaries are clustered within each pay range and examines the relationship between salary placement and organizational tenure. While not conclusive on its own, this analysis, when considered alongside market data and

employee feedback, provides valuable insight into potential underlying inefficiencies within the City's current compensation and classification structure.

Exhibit 3D shows the number of employees that are in each quartile of each grade, as well as the average overall tenure (i.e. how long an employee has worked for the City) by quartile. Overall, data show that 65.0 percent of employees fall into Quartile 1 of their respective grade; 25.0 percent fall into Quartile 2; 5.0 percent fall into Quartile 3; and 5.0 percent fall into Quartile 4. While this distribution does not lead to a conclusion, data for average tenure does lead to determinations on the relationship between tenure and salary.

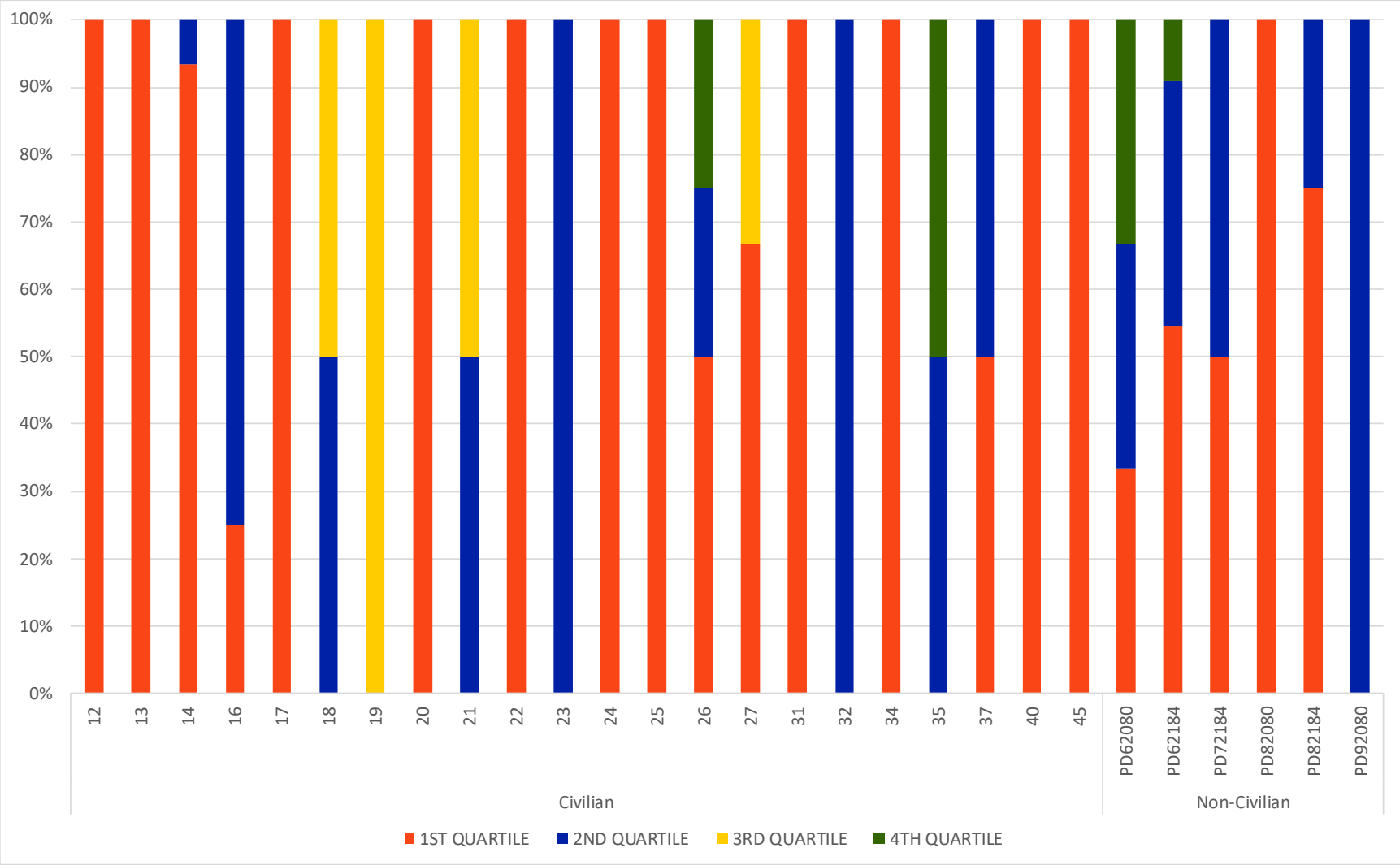
Specifically, overall average tenure is relatively low at 4.5 years. Tenure generally increases as quartile increases; the average tenure in Quartile 1 is 3.5 years; in Quartile 2 is 5.3 years; in Quartile 3 is 11.6 years; and in a slight dip in Quartile 4 with 7.4 years. This indicates that employees are moved through their pay grades equitably, or at the very least a positive linear relationship exists between tenure and pay.

Exhibit 3E displays a graphical representation of the data contained in **Exhibit 3D**. Each pay grade is divided into up to four sections representing the percentage of employees, in that pay grade, who belong in each quartile.

EXHIBIT 3D
QUARTILE ANALYSIS AND TIME WITH THE ORGANIZATION

Pay Plan	GRADE	Total Employees	Average Tenure	1st Quartile		2nd Quartile		3rd Quartile		4th Quartile	
				# Employees	Avg Tenure	# Employees	Avg Tenure	# Employees	Avg Tenure	# Employees	Avg Tenure
Civilian	12	1	6.0	1	6.0	0	-	0	-	0	-
	13	1	0.1	1	0.1	0	-	0	-	0	-
	14	15	1.0	14	0.9	1	1.9	0	-	0	-
	16	4	6.4	1	1.7	3	8.0	0	-	0	-
	17	4	3.4	4	3.4	0	-	0	-	0	-
	18	2	6.2	0	-	1	3.0	1	9.4	0	-
	19	1	5.3	0	-	0	-	1	5.3	0	-
	20	2	2.6	2	2.6	0	-	0	-	0	-
	21	2	9.7	0	-	1	3.1	1	16.3	0	-
	22	3	0.5	3	0.5	0	-	0	-	0	-
	23	2	5.1	0	-	2	5.1	0	-	0	-
	24	1	0.5	1	0.5	0	-	0	-	0	-
	25	3	2.7	3	2.7	0	-	0	-	0	-
	26	4	7.1	2	10.1	1	3.0	0	-	1	5.3
	27	3	7.9	2	4.1	0	-	1	15.4	0	-
	31	1	21.5	1	21.5	0	-	0	-	0	-
	32	1	1.3	0	-	1	1.3	0	-	0	-
	34	1	6.0	1	6.0	0	-	0	-	0	-
	35	2	4.8	0	-	1	6.1	0	-	1	3.6
	37	2	4.0	1	7.8	1	0.2	0	-	0	-
	40	2	13.7	2	13.7	0	-	0	-	0	-
	45	1	3.3	1	3.3	0	-	0	-	0	-
Non-Civilian	PD62080	3	7.0	1	2.2	1	5.6	0	-	1	13.2
	PD62184	11	3.3	6	1.5	4	5.0	0	-	1	7.3
	PD72184	2	5.1	1	4.0	1	6.3	0	-	0	-
	PD82080	1	5.1	1	5.1	0	-	0	-	0	-
	PD82184	4	6.6	3	5.2	1	10.7	0	-	0	-
	PD92080	1	9.7	0	-	1	9.7	0	-	0	-
Overall	-	80	4.5	52	3.5	20	5.3	4	11.6	4	7.4

EXHIBIT 3E
QUARTILE PLACEMENT BY PAY GRADE



Studying the data from the following exhibits can reveal certain patterns. One observation is the percentage of Quartiles is generally consistent through the grades of a given pay plan. However, as evidenced in **Exhibit 3C and 3D**, the majority of employees are in Quartiles 1 and 2, below the range midpoint. There is no conclusive reason why this has occurred; however, a likely explanation is that employee salary increases have coincided with cost-of-living adjustments, with both being applied at similar percentage levels. This maintains the employee's salary in relation to the range minimum as both the plan and salary increased. This could also be the result of a workforce with relatively low tenure due to the recent hiring of new employees. The city average tenure is 4.5 years, which given a 30-year parity would have most employees in the first quartile on a tenure basis. It is impossible to determine why this pattern is occurring without more data.

3.4 COMPRESSION ANALYSIS

Pay compression can be defined as the lack of variation in salaries between employees with significantly different levels of experience and responsibility. Compression can be seen as a threat to internal equity and morale. Two common types of pay compression can be observed when the pay of supervisors and their subordinates are too close, or the pay of highly tenured staff and newly hired employees in the same job are too similar.

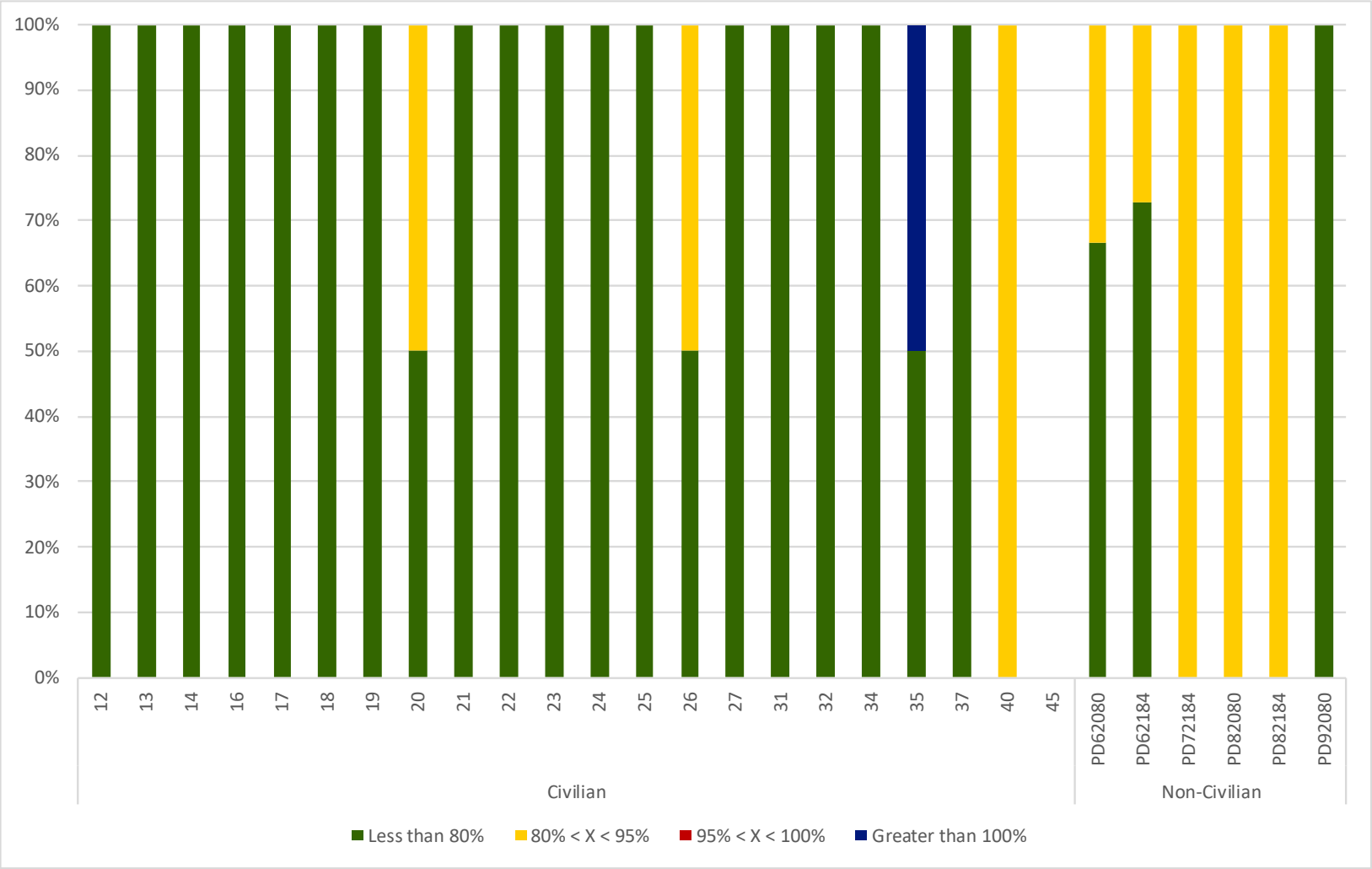
According to the Society for Human Resources Management (SHRM), specific examples of actions that may cause pay compression include the following:

- Reorganizations change peer relationships and can create compression if jobs are not reevaluated.
- In some organizations, certain departments or divisions may be relatively liberal with salary increases, market adjustments, and promotions—while others are not.
- Some employers have overlooked their Human Resources policies designed to regulate pay, paying new hires more than incumbents for similar jobs under the mantra of “paying what it takes to get the best talent.”
- Many organizations have found it easy to hire people who had already done the same work for another organization, eliminating the need for training. Rather than hiring individuals with high potential and developing them for the long term, they have opted for employees who could “hit the ground running”—regardless of their potential.

Exhibit 3F indicates the ratio of direct report to supervisor salaries by grade graphically and **Exhibit 3G** displays these results numerically. Employees were grouped into categories reflecting whether their actual salary was less than 80 percent, less than 95 percent, or greater than 95 percent of their supervisor's salary. Less than 80 percent would indicate that the ratio of an employee's salary to his supervisor's salary would yield a result of less than 0.8. For example, an employee with a salary of \$79,000.00 and a supervisor with a salary of \$100,000.00 would yield a ratio of 0.79 and be placed into the Less than 80 percent category.

An analysis of the data reveals that while most positions in the City are appropriately aligned, with no significant evidence of compression between employee and supervisor salaries, there is one instance where an employee's salary exceeds 100 percent of their supervisor's pay. Anywhere blue or red appears on **Exhibit 3F** is somewhere that warrants an examination of supervisor vs. employee salary.

EXHIBIT 3F
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE



**EXHIBIT 3G
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE**

Pay Plan	Grade	Less than 80%	80% < X < 95%	95% < X < 100%	Greater than 100%
Civilian	12	1	0	0	0
	13	1	0	0	0
	14	12	0	0	0
	16	4	0	0	0
	17	4	0	0	0
	18	2	0	0	0
	19	1	0	0	0
	20	1	1	0	0
	21	2	0	0	0
	22	3	0	0	0
	23	2	0	0	0
	24	1	0	0	0
	25	3	0	0	0
	26	2	2	0	0
	27	3	0	0	0
	31	1	0	0	0
	32	1	0	0	0
	34	1	0	0	0
	35	1	0	0	1
	37	2	0	0	0
	40	0	2	0	0
	45	0	0	0	0
Non-Civilian	PD62080	2	1	0	0
	PD62184	8	3	0	0
	PD72184	0	2	0	0
	PD82080	0	1	0	0
	PD82184	0	4	0	0
	PD92080	1	0	0	0
Total	-	59	16	0	1

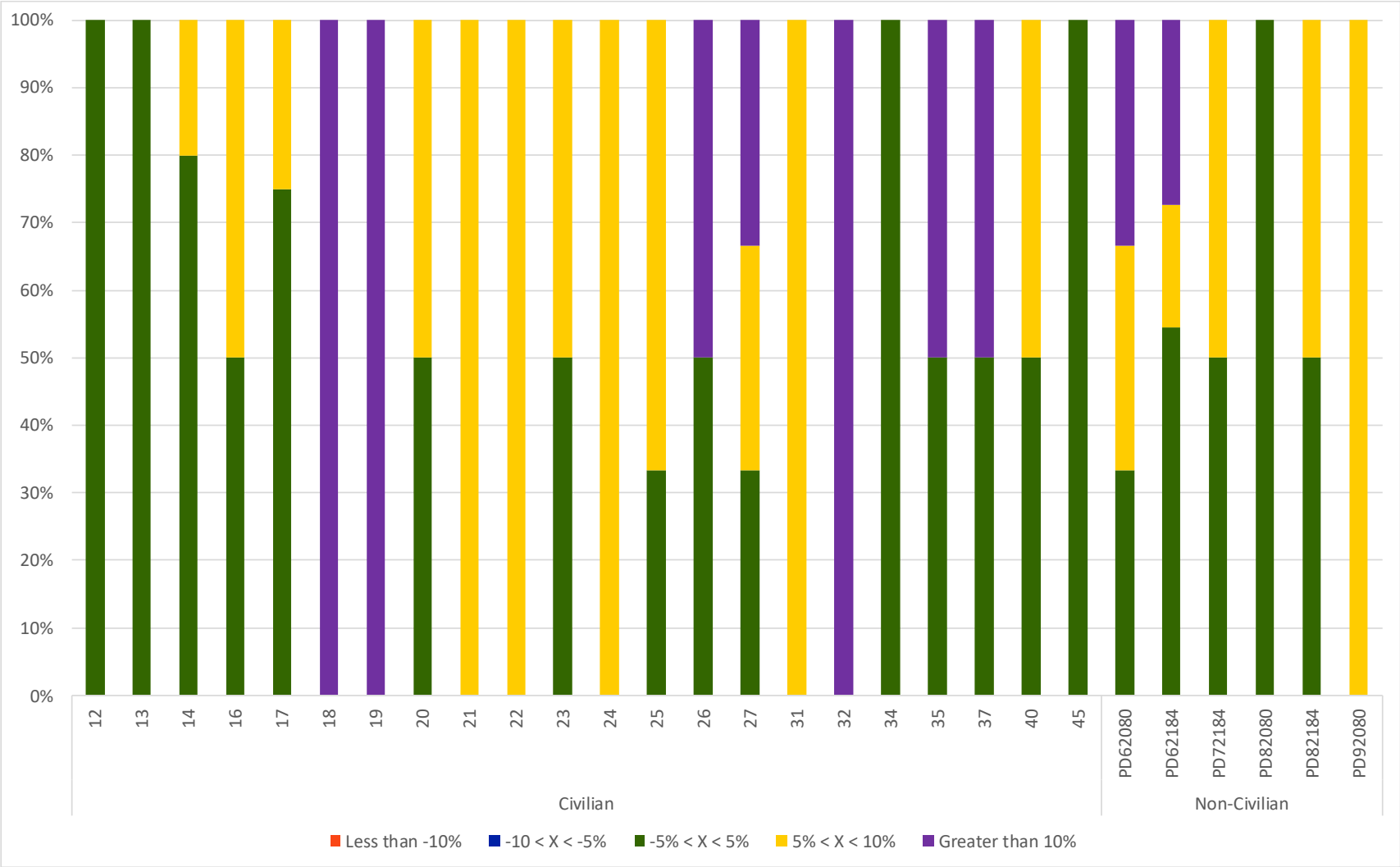
Exhibit 3H and **Exhibit 3I** showcase the actual vs. projected progression of City employees, sorted by pay grade. Progression is projected using a 30-year progression assumption for employees. For example, an employee who had worked at their position for 15 years would be projected to be at the grade midpoint, while an employee with 30 or more class years would be projected to be at the grade maximum. An important distinction between this compression table and the quartile analysis: this compression table utilizes class years, while the Quartile analysis uses tenure. Class years are differentiated from tenure by using the date an employee started working in their current classification as the start date, rather than initial hire date.

On **Exhibit 3I**, it is easy to discern that most City employees are progressed on par with or ahead of projected, based on their class years. The progression could be a function of a pay plan below market, requiring the City to advance employees more quickly through pay grades to maintain market competitiveness. However, it could just as easily be another indicator of employee advancement or high performance. This could also be an indication of a workforce that possesses value outside of their time spent with the City, such as additional education or experience. This may mean that the employee is hired above their “projected progression” based on class years alone. While the true explanation likely encompasses many of these factors, a definitive answer cannot be determined without more data.

EXHIBIT 3H
ACTUAL VS. PROJECTED PROGRESSION

Pay Plan	Grade	Less than -10%	-10 < X < -5%	-5% < X < 5%	5% < X < 10%	Greater than 10%
Civilian	12	0	0	1	0	0
	13	0	0	1	0	0
	14	0	0	12	3	0
	16	0	0	2	2	0
	17	0	0	3	1	0
	18	0	0	0	0	2
	19	0	0	0	0	1
	20	0	0	1	1	0
	21	0	0	0	2	0
	22	0	0	0	3	0
	23	0	0	1	1	0
	24	0	0	0	1	0
	25	0	0	1	2	0
	26	0	0	2	0	2
	27	0	0	1	1	1
	31	0	0	0	1	0
	32	0	0	0	0	1
	34	0	0	1	0	0
	35	0	0	1	0	1
	37	0	0	1	0	1
	40	0	0	1	1	0
	45	0	0	1	0	0
Non-Civilian	PD62080	0	0	1	1	1
	PD62184	0	0	6	2	3
	PD72184	0	0	1	1	0
	PD82080	0	0	1	0	0
	PD82184	0	0	2	2	0
	PD92080	0	0	0	1	0
Total	-	0	0	41	26	13

EXHIBIT 3I
ACTUAL VS. PROJECTED PROGRESSION



3.5 CLASSIFICATIONS

The City's current classification structure provides the foundation for organizing its workforce, defining roles and responsibilities, and supporting consistent personnel practices. Classifications serve as the framework for recruiting, compensation, performance management, and career progression by grouping similar duties and responsibilities under standardized titles. This initial analysis establishes a baseline understanding of how positions are currently defined and utilized, when paired with the job assessment analysis, will inform recommendations for updates to the class plan.

As shown in **Exhibit 3J**, based on the provided employee data set, the City is currently utilizing 49 classifications.

**EXHIBIT 3J
UTILIZED CLASSIFICATIONS**

Classification	Classification
Accountant I	Human Resources Generalist
Accounting Manager	Infrastructure Inspector
Administrative Assistant	IT Manager
Administrative Clerk	IT Network Specialist
Administrative Clerk-Temp/PT	Maintenance Lead
Administrative Support Special	Maintenance Supervisor
Animal Services Officer	Maintenance Technician
Assistant City Manager	Manager of Engineering Service
Assistant Director of Public Works	Mechanic
Building Inspector	Multimedia Comms. Officer
Building Official	Payroll & AP Specialist
Chief of Police	Police Corporal
City Manager	Police Officer
City Planner	Police Sergeant
City Secretary	Procurement Manager
Civilian Investigator	Project Manager
Code Compliance Officer	School Resource Officer
Court Administrator	Utilities Clerk
Court Clerk	Utility Technician
Custodian/Maintenance Worker	Wastewater Supervisor
Deputy City Secretary	Water Supervisor
Director of Finance	Water/Wastewater Operator I
Director of HR & Communication	Water/Wastewater Operator II
Director of Public Works & Engineering	Water/Wastewater Operator III
GIS Technician	

As of April 2025, the data shows that employees are distributed across 11 departments, reflecting a wide range of operational and administrative functions. As shown in **Exhibit 3K**, the City employed 80 staff members classified into 52 positions. Public Safety represents the

largest share of the workforce, accounting for over one-third (36.3 percent) of all employees, followed by Utilities (17.5 percent) and Maintenance (11.3 percent). Smaller support functions, such as the City Secretary, Municipal Court, and Information Technology, account for fewer than three percent of employees each. This distribution highlights the City's staffing emphasis on service delivery functions while maintaining lean administrative and support operations.

**EXHIBIT 3K
EMPLOYEE DISTRIBUTION BY DEPARTMENT**

Department	Employees	Classes	% of Total
Administration	5	4	6.3%
Building Codes	4	4	5.0%
City Secretary	2	2	2.5%
Engineering Services	6	6	7.5%
Finance	5	5	6.3%
Human Resources & Communications	3	3	3.8%
Information Technology	2	2	2.5%
Maintenance	9	5	11.3%
Municipal Court	1	1	1.3%
Public Safety	29	12	36.3%
Utilities	14	8	17.5%
Total	80	52*	100.0%

**Exceeds the reported 49 classifications due to the same titles used in multiple areas*

During outreach, employees shared that they would like to have additional opportunities to grow in their chosen career. It does appear that career ladders exist in specific areas, e.g. Public Safety and Utilities and Maintenance. Public Safety is the largest department (29 employees, 12 classes) and has a natural progression built into its rank structure. This type of class structure supports career development and retention, and it appears to be the clearest example of tiered advancement in the plan. The areas of Utilities and Maintenance also show a range of operational classes (e.g., Utility Technician, Wastewater Operator II/III, Maintenance Technician/Lead/Supervisor), which provide employees opportunities to move up in skill and responsibility without leaving their department.

However, there does appear to be some limitations in administrative and professional support roles with no defined I/II/III or specialist to supervisor type of progressions. The same limitations are observed in both HR and IT.

Employee concerns about limited growth are reflected in the City's current structure. However, given the City's size and organizational structure, a multi-tiered class plan across all departments is likely not warranted.

3.6 SUMMARY

There were many observations made with respect to the City's compensation system in place at the beginning of the study.

- While the City's average salary range spread of 48 percent for the civilian plan appears narrow compared to broader public sector norms, it does not differ significantly from peers in the local market. This provides context that the City's structure, while conservative, may be consistent with municipalities in close proximity. The non-civilian plan has a salary range of 38 percent; this narrow range is not uncommon in public safety.
- The City maintains a broad 56-grade pay structure; however, only 50 percent of the grades are currently utilized. This may reflect an original structure that was more classification based but has resulted in the underutilization of the plan. The City may wish to consolidate the pay plan to have a structure that better aligns with best practices.
- Most employees are compensated within ten percent of their anticipated salary based on a 30-year progression model; indicating that overall pay levels are generally consistent with what the model would predict.
- The employees' overall average tenure is 4.5 years, and approximately 90 percent of employees are compensated below the midpoint of their assigned pay grade. This typically indicates a relatively younger workforce, periods of turnover, loss of a long tenured cohort, or a pay structure designed with a lengthy progression.
- Nearly two-thirds of employees (65.0 percent) are in Quartile 1 of their pay grade. This aligns with the earlier observation regarding employee distribution and suggests a workforce characterized by relatively high turnover and/or recent expansion that has required a significant number of new hires. Further analysis is necessary to determine the underlying cause of this imbalance.
- Most City employees are paid less than 80.0 percent of their supervisors' salaries. This is a good indication that there are not widespread salary compression issues between employees and their supervisors.
- The City's current classification structure reflects its small size and lean staffing model, with clear career paths in Public Safety, Utilities, and Maintenance but limited advancement opportunities in most administrative and professional support roles. Further discussions with City leadership are necessary to determine what adjustments, if any, are warranted once the job assessment is completed.

This analysis acts as a starting point for the development of recommendations in subsequent chapters of this report. Paired with market data, Evergreen can make recommendations that will ensure that the City's compensation system is structurally sound in terms of best practice, competitive with the market, and treats all employees equitably moving forward.

EVERGREEN SOLUTIONS, LLC

Chapter 4 – Market Summary

The purpose of the market summary chapter is to benchmark the City's compensation practices against that of its market peers; to establish how competitive the City is with the market. To complete this market study, Evergreen compared pay ranges of select benchmark positions that the City possesses against the compensation of positions performing those same duties within peer organizations. By aggregating the differences in pay ranges across all the positions, a reasonable determination is made as to the City's competitive position within the market.

It is important to note that individual salaries are not analyzed in this methodology, since individual compensation can be affected by several variables such as experience and job performance. For this reason, Evergreen looked at average pay ranges across the entire classification to make the most accurate comparison. The results of this market study should be considered reflective of the current state of the market at the time of this study; however, market conditions can change rapidly. Consequently, it is necessary to conduct market surveys of peer organizations at regular intervals for an organization to consistently monitor its position within the market. Furthermore, the market results detailed in this chapter provide a foundation for understanding the City's overall structural standing in the market, and the rates reflected in this chapter, while an important factor, are not the sole determinant for how classifications were placed into the proposed salary ranges outlined in **Chapter 6**.

Evergreen conducted a comprehensive market salary survey for the City, which included soliciting 20 target peer organizations (19 cities and one county), approved by City Council, for 49 benchmark positions. Of the 20 total organizations contacted, 16 responded and provided data for the benchmark positions. Target peers were selected based on a few factors, including geographic proximity, number of residents and employees, operating budget, total tax rate, per capita income and identity. Target organizations were also identified for their competition with the City for employee recruitment and retention efforts. The list of targets that provided data for the purpose of this study are included in **Exhibit 4A**.

**EXHIBIT 4A
RESPONDENT MARKET PEERS**

Respondent Organizations
Alamo Heights
Bee Cave
Boerne
Bulverde
Flower Mound
Heath
Helotes
Kyle
New Braunfels
San Antonio
San Marcos
Schertz
Seguin
Selma
Shavano Park
Southlake
Terrell Hills
Trophy Club
University Park
Kendall County

Because the data collected for the market summary was from various regions, it was necessary to adjust peer responses relative to the City based on cost-of-living. For all organizations that fell outside the City's immediate region, a cost-of-living adjustment was applied to the reported pay ranges to ensure a market average was attained in terms of the spending power an employee would have in the City's local area. Evergreen utilizes cost-of-living index information from the Council for Community and Economic Research. The cost-of-living index figures for the City and each of the respondent market peers are in **Exhibit 4B**.

EXHIBIT 4B
RESPONDENTS WITH COST-OF-LIVING ADJUSTMENTS

Organization	Cost of Living
City of Fair Oaks Ranch, TX	100.1
Alamo Heights	100.1
Bee Cave	106.6
Boerne	111.0
Bulverde	111.0
Flower Mound	104.0
Heath	103.2
Helotes	100.1
Kyle	94.8
New Braunfels	98.9
San Antonio	100.1
San Marcos	94.8
Schertz	96.0
Seguin	96.0
Selma	100.1
Shavano Park	100.1
Southlake	111.0
Terrell Hills	100.1
Trophy Club	101.5
University Park	109.2
Kendall County	111.0

4.1 MARKET DATA

The results of the market study are displayed in **Exhibit 4C**, which includes the benchmark job titles and the market average salaries for each position at the minimum, midpoint, and maximum points of the pay ranges. Also included within the exhibit are the percentage differentials of the City's pay ranges at each respective point, relative to the market average pay. A positive percent differential is indicative of the City's pay range exceeding that of the average of its market peers; alternatively, a negative percent differential indicates the City's compensation for a given position lagging behind the average of its peers. For those classifications where no differential is shown, this is due to the City not possessing a pay range for comparison to the market. The exhibit also includes the average pay range for the market respondents for each position, as well as how many responses each benchmark received.

While all benchmarks are included in the survey, not every peer organization possesses an appropriate match. Consequently, the benchmarks receive varying levels of response. For this study, any position that would have received fewer than five matches from market peers would not be considered in establishing the City's competitive position. The rationale behind those exclusions is that insufficient response can lead to unreliable averages that may skew the aggregated data, blurring the reality of the City's actual position in the market. Of the 49 positions surveyed, 50 met the criteria for inclusion and none were excluded.

