



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, August 15, 2024 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.

PRESENTATIONS

4. Building and Code Staff Appreciation Day Proclamation.

Gregory C. Maxton, Mayor

5. Introduction of new hire: Todd Smith, Interim Police Chief.

Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications

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.

6. Approval of the August 1, 2024 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

7. Approval of the second reading of an ordinance authorizing the execution of a franchise agreement with Frontier Texas Ventures I, LLC. for Solid Waste Collection and Disposal Services.

Clayton Hoelscher, Procurement Manager

8. Approval of the second reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances Chapter 1 "General Provisions," Article 1.06 "Emergency Management," Division 2 "Emergency Management Program".

Gregory C. Maxton, Mayor

- [9.](#) Approval of the second reading of an ordinance amending Ordinance 2015-12 removing no vehicle stopping, standing, or parking on the 28000 block of Chartwell Lane during school zone hours.

Carole H. Vanzant, Assistant City Manager

- [10.](#) Possible confirmation of the emergency approval and first reading of an ordinance amending Chapter 12 "Traffic and Vehicles," Article 12.01 "General Provisions," Section 12.01.003 (1) "Prima Facie Speed Limits," of the City of Fair Oaks Ranch Code of Ordinances by reducing the speed limit on Noble Lark Drive and Kalkallo Drive to 20 miles per hour.

Grant Watanabe, P.E., Director of Public Works & Engineering Services

- [11.](#) Possible confirmation of the emergency approval and first reading of an ordinance amending Chapter 12 "Traffic and Vehicles," Article 12.01 "General Provisions," Section 12.01.002 "Ordinances Saved From Repeal," of the City of Fair Oaks Ranch Code of Ordinances by adding stop signs at the intersection of Noble Lark Drive and Kalkallo Drive.

Grant Watanabe, P.E., Director of Public Works and Engineering Services

- [12.](#) Approval of Council Member Parker's absence from the August 1, 2024 Regular City Council meeting.

Scott Parker, Council Member Place 5

CONSIDERATION/DISCUSSION ITEMS

- [13.](#) Consideration and possible action approving a resolution adopting and implementing the City of Fair Oaks Ranch Emergency Operations Plan.

Gregory C. Maxton, Mayor

- [14.](#) Consideration and possible action approving a resolution for the transition of health benefits providers for medical, dental, vision, life and disability insurance, and FSA and COBRA administration.

Joanna Merrill, IPMA-SCP, Director of HR & Communications

15. Consideration and possible action approving a resolution setting the maximum proposed ad valorem tax rate for Fiscal Year 2024-25, setting the Fiscal Year 2024-25 budget and tax rate public hearing, and other matters in connection therewith.

Summer Fleming, Director of Finance

- [16.](#) Consideration and possible action accepting applications for open positions on Boards, Committees, and Commissions and to set dates for interviews.

Christina Picioccio, TRMC, City Secretary

WORKSHOP

17. FY 2024-25 Budget Workshop.

Summer Fleming, Director of Finance

REQUESTS AND ANNOUNCEMENTS

- 18. Announcements and reports by Mayor and Council Members.
- 19. Announcements by the City Manager.
- 20. Requests by Mayor and Council Members that items be placed on a future City Council agenda.

CONVENE INTO EXECUTIVE SESSION

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

Sec. 551.071 (Consultation with Attorney) the City Council will meet in private consultation with legal counsel to seek the advice of its attorneys about pending or contemplated litigation, a settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Government Code; to wit:

- 21. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.
- 22. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows.

Sec. 551.072 (Deliberation regarding real property)

- 23. The City Council will meet in closed session to deliberate the purchase, exchange, lease, or value of real property that may be considered for future location of water and wastewater system improvements.

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

Signature of Agenda Approval: s/Scott M. Huizenga

Scott M. Huizenga, City Manager

I, Christina Picioccio, TRMC, 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 by 6:30 PM, August 12, 2024 and remained so posted continuously for at least 72 hours 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).

Proclamation
The City of Fair Oaks Ranch
Office of the Mayor

WHEREAS, Building and Code Staff Appreciation Day is celebrated every year on September 1st; and,

WHEREAS, Building and Code staff are essential, not only in the industries in which they work, but to society as well by ensuring that buildings and infrastructure are safe for everyday use by our residents, businesses, and patrons; and

WHEREAS, detailed review of building plans, and the inspection process involved to achieve compliance, help institute a path forward that keeps the project running efficiently which reduces cost and ensures a safe structure is built in a timely manner; and

WHEREAS, Building and Code staff review, inspect and enforce safe building practices in a variety of construction and critical infrastructure components including structural, electrical, mechanical, plumbing, fire systems, accessibility, and energy as they apply to housing, commercial buildings, and public works infrastructure; and

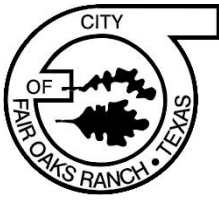
WHEREAS, Building and Code Staff Appreciation Day is intended to remind the public about the critical role of our communities’ code officials – our largely unknown guardians of public safety.

NOW, THEREFORE, I, Gregory C. Maxton, Mayor of the City of Fair Oaks Ranch, do hereby designate September 1, 2024, as Building and Code Staff Appreciation Day. I urge all citizens to express their appreciation to our city’s building and code staff who work diligently within our community every day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Fair Oaks Ranch to be affixed this 15th day of August 2024.

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC
City Secretary



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

Thursday, August 01, 2024 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, and Olvera

Council Absent: Council Members: Koerner, Parker, and Muenchow

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.

Carole Willoughby, Chartwell resident, spoke against the community center. She presented a petition with 400 signatures opposing the facility. She also expressed disappointment that a committee has not been formed.

Mayor Maxton read letters from the following residents opposed to the proposed reopening of Noble Lark and Kalkallo: Marc and Brandi Friberg, Viv Serrano, Matt & Angela Sandidge, and Lynda Miller.

Mayor Maxton read a letter from Ryan Schnoke, as a representative of Front Gate HOA, in opposition to a possible permanent closure of Noble Lark at Dietz Elkhorn.

PRESENTATIONS

4. Presentation of a 10-Year Service Award to: Richard Gonzalez, Police Sergeant.

Joanna Merrill, IPMA-SCP, Director of HR and Communications, presented Police Sergeant Richard Gonzalez with a 10-Year Service Award.

5. Introduction of new hire: Jim Williams, Assistant City Manager.

Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications, introduced new Assistant City Manager Jim Williams.

CONSENT AGENDA

6. Approval of the July 18, 2024 Regular City Council meeting minutes.

7. Approval of a resolution authorizing the consolidation of the City's 457(b) deferred compensation plans from two providers, Mission Square and Nationwide, into a single

plan provider, Nationwide, and implementation of the proposed transition plan, investment policy, and committee charter.

8. Approval of the proposed FY 2024-25 Municipal Development District (MDD) Budget.

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

VOTE: 4 - 0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

9. Consideration and possible action approving a resolution authorizing execution of an Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund, expenditure of the required funds, and execution of all applicable documents by the City Manager.

MOTION: Made by Council Member Olvera, seconded by Council Member Stroup to approve a resolution authorizing execution of an Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool.

VOTE: 4 - 0; Motion Passed.

10. Consideration and possible action approving the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances Chapter 1 "General Provisions," Article 1.06 "Emergency Management," Division 2 "Emergency Management Program;" and providing for a severability clause and effective date.

MOTION: Made by Mayor Maxton, seconded by Council Member Rhoden to approve the first reading of the ordinance amending the City of Fair Oaks Ranch Code of Ordinances Chapter 1 "General Provisions," Article 1.06 "Emergency Management," Division 2 "Emergency Management Program;" and providing for a severability clause and effective date.

VOTE: 4 - 0; Motion Passed.

11. Consideration and possible action approving the first reading of an ordinance authorizing the execution of a franchise agreement with Frontier Texas Ventures I, LLC for Solid Waste Collection and Disposal Services.

MOTION: Made by Council Member Rhoden, seconded by Council Member Stroup to approve the first reading of an ordinance authorizing the execution of a Franchise Agreement with Frontier Texas Ventures I, LLC, and execution of all applicable documents by the City Manager.

VOTE: 4 - 0; Motion Passed.

12. Consideration and possible action on the first reading of an ordinance amending Ordinance 2015-12 removing no vehicle stopping, standing, or parking on the 28000 block of Chartwell Lane during school zone hours.

MOTION: Made by Mayor Maxton, seconded by Council Member Olvera to approve the first reading of an ordinance amending Ordinance 2015-12 removing no vehicle stopping, standing, or parking on the 28000 block of Chartwell Lane during school zone hours.

VOTE: 4 - 0; Motion Passed.

13. Consideration and possible action on the emergency approval of the first reading of an ordinance amending Chapter 12 "Traffic and Vehicles," Section 12.01.003 (1) of the City of Fair Oaks Ranch Code of Ordinances reducing the speed limit to 20 miles per hour on Kalkallo Drive and Noble Lark Drive.

MOTION: Made by Council Member Rhoden, seconded by Council Member Stroup to approve the first reading of an ordinance amending Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.003 (1) of the City of Fair Oaks Ranch Code of Ordinances reducing the speed limit on Kalkallo Drive and Noble Lark Drive to 20 mph.

VOTE: 4 - 0; Motion Passed as Recorded:
Mayor Maxton – For; Council Member Stroup – For; Council Member Rhoden – For; Council Member Olvera – For.

14. Consideration and possible action on the first reading of an ordinance amending Chapter 12 "Traffic and Vehicles," Section 12.01.002 of the City of Fair Oaks Ranch Code of Ordinances establishing stop signs at the intersection of Noble Lark Drive and Kalkallo Drive and removal of a yield sign from said intersection.

MOTION: Made by Mayor Maxton, seconded by Council Member Stroup to approve the first reading on an ordinance amending Chapter 12 Traffic and Vehicles, Article 12.01 General Provisions, Section 12.01.002 of the City of Fair Oaks Ranch Code of Ordinances establishing stop signs at the intersection of Noble Lark Drive and Kalkallo Drive and removal of a yield sign from said intersection.

VOTE: 4 - 0; Motion Passed as Recorded:
Mayor Maxton – For; Council Member Stroup – For; Council Member Rhoden – For; Council Member Olvera – For.

Mayor Maxton recessed the meeting at 8:48 PM

Mayor Maxton reconvened the meeting at 8:59 PM

WORKSHOP

Mayor Maxton asked to address workshop item 16 on the Compensation Plan, before workshop item 15 on the FY 2024-25 Budget.

16. FY 2024-25 Compensation Plan Proposal.

Scott M. Huizenga, ICMA-CM, City Manager and Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications, led a workshop with Council regarding the FY 2024-25 Compensation Plan. Council directed staff to include the following positions to the proposed budget: City Planner and Project Manager.

15. FY 2024-25 Budget Workshop.

Summer Fleming, Director of Finance, led a workshop with Council regarding the FY 2024-25 budget.

REPORTS FROM STAFF AND COMMITTEES**17. Quarterly Financial and Investment Report for the Quarter Ended June 30, 2024.**

Summer Fleming, Director of Finance, provided the Quarterly Financial and Investment Report for the Quarter Ended June 30, 2024

REQUESTS AND ANNOUNCEMENTS**18. Announcements and reports by Mayor and Council Members.**

Council Member Olvera expressed gratitude to the Police Department for their attention to recent vehicle thefts on Noble Lark and Kalkallo for their excellent response time.

19. Announcements by the City Manager.

City Manager, Scott M. Huizenga, announced that the City has been made aware of a planned power outage at the Cibolo Bridge due to repairs by TxDOT during the week of August 12, 2024. CPS will notify the customers impacted by the outage.

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

N/A

CONVENE INTO EXECUTIVE SESSION

City Council did not convene into closed session regarding:

Sec. 551.071 (Consultation with Attorney) the City Council will meet in private consultation with legal counsel to seek the advice of its attorneys about pending or contemplated litigation, a settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Government Code; to wit:

21. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.
22. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows.

Sec. 551.072 (Deliberation regarding real property)

23. The City Council will meet in closed session to deliberate the purchase, exchange, lease, or value of real property that may be considered for future location of water and wastewater system improvements.

RECONVENE INTO OPEN SESSION

N/A

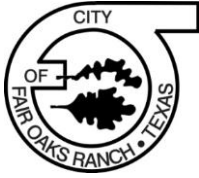
ADJOURNMENT

Mayor Maxton adjourned the meeting at 11:47 PM

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the second reading of an ordinance authorizing the execution of a franchise agreement with Frontier Texas Ventures I, LLC. for Solid Waste Collection and Disposal Services.

DATE: August 15, 2024

DEPARTMENT: Finance

PRESENTED BY: Consent Item – Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

At the City Council meeting on April 4, 2024, staff presented Republic Services' renewal proposal for the existing franchise agreement for the collection, hauling, and disposal of residential garbage and refuse waste. As a result, City Council requested staff bring forth a draft Request for Proposals (RFP) for solid waste collection services. An RFP draft was presented at the April 18, 2024 meeting for input.

On April 23, the RFP was advertised. Proposals were due on May 21, and five proposals were received from the following companies.

- Republic Services of San Antonio
- Tiger Sanitation LLC
- Texas Pride Disposal
- Frontier Texas Ventures I, LLC
- Waste Connections Lone Star Inc.

An evaluation team reviewed the proposals and elected to interview multiple firms. As part of the review process, the City evaluated key components such as the following.

- Price, to include any future potential rate increases
- Availability and location of staff and equipment
- Amount and age of available primary and backup fleet
- Relevant experience
- Resources available for customer service
- Ability to provide a seamless transition to a new provider (if applicable)

Frontier Texas Ventures I, LLC was selected as the top ranked company. Negotiations took place, resulting in a Franchise Agreement for approval. The agreement requires an ordinance, which also requires a second reading. The following service enhancements are included in this Agreement.

- Bulk Collection will be provided during the last full week of each month. Customers will be allowed up to 12 monthly collections each contractual year.

- Brush Collection will be provided twice each contractual year. Instead of two bi-annual citywide events, collection will be available during the last full week of each month and customers can schedule this at their discretion.
- Household Hazardous Waste will be collected monthly. Customers will be allowed up to 12 monthly collections each contractual year, which will be collected at their homes.

The City Council, on August 1, 2024, approved the first reading of this ordinance.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Seeking proposals allows the City to compare multiple options to determine which is the most advantageous for the residents of Fair Oaks Ranch.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Customers' monthly service rates will be based on the terms of the franchise agreement. The monthly rate will be \$28.47 per month, plus applicable taxes and fees.

LEGAL ANALYSIS:

The ordinance and agreement have been reviewed and approved by the City Attorney.

RECOMMENDATION/PROPOSED MOTION:

Consent Item – I move to approve the second reading of an ordinance authorizing the execution of a Franchise Agreement with Frontier Texas Ventures I, LLC, and execution of all applicable documents by the City Manager.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, APPROVING A FRANCHISE AGREEMENT WITH FRONTIER TEXAS VENTURES I, LLC FOR THE COLLECTION, HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF FAIR OAKS RANCH, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, PROVIDING A SEVERABILITY AND REPEALER CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has an existing Franchise Agreement for the collection, hauling, and disposal of Municipal Solid Waste and Recyclable Materials that expires after September 30, 2024; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch has determined that such an Agreement is necessary to preserve or protect the public health of the citizens of Fair Oaks Ranch, Texas; and,

WHEREAS, a Request for Proposals was issued and proposals were received and reviewed; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch has determined that it would be in the best interest of the citizens of the City and would promote the health, safety and general welfare of the inhabitants of said City to contract with Frontier Texas Ventures I, LLC. to provide for the collection, removal and disposal of garbage and refuse waste in the City of Fair Oaks Ranch; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch authorizes the execution of an agreement with Frontier Texas Ventures I, LLC (**Exhibit A**).

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

Section 1. The “Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Fair Oaks Ranch, Texas (hereinafter the “Agreement”), attached hereto, upon execution, as Exhibit “A” and incorporated herein for all purposes, is hereby approved. The City Manager is hereby authorized, on behalf of the City, to execute the Agreement and any other ancillary instruments and documents as may be reasonably necessary to effectuate the intent of this Ordinance.

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. 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 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 1st day of August 2024.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 15th day of August 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS
IN THE CITY OF FAIR OAKS RANCH, TEXAS**

OCTOBER 1, 2024

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS
IN THE CITY OF FAIR OAKS RANCH, TEXAS**

STATE OF TEXAS

COUNTIES OF BEXAR, COMAL AND KENDALL

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of October 1, 2024, by and between Frontier Texas Ventures I, LLC, a Delaware limited liability company doing business in Texas as "Frontier Waste Solutions" (the "Service Provider"), and the City of Fair Oaks Ranch, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste and Recyclable Materials (as such terms are defined herein) Brush and Bulky items, Household Hazardous items, Recyclables, and Wastewater Sludge and Screening (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Brush Items – Brush includes personally-trimmed and severed parts of all domestically cultivated trees and shrubbery that do not exceed twenty (20) cubic yards in total volume per residential collection.

Bulky Items - Bulky Items consist of household items such as appliances with Freon removed, household fixtures, furniture, yard equipment with gas removed, mattresses, and other similar Items. Items have no size limitations but are limited to a weight limit of 300 pounds per household pick up. Does not include Construction and Demolition Waste.

Brush and Bulky Items Curbside Pick-Up – The scheduled collection and disposal of curbside Brush and Bulky Items.

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

City – The City of Fair Oaks Ranch.

City Facilities – All municipal-owned buildings located at 7286 Dietz Elkhorn (City Hall Complex), 30955 Meadow Creek Trail (Fire Station), 7895 Fair Oaks Parkway (Fire Station), and the Wastewater Treatment Plant on No Le Haze Road and any future facilities.

City Manager – The Fair Oaks Ranch City Manager or authorized designee.

Collection - Unless defined a Holiday under this Agreement, Service Provider shall provide one curbside Municipal Solid Waste collection and one curbside Recyclable Material collection per week, for each Residential Unit located within the City. The Recyclable Material curbside collection will occur on the same day as normal curbside Municipal Solid Waste. Such collection services must be provided between the hours of 7:00 A.M. and 7:00 P.M.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Household Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Brush and Bulky Items.

Container – Any receptacle, including, but not limited to, Roll-Offs and Rollouts, provided to the City by the Service Provider and utilized by a Residential Unit for collecting Municipal Solid Waste or Recyclable Materials. Containers are designed to hold between ninety-five (95) gallons and forty (40) cubic yards of Solid Waste. Commercial metal receptacles, used at City Facilities, are designed to be lifted and emptied mechanically.

Contract Year – Any one-year period of time from October 1 to September 30 during the term of this Agreement.

Dead Animal Collection – The collection and disposal of dead animals stored in the City’s storage cooler.

Hazardous Waste - Waste defined as, or of a character or in sufficient quantity to be defined as, a Hazardous Waste by the Resource Conservation and Recovery Act, as amended, or by Texas law with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)

- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Household Hazardous Waste - Any solid waste generated in a household by a consumer which, except for the exclusion provided in 40 Code of Federal Regulations (CFR) §261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261

Landfill - Any facility or area of land receiving Municipal Solid Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas. Includes sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals to receive for processing or final disposal Municipal Solid Waste and dead animals.

Monthly Residential Rate – Monthly fee charged by the Service Provider to all single-family residential receiving solid waste collection, disposal and recycling services authorized by City Council.

Municipal Solid Waste - Solid Waste resulting from or incidental to residential, municipal and community, commercial, institutional, or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste, Hazardous Waste or Household Hazardous Waste.

Recycling and Recycling Facility- Recycling shall mean a process by which Recyclable Materials are collected, sorted, processed, or prepared into marketable commodities for manufacturing into new products. Recycling Facility shall mean a facility where Recyclable Materials are sorted and processed.

Recyclable Materials -

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- (c) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (d) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

Recycling Container – A Container of approximately 95 gallons of capacity and provided by the Service Provider to any Residential Unit and City Facilities for the collection of Recyclable Materials.

Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Roll-Off - A metal Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

RollOut - A wheeled rigid plastic Container with ninety-five (95) gallons of capacity.

Screenings - That floating and suspended matter, both organic and inorganic, that is removed from the wastewater entering the treatment plant by the mechanically cleaned coarse screens.

Service Provider – The person, corporation, partnership, or legal entity performing the services provided for under this Agreement.

Solid Waste - As defined by the Texas Health and Safety Code, Chapter 363 Municipal Solid Waste Section 363.004 (19) whether such waste is mixed with or constitutes Recyclable Materials.

Special Waste - Special Waste is any Solid Waste at City locations which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the Landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited, to sludge from the City's wastewater treatment plants and animal carcasses. Special Waste must conform in all respects with a Service Provider-approved Special Waste Profile. Special Waste does not include any Hazardous Waste.

Special Waste Profile – Service Provider's form of documentation, as provided as an Attachment to the Agreement, that the City must complete, and Service Provider must approve, with respect to any Special Waste prior to Service Provider's acceptance of such Special Waste.

Unacceptable Waste - Means highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by Texas or federal law, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility. Household Hazardous Waste collected by Provider does not necessarily constitute Unacceptable Waste.

Wastewater Sludge - The accumulated solids separated from the wastewater during processing. That portion of settled solids from the final clarifiers removed from the wastewater treatment processes to the solids drying beds or other solids handling facilities.

White Good - Any item consisting of household items such as appliances with Freon removed, hot water heaters, sinks, household fixtures, furniture, yard equipment with gas removed, and mattresses. Does not include Construction and Demolition Waste.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials, the exclusive franchise, license and privilege to collect, haul and recycle

or dispose of Municipal Solid Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties, within the City's corporate limits. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take appropriate legal action pursuant to the City's Code of Ordinances, Chapter 13, Section 13.02.001.

SECTION 3. OPERATIONS.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Municipal Solid Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Residential Units, and (ii) placed within Containers by those Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement, subject to applicable law (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Municipal Solid Waste and Recyclable Materials, the title to all Municipal Solid Waste and Recyclable Materials collected, hauled and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

C. Disposal. All Municipal Solid Waste shall be disposed of at a Landfill.

D. Right of Refusal. Service Provider may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Service Provider, Service Provider may refuse to collect the entire Container.

E. Legal Compliance. Service Provider shall be required to follow all applicable local, state and federal laws and regulation pertaining to the provision of the services detailed herein, including but not limited to those related to safety. Service Provider shall acquire title to the materials when such materials are loaded into its vehicle; provided, however, that when Service Provider is providing disposal services only and not collection services, Service Provider shall acquire title when the materials are delivered to its premises. Title to and liability for any Unacceptable Waste shall at no time pass to the Service Provider.

SECTION 4. RESIDENTIAL UNIT COLLECTIONS.

A. Residential Units. The Service Provider will collect Municipal Solid Waste once per week and Recyclable Materials once per week from Residential Units; provided, that (i) such Municipal Solid Waste and Recyclable Materials are placed in Containers provided by the Service Provider, and (ii) such Containers are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. The Recyclable Materials curbside collection shall occur on the same day as the curbside Municipal

Solid Waste collection. Collection services must be provided between the hours of 7:00 A.M. and 7:00 P.M.

B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. Municipal Solid Waste and Recyclable Materials in excess of the Containers' limits, or placed outside or adjacent to the Containers, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continues, the Service Provider shall require the Residential Unit to utilize an additional Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereto.

C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need. The Service Provider shall not be responsible for any other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Residential Units.

D. Household Hazardous Waste Collection. The Service Provider will collect Household Hazardous Waste from Residential Units once per month, as designated by the Service Provider; provided, that the Household Hazardous Waste (i) is placed on the porch/doorstep no later than 7:00 a.m. on the scheduled collection day, (ii) is reasonably contained in a box or bag provided by the Service Provider, and (iii) the Residential Unit notifies the Service Provider of the need for such collection at least 7 days prior to the scheduled collection day for such Household Hazardous Waste. The Service Provider shall only be responsible for collecting, hauling and disposing of Household Hazardous Waste from those Residential Units that have complied with this Section 4.D.

The Service Provider will accept the following items for collection as Household Hazardous Waste:

- Aerosol products
- Ammunition, home use fireworks
- Antifreeze
- Auto fluids
- Ballasts (non-PCB & PCB)
- Batteries – auto, sump, power tool & household sizes
- Blacktop sealer - oil based
- Cleaning products
- Cooking Oil
- Fire Extinguishers

- Fluorescent bulbs (tubes and CFLs)
- Gasoline & oil/gas mixtures
- HID (headlight bulbs)
- Hobby & photo chemicals
- Lawn chemicals
- Mercury containing Devices (thermostats, etc.)
- Motor oil
- Oxygen tanks
- Paint (Oil-based paints, stains, varnishes; and Latex Paint)
- Pesticides, poisons, herbicides, insecticides
- Pharmaceuticals/medications
- Pool chemicals
- Propane tanks
- Resins, Glues, Adhesives
- Smoke Detectors
- Solvents

The Service Provider will not accept the following items for collection as Household Hazardous Waste:

- Acetylene cylinders
- Biological or medical waste
- Business generated waste
- Foam cylinders (Part A/Part B)
- Explosives
- MAPP gases
- Radioactive Material
- Syringes/needles
- Farm machinery oil

Each Household Hazardous Waste collection per month shall be limited as follows:

- Fluorescent light bulbs: Minimum 1, Maximum 8.
- Used motor oils or antifreeze: Minimum 1 gallon, Maximum 2 gallons.
- Paints and supplies; Pool & Household Chemicals: Minimum 1 gallon, Maximum 5 gallons.
- Household Cleaners; Pesticides & Fertilizers: Minimum 1 item, Maximum 8 items.
- Household Batteries: Minimum 1, Maximum 20.

Acceptable Items are subject to change.

SECTION 5. RECYCLING EDUCATION PROGRAM.

The Service Provider shall implement, as part of the contract proposal price, maintain and manage a public education program to promote participation in the City's recycling program, including providing educational material to Residential Units regarding acceptable Recyclable Materials.

The educational material, at a minimum, shall be sent once each Contract Year to all Residential Units.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

A. The Service Provider will provide, at no cost to the City, the following Containers to collect Municipal Solid Waste at certain municipal locations within the City as set forth below:

- City Hall Complex – collected in fifteen (15) 95-gallon Rollouts and a four-yard commercial dumpster at a frequency of once (1) per week on the same day of the week as the collection of Residential Units.
- Fire Stations – collected in four (4) 95-gallon Rollouts at a frequency of once (1) per week on the same day of the week as the collection of Residential Units.

Wastewater Treatment Plant – collected in (10) 96-gallon Rollouts and one (1) 20-yard Roll-Off and one (1) 30-yard Roll-Off at a frequency of twice weekly on the same day of the week as the collection of Residential Units.

B. Dead animals shall be collected at and disposed from the City-owned storage cooler on each date the Service Provider provides Municipal Solid Waste Collection services under this Agreement.

C. Christmas trees shall be collected annually by no later than January 15 of each year.

D. Storm damage and debris produced by strong winds, rain, hail, lightning, flooding, tornadoes, or other turbulent weather that is identified at the City Manager's discretion, acting reasonably, that requires clean-up and disposal on City-owned property shall be performed within 48 hours written request from the City Manager.

E. Wastewater Sludge and Screenings removal and disposal:

- a. Wastewater Sludge – Collected in a 30-yard Roll-Off Container at a frequency of twice (2) per week.
- b. Screenings - Collected in four (4) 96-gallon wheeled, drainable, plastic waste wheelers at a frequency of twice (2) per week.

F. Special Waste Profile If services include Special Waste, the City shall utilize the Service Provider's Special Waste Profile, signed by the City employee who is responsible for environmental compliance, containing a complete and accurate description of the waste stream, including the generating process and chemical and physical characteristics.

- a. Upon successful conclusion of the waste characterization approval process, the City shall thereafter update the Special Waste Profile (1) upon request of Service Provider or (2) immediately upon any change in the composition, generating process or

characteristics of the waste. The City agrees, upon written request of Service Provider, to provide a Special Waste Profile or, in Service Provider's discretion, a representative sample and full analytical characterization of any Special Waste to Service Provider or others in connection with the proper management of the Special Waste.

- b. The City warrants that it has sufficient knowledge and information to ensure that the Special Waste Profile provided is true and correct at the time of tender of every load of Special Waste and that each load of Special Waste tendered for management by the Service Provider (1) shall be fully and precisely described in a Special Waste Profile; (2) shall conform to the information provided in the Special Waste Profile; and (3) shall not contain any Hazardous Waste or Unacceptable Waste.
- c. The City will use best efforts and will provide information to the best of its knowledge.

SECTION 7. BULKY ITEMS; BRUSH.

A. Pre-Arranged Bulky Collections. The Service Provider will collect Bulky Items from Residential Units once per month, as designated by the Service Provider; provided, that (i) the Residential Units requiring such collections notify the Service Provider no later than the end of the Business Day prior to the scheduled collection day, and (ii) the Bulky Items (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, and (B) do not exceed 300 pounds per household pick up White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed. Bulky Items will be collected during the last full week of the month. The City, at its sole discretion, may elect to alter the Citywide collection in lieu of individually scheduled collections.

B. Pre-Arranged Brush Collections. The Service Provider will collect loose brush from Residential Units twice per Contract Year, as designated by the Service Provider; provided, that (i) the Residential Units requiring such collections notify the Service Provider no later than the end of the Business Day prior to the scheduled collection day and (ii) the loose brush (A) is placed at the curbside no later than 7:00 a.m. on the scheduled collection day and (B) do not exceed twenty (20) cubic yards in total volume per collection per Residential Unit. Brush will be collected during the last full week of the month. The City, at its sole discretion, may elect to alter the Citywide collection in lieu of individually scheduled collections.

C. The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Bulky Items and Brush from those Residential Units that have complied with this Section 7.

D. Negotiated Collections. It is understood and agreed that the service provided under this Section 7 does not include the collection of Bulky Items comprised of Construction and Demolition Waste, or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may

negotiate an agreement on an individual basis with the owner or occupant of a Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 9. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units pursuant to this Agreement located within the City's corporate limits, the Service Provider shall initially charge \$28.47 per month for each Single-Family Residential Unit utilizing one (1) Roll-Out for the collection of Municipal Solid Waste and one (1) Roll-Out for the collection of Recyclable Materials, plus the following additional amounts per month for each additional Roll-Out utilized by such Single-Family Residential Unit and an additional \$15.00 per month for each additional Roll-Out utilized by a Single-Family Residential Unit. Any Single-Family Residential Unit that needs the replacement of any Roll-Out that is lost, stolen, damaged or destroyed by the Single-Family Residential Unit will be charged \$60.00 for the cost of such Roll-Out, plus a \$25.00 delivery fee. Total monthly residential rate includes collection and disposal costs for the services under this Agreement.

B. Storm Debris. In the event the Service Provider provides special or storm related debris collection and disposal services for the City, the Service Provider shall receive \$185.00 per truck hour for all time spent providing such services and \$50.00 for each cubic yard of material collected in connection with such services. The City is not obligated to use Service Provider and may use any provider of their choice for this service. This does not include debris collection and disposal located on City-owned properties (see Section 6.D).

C. Fees. For additional fees, see Sections 10.D and 15.A. and B.

SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. Beginning on October 1, 2025, and on each subsequent anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase under this Section 10.A. shall be equal to the percentage that the CPI-U has increased

over the previous twelve (12) month period; provided, that such increase shall not be more than four percent (4%) in any given year.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall place the requested adjustment before the City Council, as appropriate by law, at its next regularly scheduled meeting for their consideration. The City shall not unreasonably withhold, condition, or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon a two hundred and seventy (270) day written notice to the City.

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste covered by this Agreement at another Landfill of its choosing.

D. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 12. TERM OF AGREEMENT.

The initial term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2024 and concluding on September 30, 2029 (the “Initial Term”). At the expiration of the Initial Term of this Agreement, the City, shall have the option to renew this Agreement for up to two (2) additional two (2) year terms. Both parties, in writing, shall agree to each extension, 180 days prior to the end of each term. There is no guarantee to the Service Provider that the City will exercise this option to continue this Agreement beyond the initial five-year period.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider’s assets (whether by operation of law, merger, consolidation or otherwise) without the City’s consent.

SECTION 14. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to place before the City Council for their consideration, any revisions to existing City Codes governing solid waste requested by Service Provider, provided that such request is consistent with state law. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 15. PROCESSING, BILLING AND FEES.

A. Residential Monthly Statement. On a quarterly basis, in advance, the Service Provider agrees to bill and collect the rates and fees charged under Section 9 hereto plus an additional five percent (5%) franchise fee (the “Franchise Fee”) from all Residential Units within the City’s corporate limits. Within thirty (30) days following the end of each quarter during the Term, the Service Provider will remit to the City all Franchise Fees collected by the Service Provider during such quarter, along with a report indicating the number and rate of Residential Units who paid the Franchise Fee during such quarter (the “Quarterly Statements”). The City may inspect the books of the Service Provider upon reasonable notice to ensure the accuracy of the Quarterly Statements.

B. Taxes. In addition to the amounts billed and collected by the Service Provider under Section 15.A., the Service Provider shall be responsible for collecting, remitting and paying any and all sales, use and service taxes assessed or payable in connection with the Services.

C. Unpaid Rates/Fees. The Service Provider may, in its discretion, suspend services to any Residential Unit that is not current in its payment of the rates and fees under this Agreement.

D. Recyclable Sales. Within thirty (30) days following the end of each quarter, the Service Provider shall remit to the City an amount equal to fifty percent (50%) of the net proceeds received by the Service Provider during such quarter from the sale of all Recyclable Materials collected from the Residential Units.

SECTION 16. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Recyclable Materials placed outside of the Containers by any Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste Recyclable Materials. Should excess Municipal Solid Waste or Recyclable Materials continue to be placed outside of the Containers, the Service Provider shall require the Residential Unit to increase the frequency of collection of such Municipal Solid Waste Recyclable Materials or require the Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Residential Unit fails to timely place a Container as directed in Section 4 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Residential Unit's failure to timely place the Containers or Brush or Bulky Items out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Recyclable Materials may be collected. An email will also be sent to customers who have provided a valid email address to the Service Provider.

B. Notice from a Residential Unit. When the Service Provider is notified by an owner or occupant of a Residential Unit that Municipal Solid Waste or Recyclable Materials has not been removed from such Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service

Provider has failed to collect Municipal Solid Waste or Recyclable Materials from the Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Recyclable Materials on the day a collection order is requested by the owner or occupant; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is requested, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following business day. If the Holiday is on a Thursday or Friday, Service Provider will collect on Saturday.

SECTION 19. CUSTOMER SERVICE.

The Service Provider agrees to field all inquiries and complaints for Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste, Recyclable Materials, Brush and Bulky Items, and Household Hazardous Waste.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to ensure compliance with this Section 20.

SECTION 21. VEHICLES AND EQUIPMENT.

Service Provider furnished equipment, such as Containers shall remain as Provider's property. Customers, including the City may be liable for loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Service Provider's handling of the equipment). Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customers shall provide safe,

unobstructed access to the equipment on the scheduled collection day. Provider may charge an additional fee for any additional collection service required by the failure to provide access.

Service Provider shall provide and maintain a fleet of solid waste collection vehicles sufficient in number and capacity to perform the work and render the service required under this Agreement. All collection vehicles shall be washed and deodorized once per week and always kept in good condition and repair. The trucks used in the collection of garbage shall be all metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of garbage and rubbish. Said collection vehicles shall have Provider's name and telephone numbers not less than two (2) inches in height on each vehicle.

Collection vehicles shall always carry a shovel and a broom or rake, to be used for collection of spilled refuse. Vehicles shall be equipped with two-way communications for constant contact, during operations, with the local office of the company and with a camera.

Vehicles shall be protected at all times while in transit to prevent the blowing or scattering of waste materials onto the City's public streets, or properties adjacent thereto.

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will ensure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate,

	combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(5) Pollution Legal Liability	\$2,000,000 each loss
(6) Excess or Umbrella	\$5,000,000 per occurrence

Subcontractor: In the case of work sub-letted, the Service Provider shall require subcontractors working under the direction of the Service Provider to carry and maintain the same workers compensation and liability insurance required of the Service Provider.

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. The Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24 each year, or at any time coverage is renewed. The insurance required by this Agreement shall be written by a 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.

Service Provider shall secure the following for the benefit of the City with respect to the above required insurance, so that the City shall:

- Be identified as an additional insured on all policies except Worker Compensation Policy;
- Be provided with thirty-(30) days advance notice in writing of cancellation in any policy;
- Be provided with Certificates of Insurance evidencing the above required insurance pursuant to this Agreement, and thereafter with certificates evidencing renewals or replacement of said policies of insurance; and
- Be provided with waiver of Subrogation on Workers Compensation in favor of the City.

SECTION 25. PERFORMANCE SECURITY.

Service Provider shall deliver to City a performance bond in the amount equal to one hundred percent (100%) of the annual value of the Agreement, executed by a good and sufficient corporate surety eligible to conduct business in Texas, and conditioned that Service Provider shall well, truly, and faithfully perform its obligations under this Agreement and shall satisfy all claims and demands of any kind incurred under the Agreement, including, but not limited to, the payment of all amounts owed by Service Provider to City or landfills, and Service Provider shall fully indemnify and save harmless City from all costs and damage which City may suffer by Service Provider's failure to pay such amounts owed and shall reimburse and repay City all outlay and expense which City may incur in making good any such payment default, then the obligation shall

be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Agreement. The performance bond shall be in a form reasonably acceptable to City. Service Provider shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to City on an annual basis for the Term of the Agreement.

SECTION 26. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 27. TERMINATION.

Any failure by the Service Provider or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void. If successive and substantial violations (including prior cured violations) persist within any contract year, the City may terminate the Agreement at the end of such contract year.

SECTION 28. FORCE MAJEURE.

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 29. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in Bexar County, Texas.

SECTION 30. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

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

If to the Service Provider:

Frontier Waste Solutions
P.O. Box 1283
Hillsboro, TX 76645
Attn: Vice President

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 31. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs for any cause of action arising out of this Agreement, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 32. INDEPENDENT CONTRACTOR.

Service Provider acknowledges that it is an independent contractor of the City and is not an employee, agent, official or representative of the City. Service Provider shall not represent, either expressly or through implication, that Service Provider 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 Service Provider.

SECTION 33. CUMULATIVE REMEDIES.

Pursuit of the remedies described in herein shall not preclude pursuit of any other remedies provided in this Agreement or any other remedies provided by law, nor shall pursuit of any remedy provided in this Agreement constitute a waiver of any amount or performance due from the other party under this Agreement or of any damages accruing by reason of the violation of its term, provisions and covenants. No waiver of any violations shall be deemed or construed to constitute a waiver of any other violation or other breach of any the terms, provisions and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies as provided on an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

SECTION 34. INDEMNITY

The Service Provider must indemnify, hold harmless and defend the City, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and

expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the Service Provider's work and/or activities conducted in connection with or incidental to this Agreement and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Service Provider, including but not limited to its officers, agents, employees, subcontractors, licensees and invitees.

Service Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees and invitees, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Service Provider including but not limited to its officers, agent, employees, subcontractors, licensees and invitees.

Further, the City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premises defects which may now exist or which may hereafter arise upon the premises.

However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, attorneys' fees) caused by the willful misconduct or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 35. DISCLOSURES, CONFLICTS AND DISPUTE RESOLUTION

Service Provider represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire, Chapter 2252, Texas Government Code, and Form 1295, Certificate of Interested Parties, online filing with the Texas Ethics Commission.

This Agreement will be governed by the provisions of Subchapter I, Chapter 271, Tex. Local Gov't Code, regarding the obligations of the parties for any disputes arising hereunder.

SECTION 36. MANDATORY CONDITIONS FOR GOVERNMENT CONTRACTS

When applicable, 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 that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Service Provider hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Service Provider hereby verifies that it does not boycott energy

companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Service Provider hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Service Provider hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

[SIGNATURE PAGE TO FOLLOW]

37. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF FAIR OAKS RANCH CITY COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS _____ DAY OF _____, 2024.

FRONTIER TEXAS VENTURES I, LLC

CITY OF FAIR OAKS RANCH, TX

By: _____

By: _____

Name: John Gustafson

Name: Scott M. Huizenga

Title: President

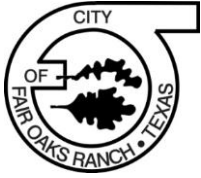
Title: City Manager

ATTEST:

By: _____

Name: Christina Picioccio

Title: City Secretary



**CITY COUNCIL CONSENT ITEM
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Approval of the second reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances Chapter 1 "General Provisions," Article 1.06 "Emergency Management," Division 2 "Emergency Management Program"
DATE: August 15, 2024
DEPARTMENT: Public Safety
PRESENTED BY: Consent Item - Gregory C. Maxton, Mayor

INTRODUCTION/BACKGROUND:

The State of Texas mandates that all municipalities adopt and maintain an Emergency Management Ordinance to ensure the safety and well-being of their residents during disasters and emergencies. This requirement is outlined in the Texas Disaster Act of 1975, which calls for the establishment of a local emergency management program to coordinate efforts in response to various types of emergencies.

In accordance with this state mandate, the City of Fair Oaks Ranch adopted an emergency management ordinance in October 1990. The City of Fair Oaks Ranch amended the Emergency Management Ordinance in 2005 to formally adopt the National Incident Management System (NIMS).

Due to the city’s extensive growth, evolving risks, and the need for a more comprehensive approach to emergency management, it has become necessary to amend the existing ordinance. The proposed amendment will incorporate the minor changes in terminology for section 1.06.033 that emphasize operations over management. Additionally, the proposed amendment will incorporate changes to section 1.06.034 that authorize the Mayor to join with county judges for Bexar, Comal, and Kendall counties, as well as the mayors of other municipalities for coordination and cooperation in joint emergency management and response.

The first reading of this ordinance was approved at the August 1, 2024 Regular City Council Meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The amendment to the Emergency Management ordinance and future adoption of the Emergency Operations Plan coincides with the City’s Strategic Action Plan pillar for Public Health and Safety, section 4.5 to Establish a Formal Emergency Response Plan.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Approved as to form by City Attorney Office.

RECOMMENDATION/PROPOSED MOTION:

Consent Item - I move to approve the second reading of the ordinance amending the City of Fair Oaks Ranch Code of Ordinances Chapter 1 "General Provisions," Article 1.06 "Emergency Management," Division 2 "Emergency Management Program;" and providing for a severability clause and effective date.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 1 “GENERAL PROVISIONS,” ARTICLE 1.06 “EMERGENCY MANAGEMENT,” DIVISION 2 “EMERGENCY MANAGEMENT PROGRAM;” AND PROVIDING FOR A SEVERABILITY CLAUSE AND EFFECTIVE DATE

WHEREAS, the City Council of the City of Fair Oaks Ranch finds that the identification of potential hazards and the prevention or mitigation of their effects must be an ongoing concern to protect the lives and property of the populace, and,

WHEREAS, the City of Fair Oaks Ranch (“City”) takes a proactive role in mitigating, preparing, responding, and recovering from potential natural and man-made events, and,

WHEREAS, the City recognizes the importance of a unified and consistent system to prepare for, respond to and recover from disasters and emergencies, and,

WHEREAS, this Emergency Management Ordinance sets the foundations for disaster response for the City of Fair Oaks Ranch, and,

WHEREAS, an Emergency Operations Plan (EOP) provides the framework for emergency response and emergency management during disasters.

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

Section 1. Chapter 1 “General Provisions,” Article 1.06 “Emergency Management,” Division 2 “Emergency Management Program” of the City’s Code of Ordinances is hereby amended as set forth in the attached **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. 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 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 1st day of August 2024.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 15th day of August 2024.

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

The City of Fair Oaks Ranch Code of Ordinances Chapter 1-General Provisions, Article 1.06-Emergency Management, Division 2-Emergency Management Program is hereby amended as set follows:

[Deletions are shown as strikethrough and additions shown as underscore]

ARTICLE 1.06 EMERGENCY MANAGEMENT¹

Division 2. Emergency Management Program

Sec. 1.06.031 Emergency Management Organization

- (a) There exists the office of Emergency Management Director of the City, which shall be held by the Mayor in accordance with state law.
- (b) An emergency management coordinator may be appointed by and serve at the pleasure of the Director.
- (c) The Director shall be responsible for a program of comprehensive emergency management within the City and for carrying out the duties and responsibilities set forth in this division. He/she may delegate authority for execution of these duties to the coordinator, but ultimate responsibility for such execution shall remain with the Director.
- (d) The operational emergency management organization of the City shall consist of the officers and employees of the City so designated by the Director in the emergency management plan, as well as organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the emergency management plan.