EXHIBIT 4C

MARKET SURVEY RESULTS

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
		Average	% Diff	Average	% Diff	Average	% Diff		
1	Accountant I	\$58,184.77	-0.1%	\$70,606.15	2.2%	\$83,027.52	3.8%	42.9%	8.0
2	Accounting Manager	\$86,183.33	-15.8%	\$105,878.04	-14.6%	\$125,572.75	-13.7%	46.0%	6.0
3	Administrative Assistant	\$41,886.24	3.1%	\$50,520.83	5.9%	\$59,155.42	7.8%	41.3%	12.0
4	Administrative Clerk	\$38,648.10	1.3%	\$45,776.10	7.3%	\$52,904.10	11.2%	36.8%	9.0
5	Administrative Clerk-Temp/PT	\$38,214.06	2.4%	\$45,125.04	8.6%	\$52,036.02	12.7%	36.1%	9.0
6	Administrative Support Specialist	\$42,237.94	2.3%	\$50,960.85	5.1%	\$59,683.75	7.0%	41.4%	12.0
7	Animal Services Officer	\$41,528.66	-11.4%	\$49,864.13	-7.7%	\$58,199.61	-5.2%	40.2%	11.0
8	Assistant City Manager	\$134,579.12	4.8%	\$166,823.11	5.0%	\$199,067.10	5.1%	48.1%	10.0
9	Asst. Director of Public Works	\$114,517.75	-26.6%	\$142,073.64	-26.3%	\$169,629.53	-26.1%	48.4%	8.0
10	Building Inspector	\$52,086.30	1.1%	\$62,231.51	4.9%	\$72,376.72	7.4%	39.1%	12.0
11	Building Official	\$94,534.14	-27.1%	\$115,183.40	-24.7%	\$135,832.66	-23.0%	43.9%	8.0
12	Chief of Police	\$135,648.30	-12.1%	\$165,853.09	-9.9%	\$196,057.89	-8.4%	44.6%	9.0
13	City Manager	\$199,417.04	-10.2%	\$225,783.69	-0.5%	\$252,150.35	6.1%	26.5%	7.0
14	City Planner	\$64,370.85	4.5%	\$78,830.15	5.9%	\$93,289.45	6.8%	44.9%	7.0
15	City Secretary	\$88,362.90	-18.8%	\$105,348.09	-14.0%	\$122,333.28	-10.8%	38.5%	11.0
16	Civilian Investigator	\$75,977.40	-30.7%	\$87,711.22	-21.5%	\$99,445.04	-15.3%	30.8%	6.0
17	Code Compliance Officer	\$47,088.39	1.3%	\$56,780.32	4.2%	\$66,472.25	6.1%	41.3%	14.0
18	Court Administrator	\$73,298.87	-32.5%	\$90,740.66	-32.0%	\$108,182.46	-31.7%	47.7%	11.0
19	Court Clerk	\$42,798.06	1.0%	\$51,180.53	4.7%	\$59,563.01	7.2%	39.2%	12.0
20	Custodian/Maintenance Worker	\$36,119.09	-1.8%	\$43,214.40	3.4%	\$50,309.72	6.8%	39.5%	12.0
21	Deputy City Secretary	\$63,975.00	-27.6%	\$76,503.76	-22.9%	\$89,032.53	-19.7%	39.5%	8.0
22	Director of Finance	\$128,826.84	-6.4%	\$157,529.93	-4.3%	\$186,233.03	-2.9%	44.7%	13.0
23	Director of HR & Communication	\$124,535.20	-12.8%	\$153,634.15	-12.0%	\$182,733.11	-11.5%	46.9%	11.0
24	Director of Public Works & Eng	\$126,993.37	-15.0%	\$156,055.66	-13.8%	\$185,117.95	-12.9%	45.8%	14.0
25	GIS Technician	\$54,828.63	0.9%	\$67,025.80	2.5%	\$79,222.97	3.5%	44.6%	9.0
26	Human Resources Generalist	\$58,702.89	12.9%	\$71,250.73	14.9%	\$83,798.57	16.2%	42.9%	10.0
27	Infrastructure Inspector	\$57,432.54	6.0%	\$68,868.28	9.2%	\$80,304.02	11.4%	40.1%	10.0
28	Police Lieutenant	\$105,928.42	-18.7%	\$116,579.54	-9.9%	\$127,230.65	-3.4%	20.4%	8.0
29	Police Sergeant	\$90,004.56	-11.5%	\$100,198.28	-4.4%	\$110,391.99	0.8%	22.8%	14.0
30	IT Manager	\$89,741.77	14.6%	\$108,644.05	16.8%	\$127,546.34	18.2%	42.1%	9.0
31	IT Network Specialist	\$58,174.58	4.8%	\$70,392.43	7.2%	\$82,610.29	8.9%	42.1%	9.0
32	Maintenance Lead	\$48,671.36	-7.2%	\$58,034.11	-2.9%	\$67,396.86	0.0%	38.5%	11.0
33	Maintenance Supervisor	\$62,256.70	3.0%	\$75,162.58	5.7%	\$88,068.47	7.5%	41.5%	12.0
34	Maintenance Technician	\$40,299.10	-2.9%	\$47,902.80	3.0%	\$55,506.49	6.9%	37.7%	11.0
35	Manager of Engineering Service	\$98,612.93	-3.5%	\$119,791.80	-1.3%	\$140,970.66	0.3%	43.2%	6.0
36	Mechanic	\$46,080.16	12.5%	\$54,590.18	16.5%	\$63,100.20	19.3%	37.0%	8.0
37	Multimedia Comms. Officer	\$59,720.79	11.4%	\$72,640.26	13.2%	\$85,559.73	14.5%	43.5%	8.0
38	Payroll & AP Specialist	\$50,279.11	-10.7%	\$60,414.96	-7.1%	\$70,550.80	-4.7%	40.6%	12.0
39	Police Corporal	\$80,118.73	-18.3%	\$90,436.87	-12.3%	\$100,755.01	-7.9%	26.0%	5.0
40	Police Officer	\$66,756.45	-11.6%	\$77,629.38	-9.1%	\$88,502.31	-7.3%	32.4%	14.0
41	Police Sergeant	\$90,004.56	-11.5%	\$100,198.28	-4.4%	\$110,391.99	0.8%	22.8%	14.0
42	Procurement Manager	\$81,150.97	-14.6%	\$99,203.52	-12.8%	\$117,256.08	-11.6%	44.6%	8.0
43	Project Manager	\$76,816.77	-8.5%	\$92,956.05	-5.7%	\$109,095.33	-3.8%	42.1%	7.0
44	School Resource Officer	\$67,380.51	-12.6%	\$78,197.28	-9.9%	\$89,014.05	-7.9%	31.9%	11.0
45	Utilities Clerk	\$40,026.78	-2.2%	\$48,224.59	2.3%	\$56,422.40	5.3%	41.0%	9.0
46	Utility Technician	\$42,578.52	-8.7%	\$51,445.61	-4.2%	\$60,312.70	-1.2%	41.8%	9.0
47	Wastewater Supervisor	\$62,402.85	11.9%	\$75,983.02	13.6%	\$89,563.19	14.8%	43.7%	8.0
48	Water Supervisor	\$62,402.85	11.9%	\$75,983.02	13.6%	\$89,563.19	14.8%	43.7%	8.0
49	Water/Wastewater Operator II	\$47,395.53	-4.4%	\$58,214.81	-3.2%	\$69,034.09	-2.4%	45.9%	7.0
50	Water/Wastewater Operator III	\$51,012.63	-6.9%	\$62,570.91	-5.6%	\$74,129.18	-4.7%	45.7%	5.0
Overall Average			-5.8%		-2.4%		-0.1%	39.9%	9.6
Outliers Removed*			-5.8%		-2.4%		-0.1%	39.9%	9.6

4.2 SALARY SURVEY RESULTS

Market Minimums

It is important to assess where an organization is relative to its market minimum salaries, as they are the beginning salaries of employees with minimal qualifications for a given position. Organizations that are significantly below market may experience recruitment challenges with entry-level employees. As seen in **Exhibit 4C**, the City is currently 5.8 percent below the market average minimum, when considering positions with sufficient responses. The City's benchmark positions ranged from 32.5 percent below to 14.6 percent above the market minimum.

The following points are regarding the City's position relative to the market average minimum:

- Of the 49 benchmarked positions, 31 were below market, averaging 13.1 percent below. These 31 classifications represent 62.0 percent of the surveyed positions that met the criteria for inclusion.
- Of the 31 positions below market, 11 were more than 15 percent below the average market minimum. These positions are displayed in **Exhibit 4D**.

EXHIBIT 4D CLASSIFICATIONS MORE THAN 15 PERCENT BELOW THE MINIMUM

Classification	% Diff
Court Administrator	-32.5%
Civilian Investigator	-30.7%
Deputy City Secretary	-27.6%
Building Official	-27.1%
Asst. Director of Public Works	-26.6%
City Secretary	-18.8%
Police Lieutenant	-18.7%
Police Corporal	-18.3%
Accounting Manager	-15.8%
Director of Public Works & Eng	-15.0%

- Of the 49 benchmarked positions, 19 were above the market, averaging 5.9 percent above. These 19 classifications represent 38.0 percent of the surveyed positions that met the criteria for inclusion.
- Of the 19 positions above market, six were more than 10 percent above the average market minimum. These positions are displayed in **Exhibit 4E**.

EXHIBIT 4E
CLASSIFICATIONS MORE THAN 10 PERCENT ABOVE THE MINIMUM

Classification	% Diff
IT Manager	14.6%
Human Resources Generalist	12.9%
Mechanic	12.5%
Wastewater Supervisor	11.9%
Water Supervisor	11.9%
Multimedia Comms. Officer	11.4%

Market Midpoints

The market midpoint is exceptionally important to analyze, as it is often considered the closest estimation of market average compensation. As seen in **Exhibit 4C**, the City is currently 2.4 percent below the market average midpoint, when considering positions with sufficient responses. The City's benchmark positions ranged from 32.0 percent below to 16.8 percent above at the market midpoint.

The following points are regarding the City's position relative to the market average midpoint:

- Of the 49 benchmarked positions, 27 were below the market, averaging 11.1 percent below. These 27 classifications represent 54.0 percent of the surveyed positions that met the criteria for inclusion.
- Of the 27 positions below market, five were more than 15 percent below the average market minimum. These positions are displayed in **Exhibit 4F**.

EXHIBIT 4F
CLASSIFICATIONS MORE THAN 15 PERCENT BELOW THE MIDPOINT

Classification	% Diff
Court Administrator	-32.0%
Asst. Director of Public Works	-26.3%
Building Official	-24.7%
Deputy City Secretary	-22.9%
Civilian Investigator	-21.5%

- Of the 49 benchmarked positions, 23 were above the market, averaging 8.0 percent above. These 23 classifications represent 46.0 percent of the surveyed positions that met the criteria for inclusion.
- Of the 23 positions above market, seven were more than 10 percent above the average market midpoint. These positions are displayed in **Exhibit 4G**.

EXHIBIT 4G
CLASSIFICATIONS MORE THAN 10 PERCENT ABOVE THE MIDPOINT

Classification	% Diff
IT Manager	16.8%
Mechanic	16.5%
Human Resources Generalist	14.9%
Wastewater Supervisor	13.6%
Water Supervisor	13.6%
Multimedia Comms. Officer	13.2%

Market Maximums

The pay range maximum averages, and how they compare to the City's, are also detailed in **Exhibit 4C**. As seen in **Exhibit 4C**, the City is currently 0.1 percent below the market average maximum, when considering positions with sufficient responses. The City's benchmark positions ranged from 31.7 percent below to 19.3 percent above the market maximum.

The following points are regarding the City's position relative to the market average maximum:

- Of the 49 benchmarked positions, 23 were below market, averaging 10.3 percent below. These 23 classifications represent 54.0 percent of the surveyed positions that met the criteria for inclusion.
- Of the 23 positions below market, five were more than 15 percent below the average market maximum. These positions are displayed in **Exhibit 4H**.

EXHIBIT 4H
CLASSIFICATIONS MORE THAN 15 PERCENT BELOW THE MAXIMUM

Classification	% Diff
Court Administrator	-31.7%
Asst. Director of Public Works	-26.1%
Building Official	-23.0%
Deputy City Secretary	-19.7%
Civilian Investigator	-15.3%

- Of the 49 benchmarked positions, 27 were above the market, averaging 9.0 percent above. These 27 classifications represent 54.0 percent of the surveyed positions that met the criteria for inclusion.
- Of the 27 positions above the market, 10 were more than 10 percent above the average market maximum. These positions are displayed in **Exhibit 4I**.

EXHIBIT 4I
CLASSIFICATIONS MORE THAN 10 PERCENT ABOVE THE MAXIMUM

Classification	% Diff
Mechanic	19.3%
IT Manager	18.2%
Human Resources Generalist	16.2%
Wastewater Supervisor	14.8%
Water Supervisor	14.8%
Multimedia Comms. Officer	14.5%
Administrative Clerk-Temp/PT	12.7%
Infrastructure Inspector	11.4%
Administrative Clerk	11.2%

4.3 SALARY SURVEY CONCLUSION

The standing of individual classifications pay range relative to the market should not be considered a definitive assessment of actual employee salaries being similarly above or below the market; however, such differentials can, in part, explain symptomatic issues with recruitment and retention of employees.

The main summary points of the market study are as follows:

- The City's pay ranges are approximately 5.8 percent below the market minimum.
- The City's pay ranges are approximately 2.4 percent below the market midpoint.
- The City's pay ranges are approximately 0.1 percent below the market maximum.
- The City's pay range spread is approximately 47.7 percent, while its peers' pay range spread is 39.9 percent. That means that the City's salary scale is wider than its peers. As a result, even though the City is slightly below the average compared to the market at the minimum, because it has a wider spread it catches up to its peers at the higher end of the spectrum and surpasses the market by a few percentage points at the maximum.

The results of the market summary chapter are pivotal in the formulation of recommendations by Evergreen Solutions. By establishing the City's market position relative to its peers, Evergreen is better able to propose recommendations that enable the City to occupy its desired competitive position.

EVERGREEN SOLUTIONS, LLC

Chapter 5 – Benefits Survey Results

As a component of this study, Evergreen conducted a benefits market analysis. This benefits analysis represents a snapshot in time of what is available in peer organizations. The Benefit Survey can provide the City with an understanding of the total compensation (salary and benefits) offered by its peers. It is important to realize that there are intricacies involved with benefits programs that are not captured by a benefits survey alone.

This information should be used as a cursory overview and not a line-by-line comparison, since benefits can be weighted differently depending on the importance to the City. It should also be noted that benefits are sometimes negotiated and acquired through third parties, so one-to-one comparisons can be difficult. The analysis in this chapter highlights aspects of the benefits survey that provide pertinent information and had high completion rates by target peers.

5.1 RESPONDENT OVERVIEW

Exhibit A provides a list of the 16 target peers from which full or partial benefits data were obtained for this analysis. It is important to note that while these are the peers that provided data, not all peers provided data to all questions that were asked. As a result, not all questions represent data from all listed peers.

EXHIBIT 5A BENEFITS SURVEY RESPONDENTS

Organization
Fair Oaks Ranch
Alamo Heights
Bee Cave
Boerne
Flower Mound
Heath
Helotes
New Braunfels
San Marcos
Schertz
Selma
Shavano Park
Southlake
Terrell Hills
Trophy Club
University Park
Kendall County

5.2 HEALTH PLANS

Exhibit 5B displays data on the types of health plans offered by peers. Summaries of each of the common types of plans offered by peers have been provided in the exhibit, as well as a group that summarizes the data from any other types of plans being offered.

In comparing the City's benefit offerings to those of the peers, the biggest takeaways have been outlined below:

OVERVIEW

Benchmarking of the city's medical plan options against market averages indicates a mixed position. The city's plans are comparatively generous for employee-only coverage, particularly on deductible levels, yet are materially less generous for dependent tiers. Deductible design is bifurcated: the individual in-network deductible is well below market (richer coverage), while dependent and family deductibles are above market for comparable plan types.

PPO COMPARISON

Relative to market averages for PPO plans, the City's employer premium contributions remain above market across all coverage tiers, employee-only (\$591.90 vs. \$522.70), employee + child (\$839.29 vs. \$765.66), employee + spouse (\$927.21 vs. \$794.39), and employee + family (\$1,226.68 vs. \$1,032.48). These higher employer contributions result in lower employee premium shares at every level; for example, the employee + child tier requires a \$263 employee premium compared to the \$369 market average.

The City's PPO plan, however, features higher deductibles and out-of-pocket maximums relative to peer averages, indicating less-rich cost sharing at the point of service. The in-network individual maximum out-of-pocket is \$2,500 compared to a \$2,236 market average, and the out-of-network maximum (\$10,000 vs. \$6,026) is significantly higher. These differences persist across all dependent tiers, reflecting a design that emphasizes lower monthly cost and higher cost exposure upon utilization.

In practical terms, the City's PPO structure exchanges stronger employer premium support and monthly affordability for greater up-front out-of-pocket exposure when care is used. This balance enhances predictability for the City's financial planning while maintaining a competitive total value for employees.

OVERALL COMPARISON

When comparing "other" plan types to the City's EPO plan, the City's employer premium contributions are lower across all tiers. As in the PPO, in-network deductibles are higher than the market average, signifying comparatively leaner cost sharing.

Despite this, the EPO maintains a favorable position relative to the market's HDHP and HMO benchmarks. The City's EPO offers more generous premiums and lower deductibles than the market HDHP averages, and while its employee-only deductible is slightly higher than the HMO

average, its dependent-level deductibles are lower. This places the EPO plan between an HMO and HDHP in benefit richness—offering moderate flexibility at a reasonable cost.

A key distinction in the City’s benefit structure is plan variety. Peer employers typically provide three or more medical options, such as a PPO “buy-up,” PPO “base,” and HDHP/HSA option, often paired with an HMO or narrow-network plan. This broader portfolio enables employees to self-select along cost and network dimensions. In contrast, the City currently offers two medical plans (PPO and EPO).

Several peer entities included in the market comparison participate in the Texas Health Benefits Pool (THBP). These pooled-risk programs are fully insured and operate with standardized plan designs, typically featuring set out-of-pocket maximums (e.g., \$2,000 individual / \$6,000 family) and limited ability to customize benefits. In contrast, the City and several larger peer jurisdictions are self-insured, allowing for greater flexibility in plan design, funding, and cost management. This distinction materially impacts comparison: THBP participants benefit from pooled risk and standardized costs but cannot adjust contribution strategies or cost-sharing levels, plan offerings or providers. Therefore, when benchmarked specifically against other self-insured peers, the City’s plans are competitive or stronger in all major areas, including employer contribution levels, premium affordability, and overall plan value.

HEALTH PLAN SUMMARY

The City’s medical offerings reflect a mixed position relative to market averages. Under the PPO, employer premium contributions exceed the market across all tiers, resulting in lower employee premium shares. Plan design differences are most evident in deductibles. In-network deductibles under the PPO are higher than market PPO averages at all levels, and EPO deductibles are likewise higher than the “Other” market. Overall, the PPO improves monthly affordability through stronger employer premium support while increasing front-end cost at the point of service; the EPO also has low premiums and beats the “Other” market in two out of three of the plan types for deductibles, albeit at the price of flexibility in service and coverage.

**EXHIBIT 5B
OVERVIEW OF HEALTH PLANS**

Question	Market Avg	Fair Oaks Ranch	Market Avg	Market Avg	Market Avg	Fair Oaks Ranch
Health Plan Type (HMO, PPO, etc.)	PPO	PPO	HDHP	HMO	Other	EPO
Covered Employee/Bargaining Groups	Full-Time	Full-Time	Full-Time	Full-Time	Full-Time	Full-Time
Employee Premium (Employer)	\$ 522.70	\$ 591.90	\$ 581.89	\$ 608.03	\$ 790.69	\$ 591.89
Employee Premium (Employee)	\$ 35.61	\$ 34.78	\$ 16.88	\$ -	\$ 19.66	\$ -
Employee + Child Premium (Employer)	\$ 765.66	\$ 839.29	\$ 723.93	\$ 876.52	\$ 1,225.84	\$ 839.30
Employee + Child Premium (Employee)	\$ 368.66	\$ 263.64	\$ 361.04	\$ 416.85	\$ 244.40	\$ 202.43
Employee + Spouse Premium (Employer)	\$ 794.39	\$ 927.21	\$ 743.71	\$ 902.62	\$ 1,297.95	\$ 927.21
Employee + Spouse Premium (Employee)	\$ 454.62	\$ 344.93	\$ 411.10	\$ 484.08	\$ 345.71	\$ 274.34
Employee + Family Premium (Employer)	\$ 1,032.48	\$ 1,226.68	\$ 1,054.43	\$ 1,060.75	\$ 1,651.53	\$ 1,226.68
Employee + Family Premium (Employee)	\$ 778.00	\$ 621.96	\$ 597.69	\$ 978.60	\$ 685.79	\$ 519.37
Individual Max Out of Pocket (In Network)	\$ 2,236.84	\$ 2,500.00	\$ 3,188.89	\$ 2,000.00	\$ 1,518.75	\$ 2,500.00
Individual Max Out of Pocket (Out of Network)	\$ 6,026.32	\$ 10,000.00	\$ 6,388.89	\$ 2,280.00	\$ 1,831.25	-
Child Max Out of Pocket (In Network)	\$ 5,289.47	\$ 5,000.00	\$ 6,533.33	\$ 6,000.00	\$ 3,037.50	\$ 5,000.00
Child Max Out of Pocket (Out of Network)	\$ 11,000.00	\$ 20,000.00	\$ 12,555.56	\$ 5,260.00	\$ 3,662.50	-
Spouse Max Out of Pocket (In Network)	\$ 5,447.37	\$ 5,000.00	\$ 6,533.33	\$ 6,000.00	\$ 3,037.50	\$ 5,000.00
Spouse Max Out of Pocket (Out of Network)	\$ 11,000.00	\$ 20,000.00	\$ 12,555.56	\$ 5,260.00	\$ 3,662.50	-
Family Max Out of Pocket (In Network)	\$ 5,447.37	\$ 5,000.00	\$ 6,033.33	\$ 6,000.00	\$ 3,037.50	\$ 5,000.00
Family Max Out of Pocket (Out of Network)	\$ 11,000.00	\$ 20,000.00	\$ 12,555.56	\$ 5,260.00	\$ 3,662.50	-

In addition to health care, peers were surveyed about HSA contributions and matching. As demonstrated in **Exhibit 5C**, 56.3 percent of respondent organizations indicated that they do provide contributions. The majority of peers are using a flat contribution, averaging approximately \$1,726.85. It is worth pointing out that that average figure only accounts for those who do contribute, and is not including the \$0 contributions from the others.

**EXHIBIT 5C
HSA CONTRIBUTIONS**

Question	Market Avg	Fair Oaks Ranch
Employer contribution to HSA?	56.3%	No
If yes, amount?	\$ 1,726.85	0

In addition to questions regarding health care coverages, Evergreen asked peers to provide information on dental, vision, short-term disability, long-term disability, and life coverages.

Exhibit 5D shows that Fair Oaks Ranch's dental insurance offering is competitive and consistent with common practice among peer cities. Like the majority of peers, the City provides employer-paid dental coverage, which ensures no cost to employees for employee-only coverage and places the plan in a favorable position compared to peers. While the City's employer contribution of \$24.74 is slightly below the peer average of \$28.56, employees benefit from lower out-of-pocket expenses, reinforcing the competitiveness of Fair Oaks Ranch's dental benefits.

**EXHIBIT 5D
DENTAL COVERAGE QUESTIONS**

Question (All Plans)	Employer Paid Dental	Fair Oaks Ranch	Employee Paid Dental	Fair Oaks Ranch
Insurance Offered?	93.3%	Yes	6.7%	No
# of Plans Offered	1	1	2	0
Avg Employee-Only Premium (Employee)	\$ 7.19	\$ -	-	-
Avg Employee + Dependent Premium (Employee)	\$ 52.82	\$ 32.33	-	-
Avg Employee-Only Premium (Employer)	\$ 28.56	\$ 24.74	-	-
Avg Employee + Dependent Premium (Employer)	\$ 54.91	\$ 64.26	-	-

As shown in **Exhibit 5E**, Fair Oaks Ranch's vision insurance is competitive when compared to peer averages. The City aligns with the majority of peers by offering an employer-paid vision plan and does not provide an employee-paid option. Employees benefit from lower-than-average costs, paying nothing for employee-only coverage and slightly less than peers for employee plus dependent coverage. On the employer side, the City contributes slightly below

average for employee-only coverage but provides a more generous contribution for dependent coverage. Overall, the City's approach balances affordability for employees with a competitive employer contribution, positioning its vision benefits favorably among comparable entities.

**EXHIBIT 5E
VISION COVERAGE QUESTIONS**

Question (All Plans)	Employer Paid Vision	Fair Oaks Ranch	Employee Paid Vision	Fair Oaks Ranch
Insurance Offered?	66.7%	Yes	35.7%	No
# of Plans Offered	1	1	1	0
Avg Employee-Only Premium (Employee)	\$ 0.96	\$ -	\$ 7.98	-
Avg Employee + Dependent Premium (Employee)	\$ 8.78	\$ 6.78	\$ 17.07	-
Avg Employee-Only Premium (Employer)	\$ 7.55	\$ 7.06	\$ -	-
Avg Employee + Dependent Premium (Employer)	\$ 12.46	\$ 15.34	\$ -	-

The findings from short and long-term disability offerings have been summarized in **Exhibit 5F**. Fair Oaks Ranch's disability insurance benefits compare favorably to peers, particularly in short-term disability. While relatively few peers offer employer-paid short-term disability, the City provides this benefit and at a more generous replacement rate of 66.7 percent of salary compared to the 60 percent peer average. For long-term disability, Fair Oaks Ranch aligns with the majority of peers by offering employer-paid coverage at 60 percent of salary, consistent with the benchmark. Although the City does not provide employee-paid options for either short- or long-term disability, its combination of employer-paid offerings ensures solid coverage and positions its benefits competitively overall.

**EXHIBIT 5F
DISABILITY COVERAGE QUESTIONS**

Question	Employer Paid Short Term	Fair Oaks Ranch	Employee Paid Short Term	Fair Oaks Ranch	Employer Paid Long Term	Fair Oaks Ranch	Employee Paid Long Term	Fair Oaks Ranch
Insurance Offered?	26.7%	Yes	20.0%	No	73.3%	Yes	6.7%	No
# of Plans Offered	1.0	1	1.5	-	1.0	1	1.0	-
% of Salary Employee Receives	60.0%	66.7%	60.0%	0.0%	60.0%	60.0%	60.0%	0.0%

Exhibit 5G summarizes the life insurance offerings of responding peers and the City. Fair Oaks Ranch's life insurance benefits are generally consistent with market practices but show some variation in cost and coverage. Like all peers, the City offers employer-paid life insurance, with a monthly cost of \$6.75 per employee, which is slightly higher than the market average of \$5.43. The City's benefit amount of \$50,000 or one times annual salary exceeds the market average of \$43,125, providing employees with stronger baseline protection. However, unlike most peers (86.7 percent), Fair Oaks Ranch does not offer optional dependent coverage. Employees do have the opportunity to purchase additional life insurance, consistent with the 87.5 percent of peers that provide this option. The City also includes accidental death

insurance, which aligns with the 86.7 percent of market peers offering this benefit. Overall, Fair Oaks Ranch's life insurance program is competitive, offering higher-than-average death benefits and standard supplemental options, though it falls short of peers in not extending dependent coverage.

**EXHIBIT 5G
LIFE INSURANCE**

Question	Market Avg	Fair Oaks Ranch
Employer-Paid Life Insurance Offered?	100.0%	yes
Monthly Cost to Employer (Individual Coverage)	\$5.43	\$6.75
Death Benefit Amount	\$43,125.00	50K or 1x annual salary
Optional Dependent Coverage Offered?	86.7%	No
Employee Purchase Additional Life Insurance?	87.5%	Yes
Accidental Death Insurance Provided?	86.7%	Yes

(The City's individual cost was calculated based on the employer rate of \$0.135 per \$1,000 coverage at the benefit amount of \$50,000)

5.3 TIME OFF

Exhibit 5H provides the average minimum and maximum accrual rates showing the average number years of service required to achieve the maximum accrual rate for Sick Leave, Annual/Vacation Leave, and Personal Leave. All leave amounts are shown in hours. In addition to the exhibit, some other points of interest have been summarized below:

- In the case of sick leave, the majority of peers indicated the same minimum and maximum accrual rate, indicating there is no progression in sick leave accrual. The maximum annual accrual rate for the City is 13 days but, consistent with responding peers, there is no total maximum accrual.
- The City typically refers to annual leave accruals in terms of hours per year. The exhibit converts those hours per year to monthly earnings. To provide the numbers in familiar wording, the City's website describes its annual leave benefits as, "Paid vacation: 120 hours per year for the first five years; 160 per year for 6 to 10 years; 200 hours for 11 to 15 years of service; 240 hours for 16-20 years of service; 280 hours for 21+ years of service." As can be seen in the comparison, the City offers a higher monthly accrual rate than peer organizations.
- Most peers do not offer personal time (differentiated from annual/ vacation time); only one peer did not offer sick leave differentiated from vacation/annual, and they offered a PTO approach with all leave combined into a single bucket.
- On average, the peers offer 13.0 holidays off per year, whereas the City offers 14 (13 holidays and one personal day).

Overall, the City's leave benefits are more generous than market averages in both sick and vacation leave. Sick leave accrual slightly exceeds the peer average, while vacation leave accrual and maximum balances are substantially higher, offering employees greater flexibility and time off. Fair Oaks Ranch's leave program is competitive and particularly strong in vacation leave offerings.

EXHIBIT 5H LEAVE TIME ACCRUAL

Question	Sick	Fair Oaks Ranch	Annual/ Vacation	Fair Oaks Ranch	Personal Time Off	Fair Oaks Ranch
Offered? (Yes/No)	86.7%	Yes	100.0%	Yes	13.3%	No
Min Accrual Rate (Monthly)	8.2	8.7	8.5	10.0	0.0	0
Years to Min Accrual	0.0	0.0	0.2	0.0	0.0	0
Max Accrual Rate (Monthly)	8.2	8.7	14.7	23.3	3.3	0
Years to Max Accrual	0.0	0.0	14.8	21.0	3.0	0
Annual Max Accrual	98.7	104.0	184.9	280.0	40.0	0
Total Max Accrual	N/A	N/A	309.3	560.0	40.0	0

Exhibit 5I summarizes the peers' and the City's parental leave policies. The City offers parental leave benefits that are less generous than the market average, although given that less than half of the market offers this benefit beyond the legally mandated FMLA, the City is not significantly out of line with the market in its positioning. The market averages approximately 13.2 weeks of total time off, while the City offers zero weeks beyond the legally mandated FMLA time off (12 weeks total).

EXHIBIT 5I PARENTAL LEAVE POLICIES

Question	Market Avg	Fair Oaks Ranch
Parental Leave Beyond Mandated (FMLA)?	40.0%	No
Maternity Leave Beyond Mandated (FMLA)?	30.8%	No
Paternity Leave Beyond Mandated (FMLA)?	30.8%	no
Max Time Off for Parents (Paid/Unpaid)?	13.2 weeks	12 weeks
Are both parents eligible?	83.3%	0
Eligible Parent Types (Biological, Adoptive, Foster)?	100.0%	0
Can FMLA and Parental Leave Be Taken Separately?	0.0%	0
Policy Covers All Employees (Full-Time, Part-Time, etc.)?	28.6%	0
Eligibility Requirements for Benefits (Tenure, Exempt)?	Varies	0
Any other Benefits Affected by Parental Leave?	14.3%	0
Adoption Assistance Offered?	0.0%	No
Daycare Subsidy Offered?	0.0%	No
Onsite/Offsite Childcare Offered?	0.0%	no

5.4 OTHER BENEFITS

Exhibit 5J provides an overview of primary retirement options provided by the peers, as well as the City. The City utilizes TMRS retirement, as do the vast majority of its peer agencies. All of the peers who participate in TMRS utilize the exact same formula, with 14.0 percent contribution by the organization and 7.0 percent contribution by employees.

**EXHIBIT 5J
RETIREMENT DETAILS**

Question	Market Avg	Fair Oaks Ranch
How many retirement plans?	1.00	1
Are you using TMRS retirement?	87.5%	Yes

Exhibit 5K shows some common supplemental retirement plans. The aggregate peer group indicated providing 457 and “other” plans including Roth and traditional IRAs, while the City provides a 457(b) option.

**EXHIBIT 5K
RETIREMENT OPTIONS**

Question	Market Avg	Fair Oaks Ranch
D.R.O.P	0.0%	No
401k	0.0%	No
401a	0.0%	No
403(b)	0.0%	No
457(b)	100.0%	Yes
Other	33.3%	0

Exhibit 5L displays questions regarding Employee Assistance Programs. As shown, 75.0 percent of participating peers offer EAP. All peers that offered an EAP benefit also provide benefits to family members in addition to the employee. On average, peers provide 5.3 EAP visits per incident. While the majority of peers offered the same six visits the City offered, there was a low of three visits and a high of eight visits offered.

**EXHIBIT 5L
EMPLOYEE ASSISTANCE PROGRAMS**

Question	Market Avg	Fair Oaks Ranch
Employer-Paid EAP Offered?	75.0%	Yes
Benefits for Family Members?	100.0%	Yes
Annual Visits Provided?	5.33	6
Long-Term Care Insurance for New Hires?	0.0%	no
Transportation/Commuter Benefits Offered?	0.0%	no

Exhibit 5M displays information regarding wellness programs from respondent peers. The majority of respondent peers do not provide a wellness program of some sort to employees. Of the few that do offer wellness programs, all indicated monetary incentives for participants. The City doesn't offer its own wellness pledge, but there is a monetary incentive available for employees through the City's Cigna Wellness Program.

**EXHIBIT 5M
WELLNESS PROGRAMS**

Question	Market Avg	Fair Oaks Ranch
Wellness Pledge Offered?	12.5%	No
Monetary Incentives for Participants?	100.0%	yes
Penalties for Incomplete Wellness Pledge?	50.0%	No
Health Plan Enrollment Required for Wellness?	50.0%	No

Exhibit 5N displays questions regarding Tuition Reimbursement. Approximately 60 percent of respondent peers reported offering some form of tuition reimbursement for employees. Although the specific policies differ considerably, the typical reimbursement amount ranges between \$2,000 and \$5,000, with one peer providing as little as \$600. It is important to note that this average reflects only those peers that offer tuition reimbursement; therefore, by providing any level of reimbursement, the City would already be positioned ahead of the 40 percent of peers that do not offer this benefit.

**EXHIBIT 5N
TUITION REIMBURSEMENT**

Question	Market Avg	Fair Oaks Ranch
Is tuition reimbursement offered?	60.0%	No
Plan limit	\$2,720.00	-
Do you offer a student loan repayment program?	0.0%	No
Plan limit	-	-

5.5 SUMMARY

The City's benefits program presents a mixed market position with some areas exceeding the market handily and others falling behind. Medical coverage is strongest for employee-only enrollment, while dependent tiers are less competitive due to higher child, spouse, and family deductibles. Time-off benefits are generally aligned with or modestly ahead of peers, and the retirement program mirrors common practice among Texas municipalities.

From an employee experience standpoint, the PPO is the clearest lens for comparison. The City's PPO is more favorable than the market for individual coverage but presents higher out-of-pocket exposure for dependents due to elevated deductible levels. In practice, this structure makes coverage attractive to single employees but can dampen perceived value for those enrolling spouses or children. The EPO follows a similar pattern, offering competitive premiums with no out-of-network coverage and lower individual deductibles, but higher dependent deductibles.

Time off is broadly competitive, with the City offering more vacation and sick leave and one additional holiday than the average peer. The most notable gap is in paid parental leave, which many peers now use as a differentiator even when not universally provided. Retirement is aligned with Texas municipal practice, supporting long-term retention without creating atypical fiscal commitments. Supplemental programs (dental/vision, disability, life, EAP, wellness, tuition) round out the package at levels that are competitive with market practice; they enhance the overall program but are not primary drivers of competitiveness relative to medical, time off, and retirement.