Sec. 1.06.032 Duties of Emergency Management Director

The duties and responsibilities of the Emergency Management Director shall include the following:

- (1) Conduct an ongoing survey of actual or potential hazards which threaten life and property within the City and an ongoing program of identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.
- (2) Supervision of the development and approval of an emergency management plan for the City and shall recommend for adoption by the City Council all mutual aid arrangements deemed necessary for the implementation of such plan.
- (3) Authority to declare a local state of disaster. The declaration may not be continued or renewed for a period in excess of seven (7) days except by or with the consent of the City Council. Any order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

¹State law reference(s)—Local and interjurisdictional emergency management, V.T.C.A., Government Code, ch. 418.

EXHIBIT A

- (4) Issuance of necessary proclamations, regulations or directives which are necessary for carrying out the purposes of this division. Such proclamation, regulation, or directive shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the disaster prevent or impede, promptly filed with the City Secretary.
- (5) Direction and control of the operations of the City emergency management organization as well as the training of emergency management personnel.
- (6) Determination of all questions of authority and responsibility that may arise within the emergency management organization of the City.
- (7) Maintenance of liaison with other municipal, county, district, state, regional or federal emergency management organizations.
- (8) Marshaling of all necessary personnel, equipment or supplies from any department of the City to aid in the carrying out of the provisions of the emergency management plan.
- (9) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the state and of other local political subdivisions of the state, and the drafting and execution, if deemed desirable, of an agreement with the county in which the City is located, and with other municipalities within the county, for the countywide coordination of emergency management efforts.
- (10) Supervision of, and final authorization for, the procurement of all necessary supplies and equipment, including acceptance of private contributions which may be offered for the purpose of improving emergency management within the City.
- (11) Authorizing of agreements, after approval by the City Attorney, for use of private property for public shelter and other purposes.
- (12) Survey of the availability of existing personnel, equipment, supplies and services which could be used during a disaster, as provided for herein.
- (13) Other requirements as specified in the Texas Disaster Act of 1975 (V.T.C.A. Government Code ch. 418 (Vernon 1988)).

Sec. 1.06.033 Emergency Operations Management Plan

A comprehensive emergency operations management plan shall be developed and maintained in a current state. The plan shall set forth the form of the organization, establish and designate divisions and functions, assign responsibilities, tasks, duties, and powers, and designate officers and employees to carry out the provisions of this division. As provided by state law, the plan shall follow the standards and criteria established by the state division of emergency management. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the state division of emergency management. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The emergency operations management plan shall be considered supplementary to this division and have the effect of law during the time of a disaster.

EXHIBIT A

Sec. 1.06.034 Interjurisdictional Program

The Mayor is hereby authorized to join with the County Judge of Bexar County, Kendall County or Comal County and the Mayors of other cities in the formation of an emergency management council if deemed feasible and shall have the authority to cooperate in the preparation of a joint emergency management plan and in the appointment of a joint emergency management coordinator, as well as all powers necessary to participate in a countywide program of emergency management insofar as said program may affect the City.

Sec. 1.06.035 Override of Existing Regulations by Emergency Regulations

At all times when the orders, rules, and regulations made and promulgated pursuant to this division shall be in effect, they shall supersede and override all existing ordinances, orders, rules, and regulations insofar as the latter may be inconsistent therewith.

Sec. 1.06.036 Liability

This division is an exercise by the City of its governmental functions for the protection of the public peace, health, and safety, and neither the City, the agents and representatives of the City, nor any individual, receiver, firm, partnership, corporation, association, or trustee, nor any of the agents thereof, in good faith carrying out, complying with or attempting to comply with any order, rule, or regulation promulgated pursuant to the provisions of this division shall be liable for any damage sustained to persons as the result of said activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the City a license or privilege or otherwise permits the City to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy attack or natural or man-made disaster shall, together with his successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

Sec. 1.06.037 Commitment of Funds

No person shall have the right to expend any public funds of the City in carrying out any emergency management activity authorized by this division without prior approval by the City Council, nor shall any person have any right to bind the City by contract, agreement or otherwise without prior and specific approval of the City Council unless during a declared disaster. During a declared disaster, the Mayor may expend and/or commit public funds of the City when deemed prudent and necessary for the protection of health, life, or property.

Sec. 1.06.038 Offenses; Penalties

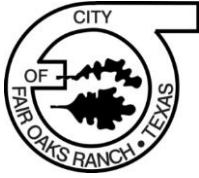
- (a) It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the emergency management organization in the enforcement of any rule or regulation issued pursuant to this division, or to do any act forbidden by any rule or regulation issued pursuant to the authority contained in this division.

EXHIBIT A

- (b) It shall likewise be unlawful for any person to wear, carry or display any emblem, insignia or other means of identification as a member of the emergency management organization of the City, unless authority to do so has been granted to such person by the proper officials.
- (c) Any unauthorized person who shall operate a siren or other device so as to simulate a warning signal, or the termination of a warning, shall be deemed guilty of a violation of this division and shall be subject to the penalties imposed by this division.
- (d) Convictions for violations of the provisions of this division shall be punishable by fine not less than twenty-five dollars (\$25.00) nor to exceed two thousand dollars (\$2,000.00). Each day the violation continues to occur shall be considered a separate offense.

Sec. 1.06.039 Limitations

This division shall not be construed so as to conflict with any state or federal statute or with any military or naval order, rule, or regulation.



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the second reading of an ordinance amending Ordinance 2015-12 removing no vehicle stopping, standing, or parking on the 28000 block of Chartwell Lane during school zone hours.

DATE: August 15, 2024

DEPARTMENT: Public Safety

PRESENTED BY: Consent Item - Carole H. Vanzant, Assistant City Manager

INTRODUCTION/BACKGROUND:

In November 2015 the Chartwell Homeowners Association requested the City address the unsafe traffic patterns during school hours in their neighborhood. The City Council passed an ordinance establishing a no vehicle stopping, standing, or parking on Chartwell Lane between the 28000 block and 29000 block during school zone hours.

In June 2024, staff received a citizen request to amend the enforcement area of the ordinance to include only the area that encompasses the 29000 block. On July 25, 2024, staff met with Chartwell subdivision residents to present the proposed amending ordinance and receive feedback. After confirming the removal of the 28000 block of Chartwell Lane does not affect the no stopping, standing, or parking provision for the 29000 block, all in attendance had no issues with the proposed amending ordinance.

Attached as **Exhibit A** is a diagram depicting the 28000 block of Chartwell Lane (in green) that will be removed from the enforcement area. The red area depicts the 29000 block of Chartwell Lane which will not be affected by the amending ordinance.

At the August 1, 2024 City Council meeting, no residents spoke against the proposed amendment. At the same meeting, the City Council approved the first reading of the ordinance.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Meets the priority 4.1 of Strategic Action Plan – Enhance and Ensure Continuity of Police Services
2. Preserves quality-of-life characteristics through compliance with state law.
3. Ensures legal means of enforcement are adopted by the City Council

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Approved as to form by City Attorney's office.

RECOMMENDATION/PROPOSED MOTION:

Consent Item - I move to approve the second reading of an ordinance amending Ordinance 2015-12 removing no vehicle stopping, standing, or parking on the 28000 block of Chartwell Lane during school zone hours

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING ORDINANCE 2015-12 REMOVING NO VEHICLE STOPPING, STANDING, OR PARKING ON THE 28000 BLOCK OF CHARTWELL LANE DURING SCHOOL ZONE HOURS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Fair Oaks Ranch is authorized by Title 7, Subchapter C of the Texas Transportation Code to establish and regulate compliance with rules governing the use of public thoroughfares, and,

WHEREAS, the City of Fair Oaks Ranch has located within its boundaries a street known as Chartwell Lane, and,

WHEREAS, on November 19, 2015 the Fair Oaks Ranch City Council passed Ordinance 2015-12 establishing no vehicle stopping, standing, or parking on Chartwell Lane between the 28000 block and the 29000 block, during school zone hours, and,

WHEREAS, in June 2024, the City received a request to amend the ordinance by removing the 28000 block of Chartwell Lane, and,

WHEREAS, on July 25, 2024 the City held a neighborhood meeting to present and receive feedback on the proposed ordinance amendment, and,

WHEREAS, the City Council of the City of Fair Oaks Ranch has determined it is in the best interest of the residents to amend Ordinance 2015-12 removing no vehicle stopping, standing, or parking on the 28000 block of Chartwell Lane during school zone hours.

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

Section 1. Ordinance 2015-12 is amended by removing no vehicle stopping, standing, or parking on the 28000 block of Chartwell Lane, Fair Oaks Ranch, Texas during school zone hours.

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.** 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 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 1st day of August 2024.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 15th day of August 2024.

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



No Parking



Parking Allowed

Fair Oaks Ranch Elementary

Chartwell Lane

Old PD

HOA

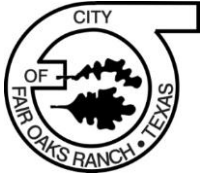
Police

Administration

Chartwell Circle

Dietz Elkhorn Rd.





**CITY COUNCIL CONSENT ITEM
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Possible confirmation of the emergency approval and first reading of an ordinance amending Chapter 12 "Traffic and Vehicles," Article 12.01 "General Provisions," Section 12.01.003 (1) "Prima Facie Speed Limits," of the City of Fair Oaks Ranch Code of Ordinances by reducing the speed limit on Kalkallo Drive and Kalkallo Drive to 20 miles per hour.

DATE: August 15, 2024

DEPARTMENT: Public Works

PRESENTED BY: Consent Item - Grant Watanabe, P.E., Public Works Director

INTRODUCTION/BACKGROUND:

On August 1, 2024, the City Council adopted an emergency ordinance that reduced the speed limits on Noble Lark Drive and Kalkallo Drive from 30 miles per hour to 20 miles per hour. Per the Home Rule Charter Section 3.06F(4), an emergency ordinance must be confirmed by a majority vote of the City Council at the next City Council meeting.

Upon confirmation, this ordinance shall expire on the sixty-first (61st) day after adoption, October 2, 2024, unless extended by a majority vote of the City Council.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Meets the priority 4.1 of Strategic Action Plan – Enhance and Ensure Continuity of Police Services.
2. Preserves quality-of-life characteristics through compliance with state law.
3. Ensures legal means of enforcement are adopted by Council.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

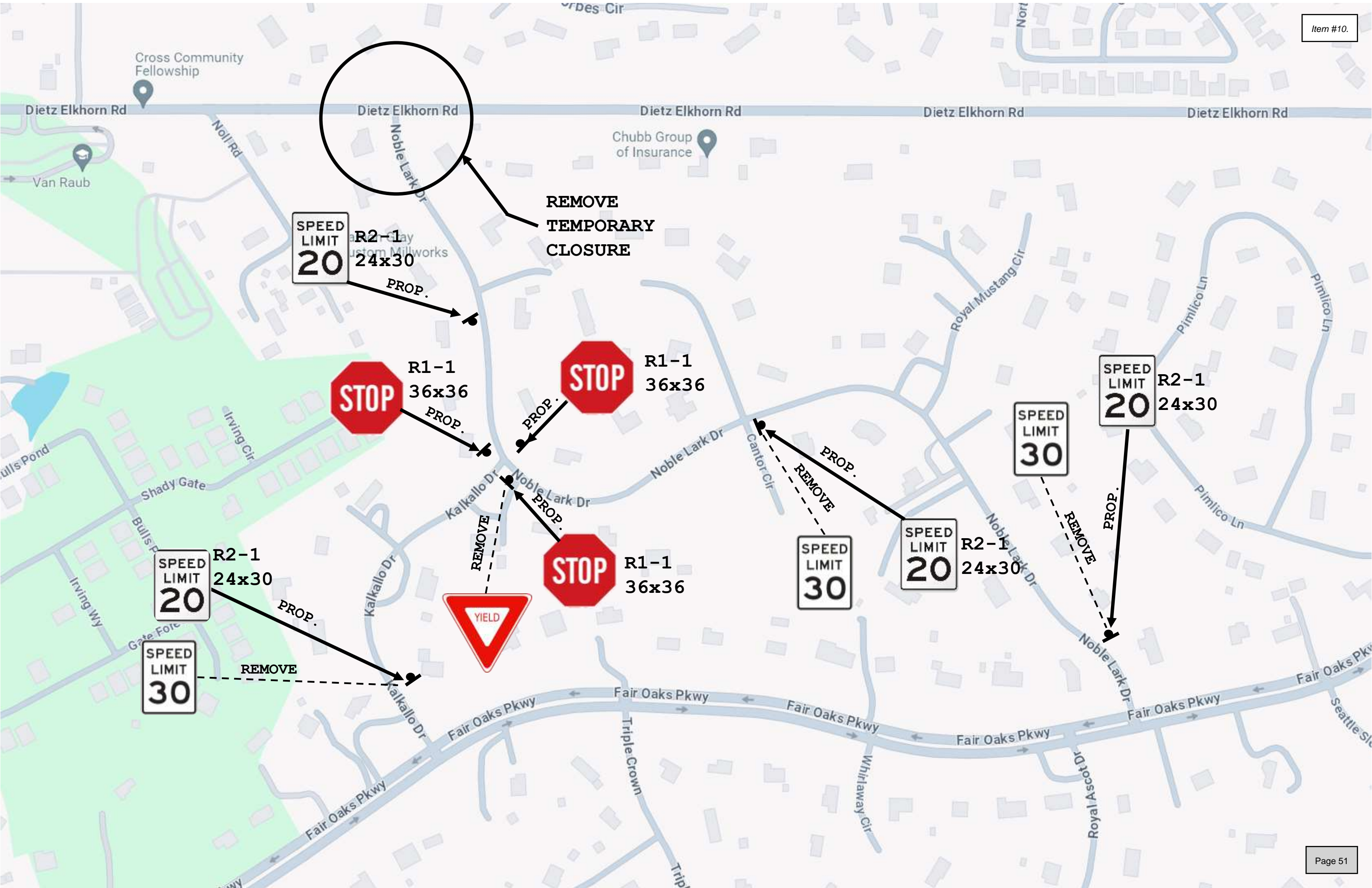
Purchase of 20 mph signs and associated hardware.

LEGAL ANALYSIS:

Reviewed and approved by City Attorney’s office.

RECOMMENDATION/PROPOSED MOTION:

Consent Item - I move to confirm the first reading of an ordinance amending Chapter 12 "Traffic and Vehicles", Article 12.01 "General Provisions," Section 12.01.003 (1) "Prima Facie Speed Limits," of the City of Fair Oaks Ranch Code of Ordinances by reducing the speed limit on Noble Lark Drive and Kalkallo Drive to 20 miles per hour.



AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING CHAPTER 12 “TRAFFIC AND VEHICLES,” ARTICLE 12.01 “GENERAL PROVISIONS,” SECTION 12.01.003 (1) “PRIMA FACIE SPEED LIMITS,” OF THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES BY REDUCING THE SPEED LIMIT ON NOBLE LARK DRIVE AND KALKALLO DRIVE TO 20 MPH; PRESCRIBING FOR A PENALTY OF NOT LESS THAN \$1 NOR MORE THAN \$500 PER SECTION 12.04.007 “PENALTIES”; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EMERGENCY PER SECTION 3.06 OF THE HOME RULE CHARTER; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF

WHEREAS, the City Council of the City of Fair Oaks Ranch, Texas has passed and approved Ordinance 31.13 adopting the State of Texas prima facie maximum speed limit of thirty (30) miles per hour on all streets, with exceptions, within the City, as prescribed in Texas Transportation Code Section 545.356(b1), and,

WHEREAS, the speed studies along Noble Lark Drive and Kalkallo Drive have shown the 85th percentile of motorists travel between 24-26 miles per hour, and,

WHEREAS, the absence of dedicated shoulders and centerlines and consistent presence of pedestrians necessitate a further reduction of the speed limit to prevent an unsafe condition, and,

WHEREAS, the City Council of the City of Fair Oaks Ranch finds that it is necessary to amend Chapter 12 Traffic and Vehicles, Section 12.01.003 (1), by reducing the speed limit to 20 miles per hour on Noble Lark Drive and Kalkallo Drive, and,

WHEREAS, the City Council, finds in necessary and exigent to implement enhanced safety measures before the start of the upcoming school year, and,

WHEREAS, the City Council directed City staff to provide additional safety measures for the roadways in response to high traffic volumes, and,

WHEREAS, for the effectiveness of enforcement, the City Council finds the reduction of the speed limit will provide additional safety enhancements and the emergency clause requirements for expediency have been met as they relate to the overall safety of residents and travelers said ordinance to be confirmed at the next meeting of the City Council pursuant to Section 3.06(F4) of the City Charter.

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 (1) is hereby amended to reduce the speed limit on Noble Lark Drive and Kalkallo Drive to 20 mph section 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.** 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 10.** Any person, firm, entity or corporation who violates any provision of this article, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding five hundred dollars (\$500.00). Each continuing day's violation under this article shall constitute a separate offense.
- Section 11.** This ordinance shall take effect immediately upon its first reading, passage and any publication requirements as may be required by governing law.
- Section 12.** That the recitals contained in the Home Rule Charter Section 3.06F(4), determines that an emergency exists related to public peace, health or safety and requires immediate action be taken and upon a two-thirds majority vote by council, this ordinance and enforcement eligibility will take effect immediately.

Section 13. That not later than February 1 of each year, the City shall publish on its website and submit to the Department of Transportation a report that compares for each of the two previous calendar years the number of traffic citations issued by the police department and the alleged speed of the vehicles, for speed limit violations, the number of warning citations issued and the number of collisions that resulted in injury or death attributable to speed on any streets listed in Section 12.01.003(1) if the speed limit of 20 mph was established pursuant to Texas Transportation Code Section 545.356(b1).

PASSED, APPROVED and ADOPTED by 2/3rds majority of the City Council of the City of Fair Oaks Ranch, Texas, on August 1, 2024.

CONFIRMED by a majority vote of the City Council of the City of Fair Oaks Ranch, Texas on this 15th day of August 2024. This ordinance shall expire on the sixty-first (61st) day after adoption, October 2, 2024, unless extended by a majority vote of the City Council of the City of Fair Oaks Ranch, Texas.

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;" Section 12.01.03 (1) "Speed Limits" is hereby amended by as follows:

[Deletions shown as strikethrough and additions shown as underscore]

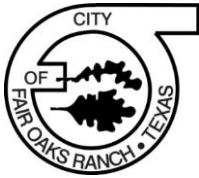
Sec. 12.01.003 Prima Facie Speed Limits

The City Council has determined and does hereby adopt the prima facie speed limit of 30 miles per hour on all streets within City, except for the streets shown below, whereas the City Council establishes the maximum, reasonable, and prudent speed limit to be as listed below.

(1) 20 mph.

Kalkallo Drive

Noble Lark Drive



**CITY COUNCIL CONSENT ITEM
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Possible confirmation of the emergency approval and first reading of an ordinance amending Chapter 12 “Traffic and Vehicles,” Article 12.01 “General Provisions,” Section 12.01.002 “Ordinances Saved From Repeal,” of the City of Fair Oaks Ranch Code of Ordinances by adding stop signs at the intersection of Noble Lark Drive and Kalkallo Drive.

DATE: August 15, 2024

DEPARTMENT: Public Works

PRESENTED BY: Consent Item - Grant Watanabe, P.E., Public Works Director

INTRODUCTION/BACKGROUND:

On August 1, 2024, the City Council adopted an emergency ordinance that removed the yield sign at the intersection of Noble Lark Drive and Kalkallo Drive and added three stop signs at the same intersection. Per the Home Rule Charter Section 3.06F(4), an emergency ordinance must be confirmed by a majority vote of the City Council at the next City Council meeting, or the ordinance is rescinded.

Upon confirmation, this ordinance shall expire on the sixty-first (61st) day after adoption, October 2, 2024, unless extended by a majority vote of the City Council.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Meets the priority 4.1 of Strategic Action Plan – Enhance and Ensure Continuity of Police Services.
2. Preserves quality-of-life characteristics through compliance with state law.
3. Ensures legal means of enforcement are adopted by City Council

LONGTERM FINANCIAL & BUDGETARY IMPACT:

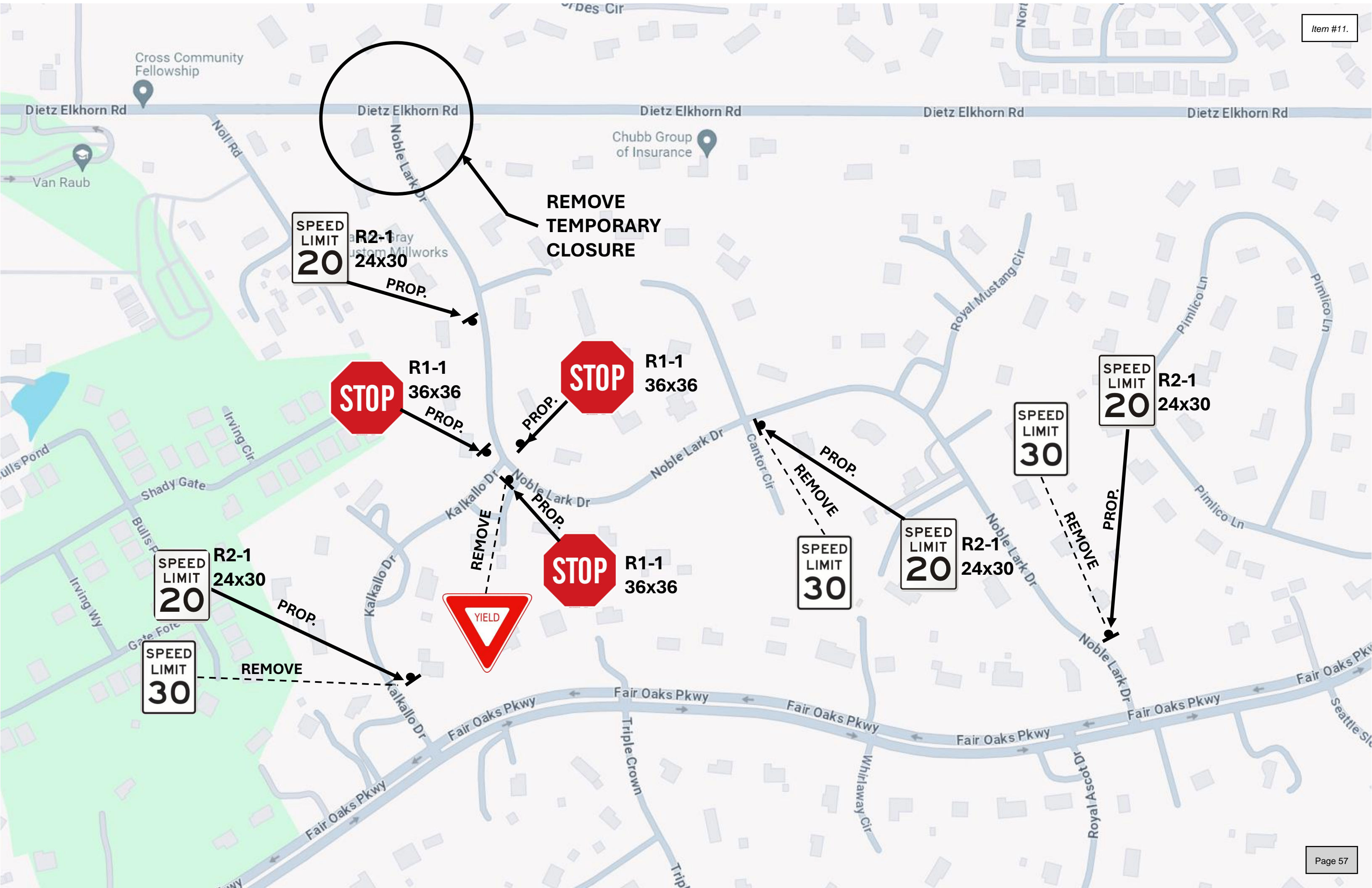
Purchase of stop signs, warning signs, and associated hardware.

LEGAL ANALYSIS:

Approved as to form by the City Attorney.

RECOMMENDATION/PROPOSED MOTION:

Consent Item - I move to confirm the first reading of an ordinance amending Chapter 12 “Traffic and Vehicles”, Article 12.01 “General Provisions,” Section 12.01.002 “Ordinances Saved From Repeal,” of the City of Fair Oaks Ranch Code of Ordinances establishing stop signs at the intersection of Noble Lark Drive and Kalkallo Drive.



AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING CHAPTER 12, "TRAFFIC AND VEHICLES," ARTICLE 12.01 "GENERAL PROVISIONS," SECTION 12.01.002 "ORDINANCES SAVED FROM REPEAL," OF THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES BY ADDING STOP SIGNS AT THE INTERSECTION OF NOBLE LARK DRIVE AND KALKALLO DRIVE; PRESCRIBING FOR A PENALTY OF NOT LESS THAN \$1 NOR MORE THAN \$500 PER SECTION 12.04.007 PENALTIES; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR AN EMERGENCY PER SECTION 3.06 OF THE HOME RULE CHARTER; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF

WHEREAS, the City of Fair Oaks Ranch is authorized by Title 7, Subchapter C of the Texas Transportation Code to establish and regulate compliance with rules governing the use of public thoroughfares, and,

WHEREAS, stop signs provide enhanced safe and efficient intersections for vehicles and pedestrians, and,

WHEREAS, the absence of dedicated shoulders, higher volumes of traffic, proximity of school bus stop locations to the intersection, and consistent presence of pedestrians necessitate the addition of stop signs to prevent an unsafe condition, and,

WHEREAS, the City Council finds it necessary and exigent to implement enhanced safety measures before the start of the upcoming school year, and,

WHEREAS, the City Council directed staff to provide additional safety measures for Noble Lark Drive and Kalkallo Drive in response to high traffic volumes, and,

WHEREAS, for the effectiveness of enforcement, the City Council finds the addition of stops signs and removal of a yield sign will provide safety enhancements and the emergency clause requirements for expediency have been met as they relate to the overall safety of residents and travelers said ordinance to be confirmed at the next meeting of the City Council pursuant to Section 3.06F(4) of the City Charter.

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 12.01.002 is hereby amended to include three stop signs at the intersection of Noble Lark Drive and Kalkallo Drive, and the removal of one yield sign at said intersection 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. 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 10. Any person, firm, entity or corporation who violates any provision of this article, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding five hundred dollars (\$500.00). Each continuing day's violation under this article shall constitute a separate offense.

Section 11. This ordinance shall take effect immediately upon its first reading, passage and any publication requirements as may be required by governing law.

Section 12. That the recitals contained in the Home Rule Charter Section 3.06F(4), determines that an emergency exists related to public peace, health or safety and requires immediate action be taken and upon a two-thirds majority vote by council, this ordinance and enforcement eligibility will take effect immediately.

PASSED, APPROVED and ADOPTED BY 2/3rds majority of the City Council of the City of Fair Oaks Ranch, Texas, on August 1, 2024.

Confirmed by a majority vote of the City Council of the City of Fair Oaks Ranch, Texas on this 15th day of August 2024. This ordinance shall expire on the sixty first (61st) day after adoption, October 2, 2024, unless extended aby a majority vote of the City Council of the City of Fair Oaks Ranch, Texas.

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 12.01.002 is hereby amended as follows:

[Deletions shown as strikethrough and additions shown as underscore]

Sec. 12.01.002 - Ordinances Saved From Repeal

All ordinances authorizing the placement of traffic-control devices, including stop signs, yield signs, and other traffic-control signals, and markings; the designation of speed zones, no-passing zones, no-parking zones, one-way streets, and through streets; and other ordinances regulating traffic on specific streets or parts of streets in the City not included in this Code are specifically saved from repeal upon adoption of this Code. Such ordinances are on file in the City Secretary's offices. (Ordinance adopting Code)

Non-Private Subdivision

Through Street

Stop Sign Street

Yield Sign Street

Kalkallo Drive

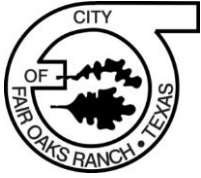
Noble Lark (x2)

Noble Lark

Kalkallo Drive

~~Noble Lark~~

~~Kalkallo Drive~~



**CITY COUNCIL CONSENT ITEM
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Approval of Council Member Parker’s absence from the August 1, 2024 Regular City Council meeting
DATE: August 15, 2024
DEPARTMENT: City Council
PRESENTED BY: Consent Item –Scott Parker Council Member Place 5

INTRODUCTION/BACKGROUND:

Council Member Parker requests approval from missing the August 1, 2024 Regular City Council meeting due to out of state travel.

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 Parker’s absence from the August 1, 2024 Regular City Council meeting.



**CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Consideration and possible action approving a resolution adopting and implementing the City of Fair Oaks Ranch Emergency Operations Plan.
DATE: August 15, 2024
DEPARTMENT: Public Safety
PRESENTED BY: Gregory C. Maxton, Mayor

INTRODUCTION/BACKGROUND:

The City Council at the August 1, 2024 meeting approved the first reading of an ordinance amending City of Fair Oaks Ranch Code Chapter 1.06 Emergency Operations resulting in clarifying changes to interjurisdictional cooperation scope and changing the term “Emergency Management” to “Emergency Operations.”

Adoption of this resolution formally integrates the recent changes to City of Fair Oaks Ranch Code Chapter 1.06 into the Emergency Operations Plan (EOP).

Mayor Maxton appointed an Emergency Management Committee on September 21, 2023 “to establish the overall framework for integration and coordination of emergency management and activities in order to facilitate coordinated response to any emergency or event in the Community requiring a local response or multi-agency response or support.” The committee met multiple times between January 2024 and July 2024 to develop the plan.

This EOP identifies local agencies and partner organizations that provide command and coordination capabilities for an emergency or event and describes how command and response components are organized and managed. The plan provides guidance to all departments on the City Staff and details general roles and responsibilities of local departments and partnering stakeholders before, during, and following an emergency or event. It identifies lines of authority and organizational relationships for the management of emergency response actions, describes how people and property are protected in an emergency or disaster, and identifies legal authority. Finally, the purpose of this plan is to prescribe those initial activities to be taken by the City Officials to protect the lives and property of all the citizens of Fair Oaks Ranch in the event of a natural or human-caused emergency or disaster, and to satisfy the requirement that the City of Fair Oaks Ranch has an effective and operational emergency management plan.

The EOP is intended to accomplish the following goals:

- Assign responsibilities to agencies, organizations and individuals for carrying out specific actions during an emergency or event.
- Detail the methods and procedures to be used by designated personnel to assess emergencies and take appropriate actions to save lives and reduce injuries, prevent or minimize damage to public and private property, and protect the environment.

- Provide a process by which emergency response personnel and local government staff can efficiently and effectively prevent, mitigate, prepare for, respond to, and recover from emergencies and disasters.
- Identify lines of authority and coordination for the management of an emergency or event.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Consistent with the City’s Strategic Action Plan pillar for Public Health and Safety, Section 4.5 Establishment of Formal Emergency Operations Plan.
2. Complies with the requirements of the City of Fair Oaks Ranch Code of Ordinances Chapter 1; Division 2; Section 1.06.033 Emergency Operations Plan.
3. Complies with Texas Government Code Chapter 418 Emergency Management.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Approved as to form by City Attorney Office.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the resolution adopting and implementing the City of Fair Oaks Ranch Emergency Operations Plan.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, ADOPTING AND IMPLEMENTING THE CITY OF FAIR OAKS RANCH EMERGENCY OPERATION PLAN.

WHEREAS, the City of Fair Oaks Ranch (“City”) takes a proactive role in mitigating, preparing, responding, and recovering from potential natural and man-made events, and,

WHEREAS, the City recognizes the importance of a unified and consistent system to prepare for, respond to and recover from disasters and emergencies, and,

WHEREAS, an Emergency Operations Plan (EOP) provides the framework for emergency response and emergency management during disasters, and,

WHEREAS, the Emergency Operations Plan (EOP) delegates overall responsibility for plan development, maintenance, training, and exercise to the City of Fair Oaks Ranch staff, emergency personnel, and its emergency management partners,

WHEREAS, the City of Fair Oaks Ranch finds it in the best interest of the citizens to adopt and begin implementation of the City of Fair Oaks Ranch Emergency Management Plan.

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

Section 1. The City of Fair Oaks Ranch Emergency Operations Plan is hereby adopted for immediate implementation as set forth in the attached **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.

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. 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 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, APPROVED, and ADOPTED by the City Council of the City of Fair Oaks Ranch, Texas, on this 15th day of August 2024.

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

The City of Fair Oaks Ranch Emergency Operations Plan, dated August 2024.

CITY OF FAIR OAKS RANCH EMERGENCY OPERATIONS PLAN



August 2024

Promulgation Letter

A primary role of government is to provide for the safety and welfare of its citizens. The welfare and safety of residents is never more threatened than during times of disaster and other serious emergencies. A goal of emergency management is to ensure that effective multi-discipline and multi-jurisdictional mitigation, preparedness, response, and recovery plans exist so that the public welfare and safety are preserved.

The City of Fair Oaks Ranch Emergency Operations Plan (EOP) is a framework for a community-wide response for emergencies and coordinated support of certain pre-planned events. The EOP addresses the roles and responsibilities of all city departments, community agencies, government organizations, volunteers and community partners that may be involved in an emergency. This plan also identifies how regional, state, federal, and other resources may be activated to address disasters and emergencies in our community.

It is intended that this plan conform to the terms and conditions of the Bexar County Emergency Operations Plan, all Texas Laws and Regulations, the Texas Division of Emergency Management Plan, and such Federal Acts and Regulations as may be applicable.

This plan will continue to evolve, responding to lessons learned from actual disasters and emergency experiences, from ongoing planning efforts, from training and exercise activities and continuing state and federal guidance.

While no plan can completely prevent negative impacts to the City, good plans, carried out by knowledgeable and well-trained personnel, can and will minimize losses. This plan is promulgated as the City of Fair Oaks Ranch Emergency Operations Plan.

Mayor, City of Fair Oaks Ranch

City Manager

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City Code of Ordinances Directing Emergency Management

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 1 "GENERAL PROVISIONS," ARTICLE 1.06 "EMERGENCY MANAGEMENT," DIVISION 2 "EMERGENCY MANAGEMENT PROGRAM;" AND PROVIDING FOR A SEVERABILITY CLAUSE AND EFFECTIVE DATE

WHEREAS, the City Council of the City of Fair Oaks Ranch finds that the identification of potential hazards and the prevention or mitigation of their effects must be an ongoing concern to protect the lives and property of the populace, and,

WHEREAS, the City of Fair Oaks Ranch ("City") takes a proactive role in mitigating, preparing, responding, and recovering from potential natural and man-made events, and,

WHEREAS, the City recognizes the importance of a unified and consistent system to prepare for, respond to and recover from disasters and emergencies, and,

WHEREAS, this Emergency Management Ordinance sets the foundations for disaster response for the City of Fair Oaks Ranch, and,

WHEREAS, an Emergency Operations Plan (EOP) provides the framework for emergency response and emergency management during disasters.

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

Section 1. Chapter 1 "General Provisions," Article 1.06 "Emergency Management," Division 2 "Emergency Management Program" of the City's Code of Ordinances is hereby amended as set forth in the attached **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.** 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 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 1st day of August 2024.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 15th day of August 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

ARTICLE 1.06 EMERGENCY MANAGEMENT¹

Division 2. Emergency Management Program

Sec. 1.06.031 Emergency Management Organization

- (a) There exists the office of Emergency Management Director of the City, which shall be held by the Mayor in accordance with state law.
- (b) An emergency management coordinator may be appointed by and serve at the pleasure of the Director.
- (c) The Director shall be responsible for a program of comprehensive emergency management within the City and for carrying out the duties and responsibilities set forth in this division. He/she may delegate authority for execution of these duties to the coordinator, but ultimate responsibility for such execution shall remain with the Director.
- (d) The operational emergency management organization of the City shall consist of the officers and employees of the City so designated by the Director in the emergency management plan, as well as organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the emergency management plan.

Sec. 1.06.032 Duties of Emergency Management Director

The duties and responsibilities of the Emergency Management Director shall include the following:

- (1) Conduct an ongoing survey of actual or potential hazards which threaten life and property within the City and an ongoing program of identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.
- (2) Supervision of the development and approval of an emergency management plan for the City and shall recommend for adoption by the City Council all mutual aid arrangements deemed necessary for the implementation of such plan.
- (3) Authority to declare a local state of disaster. The declaration may not be continued or renewed for a period in excess of seven (7) days except by or with the consent of the City Council. Any order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- (4) Issuance of necessary proclamations, regulations or directives which are necessary for carrying out the purposes of this division. Such proclamation, regulation, or directive shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the disaster prevent or impede, promptly filed with the City Secretary.

¹State law reference(s)—Local and interjurisdictional emergency management, V.T.C.A., Government Code, ch. 418.

- (5) Direction and control of the operations of the City emergency management organization as well as the training of emergency management personnel.
- (6) Determination of all questions of authority and responsibility that may arise within the emergency management organization of the City.
- (7) Maintenance of liaison with other municipal, county, district, state, regional or federal emergency management organizations.
- (8) Marshaling of all necessary personnel, equipment or supplies from any department of the City to aid in the carrying out of the provisions of the emergency management plan.
- (9) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the state and of other local political subdivisions of the state, and the drafting and execution, if deemed desirable, of an agreement with the county in which the City is located, and with other municipalities within the county, for the countywide coordination of emergency management efforts.
- (10) Supervision of, and final authorization for, the procurement of all necessary supplies and equipment, including acceptance of private contributions which may be offered for the purpose of improving emergency management within the City.
- (11) Authorizing of agreements, after approval by the City Attorney, for use of private property for public shelter and other purposes.
- (12) Survey of the availability of existing personnel, equipment, supplies and services which could be used during a disaster, as provided for herein.
- (13) Other requirements as specified in the Texas Disaster Act of 1975 (V.T.C.A. Government Code ch. 418 (Vernon 1988)).

Sec. 1.06.033 Emergency Operations Plan

A comprehensive emergency operations plan shall be developed and maintained in a current state. The plan shall set forth the form of the organization, establish and designate divisions and functions, assign responsibilities, tasks, duties, and powers, and designate officers and employees to carry out the provisions of this division. As provided by state law, the plan shall follow the standards and criteria established by the state division of emergency management. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the state division of emergency management. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The emergency operations plan shall be considered supplementary to this division and have the effect of law during the time of a disaster.

Sec. 1.06.034 Interjurisdictional Program

The Mayor is hereby authorized to join with the County Judge of Bexar County, Kendall County or Comal County and the Mayors of other cities in the formation of an emergency management council if deemed feasible and shall have the authority to cooperate in the preparation of a joint emergency management plan and in the appointment of a joint

emergency management coordinator, as well as all powers necessary to participate in a countywide program of emergency management insofar as said program may affect the City.

Sec. 1.06.035 Override of Existing Regulations by Emergency Regulations

At all times when the orders, rules, and regulations made and promulgated pursuant to this division shall be in effect, they shall supersede and override all existing ordinances, orders, rules, and regulations insofar as the latter may be inconsistent therewith.

Sec. 1.06.036 Liability

This division is an exercise by the City of its governmental functions for the protection of the public peace, health, and safety, and neither the City, the agents and representatives of the City, nor any individual, receiver, firm, partnership, corporation, association, or trustee, nor any of the agents thereof, in good faith carrying out, complying with or attempting to comply with any order, rule, or regulation promulgated pursuant to the provisions of this division shall be liable for any damage sustained to persons as the result of said activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the City a license or privilege or otherwise permits the City to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy attack or natural or man-made disaster shall, together with his successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

Sec. 1.06.037 Commitment of Funds

No person shall have the right to expend any public funds of the City in carrying out any emergency management activity authorized by this division without prior approval by the City Council, nor shall any person have any right to bind the City by contract, agreement or otherwise without prior and specific approval of the City Council unless during a declared disaster. During a declared disaster, the Mayor may expend and/or commit public funds of the City when deemed prudent and necessary for the protection of health, life, or property.

Sec. 1.06.038 Offenses; Penalties

- (a) It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the emergency management organization in the enforcement of any rule or regulation issued pursuant to this division, or to do any act forbidden by any rule or regulation issued pursuant to the authority contained in this division.
- (b) It shall likewise be unlawful for any person to wear, carry or display any emblem, insignia or other means of identification as a member of the emergency management organization of the City, unless authority to do so has been granted to such person by the proper officials.
- (c) Any unauthorized person who shall operate a siren or other device so as to simulate a warning signal, or the termination of a warning, shall be deemed guilty of a violation of this division and shall be subject to the penalties imposed by this division.

(d) Convictions for violations of the provisions of this division shall be punishable by fine not less than twenty-five dollars (\$25.00) nor to exceed two thousand dollars (\$2,000.00). Each day the violation continues to occur shall be considered a separate offense.

Sec. 1.06.039 Limitations

This division shall not be construed so as to conflict with any state or federal statute or with any military or naval order, rule, or regulation.

Resolution Adopting Emergency Operations Plan

A RESOLUTION

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, ADOPTING AND IMPLEMENTING THE CITY OF FAIR OAKS RANCH EMERGENCY OPERATION PLAN.

WHEREAS, the City of Fair Oaks Ranch (“City”) takes a proactive role in mitigating, preparing, responding, and recovering from potential natural and man-made events, and,

WHEREAS, the City recognizes the importance of a unified and consistent system to prepare for, respond to and recover from disasters and emergencies, and,

WHEREAS, an Emergency Operations Plan (EOP) provides the framework for emergency response and emergency management during disasters, and,

WHEREAS, the Emergency Operations Plan (EOP) delegates overall responsibility for plan development, maintenance, training, and exercise to the City of Fair Oaks Ranch staff, emergency personnel, and its emergency management partners,

WHEREAS, the City of Fair Oaks Ranch finds it in the best interest of the citizens to adopt and begin implementation of the City of Fair Oaks Ranch Emergency Management Plan.

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

Section 1. The City of Fair Oaks Ranch Emergency Operations Plan is hereby adopted for immediate implementation as set forth in the attached **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.

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. 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 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, APPROVED, and ADOPTED by the City Council of the City of Fair Oaks Ranch, Texas, on this 15th day of August 2024.

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

The City of Fair Oaks Ranch Emergency Operations Plan, dated August 2024.



Purpose

The purpose of the City of Fair Oaks Ranch Emergency Operations Plan (EOP) is to establish the overall framework for integration and coordination of emergency management and activities in order to facilitate coordinated response to any emergency or event in the Community requiring a local response or multi-agency response or support.

In responding to an emergency condition, the purpose is to prevent or reduce the impact of the situation on the residents of Fair Oaks Ranch. This includes minimizing injury or loss of life, minimizing property damage, minimizing environmental and economic impacts, providing timely and accurate information to residents, meeting the immediate essential needs of residents, and restoring essential utilities and functions.

There are two key points in responding to an emergency condition. First is communications. This includes communications with our City Staff, City Council, our residents and our partners that will assist in the response. Second is to respond immediately. From the slightest potential of an emergency condition to the no-notice actual occurrence of an emergency, we need to respond instantly when identified. The response levels will be different, but a response must be put in motion as quickly as possible.

This EOP identifies local agencies and partner organizations that provide command and coordination capabilities for an emergency or event and describes how command and response components are organized and managed. The plan provides guidance to all departments on the City Staff and details general roles and responsibilities of local departments and partnering stakeholders before, during, and following an emergency or event. It also provides for the systematic integration of additional emergency resources but does not replace other federal, state or national emergency operations plans or procedures. It identifies lines of authority and organizational relationships for the management of emergency response actions, describes how people and property are protected in an emergency or disaster, and identifies legal authority.

Further, the purpose of this plan is to prescribe those initial activities to be taken by the City Officials to protect the lives and property of all the citizens of Fair Oaks Ranch in the event of a natural or human-caused emergency or disaster, and to satisfy the requirement that the City of Fair Oaks Ranch has an effective and operational emergency management plan.

The EOP is intended to accomplish the following goals:

- Assign responsibilities to agencies, organizations and individuals for carrying out specific actions during an emergency or event.
- Detail the methods and procedures to be used by designated personnel to assess emergencies and take appropriate actions to save lives and reduce injuries, prevent or minimize damage to public and private property, and protect the environment.
- Provide a process by which emergency response personnel and local government staff can efficiently and effectively prevent, mitigate, prepare for, respond to, and recover from emergencies and disasters.
- Identify lines of authority and coordination for the management of an emergency or event.