BENEFIT CONSIDERATIONS

The City's benefits program is anchored by several competitive elements, but gaps remain that affect families and employees seeking greater flexibility. The current structure creates an imbalance in how value is distributed across the workforce, with single coverage positioned more favorably than dependent coverage due to higher deductibles. In addition, the absence of paid parental leave and the limited range of medical plan options place the City behind some of its peers in areas that increasingly influence employee decision-making and retention.

Areas that the City may wish to consider include:

- Tuition reimbursement or student loan payback support: The City should review the terms of the Public Service Loan Forgiveness (PSLF) program to determine if employees are eligible and evaluate whether offering supplemental tuition reimbursement could strengthen talent development.
- Life insurance costs: The City's life insurance program is provided at a higher cost than the peer average. Reviewing plan design and options may identify opportunities to reduce costs while maintaining competitive coverage.
- Leave sell-back or rollover: A common practice among public sector organizations is to allow employees to either sell back unused leave or transfer annual leave that exceeds the maximum cap into sick leave. While financial implications would need to be carefully evaluated, employees often identify this option as highly valued during outreach efforts.
- Paid parental leave: Adding even a modest parental leave program (e.g., 4–6 weeks) would align the City with emerging best practices and signal a commitment to family-supportive policies.
- Wellness and mental health resources: Expanding wellness offerings (e.g., preventive care incentives, stress management, telehealth for behavioral health) reflects growing expectations in the workforce and can reduce longer-term medical costs.
- Flexible or hybrid benefit structures: Some municipalities are adopting cafeteria-style or flexible benefit credits, allowing employees to allocate dollars to the programs that best meet their personal or family needs. This type of design can increase perceived value without substantially raising costs.

In short, while the program provides a solid foundation with competitive insurance and basic leave practices, it does not fully address the needs of all segments of the workforce. Strengthening affordability for families, enhancing flexibility in plan design, and considering family-supportive policies would improve the City's ability to compete for and retain talent

EVERGREEN SOLUTIONS, LLC

Chapter 6 - Recommendations

After careful deliberation and review of the study findings detailed in the previous chapters of this report, Evergreen developed recommendations for the City to consider. These recommendations follow a thorough, data driven process with the goal of providing stakeholders with actionable information that could facilitate the modernization of the City's compensation structure. The recommendations, as well as the findings that led to each recommendation, are discussed in detail in this section. The recommendations are organized into the following sections: classification, compensation, administration of the system, performance evaluation policy review and executive summary.

6.1 CLASSIFICATION RECOMMENDATIONS

The classification recommendations in this chapter are the result of robust employee participation and detailed data analysis. One of the key deliverables for this study, and a unique characteristic of Evergreen's process, is the prioritization of a multi-faceted employee participation process. Employees were asked to participate via an online employee survey questionnaire and by attending in-person focus group sessions led by Evergreen consultants. In addition to the initial employee outreach efforts, more than a dozen additional meetings were conducted with City stakeholders at different stages of the study. This included meetings with City Council for each of the key milestones of the engagement. As requested, Evergreen waited to receive feedback and approval from Council before moving forward to the next set of tasks, which resulted in a collaborative and deliberate process throughout. Along with the City Council, the City Manager, HR staff, and the balance of the senior leadership team were engaged throughout this very transparent process.

While the total number of classifications remains unchanged under these recommendations, 10 positions, or roughly 19 percent of all job titles, are recommended for reclassification to ensure alignment with organizational needs and market standards. This need for modernization is particularly important when viewed in historical context. The City of Fair Oaks Ranch's last comprehensive update to its classification and compensation structure occurred in late 2020. In the years following the pandemic, wages and inflation have increased at historical rates, leaving municipalities around the nation trying to stay competitive in a rapidly changing labor market. Since the last study, the City has relied largely on incremental or ad hoc adjustments to address immediate workforce needs. While such measures offered temporary solutions, or short-term financial benefit, they did not fully account for shifts in the regional labor market, the evolution of job responsibilities, or needed changes in overall compensation structure to provide the best opportunity for the City to stay competitive. As a result, the City entered this study with a structure that had become misaligned with both organizational needs and external competitiveness. The reclassifications and structural changes recommended in this study are necessary to modernize the system and align it with contemporary standards.

For an organization to achieve a balanced compensation structure, it must strive to be equitable internally and competitive externally. To achieve that requires a defined compensation philosophy with supporting employment policies to ensure the plan can be consistently maintained.

An organization's classification system is equally as important as the compensation offered to employees. The classification system establishes how its human resources are employed to perform its core services and deliver the desired outcomes set by policymakers. The classification system consists of the titles and descriptions of the different job classifications, which define how work is organized and assigned. It is essential the titles and descriptions of an organization's classifications accurately depict the work being performed by employees in order to ensure equity within the organization and to enable comparisons with positions at peer organizations. The purpose of a classification analysis is to identify such issues as incorrect or duplicate titles, outdated job descriptions, and inconsistent titles across departments. Recommendations are then made to remedy the identified concerns based on human resources best practices.

In the analysis of the City's classification system, Evergreen Solutions collected classification data through focus groups, interviews, and the Job Assessment Tool (JAT) employee survey process. The JATs, which were completed by employees and reviewed by their supervisors, provided information about the type and level of work being performed for each of the City's classifications. Evergreen reviewed the data provided in the JATs and used the information as the initial basis for classification recommendations. Once initial recommendations were developed, they were reviewed and refined through multiple meetings with the City project leadership team, then submitted to senior leaders across the organization, and ultimately to the City Council for consideration.

The JAT employee survey concluded with 92 percent participation from employees and 91 percent of all job classifications represented. The participation summaries are shown in **Exhibits 6A** and **6B**. This strong employee response, along with the collaboration from the City project leadership team, helped provide a solid foundation for the classification recommendations. This high level of employee participation would not have been possible without the diligent efforts of the City Human Resources Department, who were engaged throughout the process. They assisted in communication and facilitating equitable access for all City employees.

**EXHIBIT 6A
EMPLOYEE JOB ASSESSMENT TOOL PARTICIPATION**

Employee Summary		Supervisor Summary	
# Of Employee Surveys Complete	# Of Employee Surveys Incomplete	# Of Supervisor Reviews Complete	# Of Supervisor Reviews Incomplete
% Complete	% Incomplete	% Complete	% Incomplete
91.57%	8.43%	88.16%	11.84%

**EXHIBIT 6B
JOB CLASSIFICATIONS PARTICIPATION SUMMARY**

Classification Summary	
# of Classifications with a JAT	# of Classifications without a JAT
% Complete	% Incomplete
90.57%	9.43%

FINDING

The City's compensation system has evolved through incremental adjustments approved with each annual budget cycle. However, the study identified that several job titles are not aligned with the duties employees perform and do not reflect regional labor market standards. If left unaddressed, these misalignments could place the City at a competitive disadvantage relative to its peers.

RECOMMENDATION 1: Adopt the proposed reclassifications to standardize the City pay plan structure and reestablish internal equity.

The recommended classification title changes can be seen in **Exhibit 6C**. The recommendations will realign the job title with the essential functions being performed and best practices.

**EXHIBIT 6C
RECOMMENDED CLASSIFICATION CHANGES**

Department	Current Class Title	Recommended Class Title
Multiple	Administrative Clerk	Administrative Assistant
Utilities	Administrative Support Specialist	Administrative Assistant
Maintenance	Custodian/Maintenance Worker	Custodian
Human Resources and Communication	Director of HR and Communications	Director of Human Resources
Engineering Services	Director of Public Works and Engineering	Director of Public Works
Engineering Services	Manger of Engineering Services	Engineering Manager
Human Resources and Communication	Multimedia Communications Officer	Communications Officer
Finance	Payroll and AP Specialist	Financial Specialist I

CLASSIFICATION CAREER PROGRESSION

Evergreen reviewed the City's existing classification plan and based on an analysis of class levels, employee feedback, and market alignment, recommends targeted adjustments to strengthen career progression and ensure sustainable succession planning within job families. Updating the classification structure provides employees with clearly defined career levels, transparent growth opportunities, and pathways for advancement. This not only improves retention and recruitment but also equips the City to identify and develop future leaders, ensuring continuity of operations as workforce transitions occur. By aligning positions with a logical progression, the City can better support employee development, address staffing needs over time, and maintain competitiveness in a changing labor market. Please keep in mind, this study did not include a staffing review component. The creation of new classification levels should not be interpreted as a need for additional staff at this time.

Exhibit 6D illustrates the updated career progression for all job classifications, organized by pay grade. Civilian classifications are assigned to grades 101 through 130, while public safety classifications are assigned to grades 201 through 205. The first pay grade utilized within the plan is 104 and ungraded positions are designated as "UNG."

EXHIBIT 6D
RECOMMENDED CLASSIFICATION PROGRESSION – Pay Grades 101-130, UNG

Proposed Pay Grade	Recommended Class Title
104	Custodian
106	Administrative Clerk Animal Services Officer
107	Administrative Assistant Court Clerk I* Utilities Clerk
108	Human Resources Assistant* Maintenance Technician Utility Technician
109	Court Clerk II* Financial Specialist I* Maintenance Lead Senior Utilities Clerk* Water/Wastewater Operator I
110	Code Compliance Officer IT Technician*
111	Court Clerk III* Financial Specialist II* Mechanic
112	Building Inspector I* Water/Wastewater Operator II
113	GIS Technician
114	Accountant Building Inspector II* Deputy City Secretary Environmental Program Manager IT Network Specialist Water/Wastewater Operator III
115	Infrastructure Inspector I* Master Level Maintenance Specialist*
116	Maintenance Supervisor
117	City Planner Civilian Investigator Communications Officer Human Resources Generalist Infrastructure Inspector II* IT Analyst*

EXHIBIT 6D (CONTINUED)
RECOMMENDED CLASSIFICATION PROGRESSION – Pay Grades 101-130, UNG

Proposed Pay Grade	Recommended Class Title
118	Court Administrator Wastewater Supervisor Water Supervisor
119	Procurement Manager Project Manager
121	Accounting Manager City Secretary
123	Building Official
124	Engineering Manager
125	IT Manager Police Lieutenant
126	Assistant Director of Public Works
127	Director of Human Resources Director of Public Works
128	Director of Finance
129	Chief of Police
130	Assistant City Manager
UNG	City Manager

** Proposed classifications for future career levels and succession*

EXHIBIT 6D (CONTINUED)
RECOMMENDED CLASSIFICATION PROGRESSION - PAY GRADES 201-205

Proposed Pay Grade	Recommended Class Title
201	Police Cadet
202	Police Officer School Resource Officer
203	Police Corporal
204	Police Sergeant
125	Police Lieutenant**
129	Police Chief**

***Police Lieutenant and Police Chief are shown here for continuity of rank structure*

Exhibit 6E provides a career matrix for each career family, illustrating progression through the classification series and identifying proposed updates. The matrices are designed to increase transparency for both the organization and employees by clearly showing available career paths, expected progression within each series, and opportunities for succession planning. This structure supports employee development, helps managers plan for future workforce needs, and ensures consistency in how career growth is communicated across the City. It

should be noted that matrices are not intended to include every classification that the City may utilize, such as executive leadership classifications, but they do include those areas with defined levels and career progression, illustrating how employees could expect to advance within their chosen career path. As this study did not include a staffing study or organizational review, the recommended classification levels are provided for consideration only, not intended to suggest the creation of additional budgeted positions at this time. These recommendations are based on a combination of employee input and common practices in municipal governments to support career growth and succession planning.

**EXHIBIT 6E
CAREER FAMILY: ADMINISTRATIVE SUPPORT**

Title/Categories	Administrative Clerk	Administrative Assistant	Deputy City Secretary	City Secretary
Job Summary	Performs clerical, administrative, and customer service duties for City departments. Handles records, licensing, permits, bookkeeping, facility reservations, and reception duties. Provides support to staff and public inquiries	Provides administrative and technical support including permit processing, records management, bookkeeping, scheduling, and customer service. Assists in preparing reports, correspondence, and supporting department operations	Supports the City Secretary's office by managing official records, council agendas, public notices, and elections. Assists with meeting documentation, open records requests, and compliance with Texas statutes. May act as City Secretary when required	Provides complex administrative and professional support to City Council and management. Serves as custodian of records, oversees codification of ordinances, manages elections, prepares council agendas and minutes, issues permits/licenses, and supervises clerical staffs
FLSA Status	Non-Exempt	Non-Exempt	Exempt	Exempt
Minimum Education	High School diploma or GEDs	High School diploma or GEDs	Associate degree in Public Administration, Business Management, or related fields	Bachelor's degree in Business Management, Records Management, Public Administration, or related fields
Minimum Experience	2 years of office administration or related clerical experience	3 years of office administration, permitting, or related field experience	2 years of municipal government experience; Texas Registered Municipal Clerk certification within 3 years	4 years of municipal government experience; Texas Registered Municipal Clerk certification required
Pay Grade	106	107	114	121

**EXHIBIT 6E
CAREER FAMILY: BUILDING CODES**

Title/Categories	Code Compliance Officer	Building Inspector I	Building Inspector II (proposed)	Building Official
Job Summary	Protects community welfare through education, outreach, and enforcement of zoning, nuisance, land use, and safety codes. Conducts inspections, investigates complaints, and promotes voluntary compliance.	Performs inspections and plan reviews of residential and commercial construction for compliance with codes and ordinances. Advises contractors and maintains records.	Advanced inspection and plan review role. Handles more complex inspections, provides technical guidance to junior inspectors, and may specialize in structural, electrical, plumbing, or mechanical codes. Assists Building Official in code interpretation and compliance.	Leads the Building Codes division, supervises staff, and enforces building and life safety codes. Oversees plan reviews, inspections, code enforcement, ordinance development, and budget administration.
FLSA Status	Non-Exempt	Non-Exempt	Non-Exempt	Exempt
Minimum Education	High School diploma or equivalent. Texas Code Enforcement Officer Registration required within 2 years.	High School diploma. Must obtain Texas State Plumbing Inspector License within 12 months.	High School diploma. ICC certification as Plans Examiner preferred. Bachelor's degree in related field desirable.	High School diploma or GED. Must obtain ICC Residential Building Inspector and Texas State Plumbing Inspector License within 6 months.
Minimum Experience	1 year of municipal code inspection, compliance, or outreach experience.	3 years of building inspection or plan review experience, or equivalent combination of education and experience.	5 years of building inspection experience with progressively increasing responsibility. Supervisory or lead inspector experience preferred.	10 years of progressively responsible experience in building codes, including 2 years in administration or supervision.
Pay Grade	110	112	114	123

The Building Inspector II would allow for employee growth as additional experience and certifications are achieved. A move to an Inspector II would not be automatic but would ensure that employees that meet the minimum qualifications are eligible for consideration should the City determine that class levels or operational needs warrant advancement to the higher classification.

**EXHIBIT 6E
CAREER FAMILY: ENGINEERING**

Title/Categories	GIS Technician	Environmental Program Manager	Infrastructure Inspector I	Infrastructure Inspector II (proposed)
Job Summary	Creates and maintains geospatial data and maps to support City operations. Provides technical support for GIS users, manages asset data, and assists with infrastructure planning.	Manages environmental programs including stormwater, water conservation, backflow prevention, hazardous waste, and tree preservation. Ensures compliance with state and federal regulations.	Performs inspections of public works infrastructure projects such as water, sewer, stormwater, and street systems. Ensures construction complies with approved plans and codes.	Advanced inspection role handling complex infrastructure projects. Provides guidance to Inspector I, reviews technical compliance, and manages more specialized or large-scale inspections.
FLSA Status	Non-Exempt	Exempt	Non-Exempt	Non-Exempt
Minimum Education	High School diploma or GED; training in GIS or related field desirable.	Bachelor's degree in natural/physical science, engineering, or environmental studies.	Associate's degree in related field or equivalent training.	Associate's degree in construction, engineering, or related field. Bachelor's degree preferred. Experience and appropriate certifications may apply.
Minimum Experience	Some GIS or technical mapping experience; 1 years.	4 years of program management or related environmental compliance experience.	2 years of construction inspection or related public works experience.	4 years of progressively responsible infrastructure inspection experience; supervisory or lead inspector experience preferred.
Pay Grade	113	114	115	117

The Infrastructure Inspector II would allow for employee growth as additional experience and certifications are achieved. A move to an Inspector II would not be automatic but would ensure that employees that meet the minimum qualifications are eligible for consideration should the City determine that class levels or operational needs warrant advancement to the higher classification.

**EXHIBIT 6E
CAREER FAMILY: ENGINEERING (CONTINUED)**

Title/Categories	City Planner	Project Manager	Engineering Manager	Director of Public Works
Job Summary	Performs professional planning work including research, zoning analysis, land use studies, and review of development applications. Advises City Council, Boards, and Commissions on planning issues.	Oversees capital and non-capital improvement projects from concept to completion. Manages budgets, schedules, compliance, and stakeholder engagement.	Supervises engineering staff and operations, ensuring compliance with municipal engineering standards. Manages design reviews, infrastructure planning, and capital projects.	Leads Public Works and Engineering Services. Oversees utilities, stormwater, streets, environmental compliance, planning, and capital improvement programs. Provides strategic leadership and manages departmental budgets.
FLSA Status	Exempt	Exempt	Exempt	Exempt
Minimum Education	Bachelor's degree in Urban Planning, Architecture, Geography, or related field.	Bachelor's degree in Civil Engineering, Construction Management, Environmental Sciences, Planning, or related field.	Bachelor's degree in Civil Engineering or related field. Professional Engineer (PE) license preferred.	Bachelor's degree in Civil or Environmental Engineering. Texas PE license required.
Minimum Experience	4 years of planning or related municipal experience.	4 years of project or construction management experience.	7 years of engineering experience, including supervisory responsibilities.	10 years of professional engineering experience, including 2+ years in management.
Pay Grade	117	119	124	127

**EXHIBIT 6E
CAREER FAMILY: FINANCE**

Title/Categories	Financial Specialist I	Financial Specialist II (proposed)	Accountant	Procurement Manager	Accounting Manager	Director of Finance
Job Summary	Entry-level role assisting with financial recordkeeping, reconciliations, accounts payable/receivable, payroll, and budget monitoring. Works under close supervision.	Intermediate-level role performing reconciliations, reviewing and posting payroll, journal entries, and preparation of financial schedules. Provides support across departments and ensures compliance with procedures.	Professional accounting role preparing reports, reconciliations, journal entries, and audit support. Assists with budget preparation and internal controls.	Designs, implements, and administers procurement operations, oversees contracts, ensures compliance with municipal procurement laws, and manages vendor relationships.	Supervises accounting division including payroll, accounts payable, audits, and reporting. Ensures compliance with GAAP/GASB and internal controls. Acts as interim Finance Director as needed.	Executive leadership of the Finance Department, overseeing accounting, procurement, treasury, payroll, debt, and financial reporting. Advises City leadership on financial matters.
FLSA Status	Non-Exempt	Non-Exempt	Exempt	Exempt	Exempt	Exempt
Minimum Education	Some college coursework in accounting, finance, or related field. Experience in lieu of may apply.	Associate's degree in Accounting, Finance, or related field. Experience in lieu of may apply.	Bachelor's degree in Accounting or related field (Governmental accounting experience preferred).	Bachelor's degree in Business, Accounting, or related field. CPPO certification preferred. Experience in lieu of may apply.	Bachelor's degree in Accounting, Finance, or Business Administration.	Bachelor's degree in Public Finance, Accounting, or related field; CPA or Certified Government Finance Officer require.
Minimum Experience	1 year of related experience (internship or clerical financial support preferred).	2 years of experience in accounting or financial support.	3 years of professional accounting experience.	5 years of procurement experience.	5 years of accounting/finance experience, including supervisory responsibilities.	10+ years of finance/accounting experience including 5+ years in management.
Pay Grade	109	111	114	119	121	128

The Financial Specialist II would allow for employee growth as additional experience and certifications are achieved. A move to an Inspector II would not be automatic but would ensure that employees that meet the minimum qualifications are eligible for consideration should the City determine that class levels or operational needs warrant advancement to the higher classification.

EXHIBIT 6E
CAREER FAMILY: HUMAN RESOURCES

Title/Categories	Human Resource Assistant (proposed)	Human Resources Generalist	Director of Human Resources
Job Summary	Entry-level HR role providing administrative and technical support in recruitment, onboarding, benefits, recordkeeping, and employee assistance. Ensures compliance with HR policies and procedures while supporting staff and supervisors.	Performs professional-level HR duties including recruitment, onboarding, benefits administration, compliance reporting, employee relations, training, and policy interpretation. Provides guidance to departments and supports HR programs.	Leads the Human Resources Department, managing employee relations, classification, compensation, recruiting, benefits, grievance management, training, compliance, and HR policy development. Provides strategic HR guidance to city leadership while ensuring compliance with federal and state employment laws.
FLSA Status	Non-Exempt	Exempt	Exempt
Minimum Education	Associate's degree in Human Resources, Business Administration, or related field. Experience in lieu of may apply.	Bachelor's degree in HR, Business Administration, or related field. Experience in lieu of may apply.	Bachelor's degree in HR Management or related field.
Minimum Experience	1 year of HR or administrative support experience.	3 years of progressively responsible HR management experience.	7+ years of progressive HR experience, preferably in municipal government.
Pay Grade	108	117	127

The Human Resource Assistant would allow for an entry into the series and support succession in the series. The City may also wish to consider a HR Specialist classification to support specific areas such as workman's compensation, benefits, compensation and classification data analysis, recruiting, etc.

EXHIBIT 6E
CAREER FAMILY: INFORMATION TECHNOLOGY

Title/Categories	IT Technician (proposed)	IT Network Specialist	IT Analyst (proposed)	IT Manager
Job Summary	Front-line IT support role providing customer service and help desk functions. Handles troubleshooting, hardware/software support, system setup, and resolves user issues in person and remotely. Escalates complex issues as needed.	Mid-level, providing support for the City's network infrastructure including switches, routers, servers, and security appliances. Performs help desk, system maintenance, and assists with network design, implementation, and security monitoring.	Mid-level IT role supporting network, enterprise management, and security functions. Provides technical analysis, system monitoring, and assists with implementations of new technologies. Bridges daily operations with specialized IT needs.	Oversees IT infrastructure and systems including applications, servers, networks, security, and end-user support. Manages IT policies, system security, disaster recovery, vendor relationships, and strategic IT planning
FLSA Status	Non-Exempt	Non-Exempt	Exempt	Exempt
Minimum Education	High School diploma or GED. CompTIA A+ certification preferred.	Associate's degree in computer-related field preferred. A+ certification required. Net+ and/or Sec+ preferred	Bachelor's degree in Information Technology, Computer Science, or related field. Specialized certifications may qualify in lieu of degree.	Bachelor's degree in Information Technology, Computer Science, or related field. Specialized certifications may qualify in lieu of degree.
Minimum Experience	1 year of IT support or help desk experience.	5 years of related IT experience	5 years of experience in IT support, systems, or network administration.	7 years of IT experience with expertise in systems, networking, and security
Pay Grade	110	114	117	125

The City currently relies on a two-person IT team to manage all technology needs across all departments/employees. While this structure has provided baseline coverage, it may place significant demands on the IT Manager and Network Specialist to address both front-line help desk requests and complex network/system issues. This may limit the City's ability to focus on proactive infrastructure improvements, cybersecurity, and long-term strategic planning. The IT Technician would be prioritized since the addition of this position would provide dedicated front-line support, including help desk coverage, troubleshooting, system setup, and end-user training. This position ensures that day-to-day technology needs are met promptly while freeing the Network Specialist and IT Manager to concentrate on higher-level infrastructure, security, and strategic initiatives. By prioritizing this role, the City addresses its most immediate need: ensuring reliable, responsive support to its employees.

**EXHIBIT 6E
CAREER FAMILY: MAINTENANCE**

Title/Categories	Custodian	Maintenance Technician	Maintenance Lead	Mechanic	Master Level Maintenance Specialist (proposed)	Maintenance Supervisor
Job Summary	Performs custodial and light maintenance duties for City facilities including cleaning, sanitizing, minor plumbing/electrical, and preventive equipment care. Assists with facility setup and field work as needed.	Performs general and semi-skilled maintenance and repair of City facilities, streets, and drainage systems. Operates equipment, assists skilled trades, and responds to emergencies.	Coordinates assigned maintenance projects and oversees tasks to ensure timely completion. Operates equipment, manages inventory, supports supervisor in scheduling, and serves as backup during emergencies	Responsible for maintenance and repair of City vehicles and fleet equipment, including diagnostics, preventive maintenance, inspections, and recordkeeping. Ensures compliance with safety and inspection standards.	Advanced maintenance specialist responsible for highly skilled repair, diagnostics, and specialized projects in multiple trades (mechanical, electrical, plumbing, HVAC, or heavy equipment). Provides technical guidance and mentors junior staff.	Leads maintenance operations including facilities, vehicles, and infrastructure upkeep. Supervises staff, manages budgets, coordinates projects, and oversees compliance with safety and operational standards
FLSA Status	Non-Exempt	Non-Exempt	Non-Exempt	Non-Exempt	Exempt	Exempt
Minimum Education	High School diploma or equivalent.	High School diploma or GED.	High School diploma or GED	High School diploma or GED; Industry Certifications based on type of primary type of equipment.	High School diploma or GED. Technical certifications in specialized trade(s).	High School diploma or GED. Appropriate technical/trade certifications.
Minimum Experience	1 year of custodial and maintenance experience.	2 years of construction, maintenance, or heavy equipment operation - demonstrated experience.	4 years of construction/maintenance experience, with 1 year in a lead role preferred	5 years of verifiable automotive and equipment repair experience, or equivalent combination of training and certification	7 years of progressively responsible maintenance or skilled trade experience, including advanced technical expertise.	7 years of construction/maintenance experience including supervisory responsibility
Pay Grade	104	108	110*	111	115	116

The Master Trades classification would serve as a senior-level technical expert, to recognize advanced certifications, specialized skills, and significant field experience. Establishing this level would provide employees with a clear pathway for advancement and enhance succession. * Recommend pay grade adjustment from 109 to 110 in future evaluation.

**EXHIBIT 6E
CAREER FAMILY: COURT CLERK**

Title/Categories	Court Clerk I	Court Clerk II (proposed)	Court Clerk III (proposed)
Job Summary	Supports Municipal Court operations by assisting with filings, processing citations, scheduling hearings, preparing records, and coordinating with judges, prosecutors, and police. Handles financial transactions and provides customer service.	Performs more complex clerical, administrative, and technical tasks for the Municipal Court, including processing filings, issuing warrants, handling payments, preparing dockets, and coordinating with justice system partners. Provides guidance to entry-level clerks.	Performs advanced clerical and administrative work for the Municipal Court, including preparing and maintaining court records, ensuring compliance with statutory requirements, training and mentoring junior clerks, and serving as a lead resource for judges, attorneys, and justice system partners. May supervise daily workflow of lower-level clerks.
FLSA Status	Non-Exempt	Non-Exempt	Non-Exempt
Minimum Education	High School diploma or GED Completion of TMCEC Court Clerk Level I education within 18 months of hire	High School diploma or GED Level I Court Clerk Certification required; Level II Court Clerk Certification must be obtained within 24 months of promotion/hire	High School diploma or GED Level II Court Clerk Certification required; Level III Court Clerk Certification required or must be obtained within 36 months of promotion/hire
Minimum Experience	1 year of clerical or court-related experience preferred	1 years municipal court clerical experience, including at least one year as a Court Clerk I or equivalent	5 years of progressively responsible municipal court clerical experience, including at least one year at the Court Clerk II level
Pay Grade	107	109	111

The addition of Court Clerk II and III classifications create a clear career path for employees as they gain experience, certifications, and advanced skills. These levels do not add positions but recognize increased responsibility, support professional growth, and strengthen the overall effectiveness of Municipal Court operations.

**EXHIBIT 6E
CAREER FAMILY: PUBLIC SAFETY**

Title/Categories	Police Cadet	Police Officer	School Resource Officer	Police Corporal	Police Sergeant	Police Lieutenant	Chief of Police
Job Summary	A trainee position providing exposure to law enforcement through classroom instruction, structured training, and supervised field activities. Assists with non-enforcement duties, community outreach, and administrative support.	Performs law enforcement duties including patrol, crime prevention, emergency response, traffic enforcement, investigations, and arrests. Prepares reports, testifies in court, and supports community policing	Assigned to a school campus, providing law enforcement, student engagement, and safety services. Handles investigations, juvenile issues, prevention programs, and campus events. Performs duties of a Police Officer	Acts as a field training officer and shift leader, mentoring officers, coordinating patrol activities, conducting investigations, and serving as liaison between officers and supervisors	Supervises officers, assigns patrols, manages incidents, oversees training, and ensures compliance with policies. Provides leadership and guidance to corporals and officers	Oversees sergeants and divisions, manages operations, implements policies, and supports the Chief of Police in departmental strategy and emergency response	Serves as executive leader of the Police Department, responsible for overall strategy, operations, budgeting, and community engagement. Represents the City in law enforcement matters
FLSA Status	Non-Exempt	Non-Exempt	Non-Exempt	Non-Exempt	Non-Exempt	Exempt	Exempt
Minimum Education	High School diploma or GED.	High School diploma or GED.	High School diploma or GED.	High School diploma or GED.	Associate or Bachelor's degree preferred.	Bachelor's degree in Criminal Justice or related field.	Bachelor's degree in Criminal Justice, Public Administration, or related field.
Minimum Experience	0 years; intent to apply to police academy	TCOLE Peace Officer License required	TCOLE Peace Officer License and TASRO SRO Certification (within 180 days)	2 years progressive law enforcement experience with leadership skills; TCOLE Intermediate Peace Officer License required.	5 years progressive law enforcement experience with supervisory experience; Advanced Peace Officer Certification preferred.	7 years progressive experience, 3 years supervisory; Advanced Peace Officer License required	10 years progressive law enforcement experience, 5 in command; TCOLE Master Peace Officer License required
Pay Grade	201	202	202	203	204	125	129

**EXHIBIT 6E
CAREER FAMILY: UTILITIES**

Title/Categories	Utilities Clerk	Utility Technician	Senior Utilities Clerk (proposed)	Water/Wastewater Operator I	Water/Wastewater Operator II
Job Summary	Handles billing, account management, customer service, and clerical support for utility services. Processes meter readings, billing reports, payments, delinquent accounts, and responds to customer inquiries	Performs unskilled and semi-skilled maintenance, construction, and repair work for water and wastewater facilities. Operates equipment, assists in distribution and treatment systems, and supports emergency response	Handles billing, account management, customer service, and clerical support for utility services. Responsible for handling complex issues. Processes meter readings, billing reports, payments, delinquent accounts, and responds to customer inquiries. Identifies anomalies in reports and coordinates with utility technicians to resolve.	Entry-level operator performing maintenance and repair of City water supply, treatment, and wastewater collection systems. Assists in inspections, sampling, and basic operations of facilities	Intermediate operator responsible for performing inspections, water quality sampling, facility maintenance, and operation of water and wastewater systems. Ensures compliance with state and federal standards.
FLSA Status	Non-Exempt	Non-Exempt	Non-Exempt	Non-Exempt	Non-Exempt
Minimum Education	High School diploma or GED	High School diploma or GED	High School diploma or GED	High School diploma or GED	High School diploma or GED
Minimum Experience	2 years of office administration or utility billing experience	2 years of maintenance, construction, or repair experience	3 years of utility billing experience	2 years of construction, maintenance, or repair experience; TCEQ Class C Water/Wastewater license within 2 years	2 years of related experience; TCEQ Class C licenses required
Pay Grade	107	108	109	109	112

The City may wish to consider a Senior Utilities Clerk classification to provide a defined advancement opportunity for employees who have developed greater expertise in utility billing and customer service. This level recognizes the ability to handle complex account issues, identify reporting anomalies, and coordinate with field staff, ensuring stronger integration between customer service and technical operations.

**EXHIBIT 6E
CAREER FAMILY: UTILITIES (CONTINUED)**

Title/Categories	Water/Wastewater Operator III	Wastewater Supervisor	Water Supervisor	Assistant Director of Public Works
Job Summary	Advanced operator with supervisory duties over Technicians and Operators I & II. Oversees operations, performs troubleshooting, sampling, and quality control for water and wastewater facilities	Oversees wastewater division operations, including treatment plants, lift stations, and collection systems. Manages staff, ensures compliance with permits, and supports capital projects	Supervises City water systems including treatment, distribution, and compliance activities. Oversees staff, performs inspections, and ensures safe drinking water production	Provides executive leadership for Public Works operations, including utilities, streets, facilities, and capital projects. Oversees supervisors, manages budgets, and ensures compliance with municipal, state, and federal standards.
FLSA Status	Non-Exempt	Exempt	Exempt	Exempt
Minimum Education	High School diploma or GED	High School diploma or GED	High School diploma or GED	Bachelor's degree in Civil/Environmental Engineering, Public Administration, or related field.
Minimum Experience	2 years of progressive experience; TCEQ Class C and Operator II license required	8 years of wastewater systems experience with 3 years in supervision; Class B Wastewater License required	8 years of utility construction or water operations experience; TCEQ Class B Ground Water License required	10 years of municipal operations experience including 3 years in a supervisory capacity.
Pay Grade	114	118	118	126

FINDING

Many of the current job descriptions require updating to accurately reflect the new titling and job duties being performed by the employee. Updating these descriptions will help ensure internal equity, compliance with FLSA standards, and consistency with regional labor market practices.

RECOMMENDATION 2: Update existing class descriptions to reflect the new classification system and review all updated descriptions for FLSA status.

During the internal equity assessment, consideration of the relationships between and the type of work being performed by the City's employees in their classifications was reviewed and analyzed. Evergreen recommends that classifications be updated to ensure job descriptions accurately reflect the work being carried out by employees. The job description update is ongoing as of the writing of this report, and updates to existing job descriptions will be provided under separate cover.

6.2 COMPENSATION RECOMMENDATIONS

The compensation analysis consisted of two parts: an external market assessment and an internal equity assessment. During the external market assessment, the City's compensation for selected benchmark classifications was compared to the average compensation offered in the regional labor market. The external assessment described in detail in **Chapter 4** of this report revealed the City is currently lagging the market at the minimum and midpoint of the range. A defined policy is needed to ensure the pay plan remains aligned with market changes and adjusts for inflation, providing a framework for effective, ongoing compensation maintenance.

FINDING

The City currently maintains two pay plans, a general plan and a non-exempt public safety plan. The City's current general pay plan includes 51 pay groups with 18 steps each; however, only 22 of these grades are currently in use. Maintaining nearly 30 unused grades creates unnecessary complexity and reduces transparency for employees. In addition, given that the City has modified its compensation philosophy to emphasize merit-based salary progression, the current step progression should be modified to accommodate the new updated approach.

The non-exempt public safety pay plan ranges from PD-201 (Cadet) through PD-9 (Sergeant). Each grade contains 14 steps with a 2.5 percent step progression. All grades have a consistent percent range spread, midpoint progression between grades that varies from 11 percent to 19 percent, with higher percentages reflecting the increased responsibility and leadership expectations of advanced roles.

RECOMMENDATION 3: Adopt a new, market-responsive compensation structure with a 30-step plan and a 1.5 percent step progression and assign all positions to it equitably.

The City's general pay plan requires revision to ensure that it both rewards strong employee performance and maintains competitiveness with the market. Under the current structure, employees can advance to the maximum of their pay range too quickly, leaving limited room to recognize performance and creating the potential for added budget pressures.

To better support the City's performance-based compensation philosophy, Evergreen recommends implementing a revised structure with 30 steps and 1.5 percent increases between steps. Pay ranges are adjusted to 54 percent to accommodate the additional steps. This framework continues to recognize tenure by providing a 1.5 percent annual adjustment for employees who receive favorable performance evaluations. At the same time, it introduces a mechanism for higher-performing employees to be recognized, allowing multiple-step advancements for those who exceed expectations. To minimize the number of pay grades, the progression between grades 125 and 130 has been set slightly higher to reflect the increased level of responsibility and risk associated with leadership classifications. Over time as the City grows, leadership may elect to expand the number of pay grades and standardize the progression to five percent between all grades. Details of the proposed pay plans are provided in **Exhibit 6F**.

The non-civilian pay plan has been updated in a similar manner to ensure alignment and consistency across the organization. The structure now includes seven additional steps, one new pay grade, and greater longevity within the ranges. Grade progressions have been increased to align with market standards and to reflect the expanding scope of responsibility at higher ranks. Minimum and maximum salaries have also been raised to strengthen competitiveness with peer organizations.

**EXHIBIT 6F
PROPOSED GENERAL PAY PLAN**

Grade	Minimum	Maximum	Range Spread	Midpoint Progression
101	\$ 31,200.00	\$ 48,047.39	54.0%	-
102	\$ 32,003.00	\$ 49,284.00	54.0%	2.6%
103	\$ 33,603.15	\$ 51,748.20	54.0%	5.0%
104	\$ 35,283.31	\$ 54,335.61	54.0%	5.0%
105	\$ 37,047.47	\$ 57,052.39	54.0%	5.0%
106	\$ 38,899.85	\$ 59,905.01	54.0%	5.0%
107	\$ 40,844.84	\$ 62,900.26	54.0%	5.0%
108	\$ 42,887.08	\$ 66,045.27	54.0%	5.0%
109	\$ 45,031.43	\$ 69,347.53	54.0%	5.0%
110	\$ 47,283.01	\$ 72,814.91	54.0%	5.0%
111	\$ 49,647.16	\$ 76,455.65	54.0%	5.0%
112	\$ 52,129.51	\$ 80,278.44	54.0%	5.0%
113	\$ 54,735.99	\$ 84,292.36	54.0%	5.0%
114	\$ 57,472.79	\$ 88,506.98	54.0%	5.0%
115	\$ 60,346.43	\$ 92,932.33	54.0%	5.0%
116	\$ 63,363.75	\$ 97,578.94	54.0%	5.0%
117	\$ 66,531.94	\$ 102,457.89	54.0%	5.0%
118	\$ 69,858.54	\$ 107,580.78	54.0%	5.0%
119	\$ 73,351.46	\$ 112,959.82	54.0%	5.0%
120	\$ 77,019.04	\$ 118,607.81	54.0%	5.0%
121	\$ 80,869.99	\$ 124,538.20	54.0%	5.0%
122	\$ 84,913.49	\$ 130,765.11	54.0%	5.0%
123	\$ 89,159.16	\$ 137,303.37	54.0%	5.0%
124	\$ 93,617.12	\$ 144,168.54	54.0%	5.0%
125	\$ 102,978.83	\$ 158,585.39	54.0%	10.0%
126	\$ 110,187.35	\$ 169,686.37	54.0%	7.0%
127	\$ 117,900.46	\$ 181,564.42	54.0%	7.0%
128	\$ 126,153.50	\$ 194,273.92	54.0%	7.0%
129	\$ 132,461.17	\$ 203,987.62	54.0%	5.0%
130	\$ 141,733.45	\$ 218,266.75	54.0%	7.0%

EXHIBIT 6F (CONTINUED)
PROPOSED GENERAL PAY PLAN – STEPS 1-10

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
101	\$31,200.00	\$31,668.00	\$32,143.02	\$32,625.17	\$33,114.54	\$33,611.26	\$34,115.43	\$34,627.16	\$35,146.57	\$35,673.77
102	\$32,003.00	\$32,483.05	\$32,970.29	\$33,464.85	\$33,966.82	\$34,476.32	\$34,993.46	\$35,518.37	\$36,051.14	\$36,591.91
103	\$33,603.15	\$34,107.20	\$34,618.81	\$35,138.09	\$35,665.16	\$36,200.14	\$36,743.14	\$37,294.29	\$37,853.70	\$38,421.50
104	\$35,283.31	\$35,812.56	\$36,349.75	\$36,894.99	\$37,448.42	\$38,010.14	\$38,580.29	\$39,159.00	\$39,746.38	\$40,342.58
105	\$37,047.47	\$37,603.18	\$38,167.23	\$38,739.74	\$39,320.84	\$39,910.65	\$40,509.31	\$41,116.95	\$41,733.70	\$42,359.71
106	\$38,899.85	\$39,483.34	\$40,075.59	\$40,676.73	\$41,286.88	\$41,906.18	\$42,534.78	\$43,172.80	\$43,820.39	\$44,477.69
107	\$40,844.84	\$41,457.51	\$42,079.37	\$42,710.56	\$43,351.22	\$44,001.49	\$44,661.51	\$45,331.44	\$46,011.41	\$46,701.58
108	\$42,887.08	\$43,530.39	\$44,183.34	\$44,846.09	\$45,518.78	\$46,201.57	\$46,894.59	\$47,598.01	\$48,311.98	\$49,036.66
109	\$45,031.43	\$45,706.91	\$46,392.51	\$47,088.40	\$47,794.72	\$48,511.64	\$49,239.32	\$49,977.91	\$50,727.58	\$51,488.49
110	\$47,283.01	\$47,992.25	\$48,712.14	\$49,442.82	\$50,184.46	\$50,937.23	\$51,701.29	\$52,476.80	\$53,263.96	\$54,062.92
111	\$49,647.16	\$50,391.86	\$51,147.74	\$51,914.96	\$52,693.68	\$53,484.09	\$54,286.35	\$55,100.64	\$55,927.15	\$56,766.06
112	\$52,129.51	\$52,911.46	\$53,705.13	\$54,510.71	\$55,328.37	\$56,158.29	\$57,000.67	\$57,855.68	\$58,723.51	\$59,604.36
113	\$54,735.99	\$55,557.03	\$56,390.39	\$57,236.24	\$58,094.79	\$58,966.21	\$59,850.70	\$60,748.46	\$61,659.69	\$62,584.58
114	\$57,472.79	\$58,334.88	\$59,209.91	\$60,098.05	\$60,999.52	\$61,914.52	\$62,843.24	\$63,785.88	\$64,742.67	\$65,713.81
115	\$60,346.43	\$61,251.63	\$62,170.40	\$63,102.96	\$64,049.50	\$65,010.24	\$65,985.40	\$66,975.18	\$67,979.81	\$68,999.50
116	\$63,363.75	\$64,314.21	\$65,278.92	\$66,258.10	\$67,251.98	\$68,260.76	\$69,284.67	\$70,323.94	\$71,378.80	\$72,449.48
117	\$66,531.94	\$67,529.92	\$68,542.87	\$69,571.01	\$70,614.57	\$71,673.79	\$72,748.90	\$73,840.13	\$74,947.74	\$76,071.95
118	\$69,858.54	\$70,906.41	\$71,970.01	\$73,049.56	\$74,145.30	\$75,257.48	\$76,386.35	\$77,532.14	\$78,695.12	\$79,875.55
119	\$73,351.46	\$74,451.73	\$75,568.51	\$76,702.04	\$77,852.57	\$79,020.36	\$80,205.66	\$81,408.75	\$82,629.88	\$83,869.33
120	\$77,019.04	\$78,174.32	\$79,346.94	\$80,537.14	\$81,745.20	\$82,971.37	\$84,215.95	\$85,479.18	\$86,761.37	\$88,062.79
121	\$80,869.99	\$82,083.04	\$83,314.28	\$84,564.00	\$85,832.46	\$87,119.94	\$88,426.74	\$89,753.14	\$91,099.44	\$92,465.93
122	\$84,913.49	\$86,187.19	\$87,480.00	\$88,792.20	\$90,124.08	\$91,475.94	\$92,848.08	\$94,240.80	\$95,654.41	\$97,089.23
123	\$89,159.16	\$90,496.55	\$91,854.00	\$93,231.81	\$94,630.28	\$96,049.74	\$97,490.48	\$98,952.84	\$100,437.13	\$101,943.69
124	\$93,617.12	\$95,021.38	\$96,446.70	\$97,893.40	\$99,361.80	\$100,852.22	\$102,365.01	\$103,900.48	\$105,458.99	\$107,040.88
125	\$102,978.83	\$104,523.51	\$106,091.37	\$107,682.74	\$109,297.98	\$110,937.45	\$112,601.51	\$114,290.53	\$116,004.89	\$117,744.96
126	\$110,187.35	\$111,840.16	\$113,517.76	\$115,220.53	\$116,948.84	\$118,703.07	\$120,483.61	\$122,290.87	\$124,125.23	\$125,987.11
127	\$117,900.46	\$119,668.97	\$121,464.00	\$123,285.96	\$125,135.25	\$127,012.28	\$128,917.47	\$130,851.23	\$132,814.00	\$134,806.21
128	\$126,153.50	\$128,045.80	\$129,966.49	\$131,915.98	\$133,894.72	\$135,903.14	\$137,941.69	\$140,010.82	\$142,110.98	\$144,242.64
129	\$132,461.17	\$134,448.09	\$136,464.81	\$138,511.78	\$140,589.46	\$142,698.30	\$144,838.77	\$147,011.36	\$149,216.53	\$151,454.77
130	\$141,733.45	\$143,859.45	\$146,017.35	\$148,207.61	\$150,430.72	\$152,687.18	\$154,977.49	\$157,302.15	\$159,661.68	\$162,056.61

**EXHIBIT 6E
PROPOSED GENERAL PAY PLAN – STEPS 11-20**

Grade	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
101	\$36,208.87	\$36,752.01	\$37,303.29	\$37,862.84	\$38,430.78	\$39,007.24	\$39,592.35	\$40,186.23	\$40,789.03	\$41,400.86
102	\$37,140.79	\$37,697.90	\$38,263.37	\$38,837.32	\$39,419.88	\$40,011.18	\$40,611.34	\$41,220.51	\$41,838.82	\$42,466.40
103	\$38,997.83	\$39,582.79	\$40,176.54	\$40,779.18	\$41,390.87	\$42,011.74	\$42,641.91	\$43,281.54	\$43,930.76	\$44,589.72
104	\$40,947.72	\$41,561.93	\$42,185.36	\$42,818.14	\$43,460.42	\$44,112.32	\$44,774.01	\$45,445.62	\$46,127.30	\$46,819.21
105	\$42,995.10	\$43,640.03	\$44,294.63	\$44,959.05	\$45,633.44	\$46,317.94	\$47,012.71	\$47,717.90	\$48,433.67	\$49,160.17
106	\$45,144.86	\$45,822.03	\$46,509.36	\$47,207.00	\$47,915.11	\$48,633.84	\$49,363.34	\$50,103.79	\$50,855.35	\$51,618.18
107	\$47,402.10	\$48,113.13	\$48,834.83	\$49,567.35	\$50,310.86	\$51,065.53	\$51,831.51	\$52,608.98	\$53,398.12	\$54,199.09
108	\$49,772.21	\$50,518.79	\$51,276.57	\$52,045.72	\$52,826.41	\$53,618.80	\$54,423.09	\$55,239.43	\$56,068.02	\$56,909.04
109	\$52,260.82	\$53,044.73	\$53,840.40	\$54,648.01	\$55,467.73	\$56,299.74	\$57,144.24	\$58,001.40	\$58,871.42	\$59,754.50
110	\$54,873.86	\$55,696.97	\$56,532.42	\$57,380.41	\$58,241.11	\$59,114.73	\$60,001.45	\$60,901.47	\$61,815.00	\$62,742.22
111	\$57,617.55	\$58,481.82	\$59,359.04	\$60,249.43	\$61,153.17	\$62,070.47	\$63,001.52	\$63,946.55	\$64,905.75	\$65,879.33
112	\$60,498.43	\$61,405.91	\$62,327.00	\$63,261.90	\$64,210.83	\$65,173.99	\$66,151.60	\$67,143.87	\$68,151.03	\$69,173.30
113	\$63,523.35	\$64,476.20	\$65,443.34	\$66,425.00	\$67,421.37	\$68,432.69	\$69,459.18	\$70,501.07	\$71,558.58	\$72,631.96
114	\$66,699.52	\$67,700.01	\$68,715.51	\$69,746.24	\$70,792.44	\$71,854.33	\$72,932.14	\$74,026.12	\$75,136.51	\$76,263.56
115	\$70,034.50	\$71,085.01	\$72,151.29	\$73,233.56	\$74,332.06	\$75,447.04	\$76,578.75	\$77,727.43	\$78,893.34	\$80,076.74
116	\$73,536.22	\$74,639.26	\$75,758.85	\$76,895.23	\$78,048.66	\$79,219.39	\$80,407.68	\$81,613.80	\$82,838.01	\$84,080.58
117	\$77,213.03	\$78,371.23	\$79,546.79	\$80,740.00	\$81,951.10	\$83,180.36	\$84,428.07	\$85,694.49	\$86,979.91	\$88,284.61
118	\$81,073.68	\$82,289.79	\$83,524.13	\$84,777.00	\$86,048.65	\$87,339.38	\$88,649.47	\$89,979.21	\$91,328.90	\$92,698.84
119	\$85,127.37	\$86,404.28	\$87,700.34	\$89,015.85	\$90,351.08	\$91,706.35	\$93,081.95	\$94,478.17	\$95,895.35	\$97,333.78
120	\$89,383.73	\$90,724.49	\$92,085.36	\$93,466.64	\$94,868.64	\$96,291.67	\$97,736.04	\$99,202.08	\$100,690.11	\$102,200.47
121	\$93,852.92	\$95,260.72	\$96,689.63	\$98,139.97	\$99,612.07	\$101,106.25	\$102,622.84	\$104,162.19	\$105,724.62	\$107,310.49
122	\$98,545.57	\$100,023.75	\$101,524.11	\$103,046.97	\$104,592.67	\$106,161.56	\$107,753.99	\$109,370.30	\$111,010.85	\$112,676.01
123	\$103,472.85	\$105,024.94	\$106,600.31	\$108,199.32	\$109,822.31	\$111,469.64	\$113,141.69	\$114,838.81	\$116,561.39	\$118,309.81
124	\$108,646.49	\$110,276.19	\$111,930.33	\$113,609.28	\$115,313.42	\$117,043.12	\$118,798.77	\$120,580.75	\$122,389.46	\$124,225.31
125	\$119,511.14	\$121,303.80	\$123,123.36	\$124,970.21	\$126,844.76	\$128,747.44	\$130,678.65	\$132,638.83	\$134,628.41	\$136,647.84
126	\$127,876.92	\$129,795.07	\$131,742.00	\$133,718.13	\$135,723.90	\$137,759.76	\$139,826.15	\$141,923.55	\$144,052.40	\$146,213.18
127	\$136,828.30	\$138,880.73	\$140,963.94	\$143,078.40	\$145,224.57	\$147,402.94	\$149,613.98	\$151,858.19	\$154,136.07	\$156,448.11
128	\$146,406.28	\$148,602.38	\$150,831.41	\$153,093.88	\$155,390.29	\$157,721.15	\$160,086.96	\$162,488.27	\$164,925.59	\$167,399.48
129	\$153,726.60	\$156,032.50	\$158,372.98	\$160,748.58	\$163,159.81	\$165,607.20	\$168,091.31	\$170,612.68	\$173,171.87	\$175,769.45
130	\$164,487.46	\$166,954.77	\$169,459.09	\$172,000.98	\$174,580.99	\$177,199.71	\$179,857.70	\$182,555.57	\$185,293.90	\$188,073.31

EXHIBIT 6E (CONTINUED)
PROPOSED GENERAL PAY PLAN – STEPS 21-30

Grade	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30
101	\$42,021.88	\$42,652.20	\$43,291.99	\$43,941.37	\$44,600.49	\$45,269.50	\$45,948.54	\$46,637.77	\$47,337.33	\$48,047.39
102	\$43,103.40	\$43,749.95	\$44,406.20	\$45,072.29	\$45,748.38	\$46,434.60	\$47,131.12	\$47,838.09	\$48,555.66	\$49,284.00
103	\$45,258.57	\$45,937.45	\$46,626.51	\$47,325.91	\$48,035.80	\$48,756.33	\$49,487.68	\$50,229.99	\$50,983.44	\$51,748.20
104	\$47,521.50	\$48,234.32	\$48,957.84	\$49,692.20	\$50,437.59	\$51,194.15	\$51,962.06	\$52,741.49	\$53,532.62	\$54,335.61
105	\$49,897.57	\$50,646.04	\$51,405.73	\$52,176.81	\$52,959.47	\$53,753.86	\$54,560.17	\$55,378.57	\$56,209.25	\$57,052.39
106	\$52,392.45	\$53,178.34	\$53,976.01	\$54,785.66	\$55,607.44	\$56,441.55	\$57,288.17	\$58,147.50	\$59,019.71	\$59,905.01
107	\$55,012.08	\$55,837.26	\$56,674.82	\$57,524.94	\$58,387.81	\$59,263.63	\$60,152.58	\$61,054.87	\$61,970.70	\$62,900.26
108	\$57,762.68	\$58,629.12	\$59,508.56	\$60,401.18	\$61,307.20	\$62,226.81	\$63,160.21	\$64,107.62	\$65,069.23	\$66,045.27
109	\$60,650.81	\$61,560.58	\$62,483.98	\$63,421.24	\$64,372.56	\$65,338.15	\$66,318.22	\$67,313.00	\$68,322.69	\$69,347.53
110	\$63,683.35	\$64,638.60	\$65,608.18	\$66,592.31	\$67,591.19	\$68,605.06	\$69,634.13	\$70,678.65	\$71,738.83	\$72,814.91
111	\$66,867.52	\$67,870.53	\$68,888.59	\$69,921.92	\$70,970.75	\$72,035.31	\$73,115.84	\$74,212.58	\$75,325.77	\$76,455.65
112	\$70,210.90	\$71,264.06	\$72,333.02	\$73,418.02	\$74,519.29	\$75,637.08	\$76,771.63	\$77,923.21	\$79,092.06	\$80,278.44
113	\$73,721.44	\$74,827.26	\$75,949.67	\$77,088.92	\$78,245.25	\$79,418.93	\$80,610.22	\$81,819.37	\$83,046.66	\$84,292.36
114	\$77,407.51	\$78,568.63	\$79,747.16	\$80,943.36	\$82,157.51	\$83,389.88	\$84,640.73	\$85,910.34	\$87,198.99	\$88,506.98
115	\$81,277.89	\$82,497.06	\$83,734.51	\$84,990.53	\$86,265.39	\$87,559.37	\$88,872.76	\$90,205.85	\$91,558.94	\$92,932.33
116	\$85,341.79	\$86,621.91	\$87,921.24	\$89,240.06	\$90,578.66	\$91,937.34	\$93,316.40	\$94,716.15	\$96,136.89	\$97,578.94
117	\$89,608.87	\$90,953.01	\$92,317.30	\$93,702.06	\$95,107.59	\$96,534.21	\$97,982.22	\$99,451.95	\$100,943.73	\$102,457.89
118	\$94,089.32	\$95,500.66	\$96,933.17	\$98,387.17	\$99,862.97	\$101,360.92	\$102,881.33	\$104,424.55	\$105,990.92	\$107,580.78
119	\$98,793.78	\$100,275.69	\$101,779.83	\$103,306.52	\$104,856.12	\$106,428.96	\$108,025.40	\$109,645.78	\$111,290.47	\$112,959.82
120	\$103,733.47	\$105,289.48	\$106,868.82	\$108,471.85	\$110,098.93	\$111,750.41	\$113,426.67	\$115,128.07	\$116,854.99	\$118,607.81
121	\$108,920.15	\$110,553.95	\$112,212.26	\$113,895.44	\$115,603.87	\$117,337.93	\$119,098.00	\$120,884.47	\$122,697.74	\$124,538.20
122	\$114,366.15	\$116,081.65	\$117,822.87	\$119,590.21	\$121,384.07	\$123,204.83	\$125,052.90	\$126,928.69	\$128,832.63	\$130,765.11
123	\$120,084.46	\$121,885.73	\$123,714.01	\$125,569.73	\$127,453.27	\$129,365.07	\$131,305.55	\$133,275.13	\$135,274.26	\$137,303.37
124	\$126,088.69	\$127,980.02	\$129,899.72	\$131,848.21	\$133,825.93	\$135,833.32	\$137,870.82	\$139,938.89	\$142,037.97	\$144,168.54
125	\$138,697.55	\$140,778.02	\$142,889.69	\$145,033.03	\$147,208.53	\$149,416.66	\$151,657.91	\$153,932.77	\$156,241.77	\$158,585.39
126	\$148,406.38	\$150,632.48	\$152,891.97	\$155,185.34	\$157,513.13	\$159,875.82	\$162,273.96	\$164,708.07	\$167,178.69	\$169,686.37
127	\$158,794.83	\$161,176.75	\$163,594.40	\$166,048.32	\$168,539.04	\$171,067.13	\$173,633.14	\$176,237.63	\$178,881.20	\$181,564.42
128	\$169,910.47	\$172,459.12	\$175,046.01	\$177,671.70	\$180,336.78	\$183,041.83	\$185,787.46	\$188,574.27	\$191,402.88	\$194,273.92
129	\$178,405.99	\$181,082.08	\$183,798.31	\$186,555.29	\$189,353.62	\$192,193.92	\$195,076.83	\$198,002.98	\$200,973.03	\$203,987.62
130	\$190,894.41	\$193,757.83	\$196,664.19	\$199,614.16	\$202,608.37	\$205,647.49	\$208,732.21	\$211,863.19	\$215,041.14	\$218,266.75

EXHIBIT 6F (CONTINUED)
PROPOSED PAY PLAN PUBLIC SAFETY

Grade	Minimum	Maximum	Range Spread	Midpoint Progression
201	\$ 56,000.00	\$ 75,423.88	34.7%	
202	\$ 67,000.00	\$ 90,239.29	34.7%	20%
203	\$ 77,786.00	\$ 104,766.46	34.7%	16%
204	\$ 89,454.00	\$ 120,481.57	34.7%	15%

**The Lieutenant and Chief of Police are placed on the general plan, calculated at 2080 rather than the modified police calendar.*

EXHIBIT 6E (CONTINUED)
PROPOSED PAY PLAN – PUBLIC SAFETY STEPS 1-21

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
201	\$56,000.00	\$56,840.00	\$57,692.60	\$58,557.99	\$59,436.36	\$60,327.90	\$61,232.82	\$62,151.32	\$63,083.58	\$64,029.84
202	\$67,000.00	\$68,005.00	\$69,025.08	\$70,060.45	\$71,111.36	\$72,178.03	\$73,260.70	\$74,359.61	\$75,475.00	\$76,607.13
203	\$77,786.00	\$78,952.79	\$80,137.08	\$81,339.14	\$82,559.23	\$83,797.61	\$85,054.58	\$86,330.40	\$87,625.35	\$88,939.73
204	\$89,454.00	\$90,795.81	\$92,157.75	\$93,540.11	\$94,943.22	\$96,367.36	\$97,812.87	\$99,280.07	\$100,769.27	\$102,280.81

Grade	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21
201	\$64,990.29	\$65,965.14	\$66,954.62	\$67,958.94	\$68,978.32	\$70,013.00	\$71,063.19	\$72,129.14	\$73,211.08	\$74,309.24	\$75,423.88
202	\$77,756.24	\$78,922.58	\$80,106.42	\$81,308.01	\$82,527.63	\$83,765.55	\$85,022.03	\$86,297.36	\$87,591.82	\$88,905.70	\$90,239.29
203	\$90,273.83	\$91,627.94	\$93,002.36	\$94,397.39	\$95,813.35	\$97,250.55	\$98,709.31	\$100,189.95	\$101,692.80	\$103,218.19	\$104,766.46
204	\$103,815.02	\$105,372.24	\$106,952.83	\$108,557.12	\$110,185.48	\$111,838.26	\$113,515.83	\$115,218.57	\$116,946.85	\$118,701.05	\$120,481.57

Implementation of the new compensation structure requires two steps. First, all positions were assigned to an appropriate pay grade within the plan. To determine what pay grade each position was assigned, Evergreen used the following factors: the results of the JAT employee survey analysis, the results of the market study, as well as consideration for both existing and newly created internal relationships between classifications. Included with this analysis were extensive interviews with the Project Leadership Team and feedback from each of the key service areas in the City. Assigning pay grades to classifications requires a balance of internal equity and desired market position, and recruitment and retention concerns also played a role in the process. Thus, the external market analysis results discussed in Chapters 4 and 5 were not the sole criteria for the proposed pay ranges.

Employee benefits are a critical component of the City's total compensation package and play a central role in attracting, retaining, and supporting a high-quality workforce. While Fair Oaks Ranch's benefits program is competitive in many areas, Evergreen's analysis identified targeted opportunities to enhance employee value and strengthen alignment with peer practices. Detailed recommendations are provided in **Chapter 5**; a summary is included here for reference.

RECOMMENDATION 4: Reinforce benefit competitiveness while addressing identified gaps.

As outlined in Chapter 5, the City's benefits program is competitive in several key areas, including healthcare premiums for employee-only coverage and leave accruals. However, opportunities remain to strengthen recruitment and retention outcomes by refining plan design and modernizing the overall benefits mix. Specifically, recommendations include addressing high dependent deductibles and considering annual leave payback. In addition, introducing targeted enhancements such as paid parental leave and tuition reimbursement would align the City with peer practices and evolving workforce expectations. By implementing these refinements, the City can build on its existing strengths while better supporting employees and their families.

RECOMMENDATION 5: Evergreen recommends the City adopt a methodology to transition employee salaries into the proposed pay plan that aligns with its established compensation philosophy and meets the available financial resources of the City.

After all classifications are assigned a new pay grade, a methodology must be selected to place the employees who occupy these job classifications into those market-competitive pay ranges. This step can be done via a variety of methods, each with its own strengths and drawbacks; Evergreen discussed several options to value employee tenure, simplify employee progression moving forward, help reduce wage compression, and bring employees closer to a competitive position in the market. Ultimately, a modified approach was selected for all employees. This option is outlined below, and the costs are shown in **Exhibit 6G**.

**EXHIBIT 6G
IMPLEMENTATION OPTION AND COST SUMMARY**

All Employees Implementation Option	Total Salary-Only Cost	Number of Employees Adjusted	Average Adjustment for Impacted Employees	% of Payroll
Bring to Min + 1 Step	\$ 247,054.69	79	\$ 3,127.27	4.5%

Modified Bring to Minimum + Step

The City should consider implementation of the new pay plan using a Modified Bring to Minimum + Step approach. This method ensures an equitable transition for all employees while addressing internal alignment and market competitiveness.

Under this approach, all employees are placed on the updated pay schedule according to their current annual salary and the corresponding proposed pay range. Placement follows these criteria:

- Employees currently above the new minimum of their respective pay range will be placed at the closest step that does not reduce their current pay and then advanced one additional step.
- Employees currently below the new minimum of their proposed pay range will be placed at the range minimum and then advanced one additional step.

This method promotes fairness and consistency by aligning all employees with the new pay structure while recognizing their current position within the range. This approach is intended to consider the following:

- Reduces wage compression between existing employees and new hires.
- Ensures that all employees receive a tangible benefit from implementation.
- Provides slightly greater penetration into the pay range based on each employee's current salary level.
- Maintains internal equity while moving the organization closer to market competitiveness.

6.3 PERFORMANCE EVALUATION REVIEW

One of the deliverables of this study was to evaluate the current performance evaluation system in use by the City and provide recommendations for improvement. Performance management is a critical component of a modern compensation and classification system, as it links employee contributions to organizational outcomes, provides accountability for

supervisors, and creates opportunities for employee development. It is understood that any change to the current process may require an ordinance review and approval. Evergreen was provided with the current performance evaluation policies in response to the initial data request for the study. An important consideration is that job evaluation is distinct from employee performance appraisal. While job evaluation determines the internal worth of that role relative to other positions within the City, a performance evaluation measures how well an employee performs in a given role. The organizations with the best in brand culture and high-performing teams have a clear policy and process for delivering accurate and relevant job and performance evaluations.

Historical Context

The City has traditionally relied on a supervisor-driven evaluation system utilizing separate forms for managerial and non-managerial employees. These forms measured competencies such as customer service, communication, problem solving, and reliability. The system emphasized fairness, documentation, and goal setting, with ratings ranging from *Fails to Meet Expectations* to *Consistently and Substantially Exceeds Expectations*. Historically, performance evaluations were seen primarily as compliance tools to document employee performance rather than as active workforce development mechanisms. The City Council's policy priorities of including an element of outcomes-based compensation show a clear progression from the legacy evaluation to the one being used today.

Recent Changes

In 2024, the City introduced new performance evaluation templates and processes. Key changes included:

- Adoption of updated forms for both supervisory and non-supervisory staff.
- Establishment of a uniform review cycle (July 1 – June 30), with evaluations due to Human Resources by August 31.
- Expanded Human Resources oversight, including training for supervisors, Q&A sessions with staff, and structured review deadlines to ensure accountability.

Overview of the Current Performance Evaluation Process

The City currently operates with two evaluation tracks:

- Managerial Evaluations: Focus on leadership, decision-making, supervisory accountability, and departmental performance.
- Non-Managerial Evaluations: Focus on job knowledge, reliability, stakeholder satisfaction, professionalism, and teamwork.

Both forms require self-ratings, manager ratings, comments, and goal setting, with overall ratings tied to merit eligibility. Supervisors are instructed to avoid rating inflation, provide written justification for ratings, and use the evaluation process to set measurable goals.

Positions are rated against each factor, with point values assigned at varying levels of complexity. These points are then summed to determine the relative placement of the classification in the City's pay structure. The system was designed to maximize objectivity, reliability, and comparability across jobs

Benefits to the City

The original performance evaluation process offered several important benefits for Fair Oaks Ranch:

- Equity – ensure positions with similar employee performance were compensated consistently.
- Transparency – provided a documented, structured approach that reduced ad hoc decision-making.
- Administrative Efficiency – offered guidelines that standardized the process.
- Strategic Alignment – allows pay to be aligned with operational and organizational priorities at the time.

Comparison to Modern HR Best Practices

- Competency-Based Models – Many cities now integrate competencies (e.g., leadership, communication, adaptability) alongside traditional point factors to capture broader aspects of value.
- Market Responsiveness – Best practice models incorporate ongoing market data rather than relying solely on internal equity.
- Technology Integration – Modern evaluation systems leverage online job analysis tools, dashboards, and HRIS integration to improve efficiency and transparency.
- Employee Engagement – Today's best practices emphasize employee and supervisor participation throughout the process, building trust and buy-in.
- Equity and Inclusion – Modern approaches pay greater attention to reducing bias and ensuring systems support diversity, equity, and inclusion objectives.

Relative to these trends, Fair Oaks Ranch's legacy job evaluation system remains strong in its structured multi-factor methodology, but it could benefit from modernization that incorporates competencies, automation, and regular recalibration with internal priorities and external benchmarks.