EMERGENCY PLANNING GUIDELINES

Elected leaders and City Staff are responsible for ensuring that necessary and appropriate actions are taken to protect people and property from any threat or hazard. Residents and citizens also have a critical role and shared responsibility to take appropriate actions to protect themselves, their families, organizations, and properties. Planning that includes an integrated capabilities-based, whole community approach builds a more resilient community.

This EOP is a major component of the City’s comprehensive emergency management program, which addresses most hazards, emergency phases, anticipated impacts, all people, and all stakeholders.

1. Hazards: The EOP is meant to address hazards that may require disaster response in the City of Fair Oaks Ranch. This approach allows the City to address the specific considerations of unique hazards, while strengthening the functions common to most disasters.

2. Phases: The City’s comprehensive emergency management program is organized to address the phases of emergency management.

- **Prevention:** those capabilities necessary to avoid, prevent, or stop a threat or act
- **Protection:** those capabilities necessary to secure the City against acts or natural disasters
- **Mitigation:** those capabilities necessary to reduce loss of life or property damage
- **Response:** those capabilities necessary to save lives, protect property and the environment, while meeting basic human needs during and following an emergency event
- **Recovery:** those capabilities necessary to assist communities in restoring conditions back to the same level prior to the emergency event

3. Impacts: The concepts identified in this plan are meant to be used to address the types of disaster impacts, regardless of their cause, severity, or complexity – no matter how unprecedented or extraordinary. While the plan focuses primarily on disasters, it addresses and distinguishes between the following types of incidents when appropriate.

- Emergencies are routine events which make up most incidents and are handled by responsible jurisdictions or agencies through other established authorities and plans.
- Disasters are non-routine events which exceed the capability of local jurisdictions or agencies (or exhaust their resources) requiring county-wide coordination and/or assistance from the county, state, or federal governments.
- Catastrophes are extremely rare events where most, if not all, of the following conditions exist:
 - Most or all of the surrounding counties and cities are destroyed or heavily impacted
 - Local and County government is unable to perform its usual services
 - Help from nearby jurisdictions is limited or cannot be provided
 - Most or all the daily community functions are interrupted



Emergency Operations Plan

4. Stakeholders: Effective emergency management requires trust and close working relationships among all levels of government, non-governmental organizations, the private sector, and the public. To this end, the plan and the planning process utilized to develop and maintain it are designed to facilitate communication, build consensus, advocate a team atmosphere, encourage trust, and create and sustain broad and sincere relationships among individuals and organizations. Developing and integrating this team approach is the foundation of an effective disaster response.

5. People: A key element of effective emergency planning is to consider the whole community, including individuals and population segments that may be impacted by a disaster. This planning encompasses as many audiences as practically possible and can include those groups defined as “functional needs” populations. These groups include populations whose needs are not fully addressed by traditional service providers or who feel they cannot comfortably or safely access and use the standard resources offered in disaster preparedness, response, and recovery. Functional needs populations may include:

- People with age vulnerabilities (under 5 or over 65)
- People with disabilities – physical, mental, cognitive, or sensory
- People with limited language proficiency
- Culturally/geographically isolated populations
- Economically disadvantaged populations



CONSEQUENCES OF EMERGENCY SITUATIONS

Dealing with disaster consequences is an important part of the plan in the response and recovery phases. The following is a list of the primary consequences anticipated in any disaster. Specific hazards may present unique issues that require more tailored response and recovery efforts. This list provides a guide for consequence consideration during the preparation and response to emergency situations that could impact the City of Fair Oaks Ranch.

- 1. Displaced People:** Disaster situations can often produce large numbers of displaced people who need a wide range of services (i.e., housing, food, clothing, financial assistance, child and special needs care, information, employment assistance, medical assistance, etc.) during both response and recovery.
- 2. Injured/Ill People:** Rapid incidents, such as a tornado, generally do not allow people time to escape the event. The result can be a wide range of injuries or illnesses requiring significant coordination of fire, police, Hazardous Materials (Hazmat), EMS, medical and public health and environmental agencies.
- 3. Fatalities:** The deaths of citizens and responders are the greatest tragedy associated with disaster situations. The county medical examiner has statutory authority for determining the cause of death. Several agencies may assist with the collection, storage, and final disposition of the dead. In the event of criminal or terrorist incidents, investigation and evidence preservation must also be considerations. The effective management of any fatalities is essential to the emotional and mental needs of the families, the community well-being, prosecution and the prevention of potential public health and environmental crises.
- 4. Damaged or Destroyed Property:** Among the most common results of all disaster situations is damaged and destroyed property. Property damage and destruction may be limited by pre- or post-disaster mitigation. Responsibilities for damaged property vary based on ownership (public property versus private property). The rapid assessment of property to determine the loss of critical infrastructure (public and private), homes, business, cultural, historic, and natural sites is critical to the disaster declaration process and the prioritization of recovery efforts. Debris management is a major component of this consequence of a disaster.
- 5. Loss of Emergency/Essential Services:** Loss of services is closely linked to the disaster situation's impact on critical infrastructure, business and government. The preservation and continuity of government, fire, police, EMS, water and wastewater services, emergency management, and public health and environmental services are immediate priorities.
- 6. Loss of Critical Infrastructure:** The preservation and restoration of power, communications, transportation, and other critical infrastructure are essential to sustained response and recovery operations. The restoration of services requires close coordination of the public and private sectors.
- 7. Economic Damage:** The loss of resident's crops, property and critical infrastructure can produce both immediate and long-term economic damage to our community. This impact must be accurately assessed and integrated into recovery planning and activities.



Emergency Operations Plan

8. Financial Impact/Unplanned Expenses: Response, mitigation and recovery from disasters can produce significant expenses that are not part of routine budget planning. Addressing these expenses is often a shared responsibility if the event qualifies as a legally declared emergency/disaster at the local, state, and federal levels. Eligibility for mitigation project funds is also contingent on maintaining a current Hazard Mitigation Plan. It is essential to have procedures and authorities in place that enable essential spending authority and effective documentation and accounting of these expenses.

9. Environmental Damage: Disaster situations can damage the environment both directly and indirectly. Fires, floods, storms, and technical/industrial disasters can impact broad geographic areas in a variety of ways. They may also have secondary impacts, such as causing the release of sewage, hazardous materials, or other cascading events that can pollute the air, surface and subsurface water, watersheds, the land, or kill/injure our plant and wildlife resources. Assessing this damage and implementing strategies for mitigation and recovery requires broad coordination of the private sector and all levels of government.

10. Psychological Damage: Disasters produce a wide range of immediate and long-term mental traumas for both the general public and our response community. This impact must be recognized and addressed from the onset of a disaster and often continued through an extended recovery period.

11. Companion Animal Issues: The collection, rescue, transportation, housing, care, feeding, tracking and potential disposal of companion animals are often significant elements of disaster response. Effectively addressing these issues can be essential to ensuring the physical and mental well-being of their owners. This is a broadly shared responsibility.

12. Livestock and Wildlife Issue: Disaster situations can produce large numbers of endangered, injured and dead animals. Failure to protect these resources can have significant impacts on the environment, public health and the economy. This is a broadly shared responsibility.

13. Debris: Large amounts of debris on public and private property is a common consequence of some emergency situations. Debris may be organic or inorganic, often hampers response and recovery operations, and possesses significant public health and safety concerns. Debris management and removal requires an effective combined effort of the public and private sectors, as well as the public and private property owners.

14. Litigation: Disasters raise issues related to liability, responsibility, accountability, negligence and criminal culpability. These can lead to a wide range of legal proceedings involving both the public and private sector.

15. Loss of Confidence in Public and Private Institutions: Failure to effectively prepare for, mitigate, respond to, or recover from a disaster situation event can result in a loss of confidence in public and private institutions. This complex consequence is best addressed through effective preparedness and public engagement/education prior to disaster events. The scale of these consequences may vary significantly depending on the nature of the disaster. Therefore, a flexible but coherent structure of clear actions and relationships is required.



PHASES OF EMERGENCY MANAGEMENT

Emergency management actions should begin during periods of stability to accomplish the levels of preparation (including training) and planning. Emergency management actions do not necessarily occur in sequential order; many may be undertaken concurrently in response to single or multiple threats or incidents. Potential emergency management actions are aligned with the four functions (mitigation, preparedness, response and recovery).

1. Mitigation Activities

Mitigation is those activities, which reduce or eliminate long-term risk to people, property, environment and the economy from natural and technological hazards.

2. Preparedness Activities

Preparedness activities serve to develop the response capabilities that may be needed if an disaster does occur. The challenge is ensuring that the City is prepared and capable of responding to any of the possibilities while at the same time being aware of what else might happen that might be separate from or related to the incident. The City must simultaneously prepare for outcomes based on risk analysis, while at the same time conducting daily business of governance and operations. Planning and training are among the activities conducted in preparation of such events. Other examples include the development of warning and communication systems and mutual-aid agreements, as well as conducting exercises. Exercises are conducted to identify deficiencies in plans and determine appropriate corrective action recommendations.

3. Response Activities

Response is the process of providing coordinated emergency services during a disaster. Once an incident occurs, the priorities shift from preparedness and mitigation to immediate and short-term response activities that will preserve life, property, the environment and the social, economic and political structure of the City. These activities help reduce casualties and damage while also speed recovery.

4. Recovery Activities

Recovery is both a short-term and long-term process. Short-term operations seek to restore vital and essential services to the community and provide for the individual needs of the public. Long-term recovery, on the other hand, focuses on restoring the community as a whole to a normal or near-normal state. The recovery period is a perfect opportunity to institute mitigation measures in an attempt to alleviate the effects of disasters that may occur in the future.



CONCEPT OF EMERGENCY OPERATIONS

1. General

Consequences of disasters can include but are not limited to: mass casualties; disaster victims/responders psychological trauma, disruption of power, fuel, communications, water and other vital services; damage and destruction of homes, facilities, vehicles and other property; damage to infrastructure; contamination of people, food, water, property or the environment; looting and other disruption of law and order; disruption of government functions and economic and financial disruption.

City of Fair Oaks Ranch resources will respond first to the emergency situation and can quickly exhaust their resources, making outside assistance necessary. Although such outside assistance is provided, local elected officials still retain control over the response. Outside assistance, whether from the county, state, federal government or private sector, is delivered to support the local effort.

2. Definition of an emergency condition.

Emergency Condition: an incident or condition with a significant potential and probability of causing loss of life and/or property damage which requires coordination between multiple departments and entities to mitigate such loss.

An emergency condition can be categorized as potential, imminent or actual.

Potential situations are when credible conditions exist for an emergency condition to occur, but it is unknown if the impact will affect our residents and their property.

Imminent situations are when we know ahead of time that an emergency condition will occur.

Actual situations are when we have experienced an emergency condition and there is an impact to our residents.

It is possible that an emergency situation could start as a potential, become imminent and actually happen. The challenge is to identify the emergency situation as soon as possible in order to be better prepared for the impact. In some cases, there will be no notice. This is the least desirable position to be in since we will be responding without any preparations.

It is also possible to have a potential or imminent situation that does not develop into an actual emergency. It is better to have prepared for a situation and it not happen, than to wait to see if it will develop and not be prepared for the impact.



3. Potential emergency conditions.

	Likelihood of Occurrence	Estimated Impact on Public Health & Safety	Estimated Impact on Property
Hazard Type	Unlikely, Occasional, Likely or Highly Likely	Limited, Moderate, Major	Limited, Moderate, Major
Drought / Extreme Heat	Highly Likely	Moderate	Limited
Winter Storm / Extreme Cold	Likely	Major	Major
Severe Hailstorms	Occasional	Moderate	Major
Tornado/High Wind Event	Occasional	Major	Major
Flash Flooding	Likely	Limited	Moderate
Fire or Wildfire	Occasional	Major	Major
Water Shortage or Water Loss	Likely	Major	Limited
Power Outage	Likely	Major	Moderate
Active Shooter	Unlikely	Major	Limited
Bomb Threat	Unlikely	Moderate	Moderate
Civil Disturbance	Unlikely	Limited	Limited
Cyber Attack	Likely	Major	Limited
Pandemic	Occasional	Major	Limited
Fire at City Offices	Occasional	Major	Moderate
Road Closure	Likely	Moderate	Limited
HAZMAT Release	Unlikely	Major	Limited

4. Determination of an Emergency Situation

In identifying an emergency situation, the vital piece is to recognize the conditions as soon as possible and to communicate this information to the City leadership as quickly as possible.

Anyone can and should identify the conditions that may lead to or have created an emergency situation. Information could be reported from a resident, City employee or have even come from an agency outside of our City operations. Once the information is realized by a City employee, it is essential that this be reported immediately to the City Manager.

Between the Mayor and the City Manager, a decision will be made of the Readiness Level and Emergency Operation Center (EOC) level of activation needed based on the conditions of the emergency situation.

Identifying and determining an emergency situation is different than an declaring a local state of disaster. An emergency situation could develop into a condition where a local state of disaster is needed.

A local state of disaster can be made when a disaster has occurred or is imminent. This activates applicable provisions of local or interjurisdictional emergency management plans and authorizes the



furnishing of aid and assistance under the declaration. The Mayor is authorized to declare a local state of disaster, but must be approved by City Council within seven days to continue.

5. Readiness Levels

Level 4 (Normal Conditions): Emergency incidents occur, and local officials are notified. One or more departments or agencies respond to handle the incident; an incident command post may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.

Level 3 (Increased Readiness): Increased Readiness refers to a situation that presents a greater potential threat than “Level 4”, but poses no immediate threat to life and/or property.

Level 2 (High Readiness): High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public. Actions could be triggered by severe weather warning information issued by the National Weather Service.

Level 1 (Maximum Readiness): Maximum Readiness refers to situations that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a “Level 2” event. Actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent.

6. EOC Activation Levels

EOC Activation Levels:

- Level 4: Normal Operations
- Level 3: Tracking and Preparations
- Level 2: Partial Activation
- Level 1: Full Activation



EOC OPERATIONS

An Emergency Operations Center (EOC) should be organized to best facilitate effective communications and operations for our City. The City of Fair Oaks Ranch's EOC is organized in a functional model to ensure the ability to acquire, analyze, and act on information, and coordinate resources to support emergency response operations effectively and efficiently in a timely manner.

During emergencies, each department in the City of Fair Oaks Ranch performs its specialized tasks according to their department's Standard Operating Procedures (SOPs). During disaster situations, however, there is an increased need for coordination of all activities relevant to the emergency response as they relate to the event as a whole.

The EOC structure allows the utilization of the Incident Command System (ICS) or command structure concept during activation. An effective span of control is maintained by consolidating all the departments with emergency responsibilities into an internal management structure.

The level of EOC Activation is determined by the needed requirements for tracking of a potential emergency situation to the requirements needed to respond to a significant emergency condition.

One of the keys to the successful operation of an EOC is information flow. It is essential to have procedures and responsibilities established to receive reports into the EOC and ensure that this information is constantly used to develop an accurate situational update. During emergency conditions, the environment and consequences will constantly be changing. For decision making and updates to the IAP, the EOC must be fully aware of what is going on across the City. At a minimum of once a day, the IAP will be updated to meet the changing requirements, coordinating efforts to meet the highest priority concerns. From the updates to the IAP, a report will be generated to inform all concerned with the emergency procedures. A report with all the detailed information will be distributed to the City leadership, to include those not directly involved, to ensure everyone is kept informed and prepared for a response if needed. Additionally, it will be vital to identify what information is releasable to the public and provide a means to distribute routine updates to the residents.

At the conclusion of an EOC activation at levels 3 to 1, an after-action review (AAR) is required. The purpose of the AAR is to document the actions from the actual event to be better prepared for future events. The AAR should focus on what was expected to happen, what happened, what went well and why, and what can be improved upon and how. A report from the AAR will be generated and shared with all involved. Additionally, once completed, this EOP should be updated to reflect the lessons learned.

The below paragraphs provide a standard for operations, with the personnel and equipment needed for each level of EOC operations. These standards are provided as a guide for consideration in the initial standup or transition from one EOC level to the next. During initial standup or continued operations of the EOC, flexibility must be considered to adjust to the requirements needed for the emergency situation.



1. Level 4: Normal Operations

Under Level 4, the City Staff operates under standard day-to-day procedures. Emergency actions are routinely handled within the department’s capabilities. All reporting is directed through department heads, with critical information reported to the City Manager. Consideration should be given to notification of Council Members and Residents, based on the impact of the situation.

2. Level 3: Tracking and Preparations

Level 3 EOC activation will occur when a situation develops that possibly could have a significant impact on the residents of our City. The purpose of this level of EOC activation is to track the conditions to determine if the situation diminishes or develops to a point that we believe will impact our City. It is possible that after activating the EOC to this level the conditions change and there is no impact on the City of Fair Oaks Ranch.

Level 3 is typically a monitoring and assessment phase where a specific threat, unusual event, or situation, is actively monitored by the EOC. A Level 3 activation is an internal process and involves little, if any, inter-agency direction or coordination.

A Level 3 EOC activation should provide the ability to monitor and respond to the emergency situation that does not require a Level 2 EOC activation, as determined by the City Manager.

The threat, unusual event, or situation simply warrants observation, verification of appropriate action, and follow-up by staff. Events or incidents that occur during Level 3 activation can generally be resolved in a brief period of time by using a very small number of resources.

Level 3 activation does not require significant alterations of day-to-day operations or management structure.

Upon notification of the existence of a threat, unusual event, or situation, the Duty Officer evaluates the situation, and, if conditions warrant, notifies the City Manager. Appropriate City departments are alerted, advised of the situation, and instructed to take appropriate preparatory actions as part of their everyday responsibilities.

At the conclusion of the event, the Duty Officer verifies completion of the actions taken and documents the incident.

At times, it is appropriate to hold briefings or staff meetings to prepare for the response to the situation, but no Incident Action Plan (IAP) is developed and distributed. Other City Staff directors may become involved but the Duty Officer will remain the primary point of contact.

a. Location:

EOC Level 3 will be managed at the location of the on-duty Police Sergeant, Police Building

b. Personnel



Emergency Operations Plan

On-duty Police Sergeant will serve as the primary point of contact
Department heads are briefed on the situation
City Staff representative may be on immediate recall or on site as needed or directed for the emergency situation

c. Equipment

No specific EOC equipment needed

d. Communications

Primary means of communication will be by cell phone
Microsoft Teams will be used as the primary means of departmental reporting

e. Reporting Requirements

On-duty Police Sergeant will report immediately any significant changes in the tracked situation or provide routine updates to the City Manager at a minimum of every 4 hours.

City Manager will update City Council every 12 hours with a routine update (8:00 am and 8:00 pm)

City Manager will notify City Council immediately of any significant changes in the emergency condition

f. Notifications of Activation, Significant Changes or Routine Updates

City Council
EOC Bexar, Kendall and Comal Counties
Dispatch
ESD
Acadian Ambulance Service
Residents (depending on emergency condition)

3. Level 2: Partial Activation

Level 2 EOC activation will occur when a situation develops or is initially recognized where an emergency condition exist or is projected to occur within the City. The key to this level of EOC activation is that we believe the conditions created by the emergency situation can be mitigated with the assets available to the City. The purpose of this level of EOC activation is to track the conditions, begin preparations for emergency response, notify residents of the situation and actions being taken, coordination of City assets to mitigate the emergency conditions or damage, respond to the needs of the community and recovery. This will be the priority for City Staff but possible to continue with other needs of the City as determined by the City Manager.

Level 2 partial activation is typically limited to City Staff departments needed to address the expected or actual emergency condition response. Staff agencies with a role in the incident will be required to report to the EOC. All other City Staff departments have been alerted of the event and are on standby, ready for recall.



Emergency Operations Plan

The purpose of Level 2 activation is to initiate preparations due to a significant threat of a disaster or to coordinate response due to the occurrence of a minor disaster. During Level 2 activation, the EOC will be operational 24 hours a day but may have reduced manning during night hours of operation.

During Level 2 activation, the EOC disseminates information, and begins to coordinate preparation or response actions with City departments tasked in the emergency response.

The incident command system, command structure in the EOC, is implemented.

The EOC Command Staff develops and implements an Incident Action Plan (IAP). The IAP is the work plan for everyone, including the Mayor, City Manager and City Staff. The EOC personnel are briefed on the IAP and pertinent items are posted on the EOC status boards.

a. Location: Police Training Room

- Messiah Lutheran Church will serve as the alternate location
- Fire Station will serve as the second alternate location

b. Personnel (Incident Command Structure Established with controlled access to EOC): The City Manager will adjust manning requirements dependent of the emergency situation.

- Mayor (or Representative)
- City Manager (or Representative)
- Police Command Staff Representative
- Public Works Representative
- Communications Representative
- Finance Director
- IT Representative
- ESD/Fire Department (Safety Officer)
- Logistics / Purchasing Representative
- Administrative Assistant

c. Equipment (setup in Police Training Room)

- Tables / Chairs
- Phones
- Cell Phone Chargers
- Handheld Radios (additional available through TDEM or Bexar County)
- Map of City (Hard Copy and Digital Copy)
- EOC Access Control Cards for identified EOC personnel
- Computers (Wi-Fi or LAN Connection): EOC personnel will bring their office computer

d. Communications:

- Cell Phone
- EOC Telephone Line with dedicated EOC Telephone Number
- Public Non-Emergency Request / Reporting Telephone Line, for forwarding of calls to City Hall, gets the information into the EOC
- Handheld Radios (Contingency Operations Channel)



Emergency Operations Plan

Microsoft Teams will be used as the primary means of departmental reporting while cellular and Wi-Fi communications are available
Administrative Assistant will use Microsoft Teams as a log of telephone calls and actions in the EOC

e. Reporting Requirements: (Incident Action Plan (IAP) is required)

EOC Situational Update, coordination meeting, related to the IAP will be conducted every 12 hours
City Manager will update City Council every 6 hours with a routine update
City Manager will notify City Council immediately of any significant changes in the emergency condition

f. Notifications of Activation or Significant Changes

- City Council
 - Activation or deactivation of EOC (immediately)
 - Significant changes in the tracked situation (immediately)
 - Routine updates every 12 hours (8:00 am and 8:00 pm)
- EOC Bexar, Kendall and Comal Counties
- Texas Division of Emergency Management (TDEM)
- Dispatch
- ESD
- Acadian Ambulance Service (may request a dedicated unit)
- Residents (depending on emergency condition)

4. Level 1: Full Activation

Level 1 EOC activation is when a significant emergency condition exists that will require all City Staff support and most likely assistance from outside of City resources to respond to the situation or damage. The purpose of this level of EOC activation is to respond to the needs of the community, prevent further damage to property or injury to residents. This will be the priority for City Staff operations.