Performance Evaluation Recommendations

Based on best practices observed across public sector organizations and review of the current City policy, Evergreen recommends the following improvements to the City's performance evaluation process:

RECOMMENDATION 6: Continue the implemented established process of evaluating, measuring, and reporting on performance metrics aligned with organizational outcomes.

The City has already implemented a performance evaluation system that balances recognition of tenure with measurable improvements in service delivery. Continuing this practice ensures that loyalty and institutional knowledge are valued while reinforcing accountability and high performance. To strengthen alignment, annual employee performance and professional goals should be directly tied to departmental objectives, the City's strategic plan, and other guiding documents. Progress should be reviewed at regular intervals to ensure consistency, transparency, and a clear connection between individual contributions and organizational priorities.

RECOMMENDATION 7: Introduce mid-year check-ins to supplement the annual evaluation.

The evaluation process should function as a continuous cycle rather than a once-per-year event. A formal mid-year check-in should be required for all employees to review progress on established goals, address performance concerns, and adjust as needed. In addition, supervisors should hold informal quarterly conversations, where appropriate, to provide timely feedback, reinforce expectations, and ensure ongoing alignment with departmental and Citywide objectives. These structured touchpoints will help prevent surprises during annual reviews and foster a culture of continuous improvement and accountability.

RECOMMENDATION 8: Continue the streamlined evaluation forms to focus on fewer, more clearly defined competencies that align with City values (e.g., service, accountability, teamwork, innovation).

The City has already simplified evaluation forms to focus on core competencies such as service, accountability, teamwork, innovation, communication, and customer service. This practice should be maintained to ensure consistency and reduce administrative burden. Moving forward, the City should also ensure that the selected competencies are appropriately applied at the position level, so that expectations reflect the specific responsibilities of each role while still reinforcing organizational values. This approach supports fairness, relevance, and alignment between individual performance and Citywide priorities.

RECOMMENDATION 9: Integrate technology support for evaluations.

An electronic performance management system enhances efficiency, ensures timeliness, and allows better tracking of goals, documentation, and employee development over time. Best practices also include features such as automated reminders for supervisors and employees, standardized evaluation templates tied to Citywide competencies, and dashboards that allow both managers and employees to monitor progress throughout the year. The system should also provide space to document professional development activities, training, and

certifications, creating a comprehensive record that supports succession planning and long-term workforce development. In addition, integrating evaluation data with HR and payroll systems improves consistency, reduces administrative burden, and ensures that performance outcomes can be more directly connected to merit-based pay decisions.

RECOMMENDATION 10: Evergreen recommends a performance evaluation process that would allow employees to move one step each year based on performance that meets defined expectations.

The City's updated pay structure, with 30 steps and smaller 1.5 percent increments, provides the flexibility to more closely link compensation to performance. Under the new five-point evaluation system, employees who meet expectations would advance by one step (1.5 percent). Employees who exceed expectations could be eligible for two steps (3 percent), while those with exemplary ratings could advance by up to three steps (4.5 percent) if budget allows. To reinforce accountability and recognition, Evergreen recommends that exemplary performance also be acknowledged publicly, with additional step increases reserved for significant and measurable achievements that contribute meaningfully to the City's success. This approach ensures that the evaluation process supports the City's merit-based philosophy while maintaining fiscal responsibility.

RECOMMENDATION 11: Consider Phased Implementation of 360-Degree Feedback.

The City should explore adding elements of a 360-degree evaluation process, particularly for leadership positions. This could begin with upward feedback (direct reports evaluating supervisors) on a pilot basis, with all feedback kept confidential and focused on professional growth. The intent of the 360 review is to inform and strengthen individual development plans rather than directly influence annual performance ratings. If successful, the program could later expand to a broader 360-degree process.

- Pros: Provides a fuller picture of performance, enhances leadership accountability, and strengthens employee engagement.
- Cons: Requires additional training, administrative support, and cultural readiness to avoid bias and misuse.

By implementing these recommendations, the City will strengthen its performance evaluation framework, making it more consistent, development-focused, and aligned with modern public sector practices. To be effective, the process must remain objective and directly tied to City-approved strategic documents with defined goals and public service outcomes. Employees should have clearly defined roles, responsibilities, and measurable goals so they understand "what a win looks like" and can identify areas for improvement. Evaluations must be based on agreed-upon, clearly defined metrics and aligned with the City's compensation philosophy to ensure that employee development, career progression, and pay progression are meaningfully connected. Performance ratings should inform compensation adjustments, professional development opportunities, and career pathing. For the system to succeed, implementation must be consistent and equitable, and supervisors must receive regular training to apply evaluation tools fairly, deliver constructive feedback, and actively support employee growth.

6.4 COMPENSATION AND CLASSIFICATION SYSTEM ADMINISTRATION

Any organization's compensation and classification system will need periodic maintenance. The goal is to maintain internal and external equity as organization priorities shift, desired service level outcomes adjust, and compensation philosophy changes occur organically with the approval and implementation of each subsequent fiscal budget. However, the overall consistency and integrity of the compensation structure should remain intact. One of the key issues impacting the City today is the publicly stated desire to provide best-in-brand service with high levels of accountability at a market-average wage. This disconnect in compensation philosophy will need to be evaluated to arrive at a linkage between rhetoric and the budget. The recommendations provided in this chapter were developed based on conditions at the time the study was conducted that were the result of incremental changes to the overall compensation structure. Without proper upkeep of the system, the potential for recruitment and retention issues may increase as the compensation and classification system becomes dated and less competitive.

RECOMMENDATION 12: Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues and adjust pay grade assignments if necessary.

While it is unlikely that the pay plan as a whole will need to be adjusted for several years, a small number of classifications' pay grades may need to be reassigned more frequently. If one or more classifications are exhibiting high turnover or are experiencing difficulty with recruitment, the City should collect salary range data from peer organizations to determine whether an adjustment to the pay plan is needed. Caution should be exercised to avoid making adjustments in isolation, as changes to one classification can create unintended internal equity or compression issues across related positions. Additional guidance on managing the plans and implementing pay grade adjustments is provided in Recommendation 14.

RECOMMENDATION 13: Preserve the practice of conducting a comprehensive classification and compensation study every three to five years.

While small-scale salary surveys can improve the market position of specific classifications impacted by new or short-term market forces, it is recommended that a full classification and compensation study be conducted every three to five years to preserve both internal and external equity for the City. Changes to classification and compensation do occur, and while the increments of change may seem minor, they can compound over time. This is evident when comparing the current system to the structure and needs of a pre-pandemic and post-pandemic labor market.

While the previous two recommendations intend to maintain the competitiveness over time of the classification and compensation structure as a whole, it is also necessary to establish procedures for determining equitable pay practices for individual employees.

RECOMMENDATION 14: Where necessary, revise ordinances, policies, and practices for moving employees' salaries through the pay plan, including procedures for performance

evaluation, determining salaries of newly hired employees, and employees who have been promoted, demoted, or transferred to a different classification.

As a result of the recommendations included in this report, it may be necessary to modify ordinances and employee policy's currently in place to fully implement the proposed plan. Some of these changes may impact the method of moving salaries through the pay plan and setting new salaries for new hires, promotions, demotions, and transfers to maintain alignment with the evolving compensation philosophy. It is important for the City to have established guidelines for each of these situations, and that they are followed consistently for all employees. Common practices, observation, and recommendations for progressing and establishing employee salaries are outlined below for the City to consider when formulating ordinance and/or policy updates.

Salary Progression

As outlined above, Evergreen recommends that the City enact the second phase of implementing the new pay plan, which would involve a one-time salary adjustment for employees to ensure they are placed in the proper percentile of their salary range. While this major adjustment should be performed when the City has the financial resources to do so, the City should continue to adjust salaries annually when financially feasible.

Based on the feedback from employees and City leadership, Evergreen recommends that the basis of salary adjustment in the future be done at three distinct levels. Structural, Classification, and Individual, with the individual providing for an increase for each year of service and an additional amount for high or extraordinary performance.

- **Structural/Cost of Living:** Adjustments to pay ranges should occur annually to account for changes in the cost of living. Evergreen recommends that the City bases its annual structural adjustments on the 12-month percentage change in the Consumer Price Index (CPI) for the Southwest Region. This approach will help ensure the City's pay structure remains aligned with market conditions and regional economic trends. To further ensure long-term market competitiveness, the City should also monitor pay plan movement among peer organizations during annual market reviews.

During periods of elevated or rapidly changing inflation, the City may wish to consider using a lagging measure, such as the Southwest Employment Cost Index (ECI), to compare applied adjustments to actual market movement. This comparison can help determine whether additional pay structure adjustments are warranted, if budget allows. Evergreen offers the following thresholds for consideration:

Thresholds

- **De minimis :** 1.0% (prevents zero movement in mild inflation years)
- **Cap:** 5.0% (maintains fiscal control – not to exceed unless in conjunction with multiyear budget projects and board approval)
- **Rounding:** nearest 0.25%

Governance Thresholds (for workflow, not policy)

- Administratively Apply: 1.0 to 3.0 percent → proceed administratively
- Limited Scope Market Check: >3.0 to 5.0 percent → validate with a limited scope of peer movement (pay plan movement, anticipated movement).
- Exception Review: if >5.0 percent, provide leadership briefing on recommended approach, including any deferred portion or alternative measures.

Optional During High Inflation Years

If capped at 5.0 percent and CPI reflects a greater percent change, bank the difference and add 0.5–1.0 percent to next year's floor (one-time only) to avoid falling behind the market.

This model ties annual structure movement to transparent, Southwest-specific indicators, smooths short-term spikes, and builds in governance thresholds so adjustments are timely, market-aware, and fiscally sustainable.

- **Classification/Market:** Based on market surveys, the City may identify classifications or job families experiencing significant market movement, which may warrant reassignment to higher pay grades. Similarly, if the City finds certain classifications are difficult to recruit or retain, reassignment should be considered to improve competitiveness and ensure the City can attract and keep qualified employees. However, adjustments to pay grades should be approached with caution. Changes can have both intended and unintended consequences, including potential internal equity issues, compression concerns, or misalignment with career progression paths. Before implementing any adjustment, the City should carefully evaluate the broader impacts on related classifications, succession planning, and organizational consistency to ensure changes are sustainable, equitable, and aligned with long-term workforce needs. The following checklist provides a list of items to consider prior to making pay grade adjustments.

Framework for Evaluating Pay Grade Adjustments:

1. Market Alignment

- Does the market survey clearly support a pay grade adjustment (e.g., movement of 10 percent or more)?
- Are peers making similar adjustments for comparable classifications?

2. Recruitment and Retention

- Is the classification experiencing recruitment difficulties (e.g., low applicant pools, extended vacancy durations)?

- Are retention issues evident (e.g., turnover rates above organizational averages)?

3. Internal Equity

- Would the adjustment disrupt pay relationships with similar or related classifications?
- Could it create compression issues between levels in a career family?

4. Succession and Career Progression

- How would the adjustment impact career ladders and promotional opportunities?
- Does it maintain logical progression between entry, mid, and senior roles?

5. Fiscal Impact

- What are the short- and long-term budgetary implications of the adjustment?
- Could this trigger unintended ripple effects (e.g., pressure to adjust other grades)?

6. Sustainability and Consistency

- Does the adjustment align with the City's compensation philosophy?
- Will the change remain defensible and sustainable in future market reviews?

7. Alternative Strategies

- Before adjusting pay grades, could short-term solutions address the issue more effectively? Options include:
 - Hiring or sign-on bonuses
 - Short-term retention or performance incentives
 - Hiring above the base step within the grade
 - Targeted adjustments for critical positions

Only proceed with grade adjustments when the majority of these factors support the change and short-term alternatives have been evaluated. Document the rationale for any decision to ensure transparency with employees and leadership.

- Individual Performance: Individual salary progression should be directly tied to the City's performance evaluation system. As discussed previously, under the new five-point evaluation system, employees who meet expectations would advance by one step (1.5 percent). Those who exceed expectations could be eligible for two steps (3

percent), while employees receiving exemplary ratings may advance by up to three steps (4.5 percent), contingent upon available funding. This performance-based progression reinforces accountability and recognition by rewarding meaningful contributions to the City's success.

New Hires

A new employee's starting step placement should depend primarily on the amount of education, training, and experience the individual possesses beyond the minimum requirements for the classification. Because the City's pay philosophy emphasizes performance-based progression, careful step placement at hire is critical to maintaining fairness, internal equity, and the integrity of the step system. Evergreen recommends that the City develop policy and guidelines that include the following:

- Minimum Qualifications:
 - Candidates who meet only the minimum education and experience requirements for a position should generally be placed at Step 1 of the pay plan.
- Upper Limits Without Approval:
 - The City should establish an upper step limit for new hires who meet only minimum qualifications. In limited cases, placement may be allowed up to step three to account for competitive hiring conditions, but anything beyond this level should require formal approval by the Human Resources Director and the City Manager. Exceptions may be considered for critical needs (e.g., difficulty filling a position, urgent staffing requirements), hard-to-recruit positions, or when the applicant possesses specialized certifications or skills in high demand.
- Advanced Qualifications:
 - For candidates with considerable directly relevant education and/or prior experience, the City should establish a maximum step that can be offered without special approval. In most cases, placement up to the midpoint step of the range should be the highest starting salary allowed.
- Internal Equity Consideration:
 - Once current employees have been adjusted under the implementation plan, the City must consider internal equity in new hire placement. In most cases, placement should not exceed the midpoint of the pay grade. New employees should not be placed at a step above existing employees with equal or greater education and experience unless an equity adjustment plan is approved.

RECOMMENDATION 15: Review and update policies regarding promotions, demotions, transfers, and pay grade caps to align with the new compensation structure.

Evergreen recommends that the City review and update its personnel policies to reflect the revised step compensation structure where performance is a key factor in step progression.

Adjustments for promotions, transfers, and demotions should be clearly defined to ensure fairness, transparency, and consistency across the organization.

Promotions

Evergreen recommends that employees promoted to a higher pay grade receive an adjustment to the minimum of the new range or a 10 percent increase to their current salary, whichever results in the greater amount. In all cases, the employee's salary should be set no lower than the minimum of the new pay grade. When determining promotional adjustments, the City should maintain internal equity to ensure that newly promoted employees are not placed above longer-tenured employees with comparable performance, experience, and qualifications. This helps preserve fairness and consistency across the organization.

The City should evaluate and adopt a promotional adjustment strategy that aligns with its broader compensation philosophy, balancing competitiveness with fiscal responsibility and equity across departments and classifications.

Demotions for Cause

Evergreen recommends that an employee's salary be decreased by at least the percentage difference between the current grade and the new, lower grade, except in cases where this adjustment would place the salary below the minimum of the new pay range. In cases where an employee's salary remains above the maximum of the new range, the salary should be red-circled (capped) until market or structural adjustments bring the range back into alignment, at which time the employee would again be eligible for increases.

Transfers

An employee transfer occurs when an employee is reassigned to a classification at the same pay grade as their current classification or when an employee's classification stays the same, but their department changes. In either of these cases, it is likely that no adjustment is necessary to the employee's salary. The only situation in which a salary adjustment would be needed for a transferred employee would be if their current salary is not aligned with the salaries of employees in the new classification or department. If that occurs, it may be necessary to adjust the salary of the employee or the incumbents of the classification to ensure salary equity within the new classification.

Employees at Pay Grade Cap

Employees whose base salaries have reached the maximum of their assigned pay grade will not be eligible for additional step increases within their defined salary range. However, to recognize and reward continued strong performance, the City may provide a lump-sum payment equivalent to the merit percentage the employee would have received if their salary had not reached the range cap.

This approach allows the City to maintain internal equity within the classification and pay plan system by ensuring that all classifications remain appropriately aligned and that base pay does not exceed the established range maximums. At the same time, it continues to reward performance and retain experienced employees whose contributions remain valuable to the organization.

If a cost-of-living adjustment (COLA) is applied to the overall pay plan, the employee's base salary may be adjusted accordingly, even if they were previously at the cap. This ensures that capped employees remain aligned with structural adjustments applied across the pay system.

By clearly defining promotion, demotion, transfer and cap policies in the context of a performance-driven step system, the City will ensure that progression remains transparent, equitable, and aligned with both organizational needs and its compensation philosophy.

6.5 SUMMARY

The City of Fair Oaks Ranch has demonstrated a strong commitment to building a modern, fair, competitive compensation system with high levels of accountability. City leadership has embraced this study as an opportunity to move beyond a “cookie-cutter” solution and implement a system that reflects the realities of today's workforce. The recommendations outlined in this report establish a market-driven pay plan, an internally equitable classification structure, and strategic system administration practices that will ensure Fair Oaks Ranch remains a competitive and desirable employer for years to come.

This study represents a significant step forward in modernizing the City's approach to compensation and classification by providing a roadmap to a competitive system that serves both employees and the community. The collaboration and dedication of the City's leadership, including the City Manager, HR Director, and staff, have been instrumental in ensuring a transparent, data-driven process. Their commitment to fairness, equity, and fiscal sustainability has resulted in recommendations that enhance the City's ability to attract, retain, and reward talented employees while supporting long-term workforce stability.

Once implemented, these changes will improve internal equity and pay consistency, strengthen the City's ability to deliver high-quality services, and position the organization to proactively address future workforce challenges. A fairly compensated and motivated workforce will foster employee engagement, reduce turnover, and ultimately enhance service delivery for residents and businesses. Importantly, the recommendations also establish a sustainable framework for maintaining competitiveness through structured market reviews, performance-based progression, and proactive compensation adjustments.

The City's leadership should take great pride in completing this comprehensive study, which will have a lasting positive impact on employees and the community alike. By adopting and consistently applying these recommendations, Fair Oaks Ranch is making a clear statement that it is modernizing its approach to compensation, prioritizing a workforce strategy that values employees, and positioning the City for long-term organizational success.

EXHIBIT B**Comprehensive Classification, Compensation, and Benefits Study Recommendations
Development Plan****Benefits**

- **5.1** – Healthcare plan enhancements: Maintain competitive employee-only coverage and review dependent deductibles. (Future Budget Cycle)
 - **5.2** – Health Savings Account (HSA): Introduce City contributions to align with peer averages. (Future Budget Cycle)
 - **5.3** – Paid parental leave: Develop and present a policy for City Council consideration. (December 2025/January 2026 Resolution)
 - **5.4** – Tuition reimbursement: Develop a program and policy for City Council consideration. (December 2025/January 2026 Resolution)
 - **5.5** – Life insurance: Verify per-employee cost and continue ongoing annual review. (Ongoing Annual Review)
 - **5.6** – Leave accruals: Maintain current accrual levels. (Adopted April 18, 2025)
 - **5.7** – Leave buyback: Consider addition of a leave buyback program. (Future Budget Cycle)
-

Classification

- **6.1** – Reclassify positions to align with market standards and ensure title accuracy. (Adopted September 18, 2025)
 - **6.2** – Create additional levels for positions with limited progression opportunities. (Future Budget Cycle)
 - **6.3** – Update all job descriptions to ensure compliance and accuracy. (End of Calendar Year 2025)
-

Compensation

- **6.4** – Adopt new step structure with 30 steps and 1.5% progression. (Adopted August 7, 2025)
 - **6.5** – Adjust range spreads for improved market alignment. (Adopted August 7, 2025)
 - **6.6** – Adjust non-civilian plan to expand longevity and align public safety pay. (Adopted September 18, 2025)
 - **6.7** – Apply “Bring-to-Minimum + 1 Step” transition methodology. (Adopted August 7, 2025)
 - **6.8** – Implement targeted adjustments for Maintenance, Utilities, and Public Safety classifications. (Adopted September 18, 2025)
-

EXHIBIT B**Performance Evaluations**

- **6.9** – Strengthen evaluation system with mid-year check-ins and competency-based measures. (December 2025/January 2026 Resolution)
 - **6.10** – Streamline evaluation forms for consistency and ease of use. (FY 2026–27)
 - **6.11** – Tie pay progression to performance using the adopted step structure. (Operational August 7, 2025)
 - **6.12** – Integrate technology systems to support performance management and workforce development. (Future Budget Cycle)
-

System Administration

- **6.14** – Conduct targeted market surveys for hard-to-fill positions and establish measurable triggers. (FY 2026–27)
- **6.15** – Conduct a comprehensive classification and compensation review every 3–5 years. (FY 2028–29)
- **6.16** – Update policies and administrative directives for salary placements and movement decisions. (December 2025/January 2026 Resolution)
- **6.17** – Adopt cost-of-living adjustment (COLA) thresholds and administrative guidelines. (December 2025/January 2026 Resolution)
- **6.18** – Establish City Manager authority for placements, promotions, demotions, and transfers within adopted guidelines. (December 2025/January 2026 Resolution)



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for engineering services for the Elevated Storage Tank project

DATE: November 20, 2025

DEPARTMENT: Public Works

PRESENTED BY: Grant Watanabe, P.E., CFM, Director of Public Works

INTRODUCTION/BACKGROUND:

An elevated storage tank (EST) stores water at height, typically in a water tower, to create pressure for a water distribution system using gravity. This design provides consistent water pressure for utility customers, acts as a water source for fire protection, and offers a backup supply during emergencies, extended power outages, or pump failures.

For community water systems with more than 2,500 connections, the Texas Commission on Environmental Quality (TCEQ) requires an elevated storage capacity of at least 100 gallons per connection or a pressure tank capacity of at least 20 gallons per connection. In 2017 and 2024, TCEQ cited the City for insufficient pressure tank capacity and the City responded that it plans to construct an EST to meet this regulatory requirement. The City’s Water, Wastewater and Reuse Master Plan identified the need for a 500,000-gallon EST in the northern part of the City to meet peak system demands and fire flow requirements. System modeling results included in the Plan showed large portions of the City fall below the National Fire Protection Association (NFPA) and International Fire Code (IFC) minimum fire flow requirement, generally 1,000 gallons per minute for one hour, to combat a house fire.

In April 2019, the City executed a Professional Service Agreement with Kimley-Horn and Associates, Inc. for engineering services for the EST project. The scope included two community workshops, held in June and September 2019, to obtain public input on the EST tank style and location. Following selection of a composite style tank to be located at the southeast corner of the property formerly known as The Reserve, the consultant proceeded to 90% Design. In 2021, the project was put on hold while the City evaluated alternate locations.

In September 2022, the City authorized Kimley-Horn to conduct a site feasibility evaluation for a 10-acre property purchased by the City of Boerne. The evaluation showed that the site could accommodate the EST and other planned utility improvements by both cities and provided various site layout alternatives. Staff continued coordination with the City of Boerne through early 2025.

On June 16, 2025, the City purchased approximately 2.923 acres located in the southern portion of 329 Ammann Road from the City of Boerne and proceeded with annexation, Future Land Use Map amendment and zoning designation for the property.

Staff requested and received a proposal (**Exhibit A**) from Kimley-Horn to restart the project and revise the EST design for the new location. The scope includes:

- New topographic survey and geotechnical investigation for the new site
- Complete redesign of the site civil (yard piping, grading, drainage, paving, fencing)
- Complete redesign of approximately 3,050 linear feet of water main extending from an existing offsite 12-inch main to the new site to connect the EST to the City's water distribution system
- Resubmission of 90% design based on the new site and an additional design review workshop
- Restart TCEQ and FAA permit coordination based on the new design and site location
- Updated labor rates for portions of the original project scope (project management, 100% design, open house prior to construction start, bid and construction phase services, record drawings) that have not yet been completed
- Easement acquisition (if needed), subsurface utility engineering, and plat services for the new site

The cost for engineering services under the original Professional Service Agreement (**Exhibit B**) was \$446,905. The cost for this contract amendment is \$281,987.95, bringing the total cost for engineering services to \$728,892.95. The estimated construction cost is \$8.2 million.

The proposal also includes a revised project schedule showing 10 months for design and preparation of bid documents, two months for procurement, and 16 months for construction. The total estimated project duration is 28 months.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 3.1 Enhance and Ensure Continuity of Reliable Water Resources of the Strategic Action Plan
- Enables the City to meet peak system demands and minimum fire flow requirements in the northern part of the City
- Provides reserve storage capacity in the event of extended power outage, pump station failure or other emergency

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgeted \$496,950 in prior years, and \$4,367,901 in FY 2025-26 for this project. Current funds are adequate to cover the cost of the contract amendment.

The City has designated the elevated storage tank as an "impact fee eligible project" and has collected impact fees to support the funding of the project. Additionally, the City entered into several water supply agreements with landowners in 2008 which included a "contribution in aid of construction" clause to further assist with the funding of this project. Under the agreements, landowners must make payment to the City within 10 days after the City awards a contract to construct the elevated storage tank.

LEGAL ANALYSIS:

The City's standard Professional Services Agreement is being utilized for this project.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing the execution of an amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for engineering services for the Elevated Storage Tank project, expenditure of the required funds, and execution of all applicable documents by the City Manager.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE ELEVATED STORAGE TANK PROJECT, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City's Water, Wastewater and Reuse Master Plan identified the need for a 500,000-gallon Elevated Storage Tank (EST) in the northern part of the City to meet peak system demands, improve fire protection, and provide reserve storage capacity in the event of an extended power outage, pump station failure or other emergency, and

WHEREAS, in April 2019, the City executed a Professional Service Agreement with Kimley-Horn and Associates, Inc. for engineering services for the EST project, and

WHEREAS, the project was put on hold in 2021 while the City evaluated alternate locations for the Elevated Storage Tank, and

WHEREAS, in September 2022, the City authorized Kimley-Horn to conduct a site feasibility evaluation for a 10-acre property purchased by the City of Boerne which showed that the site could accommodate the EST and other planned utility improvements by both cities, and

WHEREAS, on June 16, 2025, the City purchased approximately 2.923 acres located in the southern portion of 329 Ammann Road from the City of Boerne and proceeded with annexation, Future Land Use Map amendment and zoning designation for the property, and

WHEREAS, the cost to restart the project and revise the EST design for the new site location, including new survey, geotechnical investigation, preparation of construction documents, permitting, and updated labor rates, is \$281,987.95, and

WHEREAS, the City Council reaffirms their support for the project and deems it necessary to obtain additional engineering services for the EST project.

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

- Section 1** The City Council hereby authorizes the City Manager to execute an amendment to the agreement with Kimley-Horn and Associates, Inc. for engineering services for the Elevated Storage Tank project as set forth in **Exhibit A**, to expend required funds up to \$281,987.95, and to execute any and all applicable documents to effectuate this resolution.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the

application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 4. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

Section 6. This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 20th day of November 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda Valdez, TRMC
Deputy City Secretary

Denton Navarro Rodriguez Bernal Santee & Zech
P.C., City Attorney

**AMENDMENT # 1
TO
CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT**

The parties hereby amend the Professional Services Agreement, dated April 18, 2019, between Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) and the City of Fair Oaks Ranch, Texas (“City”) regarding the Elevated Storage Tank project. The Consultant shall perform all services for compensation as set forth in Exhibit A.

EXECUTED on _____.

CITY:

PROFESSIONAL:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A**CITY OF FAIR OAKS RANCH**
ELEVATED STORAGE TANK AMENDMENT
SCOPE OF SERVICES**Project Understanding**

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") and City of Fair Oaks Ranch ("Client" or "City") entered in a Professional Services Agreement dated April 18th, 2019 ("Agreement") concerning the Fair Oaks Ranch Elevated Storage Tank ("Project").

The parties now desire to amend the Agreement to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Kimley-Horn had previously designed a new 0.5 million gallon (MG) elevated water storage tank (the Project) through completion of the 90% design phase before the project was put on hold in 2021. Our understanding is that the City now wishes to proceed with a new site for the storage tank and to move forward with redesign of the tank at the new location. This amendment proposal is for work related to updating the previously submitted design to reflect the new site. A complete redesign of the site civil (yard piping, grading, drainage, paving, fencing) and electrical will be required. The site design will incorporate provisions for potential future facilities. This new site will require a meter station for the delivery of water from Guadalupe-Blanco River Authority (GBRA) to the elevated storage tank. The City intends to annex the property, so the site will be designed to meet current City requirements (site design, platting, permitting). This project will also include approximately 3,050 linear feet (LF) of water main extending from the proposed site to tie into an existing offsite 12-inch water main. It is assumed that there will not be substantial changes to the design outside of adjustments related to the new site and bringing the design from 90% to 100%. The design of the pressure reducing valve (PRV) vaults is not anticipated to be subject to substantial changes. Consultant hourly billing rates have also been adjusted to reflect current approved rates.

This amendment divides the project scope into the following categories:

- Portions of the original project scope have already been completed and do not need to be revisited as part of this amendment.
- Portions of the original project scope had previously been completed, but will need to be updated for the new project site.
- Other portions of the original project scope have not yet been completed and will need to be updated with current approved billing rates.
- Finally, the City has identified portions of the original scope that are no longer necessary and will be removed from the scope as part of this amendment.

Scope of Services

The services currently authorized to be performed by the Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as follows:

Amendments to Task 1 – Project Management

Kimley-Horn had previously performed Tasks 1.1, 1.2, and 1.3 through the 90% Design Phase. Project management effort for the 90% redesign of the site will be added for these tasks. Fee for project management for the 100% design, bidding, and construction milestones will be updated to reflect current billing rates.

1.1 - Project Schedule

Consultant will prepare and submit project schedule in Microsoft Project, for review and approval by City. The schedule will reflect the agreements made during the scoping meeting and subsequent negotiations. An updated project schedule will be maintained and submitted with each invoice to reflect City approved changes/delays in the project.

Deliverable – One (1) Microsoft Project Schedule in PDF.

1.2 - Sub-Consultant Management

Consultant will manage, coordinate, and be responsible for all efforts of its sub-consultants participating in the project. This includes, but is not limited to, distribution and coordination of work among the sub-consultants, review and payment of monthly progress and billing, quality assurance and control of the work and submittals by the sub-consultants.

1.3 - Quality Assurance and Control Reviews

Consultant will manage and be responsible for the quality of all its deliverables, which includes following an established QA/QC program comprised of high-level staff. The program will include reviews at each milestone along with discipline coordination, constructability reviews, and interim reviews by project staff.

Amendments to Task 2 – City Council / Public Outreach

2.1 – City Council Briefings

Kimley-Horn had previously participated in City Council Meetings for this project as part of the original contract. The following items were already completed under task 2.1 and do not need to be revised as part of this amendment:

- 30% Design Phase
 - One (1) briefing to discuss input received from community workshop, including a presentation prepared by the Consultant
 - One (1) briefing to discuss results of 30% tank site and style analyses, including a presentation prepared by the Consultant.
 - One (1) briefing in a support role to City Staff and approval of final tank site selection
- 60% Design Phase
 - One (1) briefing to discuss progress on the design of the tank, including a presentation prepared by the Consultant

The following meeting had not been held previously but will need to be held after the bid. The fee for this task will be updated to reflect current billing rates:

- Bid Phase
 - One (1) briefing in a support role to City Staff to discuss bid results and construction contract award/approval.

Deliverable

- PowerPoint presentation (when required)

2.2 – Community Workshops

The following workshop had not been held previously but will need to be held before construction begins. The fee for this task will be updated to reflect current billing rates:

The following workshops/meetings are included in this Scope of Services:

- Construction Phase
 - One (1) workshop (Open House Format) will be held prior to the contractor mobilizing to begin construction to inform the community of items such as construction schedule and sequence and potential impacts to the public during construction.

Deliverable

- PowerPoint presentation per workshop
- Meeting notes per workshop in PDF
- Sign-in sheet per workshop
- Up to six (6) hard copy of tank renderings (24"x36") total
- One (1) aerial exhibit of each potential site location (24"x36")

TASK 2 – Services/Deliverables provided by City:

- Notices to public of workshops.
- Prepare and update project website.

Amendments to Task 3 – 30% Design Phase

Kimley-Horn has already performed all tasks for the 30% Design Phase of this project. No amendment will be required for Task 3.

Amendments to Task 4 - 60% Design Phase

Kimley-Horn had previously completed the 60% Design Phase of this project, however some effort from 60% design will need to be performed again for the new tank site. The following sub tasks in Task 4 will require additional effort:

4.2 - Survey

Kimley-Horn will need to perform additional survey for the new tank site as well as in the Ammann Road right-of-way where the new water line is to be installed. Easements are not currently anticipated for the installation of this new water line. Easement support services will now be included as a supplemental service. The revised scope for Task 4.2 - Survey is as follows:

The Consultant will perform a horizontal and vertical survey of the proposed elevated storage tank site as well as for the tie-in of the proposed access driveway and water line to the existing roadway and water main. Survey will identify property lines, right-of-way lines, contours, benchmarks, geotechnical bores, subsurface utility exploration, topographic features, apparent locations of existing utilities marked on the surface by DIGTESS, and appurtenances such as manholes, manhole inverts, sanitary sewer cleanouts, valve lid elevations, vaults, top of nut elevations, fences, drainage structures, existing easements, etc.

Perform a tree inventory, in accordance with City of Fair Oaks ordinance (Article III, Section 6).

Establish horizontal and vertical control points at the proposed tank site and off-site waterline, if applicable. For the purposes of this scope, the access driveway and water line tie-ins are assumed to be immediately adjacent to the selected tank site. Should an access road and water line extension be required, the survey and design services will be covered under Task 9.1.