In a full-scale activation, the EOC is activated on a 24-hour schedule due to an imminent threat or occurrence of a disaster. All City Staff Directorates are activated and required to report to the EOC.

An Incident Action Plan is developed and will establish the operational objectives and priorities of the incident.

At this level response, relief, and recovery operations are expected to last for an extended period of time.

Additional support or back-up staff, including representatives from the Texas Division of Emergency Management (TDEM) and/or the Federal Emergency Management Agency (FEMA), are notified and available to assist should the response escalate and exceed local capability.

a. Location: Police Training Room

Messiah Lutheran Church will serve as the alternate location



Emergency Operations Plan

Fire Station will serve as the second alternate location

b. Personnel (Incident Command Structure Established with controlled access to EOC): The City Manager will adjust manning requirements dependent of the emergency situation.

- Mayor (or Representative)
- City Manager (or Representative)
- Police Command Staff Representative
- Local Health Authority
- Public Works Representative
- Communications Representative
- Finance Director
- IT Representative
- ESD/Fire Department (Safety Officer)
- Logistics / Purchasing Representative
- Administrative Assistant

c. Equipment (setup in Police Training Room)

- Tables / Chairs
- Phones
- Cell Phone Chargers
- Handheld Radios (additional available through TDEM or Bexar County)
- Map of City (Hard Copy and Digital Copy)
- EOC Access Control Cards for identified EOC personnel
- Computers (Wi-Fi or LAN Connection): EOC personnel will bring their office computer

d. Communications:

- Cell Phone
- EOC Telephone Line with dedicated EOC Telephone Number
- Public Non-Emergency Request / Reporting Telephone Line, for forwarding of calls to the EOC
- Handheld Radios (Contingency Operations Channel)
- Microsoft Teams will be used as the primary means of departmental reporting while cellular and Wi-Fi communications are available
- Administrative Assistant will use Microsoft Teams as a log of telephone calls and actions in the EOC

e. Reporting Requirements: (Incident Action Plan (IAP) is required)

- EOC Situational Update, coordination meeting, related to the IAP will be conducted every 12 hours
- City Manager will update City Council every 6 hours with a routine update
- City Manager will notify City Council immediately of any significant changes in the emergency condition

f. Notifications of Activation or Significant Changes

- City Council
 - Activation or deactivation of EOC
 - Significant changes in the tracked situation (immediately)



Emergency Operations Plan

Routine updates every 12 hours (8:00 am and 8:00 pm)
EOC Bexar, Kendall and Comal Counties
Texas Division of Emergency Management (TDEM)
Dispatch
ESD
Acadian Ambulance Service (may request a dedicated unit)
Residents (depending on emergency condition)



EMERGENCY CONDITION CHECKLIST

The following pages detail the possible actions to be taken on initial identification of each emergency situation that could impact the City of Fair Oaks Ranch. The action plans will be used as a guide to develop the corresponding Incident Action Plan.

The initial key to any response to an emergency situation is to identify the conditions as early as possible, notify the City Manager of the situation and begin actions immediately to mitigate and prepare for the impact or quickly begin responding to the damages sustained.

The actions listed for each of the possible emergencies are intended to serve as the initial considerations for developing an action plan to respond to an emergency situation. These preprepared guidelines cannot anticipate all the needed actions to prepare for or respond to an emergency situation. Additionally, by adhering to only the actions of a prepared plan, the preparations and response could be limited and not have the intended impact due to not considering the current situation as a whole.

The preparatory and response actions provided for each emergency situation have been well thought out and do provide the best possible initial responses and then considerations for development of a detailed and specific Incident Action Plan for the current situation.

The following is the list of potential disaster situations that could impact the City of Fair Oaks Ranch. Each situation has an initial response and consideration plan.

- Drought or Extreme Heat
- Winter Storm or Extreme Cold
- Sever Hailstorms
- Tornado/High Wind Event
- Flash Flooding
- Fire or Wildfire
- Water Shortage or Water Loss
- Power Outage
- Active Shooter
- Bomb Threat
- Civil Disturbance
- Cyber Attack
- Pandemic
- Fire at City Offices
- Road Closure
- Hazmat Release
- Large Gathering or Events



Emergency Operations Plan

Drought / Extreme Heat

1. General Condition: Drought is a period of abnormally dry and/or unusually hot weather that is sufficiently prolonged to cause a serious hydraulic imbalance. Droughts normally develop and end slowly with impacts potentially lasting several years afterwards. Areas that have experienced a drought are also at an increased risk of flash flooding because the dry ground cannot effectively absorb rainwater. Droughts have caused cascading effects on the water sector that may include, but are not limited to:

- Heat conditions indicating excessive heat warnings (National Weather Service)
- ERCOT condition level of 3
- Loss of water supply
- Increased demand from customers
- Deterioration of water quality
- Increases in treatment and pumping related cost
- Limited options for accessing other water sources
- Potential power interruptions
- Loss of fire suppression capabilities
- Wildfire Risk

2. Possible Consequences to Consider

Primary:

- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure
- Livestock and Wildlife Issues

Secondary:

- Injured or Ill People
- Fatalities
- Damaged or Destroyed Property
- Economic Damage
- Financial Impact or Unplanned Expenses
- Environmental Damage
- Loss of Confidence in Public and Private Institutions

3. Areas to Consider in Preparation

- Communicate to residents extreme heat and fire precaution preparation methods
- Fill backup generators and identify a refill contract
- Identify individuals with medical needs (Yellow Dot, Fair Oaks Police listing, Community Medic)
- Communicate to residents to identify those who have medical conditions
- Actively monitor local drought conditions
- Monitor well levels and Canyon Lake water level, establish triggers or threshold values
- Impact on private wells



Emergency Operations Plan

- Identify priority water customers (health conditions)
- Identify an emergency drinking water supply
- Identify water distribution sites
- Identify locations to establish cooling sites (church, school, etc)
- Start stocking up drinking water (bottles)
- Preparation for mandatory conservation measures
- Review Utility Emergency Response Plan and possible impact on water and wastewater infrastructure and identify needed preparations (electrical panels, generators, switches)
- Coordinate with high water users (FORCC), discuss possible conservation methods and implement strict compliance methods
- Communicate severity to residents
- Preparations for power loss
- Coordination on emergency services

4. Areas to Consider in Response

- Monitor wildfire conditions
- Check on individuals with medical needs
- Stand up cooling sites
- Communicate with Public Health Officials (TDEM)
- Evaluate overall water usage, identify areas for reduction
- Request for assistance, alternate water sources
- Mandatory water conservation methods
- Monitor water quality
- Monitor utility capabilities routinely

5. Groups to Consider for Communication / Coordination

- Bexar / Kendall / Comal County Emergency Operations Center
- Emergency Services District (ESD)
- Texas Division of Emergency Management
- Local Health Authority: Dr. Woo
- Pedernales Electric Cooperative (PEC)
- CPS Energy (City Public Service)
- Lower Colorado River Authority (LCRA)
- Cow Creek Groundwater Conservation District
- Trinity Glen Rose Groundwater Conservation District
- Guadalupe-Blanco River Authority (GBRA)
- School Districts (Boerne and Comal)
- FORHA and Community Partners
- Country Club
- South Texas Regional Advising Council (STRAC)



Emergency Operations Plan

Winter Storm / Extreme Cold

1. General Condition: Cold weather brings with it the potential for freezing temperatures, heavy snowfall and ice incidents that can have multiple impacts on a community. Impacts to drinking water and wastewater utilities may include, but are not limited to:

- Excessive cold conditions, sustained below freezing temperatures
- Warnings from the National Weather Service
- ERCOT warnings on grid impact
- Pipe breaks throughout the distribution system, due to freeze/thaw cycles
- Ice and snow covered roads
- Loss of power and communication lines
- Limited access to facilities due to icy roads or debris such as downed tree limbs
- Reduced work force due to unsafe travel conditions throughout the service area
- Potential surface water supply challenges

2. Possible Consequences to Consider

Primary:

- Displace Personnel
- Injured or Ill People
- Damaged or Destroyed Property
- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure
- Livestock and Wildlife Issues
- Debris

Secondary:

- Fatalities
- Economic Damage
- Financial Impact or Unplanned Expenses
- Environmental Damage
- Psychological Damage
- Loss of Confidence in Public and Private Institutions
- Companion Animal Issues

3. Areas to Consider in Preparation

- Communicate to residents extreme cold conditions and fire precaution preparation methods
- Fill backup generators and identify a refill contract
- Identify individuals with medical needs (Yellow Dot, Fair Oaks Police listing, Community Medic)
- Communicate to residents to identify those who have medical conditions
- Actively monitor weather conditions
- Actively monitor water use with strict compliance



Emergency Operations Plan

- Review Utility ERP and possible impacts on water and wastewater infrastructure
- Review possible impacts on roads and bridges
- Identify source for emergency drinking water and distribution sites in City
- Locations for warming centers
- Loss of power
- Communicate preparations to residents (prevent pipe breaks, loss of power and water)
- Identify residents with medical needs
- Test back-up generators and fill fuel tanks
- Contact fuel vendors for possible refill
- Coordination of emergency services

4. Areas to Consider in Response

- Stand up warming centers
- Stand up water distribution sites
- Continual damage assessments of critical utility infrastructure
- Back-up systems are working properly

5. Groups to Consider for Communication / Coordination

- Bexar / Kendall / Comal County Emergency Operations Center
- Emergency Services District (ESD)
- Texas Division of Emergency Management
- Pedernales Electric Cooperative (PEC)
- CPS Energy (City Public Service)
- Lower Colorado River Authority (LCRA)
- Cow Creek Groundwater Conservation District
- Trinity Glen Rose Groundwater Conservation District
- Guadalupe-Blanco River Authority (GBRA)
- School Districts (Boerne and Comal)
- FORHA and Community Partners
- Country Club
- South Texas Regional Advising Council (STRAC)



Severe Hailstorms

1. General Condition: Like most natural weather events, hailstorms can occur virtually anywhere and anytime. Meteorologists can often predict when a hailstorm is possible, but there's no way to prevent them. Thunderstorm clouds must be present and have high moisture content with a majority of the cloud layer being at or below freezing. Understanding the risks associated with hailstorms can help protect staff, residents, and property. The biggest concern with a hailstorm is protecting property from damage.

2. Possible Consequences to Consider

Primary:

- Damaged or Destroyed Property
- Injured or Ill People
- Fatalities
- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure

Secondary:

- Loss of Critical Infrastructure
- Financial Impact or Unplanned Expenses
- Environmental Damage
- Livestock and Wildlife Issues
- Debris

3. Areas to Consider in Preparation

- Actively monitor weather conditions
 - Message to residents that conditions are favorable and to take actions to protect personal property
- Notify residents of possible large hail (1" diameter)
 - Highest priority on pets and livestock
- Protection of vehicles (City and Resident Owned)
- Protection of City Buildings and Infrastructure

4. Areas to Consider in Response

- Possible Injuries
- Downed Powerlines
- Assessment of Damage to City Buildings and Infrastructure
- Assessment of Damage Throughout City
- Assessment of Damage to Water and Wastewater facilities
- Assessment of Damage to Emergency Vehicles/Equipment
- Individuals or groups coming into the City to take advantage of residents or steal property



Emergency Operations Plan

5. Groups to Consider for Communication / Coordination

- Bexar / Kendall / Comal County Emergency Operations Center
- Emergency Services District (ESD) and Acadian Ambulance Service
- Texas Division of Emergency Management
- Pedernales Electric Cooperative (PEC)
- CPS Energy (City Public Service)
- Lower Colorado River Authority (LCRA)
- School Districts (Boerne and Comal)
- FORHA and Community Partners
- South Texas Regional Advising Council (STRAC)



Emergency Operations Plan

Tornado/High Wind Event

1. **General Condition:** Tornadoes can occur in any location with little to no notice. Tornadoes can have wind gusts from 65 to over 200 miles per hour (mph) and are often accompanied by floods, high straight-line winds up to 140 mph, hail and lightning.

2. Possible Consequences to Consider

Primary:

- Displace Personnel
- Injured or Ill People
- Fatalities
- Damaged or Destroyed Property
- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure
- Companion Animal Issues
- Livestock and Wildlife Issues
- Debris
- Loss of Confidence in Public and Private Institutions

Secondary:

- Economic Damage
- Financial Impact or Unplanned Expenses
- Environmental Damage
- Psychological Damage

3. Areas to Consider in Preparation

- Immediate notification methods when a tornado is spotted in area (Example: Tornado Siren)
- Notification of individuals at high gathering areas (Parks or Country Club)
- Identify buildings in City rated for storm shelters
- Actively monitor weather conditions (Notify Residents of Tornado Watches and Warnings)
- Backup plan for loss of water and wastewater services
- Identify source for emergency drinking water and distribution sites in City
- Identify potential sites for displace residents (Emergency shelters: churches or schools)
- Test back-up generators and fill fuel tanks
- Contact fuel vendors for possible refill
- Identify individuals with medical needs (Yellow Dot, Fair Oaks Police listing, Community Medic)
- Loss of power
- Coordination of emergency services

4. Areas to Consider in Response

- Immediate emergency medical response (triage)
- Assess damage area



Emergency Operations Plan

5. Groups to Consider for Communication / Coordination

- Bexar / Kendall / Comal County Emergency Operations Center
- Emergency Services District (ESD) and Acadian Ambulance Service
- Local Health Authority: Dr. Woo
- Texas Division of Emergency Management
- Pedernales Electric Cooperative (PEC)
- CPS Energy (City Public Service)
- Lower Colorado River Authority (LCRA)
- Cow Creek Groundwater Conservation District
- Trinity Glen Rose Groundwater Conservation District
- Guadalupe-Blanco River Authority (GBRA)
- School Districts (Boerne and Comal)
- FORHA and Community Partners
- Country Club
- South Texas Regional Advising Council (STRAC)
- Local Churches and Organizations
- Red Cross
- Local Nonprofits (Hill Country Family Services or Hill Country Daily Bread)



Emergency Operations Plan

Flash Flooding

1. General Condition: Floods can be devastating and cause those affected to experience significant property damage. We have seen flooding in certain areas of the City to enter the homes of residents. Floods and flash floods are among the most common types of natural disasters, so advance preparation is a priority. For the City of Fair Oaks Ranch, once the low water crossing at Battle Intense is closed, this signifies we are moving into an emergency monitoring situation.

Rainfall Event Data Estimates (inches)									
Duration	50% AEP	20% AEP	10% AEP	4% AEP	2% AEP	1% AEP	.5% AEP	.2% AEP	.1% AEP
	2-Year	5-Year	10-Year	25-Year	50-Year	100 Year	200-Year	500-Year	1000-Year
30-min	1.72	2.14	2.5	3.01	3.4	3.81	4.28	4.95	5.5
60-min	2.29	2.88	3.38	4.09	4.65	5.25	5.94	6.98	7.84
2-hour	2.87	3.72	4.49	5.63	6.58	7.64	8.84	10.6	12.1
3-hour	3.23	4.26	5.23	6.71	7.98	9.42	11	13.4	15.4
6-hour	3.87	5.22	6.55	8.59	10.4	12.5	14.8	18.2	21.1
12-hour	4.56	6.24	7.88	10.4	12.6	15.2	18.2	22.8	26.7
24-hour	5.3	7.33	9.3	12.3	15	18	21.7	27.2	32
2-day	6.09	8.5	10.9	14.5	17.7	21.3	25.4	31.5	36.6
3-day	6.61	9.23	11.8	15.7	19.3	23.2	27.6	33.8	38.9
4-day	7.01	9.73	12.4	16.6	20.3	24.5	29	35.3	40.4

(AEP) Annual Exceedance Probability

(Chart is intended only to give an approximate level of rain level storm)

2. Possible Consequences to Consider

Primary:

- Injured or Ill People (includes rescue operations)
- Displace Personnel
- Damaged or Destroyed Property
- Environmental Damage
- Debris

Secondary:

- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure
- Financial Impact or Unplanned Expenses
- Companion Animal Issues
- Livestock and Wildlife Issues

3. Areas to Consider in Preparation

- Flood Mapping
- Notification to Residents of Potential Flooding Conditions
- Preparation for Road Closures



Emergency Operations Plan

- Identify Historical "At Risk" Areas/Properties for Flooding
- Coordination with LSFD and EMS on Potential for Closed Roads
- Preparation of City Facilities for staging of personnel (Emergency Shelters)
- Impact on Wastewater Facility
- Potential for Power Loss

4. Areas to Consider in Response

- Monitor Low Water Crossings and Closed Roads
- Monitor area rainfall and run-off expectations
- Clean out debris that collects at bridges and low water crossings, blocks water flow
- Notification to Residents of Closed Roads
- Wastewater Facility Exceeds Capacity
- Loss of Electricity, Backup Power to City Facilities
- Isolated Individuals or Houses
- Damaged Roads
- Hazardous Material Leakage

5. Groups to Consider for Communication / Coordination

- National Weather Service
- Bexar / Kendall / Comal County Emergency Operations Center
- Emergency Services District (ESD) and Acadian
- Texas Division of Emergency Management
- Pedernales Electric Cooperative (PEC)
- CPS Energy (City Public Service)
- Lower Colorado River Authority (LCRA)
- School Districts (Boerne and Comal)
- FORHA and Community Partners
- South Texas Regional Advising Council (STRAC)



Fire or Wildfire

1. General Condition: A wildfire is any instance of uncontrolled burning. A fire may be started due to several circumstances but becomes a wildfire when efforts to extinguish the fire are beyond the capabilities available and the fire continues to spread rapidly. The conditions for a fire to become uncontrollable are found during times of drought or when vegetation is dry and there are significant winds.

2. Possible Consequences to Consider

Primary:

- Displace Personnel
- Injured or Ill People
- Damaged or Destroyed Property
- Environmental Damage
- Companion Animal Issues
- Livestock and Wildlife Issues

Secondary:

- Fatalities
- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure
- Financial Impact or Unplanned Expenses

3. Areas to Consider in Preparation

- Large scale staging and housing of emergency personnel
- Identify fires outside the city limits
- Track weather conditions and impact on fires outside the city limits
- Contact with property owners or responding agencies to fire for information
- Notify residents of uncontrolled fires outside the city limits and, if any, impact on the City

4. Areas to Consider in Response

- If uncontrolled fire is moving in the direction of City, track progress
- Notification of individuals at large gathering areas (Parks or Country Club)
- Locations and process for filling water buckets with aircraft
- Continue to routinely inform residents on status of fire
- Identify areas that would be initially impacted
- Determine if evacuation is needed, emergency notifications
- Evacuation Shelters
- May require the transport of livestock
- Limit water use by residents when needed for fire protection
- City infrastructure or utilities in projected path of fire
- Impact on electrical services
- Impact on communications



5. Groups to Consider for Communication / Coordination

- Bexar / Kendall / Comal County Emergency Operations Center
- Emergency Services District (ESD) and Acadian Ambulance Service
- Joint Base San Antonio (JBSA)
- Texas Department of Public Safety (DPS)
- Texas Division of Emergency Management
- Pedernales Electric Cooperative (PEC)
- CPS Energy (City Public Service)
- Lower Colorado River Authority (LCRA)
- Cow Creek Groundwater Conservation District
- Trinity Glen Rose Groundwater Conservation District
- Guadalupe-Blanco River Authority (GBRA)
- School Districts (Boerne and Comal)
- FORHA and Community Partners
- Country Club
- South Texas Regional Advising Council (STRAC)
- Local Churches / Organizations



Significant Drought with Water Shortage or Water Loss

1. General Condition: A drought is a period of abnormally dry and/or unusually hot weather that is sufficiently prolonged to cause a serious hydraulic imbalance and shortage of available water. Droughts normally develop and end slowly with impacts potentially lasting several years afterwards. Droughts may cause cascading effects on the water sector that may include, but are not limited to:

- Loss of supply (both surface water and groundwater wells)
- Increased demand from customers
- Deterioration of water quality and difficulties complying with drinking water regulations
- Increases in treatment and pumping-related costs
- Limited options for accessing other local water sources due to increased regional demand
- Decreased capacity in alternative and supplementary sources due to high demand for emergency water
- Potential power interruptions due to high energy demand
- Loss of fire suppression capabilities

2. Possible Consequences to Consider

Primary:

- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure
- Companion Animal Issues
- Livestock and Wildlife Issues

Secondary:

- Environmental Damage
- Psychological Damage
- Loss of Confidence in Public and Private Institutions

3. Areas to Consider in Preparation

- Acquiring portable water storage for dispensing to residents
- Local Health Authority: Dr. Woo
- Communication with residents on conservation and criticality
- Maintain additional fuel resources on City Campus
- Actively monitor City well levels and water level at Canyon Lake
- Notify residents when City wells at a significant low level
- Track dry wells in areas north of City
- Potential water sources for residents on wells
- Capabilities for fire fighting
- Review possible impacts on utilities
- Develop extreme conservation methods (beyond drought contingency plan)



Emergency Operations Plan

4. Areas to Consider in Response

- Communicate to residents regarding where to obtain water
- Establishing a water pickup area for residents in need of water
- Communication with Bexar County EOC and Emergency Services District
- Emergency personnel begin routine checks on critical residents
- Pump in additional water from outside
- Significant limitations on water use by residents
- Location for storage of potable water
- Emergency acquisition of potable water for dispensing to residents

5. Groups to Consider for Communication / Coordination

- Bexar / Kendall / Comal County Emergency Operations Center
- Emergency Services District (ESD) and Acadian Ambulance Service
- Texas Division of Emergency Management
- Pedernales Electric Cooperative (PEC)
- CPS Energy (City Public Service)
- Lower Colorado River Authority (LCRA)
- Cow Creek Groundwater Conservation District
- Trinity Glen Rose Groundwater Conservation District
- Guadalupe-Blanco River Authority (GBRA)
- School Districts (Boerne and Comal)
- FORHA and Community Partners
- Country Club
- South Texas Regional Advising Council (STRAC)



Emergency Operations Plan

Power Outage

1. General Condition: Loss of power across a wide portion of the City for an extended period can cause numerous issues to emergency and essential services provided by the City. With extended loss of power, several critical services such as water and wastewater can be affected if power is not restored. Additionally, extended loss of power can cause emergency services to be inundated with assistance calls causing an increased response time and limiting resources.

Power outages occur several times throughout the year and normally only portions of the City are affected. Power outages can be anticipated during significant weather events, but usually the power outage occurs with no notice. Once a power outage is identified, contact should be made immediately with the respective electric company to determine the estimated time until restored. With the estimated length of time power will not be available, combined with other environmental factors, a determination can be made on the emergency response needed.

2. Possible Consequences to Consider

Primary:

- Injured or Ill People
- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure
- Loss of Confidence in Public and Private Institutions

Secondary:

- Economic Damage
- Companion Animal Issues

3. Areas to Consider in Preparation

- Fire Department Medical Watchlist (Community Health Paramedic)
- Police Department Medical Watchlist
- Routine testing of back-up generators and back-up systems for essential services
- Maintain additional fuel resources on City Campus (diesel, gas, propane)

4. Areas to Consider in Response

- Contact electrical service provider for information on power loss, maintain contact
- Notify residents of electrical service provider initial information and updates
- Ensure additional generators are available if needed
- Location and notification of any downed power lines
- Emergency personnel begin routine checks on critical residents

5. Groups to Consider for Communication / Coordination

- Bexar / Kendall / Comal County Emergency Operations Center
- Emergency Services District (ESD) and Acadian Ambulance Service



Emergency Operations Plan

- Texas Division of Emergency Management
- Pedernales Electric Cooperative (PEC)
- CPS Energy (City Public Service)
- San Antonio Water System (SAWS)
- Guadalupe-Blanco River Authority (GBRA)
- Lower Colorado River Authority (LCRA)
- School Districts (Boerne and Comal)
- FORHA and Community Partners
- Country Club
- South Texas Regional Advising Council (STRAC)
- Local Churches/Organizations
- Local businesses that can assist with generators/pumps etc.



Emergency Operations Plan

Active Shooter / Barricaded Subject

1. General Condition: Ensure an effective and coordinated response to a threatened or actual terrorist or active shooter incident. A terrorist/active shooter threat or incident may occur at any time of day with little or no warning, may involve single or multiple geographic areas, and may result in mass casualties.

An active shooter emergency should be planned as a “no-notice” event. Immediate response to the situation, coordination of assets from outside the City and communications will be the primary focuses.

2. Possible Consequences to Consider

Primary:

- Injured or Ill People
- Fatalities
- Loss of Confidence in Public and Private Institutions

Secondary:

- Psychological trauma
- Disruption of the community’s social infrastructure

3. Areas to Consider in Preparation

It is possible to minimize terrorist/active shooter success by promoting public awareness and preparedness, training key personnel, and taking necessary actions to safeguard the community

4. Areas to Consider in Response

Fire Department member in EOC

BISD member in EOC, especially if school related. Remember to actively communicate situation to parents

Response will utilize all City department response protocols and the ICS. This may include establishing a unified command among law enforcement, fire, EMS, county, state, and federal response agencies.

Additional law enforcement resources will be needed to mitigate the threat, maintain public order, secure the crime scene, conduct investigations, and secure critical operations. Reduce immediate threats to life, public health and safety, public and private property, and the environment

Provide necessary mass care, shelter, and medical services to City residents and other members of the general public

Safeguard the health and safety of first responders



Emergency Operations Plan

Restore the operations of facilities, whether public or privately owned, that are essential to health, safety, and welfare of the community, including critical City facilities, utilities, and transportation infrastructure

Assess damage to infrastructure, public facilities, and the built environment

Expedite the restoration of services, the economy, and the community at large; and begin the process of recovery

Keep the community informed

5. Groups to Consider for Communication / Coordination

- Bexar / Kendall / Comal County Emergency Operations Center
- Emergency Services District (ESD) and Acadian Ambulance Service
- Texas Division of Emergency Management
- School Districts (Boerne and Comal)
- FORHA and Community Partners
- Country Club
- South Texas Regional Advising Council (STRAC)
- Local Churches/Organizations



Emergency Operations Plan

Bomb Threat

1. General Condition: General threat to critical infrastructure and facilities that could impact services to residents.
2. Possible Consequences to Consider
 - Primary:
 - Displace Personnel
 - Injured or Ill People
 - Fatalities
 - Damaged or Destroyed Property
 - Loss of Emergency or Essential Services
 - Loss of Critical Infrastructure
 - Environmental Damage
 - Secondary:
 - Psychological Damage
 - Companion Animal Issues
 - Livestock and Wildlife Issues
3. Areas to Consider in Preparation
 - Training
 - Bomb Threat Checklist posted near city telephones
 - Evacuation Routes updated
4. Areas to Consider in Response
 - Coordination with local, State, and Federal partners
 - Communication with residents
 - Establishing temporary housing for displaced residents
 - Communications with schools, churches and country club
5. Groups to Consider for Communication / Coordination
 - FBI/Homeland Security
 - San Antonio Bomb Disposal (SAPD)
 - San Antonio Explosive Ordnance Disposal (EOD)
 - Joint Base San Antonio Explosive Ordnance Disposal (EOD)
 - Local Fire/EMS partners
 - Local law enforcement agencies.
 - Bexar / Kendall / Comal County Emergency Operations Center
 - School Districts (Boerne and Comal)
 - FORHA and Community Partners
 - Country Club



Emergency Operations Plan

South Texas Regional Advising Council (STRAC)
Local Churches/Organizations



Emergency Operations Plan

Civil Disturbance

1. General Condition: Civil disturbance means acts of violence and disorder prejudicial to the public law and order. It includes acts such as riots, acts of violence, insurrections, unlawful obstructions or assemblages, or other disorders prejudicial to public law and order. Fair Oaks Ranch Police Department is charged with protecting the life, safety, and health of the community and will seek to quell any such disturbances that threaten our community.

2. Possible Consequences to Consider

Primary:

- Injured or Ill People
- Fatalities
- Damaged or Destroyed Property

Secondary:

- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure
- Economic Damage
- Environmental Damage
- Psychological Damage
- Debris

3. Areas to Consider in Preparation

- Proper training of personnel (all departments)
- Coordination with partner agencies

4. Areas to Consider in Response

- Operate at EOC level 3, to monitor situation
- Upgrade EOC level when additional assets are needed beyond monitoring
- Establish and enforce a perimeter around the affected area to confine the disturbance.
- Perform crowd and traffic control. Divert traffic away from affected areas.
- Establish and manage evacuation routes for uninvolved civilians.
- Provide security at various locations throughout the community to prevent intruders and looting. Perform special tactical operations, including search & rescue, as needed.
- Provide police protection for Fire/EMS units.
- Conduct reconnaissance activities and report results to the EOC
- Work closely with other Law Enforcement officials to resolve the incident

5. Groups to Consider for Communication / Coordination

- FBI/Homeland Security
- San Antonio Bomb Disposal (SAPD)
- Local Fire/EMS partners



Emergency Operations Plan

Local law enforcement agencies.
Bexar / Kendall / Comal County Emergency Operations Center
School Districts (Boerne and Comal)
FORHA and Community Partners
Country Club
South Texas Regional Advising Council (STRAC)
Local Churches/Organizations



Cyber Attack

1. General Condition: Cyber-terrorism is the use of computer network tools to shut down critical infrastructures such as energy, transportation, and government operations, or to coerce or intimidate a government or civilian population. As nations and critical infrastructure become more dependent on computer networks for their operation, new vulnerabilities are created. These vulnerabilities can be exploited to penetrate a computer networks and disrupt or even shut down critical public or business operations. Rapid threat identification, information exchange, investigation, and coordinated response and remediation are critical in cyber consequence management.

2. Possible Consequences to Consider

Primary:

- Damaged or Destroyed Property
- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure
- Economic Damage

Secondary:

- Psychological Damage
- Loss of confidence in Public Institutions

3. Areas to Consider in Preparation

- Training of personnel in recognition of risks
- Training of personnel for response to attack
- Multifactor Authentication
- Identify your critical assets (customer data, financial data, operational data, IT systems)
- Assess your risks
- Identify immediate response requirements to contain or limit damage
- Updates to software and operating systems
- Use encrypted (secure) internet communications
- Create backup files
- Use strong passwords
- CISA vulnerability scans

4. Areas to Consider in Response

- Identify the source of the breach
- Contain or limit the damage
- Assess the scope of the damage
- Determine impact to City essential services
- Immediately change passwords for online accounts
- Disconnect network connections for impacted devices
- Reporting and communicating the incident within 48 hours of discovery (SB-271) to DIR



Emergency Operations Plan

Contact those that are impacted
Issue a public statement of the breach and impact
Legal considerations

5. Groups to Consider for Communication / Coordination

- Texas Department of Information Resources (DIR) Incident Reporting Hotline
- US Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA)
- FBI Internet Crime Complaint Center (IC3)
- Texas Division of Emergency Management (TDEM)
- Texas DPS and Criminal Justice Information System (CJIS)
- Internet Service Provider(s) (ISP)
- Social Security Administration, if social security numbers were compromised
- City of Boerne
- Texas Municipal League (TML) for Insurance



Emergency Operations Plan

Pandemic

1. General Condition: A large scale pandemic, such as COVID, can cause interruptions to basic city services and emergency services. Pandemics that are uncontrolled, unknown, or have no effective and dispersed treatment can affect personnel and residents causing delayed emergency responses due to overwhelming need.

2. Possible Consequences to Consider

Primary:

- Injured or Ill People
- Fatalities
- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure
- Economic Damage
- Psychological Damage
- Loss of Confidence in Public and Private Institutions

Secondary:

- Companion Animal Issues
- Livestock and Wildlife Issues

3. Areas to Consider in Preparation

Wash hand routinely and thoroughly

4. Areas to Consider in Response

- Alternate work sites
- EOC level 3 to monitor, prepare for transition
- Ensure PPE is available to all essential personnel
- Gather intelligence and disperse accurate and timely information to residents
- Maintain communication with local health experts and organizations

5. Groups to Consider for Communication / Coordination

- Local Health Authority: Dr. Woo
- National Institute for Health
- Center for Disease Control
- Bexar / Kendall / Comal County Emergency Operations Center
- Emergency Services District (ESD) and Acadian Ambulance Service
- Texas Division of Emergency Management
- Local health Organizations
- Local Hospitals



Fire at City Offices

1. General Condition: All City services and employees are officed at the City campus. A fire at the City Campus can cause severe and extended interruption in essential and non-essential services provided to the residents. Large scale damage to city facilities can cause immediate need in establishing a central point for staff and residents to continue day to day operations.

2. Possible Consequences to Consider

Primary:

- Displace Personnel
- Injured or Ill People
- Fatalities
- Damaged or Destroyed Property
- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure
- Economic Damage
- Financial Impact or Unplanned Expenses

Secondary:

- Loss of Confidence in Public and Private Institutions

3. Areas to Consider in Preparation

- Temporary location for City Services
- Communications and Internet Services
- Routine check of fire extinguishers
- Implementation of Alarm and notification system

4. Areas to Consider in Response

- Diversion of City staff to safe location
- Ensuring head count for all personnel
- Notification to Residents
- Establishing central point of communication for residents

5. Groups to Consider for Communication / Coordination

- Bexar / Kendall / Comal County Emergency Operations Center
- Emergency Services District (ESD) and Acadian Ambulance Service
- Texas Division of Emergency Management
- CPS Energy (City Public Service)
- Lower Colorado River Authority (LCRA)
- School Districts (Boerne and Comal)
- FORHA and Community Partners
- Local Churches/Organizations



Emergency Operations Plan

Road Closure

1. General Condition: The safety and reliability of our roadway system is of primary importance during emergencies/ Safe transportation options make evacuation, search and rescue, emergency medical care, and other critical responses possible.

2. Possible Consequences to Consider

Primary:

- Injured or Ill People
- Fatalities
- Loss of Emergency or Essential Services
- Loss of Critical Infrastructure

Secondary:

3. Areas to Consider in Preparation

- Increase participation in ReGroup
- Additional avenues of communication to residents

4. Areas to Consider in Response

5. Groups to Consider for Communication / Coordination

- Bexar, Comal, and Kendall County Road and Bridge
- TxDot
- Boerne PD Communications
- Kendall County SO Communications
- BISD



HAZMAT Release

1. General Condition: A condition in which a hazardous material has been leaked and possess an imminent risk to life, property, and critical infrastructure.

2. Possible Consequences to Consider
 - Primary:
 - Displace Personnel
 - Injured or Ill People
 - Fatalities
 - Livestock and Wildlife Issues
 - Secondary:
 - Loss of Emergency or Essential Services
 - Loss of Critical Infrastructure
 - Loss of Confidence in Public and Private Institutions

3. Areas to Consider in Preparation
 - Training of personnel
 - Training of essential EOC personnel in response (tabletop exercise)

4. Areas to Consider in Response
 - Secure area, keep people away for contamination
 - Weather impact
 - OSHA Federal response requirements
 - Evacuation requirements
 - Temporary shelter
 - Communication to residents
 - Coordination with local Fire and HAZMAT Crews

5. Groups to Consider for Communication / Coordination
 - Bexar / Kendall / Comal County Emergency Operations Center
 - Emergency Services District (ESD) and Acadian Ambulance Service
 - Texas Division of Emergency Management
 - CPS Energy (City Public Service)
 - Lower Colorado River Authority (LCRA)
 - School Districts (Boerne and Comal)
 - FORHA and Community Partners
 - Local Churches/Organizations
 - Texas Commission on Environmental Quality (TCEQ)
 - Bexar County HAZMAT Team
 - Occupational and Safety Health Organization (OSHA)
 - Local Health Authority: Dr. Woo



COMMUNICATIONS

Communications conducted quickly and effectively are essential in a disaster response. The two areas of communication focus are to inform residents and coordinate emergency response.

Communications with residents is needed to keep them informed on the current situation and to provide direction. In any emergency situation, residents will want to know what is happening. Providing routine updates will help reduce the number of calls to the EOC while providing some level of confidence that the City is resolving the emergency condition. Additionally, while providing updates, the City can provide instructions to residents on future steps that they need to take.

Communications platforms that the City has available to provide messaging to residents are:

- Regroup: primary service for communicating during an emergency
- NotifyMe: routine non-emergency communications platform
- Facebook
- NextDoor
- LinkedIn
- Twitter
- YouTube: good for providing video messaging
- City Website
- Reverse 911: emergency police notification system used through Dispatch, similar to Regroup

Since Regroup is the primary messaging service during an emergency, the City should conduct routine campaigns to get residents to sign up for the service. Along with encouraging all residents to sign up, a routine program of testing the Regroup system with residents, as directed by the City Manager, should be implemented.

While keeping residents informed on a situation, the City will also be concentrating on coordinating efforts to address the emergency condition. Annex-A (located on pages 63-64) is a list of contact numbers for those individuals that may be needed to assist in meeting the demands during a disaster response. Annex-A is a quick reference list that should provide the needed contacts for all the emergency conditions considered in this Emergency Operations Plan. During the AAR process following a disaster condition, this list should be updated while also adding new contacts identified during the response.

Annex-A should be reviewed every 6-months to update the Points of Contact and their contact information or updated as changes occur in staffing. Changes, updates, or amendments to Annex-A do not require submission and approval of the governing body. The Emergency Management Coordinator or their designee(s) will be responsible for reviewing and updating Annex-A as directed or needed.



TRAINING AND EXERCISES

As an Emergency Operations Center, our competencies must be rehearsed through training, practice, exercises, honest evaluation, and leadership. Individual and Department responsibilities must be developed and trained. Roles and responsibilities must be known and practiced prior to an event.

FEMA Training. FEMA offers free on-line training courses tailored towards emergency response and recovery personnel, including the National Incident Management System (NIMS) and Incident Command Systems (ICS).

National Incident Management System (NIMS). NIMS guides all levels of government, nongovernmental organizations and the private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems and processes to successfully deliver the capabilities described in the [National Preparedness System](#). NIMS defines operational systems that guide how personnel work together during incidents.

Incident Command Systems (ICS). ICS is a standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective. ICS consists of a standard management hierarchy and procedures for managing temporary incident(s) of any size. ICS procedures should be pre-established and sanctioned by participating authorities, and personnel should be well-trained prior to an incident. ICS includes procedures to select and form temporary management hierarchies to control funds, personnel, facilities, equipment, and communications. Personnel are assigned according to established standards and procedures previously sanctioned by participating authorities. ICS is a system designed to be used or applied from the time an incident occurs until the requirement for emergency management and operations no longer exist.

1. Individual Training Requirements. The following FEMA courses have been identified for individual training requirements for those City personnel who will support EOC operations or provide support to emergency conditions.

- IS-100:** Introduction to the Incident Command System
- IS-200:** Basic Incident Command System for Initial Response
- IS-300:** Intermediate ICS for Expanding Incidents
- IS-400:** Advanced ICS
- IS-700:** Overview of the National Incident Management System (NIMS)
- IS-701:** Multi-Agency Coordination Systems
- IS-702:** Public Information Systems
- IS-703:** NIMS Resource Management
- IS-706:** NIMS Intrastate Mutual Aid – An Introduction
- IS-775:** EOC Management and Operations
- IS-800:** National Response Framework
- IS-801:** Emergency Support Function #1 (Transportation)
- IS-802:** Emergency Support Function #2 (Communications)
- IS-803:** Emergency Support Function #3 (Public Works and Engineering)



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- IS-804:** Emergency Support Function #4 (Firefighting)
- IS-806:** Emergency Support Function #6 (Mass Care, Emergency Assistance, Housing)
- IS-807:** Emergency Support Function #7 (Logistics Management and Resource Support)
- IS-809:** Emergency Support Function #9 (Search and Rescue)
- IS-810:** Emergency Support Function #10 (Oil and Hazardous Materials Response)
- IS-811:** Emergency Support Function #11 (Agriculture and Natural Resources)
- IS-813:** Emergency Support Function #13 (Public Safety and Security)
- IS-2200:** Basic Emergency Center Operations
- G-402:** ICS Overview for Executives and Senior Officials
- E/L/G2300:** Intermediate Emergency Operations Center Functions

Note: This is not a complete list of the classes available. City employees are encouraged to review the complete list of classes and complete those that are specific to their job responsibilities during an emergency situation.

Annex-B (located on pages 65-66) is the training matrix establishing both mandatory, highly recommended, and recommended courses for the various response positions within the City of Fair Oaks Ranch. The matrix attached in Annex-B should be reviewed every 6-months to update any changes in staffing or positions and course curriculums or outlines determined by FEMA, NIMS/ICS training cadre, or any other identified or new training provider.

Changes, updates, or amendments to Annex-B do not require submission and approval of the governing body. The Emergency Management Coordinator or their designee(s) will be responsible for reviewing and updating Annex-B as directed or needed.

2. Emergency Operations Center Training Requirements

a. Leader Rehearsal. Key leader rehearsals generally require fewer resources and manpower than a full-scale exercise. Key leaders are identified based on the situation or the desired area of emergency response where training is needed. This type of training allows leaders to interact with one another during the scenario to further develop response guidelines. The goal of this type of training is to work through a scenario, step-by-step, in a classroom environment to identify the required actions of an emergency response.

b. Tabletop Exercises. One of the best exercises is a tabletop exercise. It requires less time and overall resources to execute. A terrain model or map should be used as a method to conduct the exercise on. By using a model or map, the response times for execution along with the coordination of multiple ongoing actions can be exercised. A facilitator is recommended, a problem is presented, and the participants walk through the process and identify potential areas for improvement. The exercise should always include a way for recommended improvements to be made to the current plan.

c. Departmental Rehearsal. Individual Departments within the City Staff should rehearse their responses to emergency actions. The purpose of this type of training is to improve on the coordination and actions within their specific area. In many cases, this type of training can be incorporated into day-to-day operations.



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d. EOC Rehearsal. An EOC rehearsal will involve the complete stand up of the EOC without the use of response teams outside of the EOC. The purpose of this training is to improve the command and control within the EOC. This type of training will require some detailed planning to prepare a situation, provide injects for the EOC to respond to and will need outside players for the EOC to communicate with in coordinating their actions.

e. Full-Scale Emergency Exercise. A full-scale emergency exercise is the most time consuming and resource intensive type of emergency response training. This type of exercise also is the most effective technique for ensuring all involved in the emergency response understand their parts. A full-scale exercise can be used to train the overall response to an emergency or limited to training on specific key points. The preparation and planning for this type of exercise is essential to the success of the training and normally requires as much effort as going through the exercise itself.