4.3 - Geotechnical Investigation

Kimley-Horn had previously prepared a geotechnical investigation and will need to perform a new geotechnical investigation for the new tank site. The scope for this task is copied below. The fee for this task will be updated to reflect current billing rates:

Consultant will perform geotechnical analysis of the proposed tank site utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding foundation design parameters at the proposed tank site. The geotechnical analysis will include the following:

- *Subsurface exploration including three (3) sample bores at a depth of 40 feet.*
- *Engineering characterization of the subsurface materials encountered.*
- *Typical foundations suitable for support of the proposed project.*

- Data required for design of typical foundation systems for the project.
- Typical pavement sections for the planned access drives.
- Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of foundations, pavement and possible construction problems reasonably to be expected.

Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to Contractors during the bidding process for informational purposes only.

Deliverable – One (1) Geotechnical Report in PDF

4.12 – Permit Preparation

Kimley-Horn had previously performed permit coordination for the prior tank site. Permits will need to be coordinated and adjusted for the new tank site. The fee for this task will be updated to reflect current rates:

Consultant will begin to prepare drawings and documents for permits related to this project. This will include FAA permit and TCEQ permits. Final permit submittal documents will be provided to City at the completion of 100% design.

Amendments to Task 5 - 90% and 100% Design Phase

Kimley-Horn had previously completed the 90% Design Phase and were underway in the 100% Design Phase of this project, however some effort from 90% and 100% design will need to be performed again for the new tank site. The following sub tasks in Task 5 will require additional effort:

5.2 - 90% Construction Drawings, Specifications, and OPCC

Kimley-Horn had previously prepared 90% construction drawings, specifications, and OPCC for this project. Some details from the previously prepared 90% construction drawings can be reused for the new site, however some aspects of design at the new site will require additional effort.

Kimley-Horn assumes that the new 12-inch waterline from the tank will run on the west side of Ammann Road and connect to the existing 12-inch Fair Oaks Ranch Waterline approximately 3,050 LF south of the tank site. This water line is expected to be installed in the right-of-way and existing dedicated utility easements on Stone Creek Ranch greenbelt lots 6 and 67, so easements are not anticipated to be needed. No previous design of this waterline has been performed.

Kimley-Horn assumes that the sheets related to the tank site layout, site grading, drainage plan, and Ammann Road waterline will require full redevelopment. The following sheets will require full redevelopment to adjust the design for the new site. The redevelopment of these sheets will be performed at current billing rates.

- G3 – Project Control Plans
- C1 – Site Layout Dimension Control Plan
- C2 – Site Grading and Drainage Plan

- C18 - 22 – Ammann Road Waterline
- C23 – C30 Tree Plan Sheets
- Electrical sheets related to the electrical distribution system, electrical site plan, site lighting, and obstruction lighting.

Kimley-Horn assumes that the tank details will require minimal rework for final design at the new site. Kimley-Horn also assumes that the PRVs will remain at the same locations and will not require any rework for final design. Review comments on these sheets are expected to be minor to bring the design from 90% to 100%.

The following sheets will not change significantly to adjust the design for the new site and will only require partial redevelopment. The rework on these sheets, where necessary, will be performed at current rates.

- G0 – G2 – Cover and General Notes (*minor changes expected*)
- C3 – EST Elevations (*minor changes expected*)
- C4 – EST Roof Plan View (*minor changes expected*)
- C5 – EST Floor Plan View (*minor changes expected*)
- C6 – EST Altitude Valve Piping Plan (*minor changes expected*)
- C7 – C11, EST Details (*minor changes expected*)
- C12 – Erosion Control and Drainage Details (*no rework expected*)
- C13 – C17 PRV Sheets and Details (*no rework expected*)
- C31 – Tree Details (*no rework expected*)
- TCP 1 – TCP 11 – TCP Standard Details (*no rework expected*)
- Electrical sheets that are not significantly impacted by the change to the site location.

Kimley-Horn will update the 90% Specifications and OPCC to reflect any changes related to the new tank site. Technical specifications will be updated so that current equipment models are specified and materials meet current standards.

Kimley-Horn will prepare revised 90% Construction Drawings, Specifications, and OPCC as defined in the original scope for Task 5, copied below.

Consultant will prepare engineering plans in half-size (11" x 17") format. Consultant will also include technical specifications for materials and installation of proposed facilities only. No Contract Documents will be provided at the 90% stage. Consultant will prepare and submit an Engineer's Opinion of Probable Construction Cost (OPCC) with the 90% design plans and specifications.

Deliverable

- *Four (4) sets of 90% Construction Drawings and one (1) electronic copy in PDF*
- *Four (4) sets of 90% Specifications and one (1) electronic copy in PDF.*
- *Four (4) sets of 90% OPCC and one (1) electronic copy in PDF.*

5.2.1 – Additional Scope Items

Kimley-Horn has identified the following new scope items that will be necessary for design at the new site.

5.2.1.1 – Preliminary Exhibits for the New Site

Kimley-Horn will develop a preliminary tank site exhibit and a preliminary water line alignment exhibit to present to the City and GBRA. These exhibits will include the location of future facilities identified by the City and a GBRA meter station. Kimley-Horn will address up to two (2) rounds of comments on the exhibit from the City and GBRA.

5.2.1.2 – Storm Water Detention Facility Plan

Kimley-Horn will perform design calculations to size one on-site stormwater detention facility. These calculations will be based on City of Fair Oaks Ranch development standards. Facility sizing results, proposed finished grading elevations, and design water surface elevations will be shown on the plans. The Facility outfall improvements will be shown on the Storm Drainage Plan. It is assumed that the City will eventually put additional facilities and impervious parking spaces at the site. The expected impervious area for these future improvements will be provided by the City and incorporated into the stormwater detention calculations.

5.2.1.3 – Storm Drainage Analysis / Downstream Assessment

Kimley-Horn will perform a drainage analysis to review the existing drainage system on-site and downstream to the Zone of Influence of the site as defined by Kimley-Horn. Kimley-Horn will review record plans for the existing storm drain system adjacent and downstream of the site in an effort to understand existing drainage infrastructure capacity. Kimley-Horn will calculate the available capacity and allowable discharge from the proposed project in the City design storm events. The runoff for the proposed project will be analyzed and compared to the allowable discharge. The results of the analysis will be presented in a memo and on the civil construction plans.

5.2.1.4 – GBRA Delivery Point

Kimley-Horn will design a delivery point at the new storage tank site for the connection to a GBRA water supply line. It is assumed that the delivery point will be designed based on current GBRA standard meter station details and that minimal modification details will be required. Site design will include exclusive access for GBRA to the delivery point. Kimley-Horn will prepare a preliminary site exhibit for Fair Oaks Ranch and GBRA to review. Kimley-Horn will address comments on the exhibit and then proceed with 90% design of the delivery point. Consultant will address one round of final comments from GBRA.

5.2.1.5 – Additional Stakeholder Coordination

Kimley-Horn will coordinate with stakeholders to provide information about the new tank site design. These stakeholders are expected to include:

- a. Federal Aviation Administration (FAA) - (Assumed One (1) Mtg)
- b. Guadalupe-Blanco River Authority (GBRA) - (Assumed One (1) Mtg)
- c. Camp Bullis/Camp Stanley - (Assumed One (1) Mtg)

5.3 – 90% Design Workshop

Kimley-Horn previously held a 90% Design review workshop for City staff. Another 90% Design workshop is anticipated following the submittal of the new 90% Design for the new tank site. The scope of this meeting will match the previous scope of the 90% Design workshop. The fee for this task will be updated to reflect current billing rates:

Consultant will conduct a 90% Design review workshop for the City staff following the completion of the City's review of the 90% design submittal. This workshop will be tailored to review, discuss, and finalize specific aspects of the design criteria and concepts and to discuss City's review comments prior to initiating 100% Design.

Prepare written response to comments based on City's comments to 90% Design and submit to City in electronic format. Comments will be incorporated into the 100% Design Documents.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting Notes and Comment Responses in PDF.

5.4 - 100% Construction Drawings, Specifications, and OPCC

Kimley-Horn had partially prepared 100% Construction Drawings, Specifications, and OPCC prior to the project going on hold. Additional fee will be needed to prepare the 100% Construction Drawings, Specifications, and OPCC. Since 90% will be the first round of the new drawings that will be reviewed for the new site, it is assumed that a larger number of comments will need to be addressed between 90% and 100% design than scoped in the original contract. The scope of this task will match the previous scope and is copied below for reference. The fee for this task will be updated to reflect current rates:

Consultant will prepare engineering plans in half-size (11" x 17") format. Consultant will include technical specifications for materials and installation of proposed facilities as well as front end documents according to Engineers Joint Contract Documents Committee (EJCDC) guidelines. The City will provide input on the EJCDC front end documents, including the use of Supplementary Conditions or any other requested modifications. The City may elect to select a contractor based on "lowest responsible bidder" or "best value bid", and the front end documents prepared by the Consultant will reflect the preferred approach. Consultant will prepare and submit an Engineer's Opinion of Probable Construction Cost (OPCC) with the 100% design plans and specifications.

Deliverable

- *Four (4) sets of 100% Construction Drawings and one (1) electronic copy in PDF*
- *Four (4) sets of 100% Specifications and one (1) electronic copy in PDF.*
- *Four (4) sets of 100% OPCC and one (1) electronic copy in PDF.*

TASK 5 – Services/Deliverables provided by City:

- *Review and comment on the 90% submittal.*
- *Attend the 90% design review workshop.*
- *Review and comment on the 90% design review workshop meeting minutes.*
- *Provide input on the EJCDC front end documents.*

Amendments to Task 6 – Bid Phase

Kimley-Horn had not performed bid phase services on this project prior to the project going on hold. All scope items for Task 6 are expected to remain the same. The fee for all Task 6 items will be updated to reflect current billing rates.

Amendments to Task 7 – Construction Phase Services

Kimley-Horn had not performed construction phase services on this project prior to the project going on hold. All scope items for Task 7 are expected to remain the same. The fee for all Task 7 items will be updated to reflect current billing rates.

It is assumed that City staff will prepare pre-construction meeting agenda and meeting minutes. City staff will prepare construction progress meeting notes.

Amendments to Task 8 – Record Drawings

Kimley-Horn had not prepared record drawings for this project prior to the project going on hold. All scope items for Task 8 are expected to remain the same. The fee for all Task 8 items will be updated to reflect current billing rates.

Amendments to Task 9 – Supplemental Services

Supplemental Services shall only be performed by Consultant upon written authorization from City, which may require an amended professional services agreement for approval. All supplemental services funds are subject to reallocation to other tasks depending on actual project needs.

9.1 – General Engineering Design

Kimley-Horn had previously used funds under this task for the prior waterline design. Additional fee is requested to encompass the design associated with items that were not clearly defined at the time of scoping and fee development for this amendment. The scope of this task will match the previous scope and is copied below for reference. The fee for this task will be updated to reflect current rates:

This scope is intended to encompass the design associated with items that were not clearly defined at the time of scoping and fee development due to multiple sites that are to be evaluated during the 30% Design Phase. Items in this task may include, but are not limited to, design of adjacent off-site utilities that need to be extended, off-site access road, and off-site drainage. For the purposes of this Scope of Services, it is assumed that this offsite engineering will consist of the design of 6,000 linear feet of offsite water line and access road extension, including the development of plan sheets for this infrastructure.

9.4 – Additional SUE Services

Kimley-Horn had not performed Additional SUE services on this project prior to the project going on hold. All scope items for Task 9.4 are expected to remain the same. The fee for Task 9.4 items will be updated to reflect current billing rates.

At the direction of City Staff, the Consultant may be required to perform additional SUE potholes beyond those scoped for the project, and conduct surveying as required to tie-in potholed features into design documents. This scope will include three (3) additional potholes.

9.7 GBRA Interconnection and Disinfection Facilities

Kimley-Horn had previously developed plans and specifications for the addition of a chlorine booster system at the prior tank site for the interconnection of GBRA to the elevated storage tank. These plans and specs will need to be coordinated and adjusted for the new tank site. The fee for this task will be updated to reflect current rates:

The Consultant will develop plans and specifications for the addition of a chlorine booster system for the interconnection of GBRA to the elevated storage tank. The chlorine booster system will consist of a gas chlorine system with 150-lb cylinders contained within a fiberglass enclosure.

New Supplemental Task – 9.8 – Easement Documents

Consultant shall provide up to two (2) permanent/temporary easements documents (field notes and exhibits) for the properties affected by this project. One of these permanent easements is expected to be for the GBRA delivery point. City will prepare the agreement and handle the acquisition process. Consultant shall research property ownership of the affected parcel and ad joiners, and obtain copies of deeds, subdivision plats, right-of-way (ROW) maps, easements, and ownership addresses for tank site and waterline route, if applicable.

Consultant shall provide three (3) copies of final signed and sealed easement documents with closure report for each permanent and temporary easement, to City. In addition, one (1) copy will be provided in Adobe Acrobat PDF format.

New Supplemental Task – 9.9 – Plat Services

Consultant will prepare and submit a Final Plat, Checklist, and Application to the City for review. Kimley-Horn will attend one meeting with review staff. It is assumed that since the property is not being subdivided, the plat can be approved administratively by City Staff.

Additional Services

Additional services to be performed if authorized by City, but which are not included in the above-described Scope of Services, are as follows:

- A. Additional sets of bidding documents.
- B. Establish new survey monuments.
- C. Construction staking (contract documents will require the contractor to perform).
- D. Preparation of Construction Contract Change Orders.
- E. Preparation and obtaining Storm Water Pollution Prevention Plan (SWPPP) permit (contract documents will require the contractor to prepare and obtain).
- F. Accompanying City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The

Consultant will assist City on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for City's compliance efforts.

- G. Assisting City or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- H. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- I. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- J. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to City.
- K. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
- L. Any additional changes to the Contract Documents necessary to break the project into phases or bidding portions of the project at a later date.
- M. Making significant modifications to the plans and specifications after the 90% submittals have been approved by City
- N. Professional services associated with designing secondary uses of the EST's pedestal such as office or storage space.
- O. Additional meetings beyond those identified in the Scope of Services.
- P. Texas Department of Licensing and Registration (TDLR) review or permitting fees.
- Q. Any services not listed in the Scope of Services.

FEE AND EXPENSES

Basic Services

In total, the unused funds

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum fee below. The basic services fees shown are in addition to the unused fee on the existing contract. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Management	\$ 10,689.20
Task 2	City Council / Public Outreach	\$ 1,092.25
Task 3	30% Design	\$ 0.00
Task 4	60% Design	\$ 24,310.00
Task 5	90% and 100% Design Phase	\$ 192,929.00
Task 6	Bid Phase	\$ 4,990.00
Task 7	Construction Phase Services	\$ 26,325.00
Task 8	Record Drawings	\$ 2,030.00

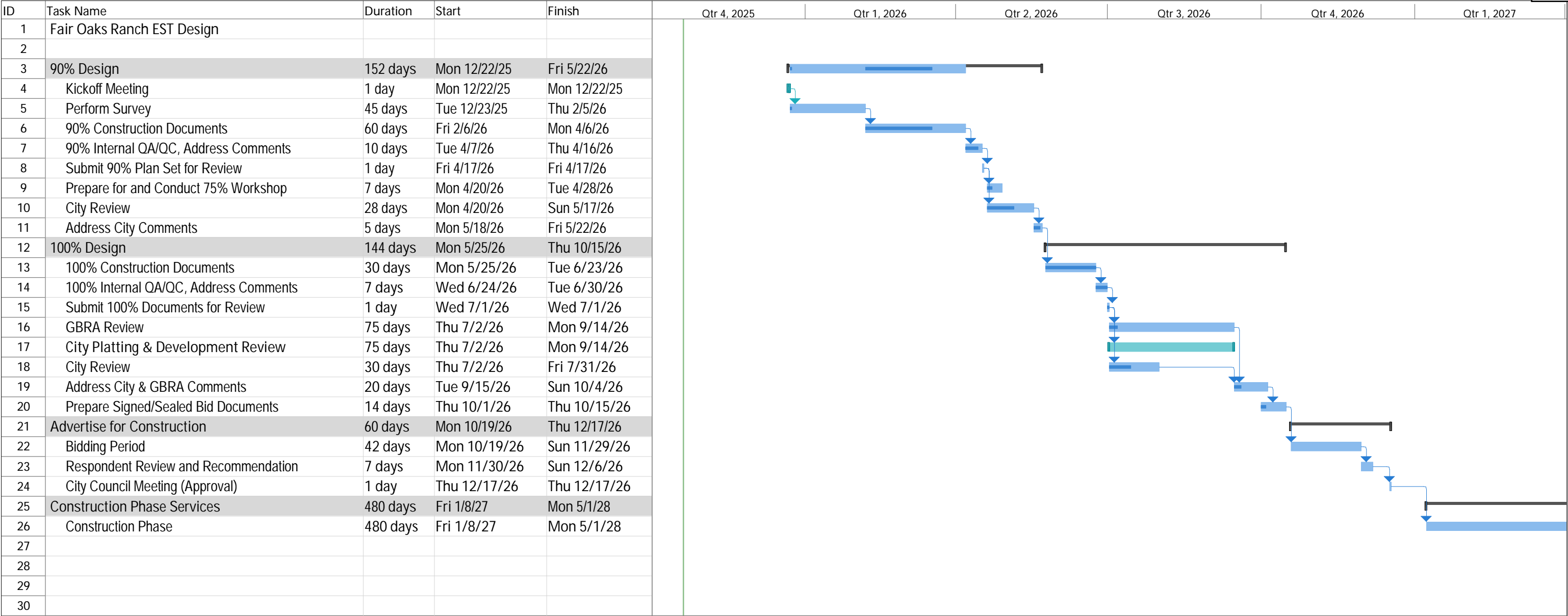
<u>Total Additional Lump Sum Fee</u>	<u>\$ 262,365.45</u>
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Supplemental Services

Kimley-Horn will perform the Supplemental Services in the tasks below on a time and materials basis per task. The total Supplemental Services fee shown is in addition to the unused fee on the existing contract. Supplemental Services shall only be performed by Consultant upon written authorization from City, which may require an amended professional services agreement for approval.

Task 9	Supplemental Services	
Task 9.1	General Engineering Design	\$ 15,000.00
Task 9.4	Additional SUE Services	\$ 12,170.00
Task 9.8	Easement Documents	\$ 6,580.00
Task 9.9	Plat Services	\$ 6,480.00
	Unused Supplemental Services	\$(20,607.50)

<u>Total Additional Supplemental Services Fee</u>	<u>\$ 19,622.50</u>
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Project: WWTP Imps, Ph. 1 (30%)
Date: Mon 10/20/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

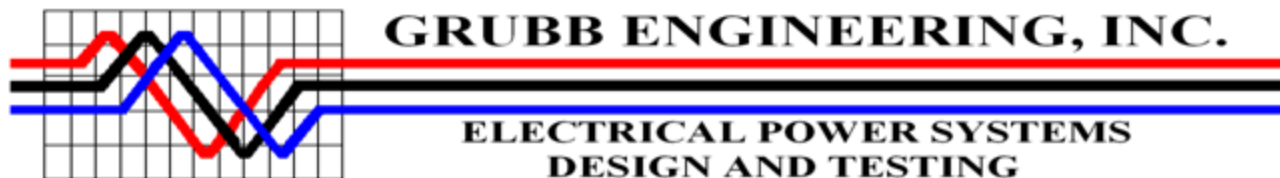
Manual Progress

City of Fair Oaks Ranch														Project Fee Summary						
Elevated Storage Tank 10/20/2025														Basic		\$ 262,365.45				
Detailed Cost Breakdown														Supplemental		\$ 19,622.50				
														Total Project		\$ 281,987.95				
Basic Services																				
Phase	Task	Project Role	QA/QC Engineer (Senior Professional I)	Project Manager (Senior Professional I)	Surveyor (RPLS) (Professional II)	Engineer (PE) (Professional I)	Senior CAD Tech 1 (Senior Tech Support I)	Analyst II (EIT)	Analyst I (EIT)	Accountant (Support Staff II)	Administrative Assistant (Support Staff I)	Total Hours	Total Labor Effort	Total Expense Effort	Grubb	UES	Rios	Boswell	Unused Fee	Total Effort
		Hourly Bill Rate	\$260.00	\$260.00	\$230.00	\$200.00	\$130.00	\$175.00	\$160.00	\$115.00	\$85.00									
1		Project Management										64								\$ 10,689.20
	1.1	Project Schedule		2		4		6				12	\$ 2,370.00							\$ 2,370.00
		Updates		2		4		6				12	\$ 2,370.00							\$ 2,370.00
	1.2	Sub-consultant Management											\$ -							\$ -
		Project Coordination (Grubb, Rios, UES)		2		4		8				14	\$ 2,720.00							\$ 2,720.00
		Billing		2		4		8		8		22	\$ 3,640.00							\$ 3,640.00
	1.3	Quality Assurance and Control Reviews											\$ -							\$ -
		Quality Assurance Oversight											\$ -							\$ -
		30% TM											\$ -							\$ -
		60% Submittal											\$ -							\$ -
		90% Submittal	4									4	\$ 1,040.00							\$ 1,040.00
		Unused Prior Project Management Task Funds																	\$ (1,450.80)	\$ (1,450.80)
2		City Council / Public Outreach										14								\$ 1,092.25
	2.1	City Council Briefings (Attend 5 Briefings)											\$ -							\$ -
		Community Workshop Briefing (Prepare, Attend)											\$ -							\$ -
		30% Analysis briefing (Prepare, Attend)											\$ -							\$ -
		Briefing support (attend only)											\$ -							\$ -
		60% Design process (Prepare, Attend)											\$ -							\$ -
		Bid Phase Briefing - (attend only)				3						3	\$ 600.00							\$ 600.00
	2.2	Community Workshops (1 Workshop)											\$ -							\$ -
		Initial Input Workshop (Prepare, Attend, Meeting Notes)											\$ -							\$ -
		City Staff briefing meeting (Attend 2 briefings)											\$ -							\$ -
		30% Analysis workshop (Prepare, Attend, Meeting Notes)											\$ -							\$ -
		Construction Phase Workshop (Prepare, Attend, Meeting Notes)		3		4		4				11	\$ 2,280.00							\$ 2,280.00
	2.3	Website Support (4 updates)											\$ -							\$ -
		Unused Prior City Council / Public Outreach Funds											\$ -						\$ (1,787.75)	\$ (1,787.75)
3		30% Design Phase - Phase Completed, No Unused Fee																		\$ -
4		60% Design Phase										62								\$ 24,310.00
	4.2	Survey											\$ -							\$ -
		Field Work											\$ -	\$ 4,400.00						\$ 4,400.00
		Input Survey into CAD and QC		2	8	8	16	16				50	\$ 8,840.00							\$ 8,840.00
	4.2.1	Easement Documents											\$ -							\$ -
	4.3	Geotechnical Investigation (3 bores)		2		4		6				12	\$ 2,370.00			\$ 8,700.00				\$ 11,070.00
5		90% and 100% Design Phase										825								\$ 192,929.00
	5.1	Easement acquisition support											\$ -							\$ -
	5.2	90% Construction Drawings											\$ -		\$ 26,730.00					\$ 26,730.00
		Cover / Sheet index						2				2	\$ 350.00							\$ 350.00
		General notes / Project control				1		2				3	\$ 550.00							\$ 550.00
		Dimension control / Yard piping / Paving		4		8		16				28	\$ 5,440.00							\$ 5,440.00
		Grading / Drainage / Fencing		2		6		8				16	\$ 3,120.00							\$ 3,120.00
		Tree / Erosion Control				1		6				7	\$ 1,250.00							\$ 1,250.00
		Tank Details 1		1		2		6				9	\$ 1,710.00							\$ 1,710.00
		Tank Details 2		1		2		6				9	\$ 1,710.00							\$ 1,710.00
		Control Valve Details		1		2		6				9	\$ 1,710.00							\$ 1,710.00
		Water Line Details				2		6				8	\$ 1,450.00							\$ 1,450.00
		General Details		1		2		6				9	\$ 1,710.00							\$ 1,710.00
		Plan View Sheets for 3,050 LF of 12" Waterline (4 Sheets)		6		20		60				86	\$ 16,060.00							\$ 16,060.00
		90% Specifications		4		4		10			8	26	\$ 4,270.00							\$ 4,270.00
		90% OPCC		2		6		8				16	\$ 3,120.00							\$ 3,120.00
		Address 90% QC Comments and Submit		2		6		10			5	23	\$ 3,895.00							\$ 3,895.00
		Project Stakeholder Coordination											\$ -							\$ -
	5.2.1	Additional Scope Items											\$ -							\$ -
	5.2.1.1	Preliminary Exhibits for New Site		6		10		20				36	\$ 7,060.00							\$ 7,060.00
	5.2.1.2	Storm Water Detention Facility Plan		8		16		30				54	\$ 10,530.00							\$ 10,530.00
	5.2.1.3	Storm Drainage Analysis / Downstream Assessment		15		30		40	50			135	\$ 24,900.00							\$ 24,900.00
	5.2.1.4	GBRA Delivery Point											\$ -							\$ -
		GBRA/City Coord		2		8		8				18	\$ 3,520.00							\$ 3,520.00
		Site Layout Assessment		2		8		12				22	\$ 4,220.00							\$ 4,220.00
		Yard Piping		1		4		12				17	\$ 3,160.00							\$ 3,160.00
		Delivery Station Layout		2		8		20				30	\$ 5,620.00							\$ 5,620.00
		Delivery Station Mech Det		2		4		12				18	\$ 3,420.00							\$ 3,420.00
		Radio Path Study											\$ -		\$ 4,490.00					\$ 4,490.00
	5.2.1.5	Additional Stakeholder Coordination											\$ -							\$ -
		FAA		1		2		2				5	\$ 1,010.00							\$ 1,010.00
		GBRA		1		2		2				5	\$ 1,010.00							\$ 1,010.00
		Camp Bullis/Camp Stanley		1		2		2				5	\$ 1,010.00							\$ 1,010.00
	5.3	90% Design Workshop (Virtual)		2		2		2				6	\$ 1,270.00		\$ 1,620.00					\$ 2,890.00
		Agenda				1		2				3	\$ 550.00							\$ 550.00
		Meeting notes				1		2				3	\$ 550.00							\$ 550.00
		Respond to City 90% comments		2		4		8				14	\$ 2,720.00							\$ 2,720.00
		Respond to GBRA Comments		2		4		8				14	\$ 2,720.00							\$ 2,720.00
	5.4	100% Construction Drawings											\$ -		\$ 14,000.00					\$ 14,000.00
		100% Plans		10		40		60				110	\$ 21,100.00							\$ 21,100.00
		Front End Documents		4		12		8			8	32	\$ 5,520.00							\$ 5,520.00
		100% Specifications		2		6		8			8	24	\$ 3,800.00							\$ 3,800.00
		100% OPCC		1		2		6				9	\$ 1,710.00							\$ 1,710.00
		Finalize Permits		4		4		6				14	\$ 2,890.00							\$ 2,890.00
		Unused Prior 90% and 100 and																		

City of Fair Oaks Ranch													Project Fee Summary			
Elevated Storage Tank													Basic	\$ 262,365.45		
10/20/2025													Supplemental	\$ 19,622.50		
Detailed Cost Breakdown													Total Project	\$ 281,987.95		

Basic Services																				
Phase	Task	Project Role	QA/QC Engineer (Senior Professional I)	Project Manager (Senior Professional I)	Surveyor (RPLS) (Professional II)	Engineer (PE) (Professional I)	Senior CAD Tech 1 (Senior Tech Support I)	Analyst II (EIT)	Analyst I (EIT)	Accountant (Support Staff II)	Administrative Assistant (Support Staff I)	Total Hours	Total Labor Effort	Total Expense Effort	Grubb	UES	Rios	Boswell	Unused Fee	Total Effort
		Hourly Bill Rate	\$260.00	\$260.00	\$230.00	\$200.00	\$130.00	\$175.00	\$160.00	\$115.00	\$85.00									
	6.1	Bid Ready Documents				1		2			5	8	\$ 975.00		\$ 3,700.00					\$ 4,675.00
	6.2	Pre-bid conference		2		2		2				6	\$ 1,270.00	\$ 200.00						\$ 1,470.00
	6.3	Responses to Questions		3		2		4				9	\$ 1,880.00		\$ 1,370.00					\$ 3,250.00
	6.4	Prepare Addenda		2		2		4				8	\$ 1,620.00		\$ 1,030.00					\$ 2,650.00
	6.5	Evaluation of Bids		1		1		4				6	\$ 1,160.00							\$ 1,160.00
	6.6	Conformed Documents		2		5		6				13	\$ 2,570.00		\$ 1,280.00					\$ 3,850.00
	6.7	Bid phase deliverables											\$ -	\$ 200.00						\$ 200.00
		Unused Prior Bid Phase Funds																	\$ (12,265.00)	\$ (12,265.00)
7		Construction Phase Services										239								\$ 26,325.00
	7.1	Pre-construction conference		2		2		2				6	\$ 1,270.00							\$ 1,270.00
		Agenda and preparation											\$ -							\$ -
		Meeting notes											\$ -							\$ -
	7.2	Visit to site and observation of construction (12 site visits)		18		18		18				54	\$ 11,430.00	\$ 600.00	\$ 2,430.00					\$ 14,460.00
		Construction observation reports		4		4		8				16	\$ 3,240.00							\$ 3,240.00
	7.3	Construction progress meetings (15 meetings)		15		15		15				45	\$ 9,525.00	\$ 1,000.00						\$ 10,525.00
		Meeting notes											\$ -							\$ -
	7.4	NACE certified inspections (28 site visits and 1 meeting), including coord.		4		14		24				42	\$ 8,040.00					\$ 30,950.00		\$ 38,990.00
	7.5	Pay Estimate Reviews		3		6		10				19	\$ 3,730.00							\$ 3,730.00
	7.6	Shop Drawings/Submittal Review		6		8		14				28	\$ 5,610.00		\$ 14,280.00					\$ 19,890.00
	7.7	Requests for information (RFI)		2		4		6				12	\$ 2,370.00		\$ 1,120.00					\$ 3,490.00
	7.8	Requests for Proposals (RFPs) and Change orders (COs)		3		2		2				7	\$ 1,530.00							\$ 1,530.00
	7.9	Substantial and final completion walk-thru and Punch List		2		4		4				10	\$ 2,020.00	\$ 200.00	\$ 7,430.00					\$ 9,650.00
		Unused Prior Construction Phase Funds																	\$ (48,815.00)	\$ (48,815.00)
		Unused Prior NACE Certified Inspections Funds																	\$ (31,635.00)	\$ (31,635.00)
8		Record Drawings										22								\$ 2,030.00
	8.1	Record Drawings		3		6		13				22	\$ 4,255.00	\$ -	\$ 2,270.00					\$ 6,525.00
		Unused Prior Record Drawings Funds																	\$ (4,495.00)	\$ (4,495.00)

Supplemental Services																				
Phase	Task	Project Role	QA/QC Engineer	Project Manager	Sr. Civil Engineer	Civil Engineer	Staff Engineer III	Staff Engineer II	Staff Engineer I	Account Specialist	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Grubb	Rock	Rios	Boswell	Unused Fee	Total Effort
		Hourly Bill Rate	\$260.00	\$260.00	\$230.00	\$200.00	\$130.00	\$175.00	\$160.00	\$115.00	\$85.00									
9		Supplemental Services										78								\$ 19,622.50
	9.1	General Engineering Design		10		20		48				78	\$ 15,000.00							\$ 15,000.00
	9.2	Pedestal Storage											\$ -							\$ -
	9.3	Additional City Council / Public Outreach (3 workshops/briefings)											\$ -							\$ -
	9.4	Additional SUE Services		1		3		7			1	12	\$ 2,170.00				\$ 10,000.00			\$ 12,170.00
		Unused Additional SUE Services Funds																	\$ (9,040.00)	\$ (9,040.00)
	9.5	Additoinal Geotechnical Services (3 bores)											\$ -							\$ -
	9.6	TCEQ Edward Aquifer Contributing Zone Plan											\$ -							\$ -
		Prepare CZA Application											\$ -							\$ -
		Supporting Material											\$ -							\$ -
		Submit to TCEQ											\$ -							\$ -
		Address Comments / Resubmittal to TCEQ											\$ -							\$ -
		Unused Prior TCEQ Edwards Aquifer Contributing Zone Plan Funds																	\$ (5,092.50)	\$ (5,092.50)
	9.7	GBRA Interconnection and Disinfection Facilities											\$ -							\$ -
		Chlorine Booster Details											\$ -							\$ -
		Additional Yard Piping											\$ -							\$ -
		Specifications											\$ -							\$ -
		Electrical											\$ -							\$ -
		Unused GBRA Interconnection and Disinfection Facilities Funds											\$ -						\$ (2,156.00)	\$ (2,156.00)
		Unused Pressure Reducing Valve Design Funds											\$ -						\$ (4,319.00)	\$ (4,319.00)
	9.8	Easement Documents			6	12		16				34	\$ 6,580.00							\$ 6,580.00
	9.9	Plat Services											\$ -							\$ -
		Survey Preliminary Plat Preparation Document											\$ -							\$ -
		Survey Final Plat Document			6	8		20				34	\$ 6,480.00							\$ 6,480.00
													\$ -							\$ -
													\$ -							\$ -
													\$ -							\$ -
													\$ -							\$ -
Total Supplemental Services Hours				11	12	43		91			1	158	\$ 17,170.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -		\$ 19,622.50
Total Supplemental Services Labor Effort			\$ -	\$ 2,860	\$ 2,760	\$ 8,600	\$ -	\$ 15,925	\$ -	\$ -	\$ 85									



TBPE F 3904

July 30, 2025

Mr. Trevor Stokes, P.E
 Kimley-Horn
 10101 Reunion Place, Ste 400
 San Antonio, TX 78216

Re: City of Fair Oaks Ranch: Elevated Storage Tank
 Design Re-Start
 Scope and Fee Proposal

Dear Mr. Stokes:

Grubb Engineering, Inc. ("Grubb Engineering") is pleased to submit this Proposal to Kimley-Horn ("Client") for providing Electrical Engineering Services associated with The City of Fair Oaks Ranch ("Owner") Elevated Storage Tank ("Project").

Project Understanding

Owner intends to re-start this project which includes the design, bid and construction services for a new 0.5 million gallon elevated storage tank and two remote PRV sites. The original project scope will remain the same, but plans need to be updated and reviewed since 5 years have passed since the project was put on hold. In addition, a GBRA Delivery Point will be installed at the tank site and will be per GBRA Standards.

Original Scope:

Elevated Storage Tank Site:

- Design electrical distribution system.
- General electrical design
- Design of obstruction lighting in accordance with FAA requirements
- Site lighting at the base of the elevated storage tank
- Connection diagrams between field devices and SCADA panel.
- Chlorine Residual Monitoring
- Motorized Control Valves
- Security cameras
- Key pad and gate opener

Page 1 of 5

2727 N. St. Mary's St. * San Antonio, Texas 78212 * Phone: (210) 658-7250 * Fax (210) 658-9805

Re: City of Fair Oaks Ranch: Elevated Storage Tank
Design Re-Start
Scope and Fee Proposal

- Emergency power requirements
- Pressure and level transmitters
- Provisions for antenna space leasing
- Provisions for future disinfection facilities
- Design and specification of SCADA equipment that will interface with the existing SCADA system includes:
 - General requirements for SCADA contractor
 - Meetings and Tests
 - Control narrative/control loops
 - Backpanel layout and enclosure design.
 - I/O list for internal connections to SCADA.

PRV Sites:

- Each site will have a PRV with SCADA monitoring. Lighting for the vault will be provided.
- Coordinate with Electric Utility for each PRV site.
- Design electrical distribution system.
- Design SCADA equipment that will interface with the existing SCADA system.

New Scope:

GBRA Delivery Point (located at EST Site):

- Coordinate with Electric Utility for new service as necessary. Apply for permit as necessary.
- Design electrical distribution system for site and building.
- Design power and SCADA components for the control valve.
- Design site area lighting.
- Provide P&ID.
- Design and specification of SCADA and Communication equipment.
- Provide Electrical and I&C specifications.
- Provide computer based and physical radio path study.
 - Use of Radios per GBRA standards.
 - GBRA will provide radios for the physical study, otherwise Line-of-Sight Study will be performed.
 - Grubb Engineering will not be responsible for failure or accuracy of the GBRA provided radio equipment used in the physical tests.
 - Use of existing, currently in-service repeater station for study. The use of a future planned repeater site can only be tested by Line-of-Sight.
 - Use of one (1) Lift Truck only.
 - Physical Study not exceeding 60 feet. If study needs to be performed above that height additional services will be required at additional cost.
 - It is to be understood that Grubb Engineering cannot control the outcome of the path study. In our best judgment the link for the radio path study is an estimate. If, after performing the physical path study, it is revealed that a reliable link cannot be established to the repeater site then an alternative solution must be researched which will result in an additional cost.

Re: City of Fair Oaks Ranch: Elevated Storage Tank
 Design Re-Start
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- The Property needs to be cleared in order for us to run the physical radio path study. Access for a truck and trailer with lift will be required. Study will be run as close as possible to actual planned mast location depending on accessibility conditions.
- Provide performance specification for Antenna Mast. No structural design included.

Scope of Services

90% DESIGN:

- Coordinate with Electric Utility for electrical service entrance design.
- 90% Plans and Specifications
- 90% Probable Opinion of Construction Costs.
 - Electrical Design components only.
- Provide Radio Path Study for GBRA
- Attend 90% Design Workshop

100% DESIGN:

- 100% Plans and Specifications
- 100% Probable Opinion of Construction Costs.
 - Electrical Design components only.

BID PHASE SERVICES:

- Provide Bid-Ready Documents
- Provide addenda required to clarify, correct or change the bid documents.
- Provide written interpretation of the intent of plans and specifications for distribution to potential bidders.
- Provide Conformed Documents

CONSTRUCTION PHASE SERVICES:

- Attend two (2) Construction Meetings
- Review Submittals
- Review RFIs
- Attend SCADA Coordination Meetings
- Attend Functional Demonstration Test
- Attend Substantial Completion Walkthrough
- Attend Final Completion Walkthrough
- Provide Record Drawings

Re: City of Fair Oaks Ranch: Elevated Storage Tank
Design Re-Start
Scope and Fee Proposal

Project Phases

See attached Fee Schedule for required fees per task.

90% Design

1.1 90% Construction Drawings, Specifications and OPCC

1. Coordinate with electric utility

1.2 90% Design Workshop

1. Attend Meeting in person
2. Prepare written responses to Design Review Comments.

100% Design

2.1 100% Construction Drawings, Specifications and OPCC

1. Coordinate with electric utility

Bid Phase Services

3.1 Bid Ready Documents

1. Signed and Sealed

3.2 Responses to Questions

1. Provide written interpretation of the intent of plans and specifications for distribution to potential bidders.

3.3 Prepare Addenda

1. Provide addenda required to clarify, correct or change the bid documents.

3.4 Conformed Documents

1. Signed and Sealed

Construction Phase Services

4.1 Visit to Site and Observation of Construction

1. Two (2) total

4.2 Shop Drawings/Submittal Review

1. Review Electrical shop drawings and submittals.

4.3 Request for Information (RFI)

Re: City of Fair Oaks Ranch: Elevated Storage Tank
 Design Re-Start
 Scope and Fee Proposal

1. Review electrical questions and concerns that may arise during construction. Provide written responses.

4.4 SCADA Coordination Meetings

1. Two (2) total – virtual only

4.5 Functional Demonstration Test

4.6 Substantial Completion Walkthrough

4.7 Final Completion Walkthrough

4.8 Record Drawings

1. Provide Record Drawings based on Contractor's marked-up drawings. Record Drawing information will be based solely on the marked-up drawings and field documentation.
 - a. Provide draft Record Drawings in PDF format.
 - b. Provide final Record Drawings in PDF and CAD file format.

Exclusions

The following services are excluded from the above scope:

1. Design of light pole support bases, concrete slabs, antenna mast foundations or other structural items
2. Field tracing of electric circuits
3. HVAC design.
4. Cathodic Protection System design
5. Additional meetings and inspections beyond the total mentioned in this document
6. Submittals of paper copies of reports, drawings and specifications
7. Design of a Radio Repeater Station
8. Design at other facilities.
9. Electrical Startup and Acceptance Testing
10. Power System Studies
11. SCADA System Testing
12. SCADA System Programming

An attached spreadsheet is provided to help you with your review of our price.

Grubb Engineering is requesting an additional fee of **\$57,067.00**. This is the amount required after subtracting the unused funds from the existing contract. Invoicing will be based on percentage of completion.

Sincerely,

Steven Mouser, P.E.
 Senior Project Manager

Accepted by:

Signature: _____

Date: _____

City of Fair Oaks Ranch: Elevated Storage Tank										
Design Re-Start										
Fee Schedule										
Grubb Engineering, Inc.										
Personnel:	SR PE	GE	SR DSG	CAD	ETT2	ETT3	Direct			
Rate:	\$250	\$155	\$190	\$105	\$135	\$165	(Rental)		Total Task Hours	Total Task Cost
TASK										
Task 1: 90% Design										
1.1 90% Construction Drawings, Specifications and OPCC	21	72	30	44					167	\$26,730.00
1.2 90% Design Workshop	4	4							8	\$1,620.00
1.3 Radio Path Study	1	8			8	8	\$600		25	\$4,490.00
										Subtotal:
										\$32,840.00
Task 2: 100% Design										
2.1 100% Construction Drawings, Specifications and OPCC	14	40	16	12					82	\$14,000.00
										Subtotal:
										\$14,000.00
Task 3: Bid Phase Services										
3.1 Bid Ready Documents	4	12		8					24	\$3,700.00
3.2 Responses to Questions	3	4							7	\$1,370.00
3.3 Prepare Addenda	1	3		3					7	\$1,030.00
3.4 Conformed Documents	2	3		3					8	\$1,280.00
										Subtotal:
										\$7,380.00
Task 4: Construction Phase Services										
4.1 Visit to Site and Observation of Construction	6	6							12	\$2,430.00
4.2 Shop Drawings/Submittal Review	8	40	32						80	\$14,280.00
4.3 Requests for Information (RFI)	2	4							6	\$1,120.00
4.4 SCADA Coordination Meetings	6								6	\$1,500.00
4.5 Functional Demonstration Test	8								8	\$2,000.00
4.6 Substantial Completion Walkthrough	6	6							12	\$2,430.00
4.7 Final Completion Walkthrough	6								6	\$1,500.00
4.8 Record Drawings	2	6		8					16	\$2,270.00
										Subtotal:
										\$27,530.00
Total Hours:	95	212	78	84	8	8	\$600		485	
										Total Fees:
										\$81,750.00
										Less Unused Funds:
										\$24,683.00
										Additional Fees Required:
										\$57,067.00
Personnel Legend:										
SR PE = Senior Project Engineer, PE										
GE = Graduate Engineer										
SR DSG = Senior Engineering Designer										
CAD = CADD Level 2										
ETT2 = Jr. Field Services Technician ETT2										
ETT3 = Field Services Technician ETT3										



**BOSWELL & REYES
INTERNATIONAL, LLC.**
a mbe/wbe owned company

CLIENT SERVICE IS NUMBER 1

**9601 McAllister Freeway, Suite 1008
San Antonio, TX 78216
phone | 512-426-3380
e-mail | Robert@brintlilc.com
e-mail | Marylou@brintlilc.com
web | www.brintlilc.com**

July 13, 2025

Trevor Stokes, PE
Kimley Horn
601 NW Loop 410, Suite 350
San Antonio, Texas 78216

**Subject: Proposal for Inspection and Testing for Painting of the Fairs Oaks
.50MG Elevated Storage Tank Near Boerne, Texas**

Dear Mr. Stokes:

Boswell's & Reyes International (BRI) is pleased to submit this proposal for Inspection and Testing for Painting of the Fairs Oaks .50MG Elevated Storage Tank Near Boerne, Texas.

We have based this proposal on our experience with similar projects for construction of new elevated water storage tanks. In the past 5 years we have provided inspection and testing on construction and painting of ten new Landmark Tanks and four new Elevated Leg Tanks.

Our Scope of Services on a Hold Point basis are listed below with associated fees.

PRE-CONSTRUCTION MEETING

1. Visit the project 1 time to attend a Preconstruction Meeting at the project site.
 2. No report will be provided by BRI for attendance of the meeting.
- Associated fee / \$1,370.

SEEL TANK PAINTING

1. NACE Coatings Inspector to visit project up to 28 times for painting inspection of the steel tank as follows:
 - A. Visit the site at the beginning of abrasive blasting, coating application, during coating application, and after intermediate coating application is completed and coating is prepared for finish coating. Total site visits to be 20 times. These visits will include the following for compliance with specifications:
 - i. Inspection of abrasive blasting materials.
 - ii. Inspection of coatings and batch numbers.
 - iii. Inspection of coating thickness.
 - iv. Checking environmental conditions.

- B. Visit the site during coating application and completion of exterior and interior coating application for compliance with project specifications. Total site visits to be 6 times. These visits will include the following for compliance with specifications:
 - i. Inspection of abrasive blasting materials.
 - ii. Inspection of coatings and batch numbers.
 - iii. Inspection of coating thickness.
 - iv. Checking environmental conditions.
 - C. Visit the site to observe contractor performing holiday testing. Total site visits to be 2 times.
 - 2. Project management, coatings consulting and administrative services.
 - 3. Reports with photos will be provided once per week for the site visits.
- Associated fee for steel tank painting inspection / \$29,580.

GENERAL NOTES

- 1. This proposal does not include resident/full time inspection.
- 2. The proposed fee does not include costs associated with the following:
 - A. Reinspection of repairs to contractor non-compliant work.
 - B. Visiting the project as scheduled and the contractor cancels the visit after arrival or the contractor cancels the visit while the inspector is in route to the project.
- 3. The Painting and Welding Contractor will need to provide all equipment and access for inspection of the Contractor's work.
- 4. We request that we be provided with an electronic copy of the conformed, executed plans and specifications for the project.

TERMS OF ENGAGEMENT

Please indicate your approval of this proposal by providing us with a Work Order listing the Scope of Services including our proposed fee.

ATTACHMENTS

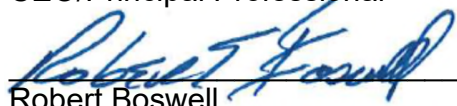
- 1. BRI Certifications:
 - A. City of Austin Woman / Minority Owned Certification.
 - B. SCTRCA Minority / Women Owned Certification.
 - C. Historically Underutilized Business Certification.
 - D. City of Houston, Approved Agency and Special Inspection Certification.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on your project. If you have any questions, please contact us at 512-426-3380 or 210-385-1146.

Sincerely,
Boswell & Reyes International



Jessica Reyes, Owner
 CEO/Principal Professional



Robert Boswell
 COO/Principal Professional



June 5, 2025

Kimley Horn and Associates, Inc. - San Antonio
10101 Reunion Place, Suite 400
San Antonio, TX 78216

Attention: Trevor Stokes

Re: Proposal Geotechnical Exploration
Fair Oaks Ranch Elevated Storage Tank
Fair Oaks Ranch, TX
UES Proposal No. 113677

UES PROFESSIONAL SOLUTIONS 44, LLC (hereinafter “UES”) is hereby pleased to submit to **Kimley Horn and Associates, Inc. - San Antonio (hereinafter “Client”)** the following proposal for a Geotechnical Exploration on the project referenced above.

Project Information

It is understood that the project will consist of a 0.5 MG composite elevated storage tank with a ground elevation of approximately 1375’ and an overflow elevation of 1530’, for a total height of approximately 155’. Access roads are also planned. The purpose of the geotechnical study will be to provide information for use in design of typical foundations and pavement for the proposed project.

Scope of Work

This study will include the following evaluations:

- Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by foundations.
- Engineering characterization of the subsurface materials encountered.
- Typical foundations suitable for support of the proposed project.
- Data required for design of typical foundation systems for the project.
- Typical pavement sections for the planned access drives.
- Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of foundations, pavement and possible construction problems reasonably to be expected.

We propose to explore the subsurface soil and/or rock conditions at the site by drilling test borings. It is estimated the necessary information will be provided by drilling a total of 3 test borings at locations and depths listed in Table A.

TABLE A Summary of Drilling Locations and Depths		
Location	No. of Borings	Anticipated Depth(s) of Borings (ft)
Tank Pedestal	3	40
Total	3	120

At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Settlement of boreholes may occur over time. UES shall not be responsible for any settlement of boreholes that may occur after initial backfilling. The number and depth of the test borings required to obtain the necessary field data may vary depending on the actual soil and/or rock conditions encountered. If unusual subsurface conditions are encountered and alternate field work is indicated, we will consult with the client prior to initiating any additional services. Please note, regardless of the number of borings performed subsurface conditions between borings may vary.

The study will also include laboratory tests to evaluate the classification, gradation and certain physical characteristics of the subsurface soils. The specific types and quantities of tests will be determined based on soil/rock conditions encountered in the borings. Our laboratories are fully equipped with modern equipment for soil and rock testing and tests are performed by trained qualified technicians in compliance with the applicable specifications. Field exploration programs are conducted with drilling equipment operated by experienced and reliable drillers. All field and laboratory staff are supervised by professional engineers.

Results of the field exploration and laboratory tests will be utilized in the engineering analysis and the formulation of our recommendations. Results of our study, including the substantiating data and our recommendations, will be presented in a written report prepared by a Licensed Professional Engineer.

Fees and Schedule

Our fee for performance of the geotechnical study on the site described will be as noted in Table B. We guarantee not to exceed this figure without your approval. Boring operations would commence within about 2 to 3 weeks from your notification to proceed. The complete written report would be electronically sent to you within about 3 weeks following completion of the boring operations.

TABLE B Summary of Fees and Schedule	
Geotechnical Fee ^{1,2}	\$8,700.00
Estimated Time to Complete Study ³	5 to 6 weeks
¹ This pricing assumes test boring locations can be accessed using standard, truck-mounted drilling equipment and drilling will occur during regular business hours (Mon – Fri, 7:00 AM to 6:00 PM). Weekend or after-hours drilling will incur additional charges. If difficult site conditions are encountered, an All-Terrain Drilling Unit could be provided for an additional fee.	
² Drilling through surface concrete, if necessary, will be charged at an additional \$225.00/boring up to 8 inches thickness.	
³ Inclement weather could result in delays to the referenced boring operations schedule.	

The above cost estimate is valid for 90 days and is based on Client providing suitable access and entry to test boring locations during normal business hours. Client represents that it has full authority from the current landowner to engage UES to perform this study. Surveying of boring locations and elevations is not included in the cost estimate, but can be provided if needed upon request. **Any additional fees noted above will be discussed with the Client prior to proceeding.**

Prior to start of drilling, UES will contact Texas One-Call utility clearance (Texas811) to mark and clear utilities at the boring locations. The Client shall provide any known site-specific utility information upon acceptance of this proposal. UES is not responsible for damage to below grade utilities.

Please note: Our field equipment may rut the site during drilling operations. A concerted effort will be made to minimize such problems; however, UES is not responsible for re-grading or repairing rutted areas if they develop.



The Geotechnical Exploration Report will be prepared exclusively for the use of the Client and reliance under the attached "Terms and Conditions". Report reliance by any other party is prohibited without the written authorization by the Client and UES. Reliance on the Geotechnical Exploration Report by all authorized parties is subject to the terms, conditions, and limitations stated in UES's attached "Terms and Conditions" and the final Geotechnical Exploration Report. **UES may agree to extend reliance to additional parties for an additional fee of \$400 per reliance entity.**

The scope of work for this study does not include stability analysis for any slopes either to be constructed or which may exist naturally on the site. If the final grading plans indicate significant slopes (over about 3 ft high) will exist, it is recommended the client have slope stability analysis conducted. Further, the scope of work proposed herein does not include design parameters for retaining walls nor does it include global stability of the same. If a slope stability analysis and/or a retaining wall analysis is desired, upon request, UES will provide a separate Proposal for such analysis.

If this Proposal is acceptable, please have an authorized officer sign in the space provided below in the **Proposal Acceptance Form** and return a signed copy via either email or fax, or the signed original to our office. We will consider receipt of a signed original or copy of this Proposal as our Notice to Proceed. Work cannot be initiated prior to receiving a signed copy of this Proposal. If a copy is e-mailed or faxed, client consents to such copy of a signature, or electronic signature, as serving as an original signature. Unless prior arrangements are agreed to in writing, payment for services described in this Proposal is due within 30 days of invoice date. Payment of the invoice is not contingent on Client's agreement or acceptance of UES's design recommendations or report discussion. If CLIENT objects to any portion of an invoice or report, it shall notify UES in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

By execution of this Proposal, the undersigned Client acknowledges and agrees that the attached "Terms and Conditions" have been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are attached to this proposal as "Exhibit A" and are fully incorporated into this Proposal by reference as if set forth herein.

Thank you for this opportunity to offer our services. We look forward to working with you on this project.

Sincerely,

UES PROFESSIONAL SOLUTIONS 44, LLC

Lee E. Gurecky, P.E.
Geotechnical Department Manager

Attachments: Proposal Acceptance Form
 General Conditions - Texas



Open Range Field Services, LLC

P. O. Box 2372, Pampa, TX 79066-2372
39350 IH-10 West, Ste. 1, Boerne, TX 78006

October 17, 2025

Kimley-Horn and Associates, Inc.
10101 Reunion Place, Suite 400
San Antonio, TX 78216

Fair Oaks Ranch Waterline – Routing Survey

Open Range Field Services, LLC (ORFS) is pleased to submit this proposal for professional surveying services for above-referenced project. Below is our scope of services and fees based on the information provided. Please feel free to contact me if you have any questions or comments.

Scope of Services and Basis of Fee:

The following assumptions have been used for the preparation of this proposal. If these assumptions do not prove correct, negotiation of a supplemental agreement may be required.

- The survey will be conducted under the supervision of a Registered Professional Land Surveyor (RPLS).
- Set a minimum of two Primary Control Points (PCPs) at the beginning and end of the project with four Secondary Control Points (SCPs) intermittently along the proposed route. Coordinates for PCPs to be established by OPUS or Trimble RTX post-processing methods and referenced to appropriate Texas State Plane Zone, North American Datum of 1983 (NAD83), and to the North American Vertical Datum of 1988 (NAVD88). Horizontal and Vertical Control and Topographic data to be derived from differential Real Time Kinematic (RTK) methods.
- Perform an on the ground survey to locate subject tract and adjoiner property corners to determine tract boundaries nearest to the proposed route. Search points and location to be provided by client. Monument type, material, size, etc. will be noted. Note “Not Found” in the event a corner is searched and no monument is recovered. The surveys performed in accordance with the State of Texas for route surveys.
- Perform a topographic survey within the public Right of Way of the proposed route as shown in the attached exhibit. Features to be captured include edge of road, curbing, driveways, walls, grade breaks, water bodies, fences, light & utility poles (with cross arms), guy wires, manholes, guard rails, signs, hydrants and other obstructions.
- Sewer / storm Manholes, culverts, and other accessible utilities to include measure downs, flowlines, pipe sizes, material noted in data including photos. Top of nut elevations on valves to be included on visible or marked utilities.
- ORFS to coordinate with 811 to place ticket request. Field designation marks by utility companies will be collected and noted by ORFS. Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note how this affected the surveyor’s assessment of the location of the utilities.
- Trees will be surveyed and designated in accordance to the City or County Ordinance. Trees with diameter of six (6) inches or greater will be tagged in the field (only within public Right of Way). A table will be provided with the type, identification, and tree diameter at breast height (DBH)
- Coordination of access / landowner contact is handled by Client. ORFS will be granted full access to all impacted tracts prior to commencement of field survey operations. Site conditions shall be safe to access and free from any hazardous materials.
- Topographic deliverables to include ASCII Points to client standards, AutoCAD linework file, field notes, and 811 ticket responses.
- All surveys for determining / delineating the location of wetlands / cultural sites will be performed by others.

Fee & Schedule:

Routing Survey with Deliverables: \$4,400 (Lump Sum)

Pricing includes field and office work necessary to complete the scope of work. If the scope outlined above changes, the price will have to be reassessed. Payment is due 30 days (NET 30) from date of invoice. Fee amount is valid for 60 days from the date of this proposal. Project will be scheduled after receiving an IPO or WO which includes a copy of this scope of work.

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
 BEXAR COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and Kimley-Horn and Associates, Inc. ("Professional").

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

Section 2. Scope of Work.

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

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

(C) The Professional shall 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.

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

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

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

Section 26. Multiyear contract. "The Parties acknowledge and agree that Article 11, Sections 5 and 7 of the Texas Constitution prohibits municipalities from incurring debt beyond its current budget year without first providing for a 2% percent sinking fund. As this Agreement provides for payment of \$247,000 in the City's fiscal year ending on September 30, 2019 (FY 18-19) the Parties hereby agree that: **notwithstanding any**

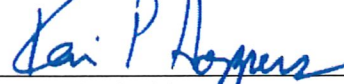
provision of this Agreement to the contrary the City's obligation to make payment on this Agreement shall terminate on September 30, 2019, unless City Council, on or before such date, provides in the City's FY 19-20 budget for the continuation of funding of this Agreement. Should City Council fail to provide such funding for FY 19-20, the City shall have no further financial obligation under this agreement after September 30, 2019, and the Professional shall have no further obligation under this Agreement save and except its obligation to complete all work for which payment was made by City in FY 18-19. It is City Council's intent to use its best efforts to obtain and appropriate funds for the FY 19-20 payment.

EXECUTED, by the City on this the 18th day of April, 20 19.

CITY:

By: 
Name: Tobin Maples
Title: City Manager

PROFESSIONAL:

By: 
Name: Kevin Hoppers
Title: Vice President

ADDRESS FOR NOTICE:**CITY**

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

PROFESSIONAL

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 B

Item #13.

Exhibit "A & B"

Scope of Services and Compensation

EXHIBIT A and B**CITY OF FAIR OAKS RANCH
ELEVATED STORAGE TANK
SCOPE OF SERVICES****Project Understanding**

The Professional (or Consultant) understands that the City of Fair Oaks Ranch (the City) wishes to construct a new 0.5 million gallon (MG) elevated water storage tank (the Project) and has identified 3 potential tank sites to be evaluated, 2 of which are outside the City limits and located within the ETJ. The water storage tank project shall also include on-site piping as well as a tie-in to an existing offsite 12-inch water main, grading, site drainage, electrical system, SCADA controls, fencing, and site roadway.

Scope of Services

The Consultant will in accordance with the terms and conditions of the Contract provide project management, plans, specifications, bid phase services, and construction phase services for the project.

Task 1 – Project Management**1.1 - Project Schedule**

Consultant will prepare and submit project schedule in Microsoft Project, for review and approval by City. The schedule will reflect the agreements made during the scoping meeting and subsequent negotiations. An updated project schedule will be maintained and submitted with each invoice to reflect City approved changes/delays in the project.

Deliverable – One (1) Microsoft Project Schedule in PDF.

1.2 - Sub-Consultant Management

Consultant will manage, coordinate, and be responsible for all efforts of its sub-consultants participating in the project. This includes, but is not limited to, distribution and coordination of work among the sub-consultants, review and payment of monthly progress and billing, quality assurance and control of the work and submittals by the sub-consultants.

1.3 - Quality Assurance and Control Reviews

Consultant will manage and be responsible for the quality of all its deliverables, which includes following an established QA/QC program comprised of high-level staff. The program will include reviews at each milestone along with discipline coordination, constructability reviews, and interim reviews by project staff.

Task 2 – City Council / Public Outreach

Consultant will engage in coordination with the City Council as well as citizens throughout the design and construction phases of the Project.

The following is the anticipated sequence for Section 2.1 and 2.2:

- At the beginning of the 30% Design Phase, Consultant will host initial workshop to introduce project to the public and provide anticipated site locations, design criteria, and describe site selection process.
- After initial workshop, consultant will attend a City Council meeting to discuss the initial public input received from workshop.
- Once 30% due diligence is completed, Consultant will host a second public workshop to present findings and offer another opportunity to re-engage the public for final input.
- Consultant will then attend a second City Council meeting to present 30% tank site and style analysis. Draft 30% Technical Memorandum (TM) will be submitted at this time.
- After public and council input, Consultant will host 30% design workshop with City Staff to discuss the draft TM and compile any other comments prior to finalizing.
- Once comments are addressed and final TM is submitted to the City, consultant will attend a third City Council briefing for final site recommendation and approval.
- Consultant will attend City Council meeting during 60% Design Phase to provide progress of tank design and stakeholder input.
- At the beginning of the Construction Phase, Consultant will host a final public workshop prior to contractor mobilizing to inform the public of construction schedule, sequencing, and potential impacts.

The Consultant will perform the following professional services:

2.1 – City Council Briefings

The Consultant will prepare briefing materials for City Staff review and participate in City Council briefings. The consultant will prepare discussion topics for City Council focused upon areas of diverse opinion from the workshops in a manner that allows City Council to discuss issues and provide policy direction for City Staff and the Consultant.

The following meetings are included in this Scope of Services:

- 30% Design Phase
 - One (1) briefing to discuss input received from community workshop, including a presentation prepared by the Consultant
 - One (1) briefing to discuss results of 30% tank site and style analyses, including a presentation prepared by the Consultant.
 - One (1) briefing in a support role to City Staff and approval of final tank site selection
- 60% Design Phase
 - One (1) briefing to discuss progress on the design of the tank, including a presentation prepared by the Consultant
- Bid Phase
 - One (1) briefing in a support role to City Staff to discuss bid results and construction contract award/approval.

Deliverable

- *PowerPoint presentation (when required)*

2.2 – Community Workshops

Community workshops provide the opportunity for sharing information about the elevated storage tank project with a large group of individuals. They give those individuals a way to become educated on the projects opportunities and constraints, provide comments and share concerns. Importantly, workshops also allow for dialogue among participants. This increases community members' understanding of the various interests affected by the elevated storage tank and helps to build a process consensus about the best location for the facility.

The following workshops/meetings are included in this Scope of Services:

- 30% Design Phase
 - One (1) workshop (Open House Format) will be held during the initial input process. Any interested individuals and organizations will be invited to participate and provide their feedback for consideration during site assessment. Consultant will provide anticipated site locations, design criteria, and site selection process.
 - One (1) debrief meeting with City Staff will follow the initial workshop to discuss input received and prepare for City Council briefing.
 - One (1) workshop (Open House Format) will be held after due diligence has been performed related to the various sites under consideration and will offer participants the opportunity to review and understand opportunities and constraints related to each site under consideration, and provide feedback related to their individual preferences related to the project.
 - One (1) debrief meeting with City Staff will follow the initial workshop to discuss input received and prepare for City Council briefing.
- Construction Phase
 - One (1) workshop (Open House Format) will be held prior to the contractor mobilizing to begin construction to inform the community of items such as construction schedule and sequence and potential impacts to the public during construction.

Deliverable

- *PowerPoint presentation per workshop*
- *Meeting notes per workshop in PDF*
- *Sign-in sheet per workshop*
- *Up to six (6) hard copy of tank renderings (24"x36") total*
- *One (1) aerial exhibit of each potential site location (24"x36")*

2.3 – Website Support

The Consultant will prepare content for up to four (4) project updates for inclusion by the City in their project website.

Deliverable

- *One (1) Word document with project status information per update*
- *Basic graphical content, such as tank drawings, photos and schedules, for inclusion in the project website*

TASK 2 – Services/Deliverables provided by City:

- Notices to public of workshops.
- Prepare and update project website.

Task 3 – 30% Design Phase

City will provide the Consultant with written Notice to Proceed (NTP) at which time the work for the 30% Design Phase shall be initiated. The primary purpose of the 30% Design Phase is to gather data and perform site analysis on up to five (5) sites for the 0.5 MG elevated storage tank. Potential sites to be evaluated may include the 3 referenced in the “Project Understanding” as well as 2 other sites.

The Consultant will perform the following professional services for this project phase:

3.1 – Project Kick-Off Meeting

Consultant will conduct a project kick-off meeting with City staff to discuss project schedule, establish lines of communication, and other items related to the project.

Deliverable – Meeting Agenda, Sign-in Sheet, and Meeting notes in PDF.

3.2 – Data Collection / Existing Information / Utility Coordination

Consultant will obtain existing background information, including utility maps and records drawings on existing utilities and infrastructure for the proposed tank site. Consultant will coordinate with the following:

- City staff
- Federal Aviation Administration (FAA)
- Texas Commission on Environmental Quality (TCEQ)
- Franchise utilities (gas, phone, electric)
- Kendall/Comal County
- Guadalupe-Blanco River Authority (GBRA) - (Assumed One (1) Mtg)
- Camp Bullis/Camp Stanley - (Assumed One (1) Mtg)
- Private Developers – (Assumed Two (2) Mtgs)
- Private Property Owners

Deliverable – Meeting Agenda, Sign-in Sheet, and Meeting notes in PDF.

3.3 – Tank Analysis

Consultant will perform tank analysis for multiple sites and three (3) tank styles. Tank will be evaluated based on the following criteria:

- Initial capital and maintenance cost per site and tank style
- Site location and site footprint constraints
- Hydraulic analysis and system improvements
- Stakeholder input (FAA, GBRA, Camp Bullis, Private Developers)
- Additional criteria based on public input (Workshops)
- Pros and Cons of internal tank storage

3.4 - Hydraulic Analysis

City will provide Consultant with the City's water model in Innovyze Info Water software format for Consultant's use. Consultant will review and use model to analyze tank site locations and perform a hydraulic analysis for integration of new elevated storage tank in City of Fair Oaks Ranch water distribution system as well as analyzing impact to City's existing infrastructure such as pipes, pumps, and control valves. Hydraulic analysis will include evaluation of tank's overflow elevation and evaluate the pros and cons of a higher tank overflow elevation with pressure regulating valve(s) or lower tank overflow elevation with future booster station to serve higher-elevation areas within the pressure plane. Consultant will provide system improvement recommendations to the City.

3.5 – Technical Memorandum

Consultant will develop a technical memorandum (TM) that summarizes site analysis, tank style analysis, public outreach, hydraulic analysis, and findings during the 30% design phase. This TM will recommend final site and tank style selection to City for final approval.

Deliverable

- *Four (4) copies of Draft Technical Memorandum.*
 - i. *30% Design Phase Schematic Site Plan for up to five (5) tank sites. (11"x17")*
 - ii. *30% Tank Elevation Drawing up to two (2) tank styles. (11"x17")*
- *Four (4) copies of final Technical Memorandum.*
 - i. *30% Design Phase Schematic Site Plan for up to five (5) tank sites. (11"x17")*
 - ii. *30% Tank Elevation Drawing up to two (2) tank styles. (11"x17")*
- *Four (4) copies of preliminary Opinion of Probable Construction Cost (OPCC) per site and tank style evaluated*
- *Updated water model in Innovyze Info Water software format*
- *One (1) hard copy of tank rendering (24"x36")*

3.6 – 30% Design Workshop

Consultant will conduct a 30% design review workshop for the City staff following the completion of the City's review of the 30% design submittal. This workshop will be tailored to review, discuss, and finalize specific aspects of the design criteria and concepts and to discuss City's review comments. Workshop will be followed by City Council briefing as identified in Task 2.1 for approval of recommended tank style and site location prior to initiating the 60% Design Phase.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting Notes and Comment Responses in PDF.

Prepare written response to comments based on City's comments to 30% Design and submit to City in electronic format. Comments will be incorporated into the 60% Design Documents.

TASK 3 – Services/Deliverables provided by City:

- City will acquire ROE(s) and perform coordination needed to facilitate access to Consultant for site visits and surveying, to the extent required by master scope/contract with the City as well as facilitate access that may be needed by other team members for such activities as geotechnical drilling/data collection, or project reconnaissance.
- A copy of the most recent master plan, and any other report or analysis associated with the proposed elevated tank.
- Copies of the most recent water system maps in the area of the proposed elevated tank sites.

- Provide data for the hydraulic analysis to establish required settings.
- Copies of record drawings for existing infrastructure.
- Review and comment on the 30% Design Phase submittals.
- Attend the draft review workshop.
- City will provide contact information for Camp Bullis and Camp Stanley.

Task 4 - 60% Design Phase

The Consultant will perform the following professional services for this project phase, once 30% Design Phase has been approved by the City:

4.1 – 60% Project Kick-Off Meeting

Consultant will conduct a project kick-off meeting with City Staff to discuss field work, tank civil/mechanical design considerations, and electrical design considerations.

4.2 - Survey

The Consultant will perform a horizontal and vertical survey of the proposed elevated storage tank site as well as for the tie-in of the proposed access driveway and water line to the existing roadway and water main. Survey will identify property lines, right-of-way lines, contours, benchmarks, geotechnical bores, subsurface utility exploration, topographic features, apparent locations of existing utilities marked on the surface by DIGTESS, and appurtenances such as manholes, manhole inverts, sanitary sewer cleanouts, valve lid elevations, vaults, top of nut elevations, fences, drainage structures, existing easements, etc.

Perform a tree inventory, in accordance with City of Fair Oaks ordinance (Article III, Section 6).

Establish horizontal and vertical control points at the proposed tank site and off-site waterline, if applicable. For the purposes of this scope, the access driveway and water line tie-ins are assumed to be immediately adjacent to the selected tank site. Should an access road and water line extension be required, the survey and design services will be covered under Task 9.1.

4.2.1 – Easement Documents

Consultant shall provide up to two (2) permanent/temporary easements documents (field notes and exhibits) for the properties affected by this project. City will prepare the agreement and handle the acquisition process. Consultant shall research property ownership of the affected parcel and ad joiners, and obtain copies of deeds, subdivision plats, right-of-way (ROW) maps, easements, and ownership addresses for tank site and waterline route, if applicable.

Consultant shall provide three (3) copies of final signed and sealed easement documents with closure report for each permanent and temporary easement, to City. In addition, one (1) copy will be provided in Adobe Acrobat PDF format.

4.3 - Geotechnical Investigation

Consultant will perform geotechnical analysis of the proposed tank site and waterline utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations

regarding foundation design parameters at the proposed tank site. The geotechnical analysis will include the following:

- Subsurface exploration including up to four (4) sample bores at varied depths at the proposed tank site.
- Laboratory tests for classification purposes and strength characteristics.
- Engineering services that address soil and groundwater conditions as well as recommendations for foundations, floor slab and earthwork.

Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to Contractors during the bidding process for informational purposes only.

Deliverable – One (1) Geotechnical Report in PDF

4.4 – Subsurface Utility Exploration (SUE)

Consultant will provide Quality Service Level A subsurface utility exploration (SUE) services to identify the location and depth of existing utilities.

- Maximum of five (5) locations are included in this scope at an average depth of 0-15 feet. Three (3) of the five (5) locations to include cost for traffic control and associated City permitting.

Consultant shall provide City with a SUE pothole plan for review, approval, and coordination by City prior to actual SUE work. The plan is to show approximate location of existing utilities and proposed locations of potholes for utility identification. Changes to the plan shall be documented and re-submitted to City for approval and record purposes. This service does not include City Police Officer or expedited permitting fees.

4.5 – Civil/Mechanical Design Services

Consultant will perform civil and mechanical engineering services for the proposed water tank. The civil/mechanical design will include the following:

- Chlorine residual monitoring
- Control valve
- Site Plan
- Tank Schematics
- Cathodic Protection
- Yard piping and tie-in to existing water system
- Vault/Enclosure for control valve
- General site grading and drainage
- Provisions for future disinfection facilities and considerations for future GBRA interconnection

4.6 – Electrical Engineering Services

Consultant will perform electrical engineering services for the proposed water tank. The electrical design will include the following:

- General electrical design
- Design of obstruction lighting in accordance with FAA requirements
- Site lighting at the base of the elevated storage tank
- Design and specification of SCADA equipment that will interface with the existing SCADA system
- Chlorine Residual Monitoring
- Motorized Control Valves
- Security cameras.
- Key pad and gate opener
- Emergency power requirements (assumed that no generator will be required)
- Pressure and level transmitters
- Provisions for antenna space leasing
- Provisions for future disinfection facilities

4.7 - 60% Construction Drawings

Consultant will prepare engineering plans in half-size (11" x 17") format. The Consultant will provide the following information on the 60% plan sheets:

1) Information Sheets

- Cover
- Sheet Index
- General Notes
- Project Control Plans

2) Civil Sheets (Elevated Storage Tank and Waterline)

- Site Plan
- Yard Piping (Plan View Only)
- Project Layout (Waterline Only)
- Plan View Sheets
- Elevations
- Sections
- Drainage Plan
- Grading
- Landscaping
- Tank Details
 - Elevation view (including tank operational range)
 - Plan view (tank roof and pedestal)
 - Control valve detail
 - Overflow detail
 - Vent detail
 - Other misc. tank details as needed
- Waterline Details
- Control Valve Details
- Erosion Control Plans and Details

3) Electrical Sheets (Elevated Storage Tank)

- Site plan
- Electrical one line
- Miscellaneous controls
- SCADA sheets
- Instrumentation
- Security
- Details
- Grounding
- Cable and conduit schedule
- Lighting
- Legend
- Panel layouts and schedule

Deliverable – Four (4) sets of 60% Construction Drawings and one (1) electronic copy in PDF.

4.8 - 60 % Specifications

Consultant will include technical specifications for materials and installation of proposed facilities only. No Contract Documents will be provided at the 60% stage.

Deliverable – Four (4) sets of 60% Specifications and one (1) electronic copy in PDF.

4.9 – 60% Opinion of Probable Construction Cost

Consultant will prepare and submit an Engineer's Opinion of Probable Construction Cost (OPCC) with the 60% design plans and specifications.

Deliverable – Four (4) sets of 60% OPCC and one (1) electronic copy in PDF.

4.10 – 60% Design Workshop

Consultant will conduct a 60% Design review workshop for the City staff following the completion of the City's review of the 60% design submittal. This workshop will be tailored to review, discuss, and finalize specific aspects of the design criteria and concepts and to discuss City's review comments prior to initiating 90% Design.

Prepare written response to comments base on City's comments to 60% Design and submit to City in electronic format. Comments will be incorporated into the 90% Design Documents.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting Notes and Comment Responses in PDF.

4.11 – 60% Utility & Stakeholder Coordination Meetings

Consultant will prepare for and conduct coordination meetings upon completion of the 60% Design Workshop. These coordination meetings will include all applicable utility companies and other affected agencies, such as

- a. City Staff – (Assume Two (2) Mtgs)
- b. Federal Aviation Administration (FAA)
- c. Texas Commission on Environmental Quality (TCEQ)

- d. Franchise utilities (gas, phone, electric)
- e. Kendall/Comal County
- f. Guadalupe-Blanco River Authority (GBRA) - (Assumed One (1) Mtg)
- g. Camp Bullis/Camp Stanley - (Assumed One (1) Mtg)
- h. Private Developers – (Assumed One (1) Mtg)
- i. Private Property Owners

In addition, to the formal in-person coordination meeting listed above, this scope item will include informal coordination and meetings required to keep open lines of communication with stakeholders/agencies listed above. This scope item will also include attendance of one (1) City Council briefing as identified in Task 2.1 to discuss progress on the design of the tank, including a presentation prepared by the Consultant.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting notes in PDF, and Up to two (2) Misc. Exhibit (11"x17")

TASK 4 – Services/Deliverables provided by City:

- Review and comment on the 60% submittal.
- Attend the 60% design review workshop.
- Review and comment on 60% design review workshop meeting minutes.
- Acquire private property to be used for elevated storage tank, if required.

4.12 – Permit Preparation

Consultant will begin to prepare drawings and documents for permits related to this project. This will include FAA permit and TCEQ permits. Final permit submittal documents will be provided to City at the completion of 100% design.

Task 5 - 90% and 100% Design Phase

The Consultant will perform the following professional services for this project phase, once 60% Design Phase has been approved by City:

5.1 – Easement Acquisition Support

In addition to easement services discussed in the 60% Design Phase, Consultant will provide engineering support for easement acquisition during the 90% Design Phase by researching and responding to landowner and other stakeholder inquiries, meeting with landowner and other stakeholders during the acquisition process, and creating exhibits and documents associated with engineering support of City's acquisition efforts. As part of this effort the Consultant will attend up to one (1) meeting. This effort does not include attendance and testimony at condemnation hearings.

5.2 - 90% Construction Drawings, Specifications, and OPCC

Consultant will prepare engineering plans in half-size (11" x 17") format. Consultant will also include technical specifications for materials and installation of proposed facilities only. No Contract Documents will be provided at the 90% stage. Consultant will prepare and submit an Engineer's Opinion of Probable Construction Cost (OPCC) with the 90% design plans and specifications.

Deliverable

- Four (4) sets of 90% Construction Drawings and one (1) electronic copy in PDF
- Four (4) sets of 90% Specifications and one (1) electronic copy in PDF.
- Four (4) sets of 90% OPCC and one (1) electronic copy in PDF.

5.3 – 90% Design Workshop

Consultant will conduct a 90% Design review workshop for the City staff following the completion of the City's review of the 90% design submittal. This workshop will be tailored to review, discuss, and finalize specific aspects of the design criteria and concepts and to discuss City's review comments prior to initiating 100% Design.

Prepare written response to comments based on City's comments to 90% Design and submit to City in electronic format. Comments will be incorporated into the 100% Design Documents.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting Notes and Comment Responses in PDF.

5.4 - 100% Construction Drawings, Specifications, and OPCC

Consultant will prepare engineering plans in half-size (11" x 17") format. Consultant will include technical specifications for materials and installation of proposed facilities as well as front end documents according to Engineers Joint Contract Documents Committee (EJCDC) guidelines. The City will provide input on the EJCDC front end documents, including the use of Supplementary Conditions or any other requested modifications. The City may elect to select a contractor based on "lowest responsible bidder" or "best value bid", and the front end documents prepared by the Consultant will reflect the preferred approach. Consultant will prepare and submit an Engineer's Opinion of Probable Construction Cost (OPCC) with the 100% design plans and specifications.

Deliverable

- Four (4) sets of 100% Construction Drawings and one (1) electronic copy in PDF
- Four (4) sets of 100% Specifications and one (1) electronic copy in PDF.
- Four (4) sets of 100% OPCC and one (1) electronic copy in PDF.

TASK 5 – Services/Deliverables provided by City:

- Review and comment on the 90% submittal.
- Attend the 90% design review workshop.
- Review and comment on the 90% design review workshop meeting minutes.
- Provide input on the EJCDC front end documents.

Task 6 – Bid Phase

The Consultant will perform the following professional services for this project phase:

6.1 - Bid Ready Documents

Upon written notification from City, Consultant will proceed with providing Contract Documents (bid sets) for bidding. The Contract documents will be submitted electronically to the City.

Consultant will provide one (1) copies on CD of plans, specifications and Contract Documents in Adobe Acrobat PDF format for project advertisement. Four (4) hardcopy bidding documents will be provided and any additional sets of hardcopy bidding documents shall be printed, only upon City's authorization, as Additional Services.

6.2 – Pre-bid conference

Consultant will attend the Pre-bid Conference to present the project to prospective bidders and respond to questions. Consultant will submit a draft agenda for City's review at least one (1) working day prior to conference and distribute the approved agenda and a sign-in sheet at the conference. Consultant will prepare meeting minutes within three (3) working day following the conference and provide a draft to the City PM for review. After incorporating all of City's comments, Consultant will submit the final minutes electronically.

6.3 – Responses to Questions

Consultant will provide written interpretation of the intent of plans and specification (Contract Documents) to City for distribution to potential bidders. Consultant will prepare a log of all bidders' questions and provide response. Any changed to the contract documents resulting from bidders' questions will be addressed formally through an addendum.

6.4 – Prepare Addenda

Consultant will prepare addenda required to clarify, correct or change the bid documents. Consultant will also revise the OPCC, if necessary. Addenda will be provided in Adobe.pdf format and sealed by responsible engineer(s). Addenda will be issued to bidder through the City.

6.5 – Evaluation of Bids

City will provide consultant with the bid tabulation and the bid packets. Consultant will review the bid packet(s), verify the accuracy of the bid tabulation, determine if the apparent low bidder is the lowest responsible bidder, and prepare a letter of recommendation of award. At a minimum, the bid packet review will examine previous project history (contact client references), proposed superintendents' work history, financial viability (financial strength, payment performance, credit worthiness, etc.), and OHSA safety records. Consultant will also assess the bid for balance. Consultant will consult with City as to the acceptability of major subcontractors, suppliers, and other entities included in the bid packet.

6.6 – Conformed Documents

Per the addenda issued, Consultant will update the Contract. Consultant will provide three (3) hard copy sets of half-size (11"x17") plans and three (3) hard copy sets of specifications. One (1) CD containing the plans and specifications for the project in PDF format. Conformed sets will be sealed and signed by a professional engineer in the state of Texas.

6.7 – Bid Phase Deliverables

In summary, Consultant will provide the following deliverables to City as part of the bid phase services:

- Contract documents (bid sets) and final OPCC
- Pre-bid meeting agenda and meeting minutes
- Addenda
- Written response to question from bidders

- Letter of recommendation of award
- Conformed drawings and specifications (hard copies and one PDF)

Task 7 – Construction Phase Services

The Consultant will perform the following professional services for this project phase:

7.1 – Pre-Construction Conference

Consultant will attend a Pre-Construction Conference prior to commencement of construction activity.

7.2 – Visit to Site and Observation of Construction

Consultant will make up to twelve (12) site visits to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

7.3 – Construction Progress Meetings

Consultant shall attend bi-monthly meetings for the first three (3) months of construction followed by monthly construction meetings thereafter for a total of fifteen (15) construction progress meetings. Consultant will prepare agenda and meeting minutes. For the purposes of this Agreement it is anticipated that the construction period will be twelve (12) months.

7.4 – National Associations of Corrosion Engineering (NACE) Certified Inspections

Consultant will provide NACE Certified Resident Inspector to provide necessary certifications for paint system regardless of tank style. Inspector will prepare weekly status reports. Inspector will determine by measurement and observation that the applicator fully complies with specification requirement and that work performed matches the required standard of quality, determine that all essential raw materials are stored correctly and used in batches within the manufacturer's recommended shelf life, maintain records of all work done, the conditions under which it was done, and any other appropriate report items required by the City and perform other duties as request by City through supplemental services. NACE certified Inspection services include the following.

- Abrasive blasting and primer coating the tank interior and exterior (up to 13 visits)
 - Visit the site each day of abrasive and primer coatings and preparation of primer coating for application of intermediate coating for compliance with project specifications.

- Reports will be provided once per week for each visit. Reports will include photos.
- Intermediate coating the tank interior and exterior (up to 7 visits)
 - Visit the site at the beginning of coating application, during coating application, and after intermediate coating application is completed and coating is prepared for finish coating.
 - Reports will be provided once per week for each visit. Reports will include photos.
- Finish coating the tank interior and exterior (up to 8 visits)
 - Visit the site during coating application and completion of exterior and interior coating application for compliance with project specifications.
 - Visit the site to observe contractor performing holiday testing.
 - Reports will be provided once per week for each visit. Reports will include photos.

7.5 – Pay Estimate Reviews

Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

7.6 – Shop Drawings/Submittal Review

Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents. Consultant will develop special condition in the bid documents for contractor to submit "or equal" substitutions with bid.

7.7 – Requests for Information (RFI)

Consultant (or the appropriate sub-consultant) will respond to all questions and concerns that may arise during construction. Clarifications and interpretations of the Contract Documents will be consistent with the intent of the Contract Documents. Responses will be provided in writing, using City's standard format, if applicable.

7.8 – Requests for Proposals (RFPs) and Change Orders (COs)

Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

7.9 – Substantial and Final Completion Walk-through

Substantial Completion. Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

Task 8 – Record Drawings**8.1 – Record Drawings**

Consultant will prepare Contract Record Drawings for the project, based on as-built redlines provided by the contractor.

Deliverable

- One (1) CD or USB with the following.
 - Record Drawings in PDF
 - AutoCAD Project files (2018)

Task 9 – Supplemental Services

Supplemental Services shall only be performed by Consultant upon written authorization from City, which may require an amended professional services agreement for approval. All supplemental services funds are subject to reallocation to other tasks depending on actual project needs.

9.1 – Off-Site Engineering Design

This scope is intended to encompass the design associated with items that were not clearly defined at the time of scoping and fee development due to multiple sites that are to be evaluated during the 30% Design Phase. Items in this task may include, but are not limited to, design of adjacent off-site utilities that need to be extended, off-site access road, and off-site drainage. For the purposes of this Scope of Services, it is assumed that this offsite engineering will consist of the design of 6,000 linear feet of offsite water line and access road extension, including the development of plan sheets for this infrastructure.

9.2 – Pedestal Storage

The Consultant will develop plans and specifications for the addition of a storage floor within the pedestal of the proposed elevated storage tank (concrete pedestal only). The storage floor will consist of a concrete floor, access stairs, jib crane, and lighting. Should a finished floor be required (including ceiling, HVAC, and access compliant with the Americans with Disabilities Act), then additional services will be required.

9.3 – Additional City Council / Public Outreach

Consultant will coordinate and prepare for up to three (3) additional community workshops and/or City Council briefings.

Deliverable – Update power point presentation, Meeting Agenda, Sign-in Sheet, Meeting Notes and one (1) exhibit (24"x36") per meeting.

9.4 – Additional SUE Services

At the direction of City Staff, the Consultant may be required to perform additional SUE potholes beyond those scoped for the project, and conduct surveying as required to tie-in potholed features into design documents. This scope will include three (3) additional potholes.

9.5 – Additional Geotechnical Services

At the direction of City Staff, the Consultant may be required to perform additional Geotechnical borings beyond those scoped for the project. This scope will include up to three (3) additional borings at an average depth of 10-feet deep. This scope will assume that Consultant will mobilize one (1) additional time and all necessary traffic control, surveying, and permits will be included.

9.6 – TCEQ Edward Aquifer Contributing Zone Plan

For projects within the Contributing Zone of the Edwards Aquifer, approval of a Contributing Zone Plan ("CZP") is typically required in conjunction with the on-site civil construction plan review. The Consultant will prepare and submit one application package for review of the CZP for the proposed project. The Consultant will submit the application package to the Client for review, address one round of comments, and then submit it to TCEQ for review.

9.7 GBRA Interconnection and Disinfection Facilities

The Consultant will develop plans and specifications for the addition of a chlorine booster system for the interconnection of GBRA to the elevated storage tank. The chlorine booster system will consist of a gas chlorine system with 150-lb cylinders contained within a fiberglass enclosure.

Additional Services

Additional services to be performed if authorized by City, but which are not included in the above-described Scope of Services, are as follows:

- A. Additional sets of bidding documents.
- B. Establish new survey monuments.
- C. Construction staking (contract documents will require the contractor to perform).
- D. Radio path study for SCADA.
- E. Preparation of Construction Contract Change Orders.

- F. Preparation and obtaining Storm Water Pollution Prevention Plan (SWPPP) permit (contract documents will require the contractor to prepare and obtain).
- G. Accompanying City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The Consultant will assist City on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for City's compliance efforts.
- H. Assisting City or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- I. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- J. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- K. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to City.
- L. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
- M. Any additional changes to the Contract Documents necessary to break the project into phases or bidding portions of the project at a later date.
- N. Making significant modifications to the plans and specifications after the 90% submittals have been approved by City
- O. Professional services associated with designing secondary uses of the EST's pedestal such as office or storage space.
- P. Additional meetings beyond those identified in the Scope of Services.
- Q. Texas Department of Licensing and Registration (TDLR) review or permitting fees.
- R. Any services not listed in the Scope of Services.

FEE AND EXPENSES

Basic Services

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Project Management	\$18,135.00
Task 2 City Council / Public Outreach	\$35,755.00
Task 3 30% Design Phase	\$73,365.00
Task 4 60% Design Phase	\$89,710.00
Task 5 90% and 100% Design Phase	\$42,730.00
Task 6 Bid Phase	\$12,265.00
Task 7 Construction Phase Services (excluding Task 7.4)	\$48,815.00
Task 7.4 NACE Certified Inspections	\$31,635.00
Task 8 Record Drawings	\$4,495.00

Total Lump Sum Fee \$356,905.00

Supplemental Services

Kimley-Horn will perform the Supplemental Services in the tasks below on a lump sum fee basis per task. Supplemental Services shall only be performed by Consultant upon written authorization from City, which may require an amended professional services agreement for approval. All permitting, application, and similar project fees will be paid directly by the Client.

Task 9.1	Off-Site Engineering Design	\$28,200.00
Task 9.2	Pedestal Storage	\$6,200.00
Task 9.3	Additional City Council / Public Outreach	\$11,800.00
Task 9.4	Additional SUE Services	\$10,900.00
Task 9.5	Additional Geotechnical Services	\$4,000.00
Task 9.6	TCEQ Edwards Aquifer Contributing Zone Plan	\$13,300.00
Task 9.7	GBRA Interconnection and Disinfection Facilities	\$15,600.00

Exhibit B
Exhibit "C"

Item #13.

Evidence of Insurance



Elevated Storage Tank Project



Design Contract Amendment

Grant Watanabe, P.E., CFM
Director of Public Works

Background



- April 2019 – City executed contract with Kimley-Horn and Associates, Inc. for engineering services for the EST project
- Summer 2021 – Project put on hold after 90% design submittal to evaluate alternate locations
- September 2021 – City authorized Kimley-Horn to conduct a site feasibility evaluation for the 10-acre property purchased by the City of Boerne
- June 16, 2025 – City purchased 2.923 acres from the City of Boerne and proceeded with annexation, FLUM and zoning

Scope of Contract Amendment

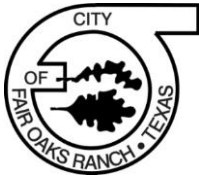
- New topographic survey and geotechnical investigation
- Complete redesign of the site civil (yard piping, grading, drainage, paving, fencing)
- Complete redesign of water main to connect the EST to the City's water distribution system
- Resubmission of 90% design
- Restart TCEQ and FAA permit coordination
- Updated labor rates for portions of the original project scope that have not yet been completed
- Easement acquisition (if needed), subsurface utility engineering, and plat services for the new site

Cost and Schedule Update

- Engineering
 - Original fee: \$446,905
 - Contract amendment: \$281,987.95
 - Total fee: \$728,892.95
- Construction
 - Estimated cost: \$8.2 million
- Schedule
 - 10 months for redesign, permitting and preparation of bid documents
 - 2 months for procurement
 - 16 months for construction



Questions?



CITY COUNCIL WORKSHOP CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Update on a request to reduce the speed limit on No Le Hace
 DATE: November 20, 2025
 DEPARTMENT: City Council
 PRESENTED BY: Ruben Olvera, Council Member, Place 3
 Carole Vanzant, CPM, ICMA-CM, Assistant City Manager

INTRODUCTION/BACKGROUND:

At the October 2, 2025 City Council meeting, City Council Member Ruben Olvera requested an update on the request to reduce the speed limit on No Le Hace. The following summarizes the TSAC and City Council actions from February 26 to August 6, 2025.

February 26 TSAC Meeting

TSAC reviewed a resident request (**Exhibit A**) to reduce the speed limit on No Le Hace due to high vehicle speeds, blind curves, area residents being young families and elderly, and the road being used as a cut through to and from Fair Oaks Parkway and Dietz Elkhorn Road. The requestor's recommendations included reducing the speed limit to 20 or 25 mph, adding speed bumps at the blind curves, and replacing the existing yield sign with a three-way stop at the intersection of No Le Hace and Sumpter. At the meeting, staff noted no reported collisions due to excessive speed, and that reducing the speed limit below 30 mph can be a City Council action upon determination that the current speed limit is unsafe or unreasonable. **TSAC actions:**

1. A motion to recommend lowering the speed limit on No Le Hace between Dietz Elkhorn Road and Fair Oaks Parkway to 25 mph due to road curves *passed* (4-1).
2. A motion to recommend replacing the yield sign at Sumpter with a stop sign *failed* (2-3).

March 20 City Council Workshop

During the workshop, staff provided an aerial view of No Le Hace and the City's Transportation Map depicting the road designation as a local street. Staff noted the submitter and one area resident spoke at the meeting in support of the speed limit reduction, and that City Council may consider an ordinance to reduce the speed limit at a future meeting. The City Council directed staff to present an ordinance to lower the speed limit to 25 mph on No Le Hace between Dietz Elkhorn Road and Fair Oaks Parkway.

April 17 City Council Meeting

At the request of Council Member Scott Parker, the first reading of an ordinance to reduce the No Le Hace speed limit was removed from the Consent Agenda for discussion. **City Council actions:**

1. A motion to reduce the maximum speed limit on No Le Hace between Fair Oaks Parkway and Dietz Elkhorn Road to 25 mph *failed* (3-4).
2. A motion to return the submittal to TSAC for area citizen feedback and for a speed limit study *passed* (6-1).

August 6 TSAC Meeting

One area resident spoke, suggesting that, rather than a speed reduction, traffic enforcement could be increased. Staff presented the following:

Radar data from May 13 - 26:

Daily average vehicle count:

Northbound - 161

Southbound - 124

Total average speed:

Northbound - 20.6 mph

Southbound - 20.3 mph

85th percentile of speed:

Northbound - 29.3 mph

Southbound - 29 mph

Radar data from July 15-28 (radars placed out again after GVTC project completion):

Daily average vehicle count:

Northbound - 102

Southbound - 86

Total average speed:

Northbound - 20.5 mph

Southbound - 19.8 mph

85th percentile of speed:

Northbound - 24 mph

Southbound - 24 mph

Citizen input:

Fifty-three surveys were distributed by the submitter with twenty responses received. Eighty-five percent of survey respondents supported lowering the speed limit to 25 mph. **TSAC action:**

A motion to recommend reducing the speed limit to 25 mph on No Le Hache between Dietz Elkhorn Road to Fair Oaks Parkway due to the 85th percentile of speed recorded from radar feedback signs being under 25 mph and due to most of the survey respondents supporting the reduction of the speed limit to 25 mph *failed* (3-3).

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Updates the City Council the status on its previous action referring the submittal to TSAC.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Not applicable.



Exhibit A

Item #14.

TRANSPORTATION SAFETY ADVISORY COMMITTEE REQUEST FORM

Rcv'd: __Dec 30, 2024__

By: __Email__

Req #: _____

Please fill out this form in its entirety (feel free to attach photos or additional information) regarding the review of a traffic or pedestrian safety issue. If applicable, your request will be presented to the Committee for review and determination. Forms must be received 30 days prior to the scheduled quarterly meeting. [TSAC webpage](#)

Requestor Contact Information

Name: _____ Laura Maxwell Phone: _____

Mailing Address: _____ 29430 No Le Hace Dr.

City/State/ZIP Code: _____ Fair Oaks Ranch, TX 78015

Email Address: _____

Are you able to attend the TSAC meeting where this request will be presented to the Committee? [Select One]
(First Wednesday of February, May, August, and November at 3:00 PM)

Category

- | | | |
|--|--|---|
| <input type="checkbox"/> Changes to Traffic Patterns | <input type="checkbox"/> Crosswalks | <input type="checkbox"/> Hike and Bike Lanes |
| <input type="checkbox"/> No Parking Zones | <input type="checkbox"/> Poor Site Distance at Intersections | <input checked="" type="checkbox"/> Speed Limit Increase/Decrease |
| <input checked="" type="checkbox"/> Speed Limiting Devices | <input checked="" type="checkbox"/> Yield and Stop Signs | <input type="checkbox"/> Other |

Location / Situation for Review and Description of Concerns

Our home is located right in the middle of No Le Hace Dr. My husband and I routinely witness vehicles traveling way too fast down the road, which is made especially dangerous by several blind curves. I'm an avid runner and travel the road on foot often. It's becoming very common to have to jump up on the curb because someone is driving too fast and not paying attention on such a windy road.

30 mph is, in my opinion, a very unsafe speed limit on that road. You have to assume that people will routinely exceed the speed limit (and they do)...which means we have people traveling 35 mph down a road that serves many young families with children, as well as elderly neighbors.

This particular stretch serves as a cut through (especially during the early AM and afternoon hours) for people trying to get from Fair Oaks Parkway to Dietz Elkhorn (and vice versa).

Desired Outcome/Resolution

I'd like someone to drive the road at the posted speed limit and consider factors like children, pedestrians, etc. I feel most experienced and cautious drivers would agree the current limit is much too high and threatens safety of our residents.

A few options-
Reduce the speed limit to 20 or 25 mph
Speed bumps at the blind curve areas
3 way stop at the intersection of No Le Hace and Sumpter.

**This is very similar to the issues on Noble Lark, and their speed limit was reduced to 20 mph. It doesn't make sense for our road to have the same speed limit as a thoroughfare like Dietz Elkhorn.



Status of No Le Hae Speed Limit Reduction

November 20, 2025

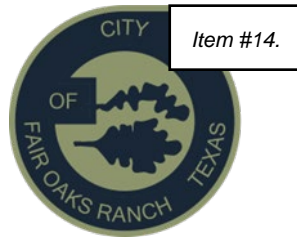
Carole Vanzant, CPM, ICMA-CM,
Assistant City Manager

Introduction

October 25, 2025 City Council Meeting

City Council Member Ruben Olvera requested an update of the August 6 Transportation Safety Advisory Committee's action on the No Le Hace speed limit reduction

TSAC Meeting – February 26



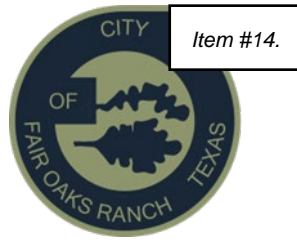
Submitter Concerns

- Vehicle speeds and blind curves
- Area residents being young families and elderly
- Road used as a cut through to and from Fair Oaks Parkway and Dietz Elkhorn Road

Submitter Recommendations

- Reduce the speed limit to 20 or 25 mph
- Add speed bumps at the blind curves
- Replace yield sign with three-way stop at intersection of No Le Hace and Sumpter

TSAC Meeting - February 26, Cont'd.



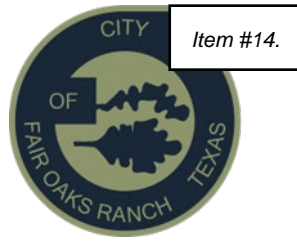
Staff Report

- No reported collisions due to excessive speed
- Texas Transportation Code – City Council can reduce to 25 mph upon determination current speed limit is unsafe or unreasonable. Anything lower requires a traffic study.

TSAC Actions

- Recommendation to lower speed limit to 25 mph due to road curves *passed*.
- Recommendation to add speed bumps or replace yield sign at Sumpter with a stop sign *failed*.

City Council Meeting – March 20



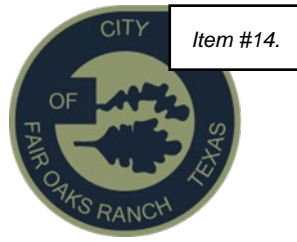
Staff Report

- TSAC action to date
- Aerial view of No Le Hace
- Road designated as a local street – Comprehensive Plan

City Council Action

Directed staff to present an ordinance lowering the speed limit to 25 mph on No Le Hace between Dietz Elkhorn and Fair Oaks Parkway

City Council Meeting – April 17

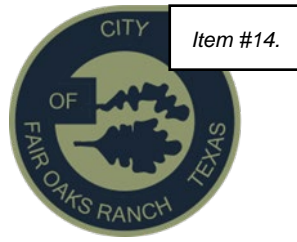


City Council Member Scott Parker requested the proposed ordinance be removed from Consent Agenda for discussion

City Council Actions

- Motion to reduce the speed limit between Fair Oaks Parkway and Dietz Elkhorn to 25 mph *failed*
- Motion to return the submittal to TSAC for area citizen feedback and for a speed limit study *passed*

TSAC Meeting – August 6



Staff report

- Daily average vehicle counts, total average speeds, and the 85th percentile of speed collected May 13 through May 26 and July 1 through July 28
- 53 surveys distributed - 85% of 20 respondents support 25 mph

TSAC action

Recommendation to reduce speed limit to 25 mph from Dietz Elkhorn Road to Fair Oaks Parkway due to the 85th percentile of speed recorded being under 25 mph and due to most respondents supporting the reduction of the speed limit to 25 mph *failed*.