3. List of Additional Resources:

- FEMA training is available at: <https://training.fema.gov/is/>
- National Response Framework: <https://www.fema.gov/medialibrary/assets/documents/117791>
- FEMA Tabletop Exercise: <http://www.fema.gov/emergencyplanning-exercises>
- Guide to a Successful Table Top Exercise: <http://www.preparis.com/blog/guideto-successful-tabletop-exercises/>
- Training available through the Emergency Management Assistance Compact (EMAC): <http://www.emacweb.org/index.php/trainingeducation>



ANNEX A: EMERGENCY CONTACT INFORMATION

Contacts for Emergency Conditions		
Position	Name	Phone Number
City Manager		
Assistant City Manager		
Assistant City Manager		
Mayor		
Mayor Pro Tem		
Police Chief		
Fire Chief		
ESD Emergency Ops Planner		
Community Medic/Acadian Rep		
Bexar County EOC Rep		
JBSA Rep in Bexar EOC		
Kendall County EOC Rep		
Comal County EOC Rep		
Director of Public Works		
Water Supervisor		
Maintenance Supervisor		
Communications Representative		
Communications Specialist		
IT Representative		
Finance Representative		
TDEM		
PEC Liaison		
SAWS Liaison		
CPS Liaison		
GBRA Representative		
BISD, Chief Safety and Security		
Fair Oaks Ranch Elementary		
Van Raub Elementary		
San Antonio Fusion Cell		
DPS Kendall County		
FBI		
Red Cross		
AACOG		
LCRA		
State Dir of Info & Resources		
Texas Municipal League		
Local Health Authority		



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Media Contacts		
Position	Name	Phone Number
Boerne Star	[REDACTED]	[REDACTED]
SA Express News/KSAT 12	[REDACTED]	Richard.delgado@express-news.net
San Antonio Report	[REDACTED]	[REDACTED]
News Fox 4 San Antonio	[REDACTED]	[REDACTED]

Community Partner Contacts		
Position	Name	Phone Number
FORHA	[REDACTED]	[REDACTED]
Rotary Club of Fair Oaks Ranch	[REDACTED]	[REDACTED]
Fair Oaks Ranch Country Club	[REDACTED]	[REDACTED]
Hill Country Family Services	[REDACTED]	[REDACTED]
Spring Creek United Methodist	[REDACTED]	[REDACTED]
Cibolo Creek Community Church	[REDACTED]	[REDACTED]



Emergency Operations Plan

ANNEX B: INDIVIDUAL TRAINING REQUIRED BY POSITION

POSITION/TITLE	GROUP ASSIGNMENT
City Manager	EOC Command
Assistant City Manager	EOC Command
Mayor	EOC Command
Mayor Pro-Tem	EOC Command
Council Members	Elected/Appointed Officials
Community Partners / Volunteers	Elected/Appointed Officials
Police Chief	EOC Command
Police Lieutenant	EOC Command
Police Sergeant	Senior Officials
Police Corporal	Supervisors/Managers
Police Officer	Response/Support
School Resource Officer	Supervisor/Manager
Communications Director	EOC Command
Communications Staff	Senior Officials
Human Resource Director	Senior Officials
Human Resource Staff	Senior Officials
Finance Director	Senior Officials
Finance Staff	Response/Support
IT Manager and Staff	Senior Officials
Public Works Director and Asst.	Senior Officials
Water Supervisor	Supervisors/Managers
Wastewater Supervisor	Supervisors/Managers
Utility Staff	Response/Support
Maintenance Supervisor	Supervisors/Managers
Maintenance Staff	Response/Support
Environmental Manager	Supervisor/Manager
Building Codes Dir and Staff	Supervisor/Manager
Code Compliance	Supervisor/Manager
City Secretary's Office	Supervisor/Manager
Admin Staff/Clerks & Other Staff	Response Support

EOC Command Group		
Mandatory	Highly Recommended	Recommended
IS-100	IS-775	
IS-700	IS-701	
IS-200	IS-703	
IS-800	IS-706	
IS-300	IS-702	
IS-400	IS-250 ESF-15	



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Senior Officials Group		
Mandatory	Highly Recommended	Recommended
IS-100	IS-400	IS-701
IS-700	IS-703	IS-250 ESF-15
IS-200	IS-702	IS-775
IS-800		
IS-300		

Supervisors/Managers Group		
Mandatory	Highly Recommended	Recommended
IS-100	IS-800	"Topics Specific to Area of Responsibilities"
IS-700	IS-300	
IS-200	IS-400	
	"Topics Specific to Area of Responsibilities"	

Response/Support Group		
Mandatory	Highly Recommended	Recommended
IS-100	IS-200	"Topics Specific to Area of Responsibilities"
IS-700	IS-800	

Elected/Appointed Officials Group		
Mandatory	Highly Recommended	Recommended
IS-100	IS-800	"Topics Specific to Area of Responsibilities"
IS-700		
G-402		
IS-801 to IS-814		

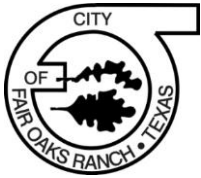
For those individuals required (mandatory) to take IS-100 and IS-700, these courses will be completed within 90 days of assuming position.

For those individuals required (mandatory) to take IS-200 and IS-800, these courses will be completed within 180 days of assuming position.



Emergency Operations Plan





**CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Consideration and possible action approving a resolution for the transition of health benefits providers for medical, dental, vision, life and disability insurance, and FSA and COBRA administration.

DATE: August 15, 2024

DEPARTMENT: Human Resources and Communications

PRESENTED BY: Joanna Merrill, Director of Human Resources and Communications

INTRODUCTION/BACKGROUND:

In 2020, the City authorized HUB International (HUB), the City’s current health benefits broker, to conduct a comprehensive evaluation of the City’s health benefits plans. On August 20, 2020, the City Council authorized a change to move from The Texas Municipal League (TML) to United Healthcare (UHC) as the new provider for medical, dental, vision, basic life, voluntary life, short-term disability, and long-term disability to reduce costs.

Since adopting UHC as the City’s new benefit provider HUB and staff have negotiated with UHC to maintain or enhance services and to keep plan renewal costs as low as possible over the last three renewal years. As a best practice, HUB recommended and conducted another comprehensive evaluation of the City’s health benefits plans. In accordance with Texas Local Government Code, the City issued a Request for Proposals (RFP) to perform a comprehensive analysis and evaluate bids from multiple carriers.

The RFP process produced the following best and final responses for consideration:

- UHC submitted:
 - +40% increase to the current medical rates.
 - +17% increase to the current dental rates.
 - 0% increase to the current vision plans.
 - +16% combined net increase to life insurance, short-term and long-term disability.
 - No other incentives, credits, or rate guarantees offered as a part of the renewal submission.
- CIGNA and Renaissance submitted:
 - 0% rate pass to the current medical rates (matches current plan design coverages).
 - -24% decrease to the current dental rates
 - -11% decrease to the current vision rates
 - Renaissance provided a combined overall net decrease of -32% to life insurance, short-term and long-term disability (while providing an enhanced weekly maximum payout to employees on our short-term disability plan).
 - Providing \$15,000 credit on first month’s invoice

- Including a \$2,000 wellness incentive as part of their wellness program initiative
- 15% rate cap guarantee for the year two renewal proposals
- Blue Cross Blue Shield (BCBS) submitted:
 - +2% increase to current medical rates if we kept the PPO plan as a stand alone
 - -7.8% decrease to the current medical rates if we included an HMO plan option (this would reduce current plan design coverages and in multiple areas the out-of-pocket costs to employees would increase).
 - +1% increase to the current dental rates.
 - +15% increase to the current vision plans.
 - +43% combined net increase to life insurance, short-term and long-term disability (no changes to the current offerings).
 - 9.5% rate cap guarantee for the year two renewal proposals

Based on the proposals submitted for consideration staff recommends that the City transition adopt CIGNA and Renaissance as the new health insurance benefit providers.

Reduction in costs, maintenance of current benefits, and enhancement of benefits in some of the new plans were large factors in the decision-making process. Staff also factored in minimizing disruptions to the current plan designs and offerings while conducting this analysis.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

This proposal corresponds to the Strategic Action Plan in the following areas.

- 5.1.1 Evaluate and Update Compensation and Benefit Plans inclusive of Public Safety
- 5.1.7 Research and Implement Recruitment and Retention Policies

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Total benefit costs for the employee benefit packages will save an estimated \$328,000 in FY 2024-25 compared to the current renewal rates.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing the City Manager to execute agreements for the implementation of medical, dental, vision, basic life, and voluntary life insurance, and short-term disability, long-term disability, flexible spending account, and COBRA administration.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS WITH CIGNA HEALTHCARE, RENAISSANCE LIFE, AND ISOLVED BENEFIT SERVICES FOR THE IMPLEMENTATION OF MEDICAL, DENTAL, VISION, BASIC LIFE INSURANCE, VOLUNTARY LIFE INSURANCE, SHORT-TERM DISABILITY, LONG-TERM DISABILITY, FLEXIBLE SPENDING ACCOUNT (FSA), AND CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA) ADMINISTRATION.

WHEREAS, the City of Fair Oaks Ranch has complied with Chapter 252 of the Texas Local Government Code and issued Requests for Proposals (RFP) as a best practice to compare and evaluate the quality, accessibility, and cost-effectiveness of the organizations’ employee benefits; and,

WHEREAS, the current health insurance provider for medical, dental, and vision insurance is United Healthcare, and as a result of the competitive bidding process, staff recommends transitioning medical, dental and vision benefits to CIGNA, which will result in equivalent coverage options and provider network access for staff at a more cost-effective rate; and,

WHEREAS, the current provider for basic life insurance, voluntary life insurance, short-term disability, and long-term disability insurance is United Healthcare, and will be replaced by Renaissance Life to enhance benefits and maintain support for employees; and,

WHEREAS, the current administrator of Flexible Spending Accounts (FSA) and COBRA is United Healthcare and will be transitioned to ISolved Benefit Services; and,

WHEREAS, Employee Assistance Program (EAP) services provided by Alliance Work Partners will remain in effect with no changes; and,

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 Cigna Healthcare, Renaissance Life, and ISolved Benefit Services for the implementation of new health providers for medical, dental, vision, basic life insurance, voluntary life insurance, short-term disability, long-term disability, Flexible Spending Account (FSA), and Consolidated Omnibus Budget Reconciliation Act (COBRA) administration 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 15th day of August 2024.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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



RFP Analysis & Recommendations

City of Fair Oaks Ranch

July 24, 2024

Presented by:

Brett Bowers, MBA
Public Sector Employee Benefits Specialist

Diana Rodriguez
Public Sector Account Manager

Gladys Reichert
Public Sector Marketing Assistant

RFP Vendor Response List

AM Best	Carrier	Medical	Dental	Vision	Life & Disability	Vol. Life	STD	Vol. STD	Response?
A	Aetna	x							Declined
A+	Ameritas		x	x					Responded
A+	BCBS TX	x	x	x	x	x	x	x	Responded
n/a	BSW Health	x							Declined
n/a	CEC Vision			x					Responded
A	Cigna	x	x	x					Responded
A++	Equitable			x	x	x	x	x	Responded
A	GLIC Guardian		x	x	x	x	x	x	Declined
n/a	e-Nva			x					Responded
A	Eye Med				x	x	x	x	Responded
A	Lincoln Financial (RSIL)				x	x	x	x	Declined
A+	Metlife		x	x	x		x	x	Responded
A	Mutual of Omaha		x		x	x	x	x	Declined
A++	New York Life				x	x	x	x	Declined
A+	Ochs inc				x	x	x	x	Responded
A	Principal				x	x	x	x	Declined
A	Prudential				x	x	x	x	Declined
A++	Reliance Matrix				x	x	x	x	Declined
AA-	Renaissance		x	x	x	x	x	x	Responded
A	Standard		x	x	x	x	x	x	Declined
A	Symetra				x	x	x	x	Declined
A	The Hartford				x	x	x	x	Responded
n/a	United Concordia		x	x					Responded
A+	United Healthcare	UHC's renewal will be delivered the first week of July.							

RFP Timeline

Timeline	Date Completed
RFP Due	6/7/24 at 2pm
Meeting to discuss/ review initial RFP response	6/18/24
Meeting to discuss timing of Benefit Connector and feasibility of having system in place for OE	6/18/24
RFP Documentation & 1 st round of carrier questions	6/21/24
Meeting to discuss review RFP response Updates	6/27/24
UHC Renewal Delivery	7/9/24
Best and Final Round of Negotiations	Before 7/18/24
Meeting to review RFP Analysis & Recommendations	Afternoon of 7/24/24
Open Enrollment Meetings <i>(tentative)</i>	8/20/24 Starts 8/21 but closes TBD
Spreadsheet Open Enrollment Census to Carriers	9/6/24

Basic Life Coverage

BASIC LIFE BENEFITS	UHC	Renaissance	BCBS
	RENEWAL	PROPOSAL	PROPOSED
Class Description	All Active Full time Employees	All Active Full time Employees	All Active Full time Employees
Definition of Earnings	BAE	BAE rounded up to next \$1000	Earnings w/Comm
Basic Life Schedule	1x Salary	1x Salary	1x Salary
Minimum Benefit	\$50,000	\$50,000	\$50,000
Maximum Benefit	\$200,000	\$200,000	\$200,000
Guarantee Issue Amount	All Amounts are Guaranteed	\$200,000	\$200,000
Age Reduction Schedule	65-69, 65% 70-74, 50% 75+, 35%	65-69, 65% 70-74, 50% 75+, 35%	65-69, 65% 70-74, 50% 75+, 25%
Terminates at Retirement	Yes	Yes	Yes
Waiver of Premium	Yes	Yes	Yes
Accelerated Death Benefit	Yes	Yes	Yes
Conversion	Included	Included	Included
Portability	Included	Included	Included
BASIC AD&D BENEFITS	RENEWAL	PROPOSAL	PROPOSED
Class Description	All Active Full time Employees	All Eligible Employees	All Active Full time Employees
Definition of Earnings	Base Annual Earnings	BAE	Earnings w/Comm
Basic AD&D Schedule	1x Salary	1x Salary	1x Salary
Maximum Benefit	\$200,000	\$50,000	\$200,000
Age Reduction Schedule	65-69, 65% 70-74, 50% 75+, 35% Rounded to next higher \$1,000	65, 65% 70, 50% 75+, 35%	65, 35% 70, 50% 75+, 75% Rounded to next higher \$1,000
Travel Assistance	Included	Included	Included
Seatbelt	Included	Included	Included
Childcare	Included	Included	Included
FINANCIALS	RENEWAL	PROPOSED	PROPOSED
Volume	\$5,145,750	\$5,145,750	\$5,145,750
EE Rate (per \$1,000) -	\$0.165	\$0.135	\$0.137
EE Rate (per \$1,000) -	\$0.020	\$0.020	\$0.020
Monthly Premium	\$951.96	\$797.59	\$807.88
Annual Premium	\$11,423.57	\$9,571.10	\$9,694.59
\$ Change from Current	\$926.24	-\$1,790.72	-\$1,296.73
% Change from Current	9%	-16%	-12%
Employer Contribution	100%	100%	100%
Effective Date	10/1/2024	10/1/2024	10/1/2024
Participation Requirement	100%	100%	100%
Actively at Work	Not Waived	Not Waived	Not Waived
Rate Guarantee	2 years	3 Years	2 years
AM Best Rating	A	AA-	A+

Note: This is a brief summary and not intended to be a contract.

Voluntary Life Coverage

VOLUNTARY LIFE BENEFITS			
	UHC	Renaissance	BCBS
	2022-2024	PROPOSAL	PROPOSED
Class Description	All Active Full Time Employees working at least 30 hours per week.	All Eligible Employees	All Active Full Time Employees working at least 40 hours per week.
Definition of Earnings	The employer defines the amount of	Base Salary	Earnings w/Comm
Employee Life Schedule	Increments to \$10,000	Increments of \$10,000	Increments of \$10,000
Employee Maximum Benefit	The lesser of 5 time pay \$500,000	\$500,000	The lesser of 5 time pay \$500,000
Employee Guarantee Issue Amount	\$100,000	\$100,000	\$100,000
Age Reduction Schedule	65% at age 65, 50% at 70, 35% at	35% at age 65, 50% at 70, 65% at	35% at age 70, 50% at 75
Waiver of Premium	Included	Included	Included
Waiver of Premium Trigger	Included	Included	Included
Accelerated Death Benefit	80% to \$400,000 not combined with Basic Life	75%	80% to \$250k
Spouse Life Schedule	Increments of \$5,000	Increments of \$5,000	Increments of \$5,000
Spouse Maximum Benefit	\$100,000, not to exceed 50% of employee's Voluntary Life Benefit	\$100,000	\$100,000
Spouse Guarantee Issue Amount	\$25,000	\$25,000	\$25,000
Spouse Termination	Same as Employee	Same as Employee	Same as Employee
Child(ren) Life Schedule	Birth under 15 days: \$100; Child 15 days to 6 month old: \$100; Child more than 6 months old: Options of Increments of \$2,000 up to \$10,000.	Birth to 6 Months \$100 Child 6 Months to age 26 \$2,000 to \$10,000	Birth to under 14 days: \$100; Child 15 days to 6 month old: \$100; Child more than 6 months old: Options of Increments of \$2,000 up to \$10,000.
Conversion	Included	Included	Included
Portability	Included.	Included	Included
Suicide Clause	2Years	2 years	2Years
FINANCIALS (per \$1,000)			
	CURRENT / RENEWAL	PROPOSED	PROPOSED
Age of Employee	Unismoker rate applies to both employee and spouse.	Unismoker rate applies to both employee and spouse.	Unismoker rate applies to both employee and spouse.
Up to 24	\$0.060	\$0.060	\$0.060
25 - 29	\$0.063	\$0.083	\$0.063
30 - 34	\$0.082	\$0.120	\$0.082
35 - 39	\$0.120	\$0.185	\$0.120
40 - 44	\$0.185	\$0.289	\$0.185
45 - 49	\$0.289	\$0.427	\$0.289
50 - 54	\$0.427	\$0.616	\$0.427
55 - 59	\$0.616	\$0.801	\$0.616
60 - 64	\$0.801	\$1.134	\$0.801
65 - 69	\$1.134	\$2.146	\$1.134
70 - 74	\$2.146	\$6.632	\$2.146
75 - 79	\$6.632	\$6.632	\$6.632
80 - 84	\$6.632	\$6.632	\$6.632
85 - 89	\$6.632	\$6.632	\$6.632
90 - 94	\$6.632	\$6.632	\$6.632
95 - 99	\$6.632	\$6.632	\$6.632
Employee AD&D Rate (per Spouse & Child AD&D Rate (per \$1,000))	\$0.020	\$0.020	\$0.020
Child(ren) Rates (per \$1,000)	\$0.120	\$0.120	\$0.12
OTHER			
Participation Required	N/A	10 employees or 20%	13 employees
Employer Contribution	0%	0%	0%
Actively At Work	not waived	not waived	not waived
Effective Date	10/1/2024	10/1/2024	10/1/2024
Rate Guarantee	2 years	3 years	2 years
True Open Enrollment	No	Yes	Yes
Grandfather Current Amounts	Yes	Yes	Yes
Annual Coverage Increase	No	Yes	Yes

Note: This is a brief summary and not intended to be a contract.

Short-Term Disability Coverage

STD BENEFITS	UHC	Renaissance	BCBS
	2022-25	PROPOSAL	PROPOSED
Class Description	All Active Full Time Employees (30 Hours)	All Full-Time Active Employees	Available for covered employees
Definition of Earnings	BAE	BAE	Earnings w/Comm
Weekly Percentage	66.67%	66.67%	66.67%
Weekly Maximum	\$1,000	\$1,000	\$1,000
Minimum Weekly	\$10	\$25	\$25
Accident Benefits Begin Day	8	8	8
Sickness Benefits Begin Day	8	8	8
Maximum Duration from Date of Disability	90 days	12 weeks	13 weeks
Definition of Disability during Elim Period	Non-Occ <i>RFP did not address def of STD</i>	Residual with loss of duties & loss of earnings	Total or Partial Disability
Pre-existing Condition	None	None	None
Maternity Coverage	Yes	Yes	Yes
C-Section Benefit Duration	Yes	Yes	Yes
Taxable Benefit	No	Yes	Group decides during implementation
FICA Match	N/A	N/A	N/A
W2 Preparation	Unknown	Included	Included
FINANCIALS	CURRENT / RENEWAL	PROPOSED	PROPOSED
Volume	\$55,474	\$55,474	\$55,474
Rate per \$10	\$0.240	\$0.169	\$0.208
Estimated Monthly Premium	\$1,331	\$938	\$1,154
Annual Premium	\$15,976	\$11,250	\$13,846
\$ Change from Current		(\$4,726)	(\$2,130)
% Change from Current		-30%	-13%
OTHER			
What is the minimum participation requirement?	N/A	100%	100%
Will you waive Actively at Work?	Not Waived	Not Waived	Not Waived
Will Employees be required to use all of their accrued leave prior to accessing STD benefits?	Yes	No	Group decides during implementation
Can Employees receive pay from accrued leave, to make them whole? (i.e. City would use leave to pay the loss of income)	No	Yes	Yes
Effective Date	10/1/2022	10/1/2024	10/1/2024
Rate Guarantee	1 Year	3 Years	2 Years

Note: This is a brief summary and not intended to be a contract.

.173 for \$1,250= -23%

.244 for \$1,250= +2%

Long-Term Disability Coverage

LTD BENEFITS	UHC	UHC	Renaissance	BCBS
	2022-24	RENEWAL	PROPOSED	PROPOSED
Class Description	All Full Time Active Employees	All Full Time Active Employees	All Full Time Active Employees	All Full Time Active Employees
Definition of Earnings	BAE	BAE	BAE	Earnings w/Comm
Monthly Percentage	60%	60%	60%	60%
Monthly Maximum	\$6,000	\$6,000	\$6,000	\$6,000
Guarantee Issue	\$6,000	\$6,000	\$6,000	\$6,000
Minimum Benefit	None	None	\$100	\$100 or 10%
Elimination Period	90 Days	90 Days	90 Days	90 Days
Maximum Benefit Duration	ADEA I w/ NRA	ADEA I w/ NRA	SSNRA	SSNRA
Definition of Own Occ/Any Occ	Unable to perform duties of regular occupation, has a 20% or more loss in earnings.	Unable to perform duties of regular occupation, has a 20% or more loss in earnings.	2 Year Own Occupation	Due to a Sickness, or as a direct result of accidental injury
Earnings Test	80% during own occ / 60% any occ period	80% during own occ / 60% any occ period	80% during own occ / 60% any occ period	80% during own occ / 60% any occ period
Survivor Benefit	Included	Included	Included	Included
Pre-existing Limitations	3/12	3/12	3/12	3/12
Mental/Nervous Limits	2 Years per Lifetime	2 Years per Lifetime	2 Years per Lifetime	2 Years per Lifetime
Substance Abuse Limits	2 Years per Lifetime	2 Years per Lifetime	2 Years per Lifetime	2 Years per Lifetime
Family Care Benefit	Included	Included	Not Included	Included
LTC Benefit Provision	Included	Included	Not Included	Not Included
FINANCIALS	2022-24	RENEWAL	PROPOSED	PROPOSED
Covered Monthly Payroll	\$400,866	\$400,866	\$400,866	\$400,866
Rate per \$100	\$0.140	\$0.150	\$0.150	\$0.214
Monthly Premium	\$561.21	\$601.30	\$601.30	\$857.85
Annual Premium	\$6,734.55	\$7,215.59	\$7,215.59	\$10,294.24
\$ Change from Current		\$481.04	\$481.04	\$3,559.69
% Change from Current		7.14%	7.14%	52.86%
OTHER				
Number of Employees	61	73	70	70
Effective Date	10/1/22	10/1/24	10/1/2024	10/1/2024
Employer/ Employee Contribution	100%/0%	100%/0%	100%/0%	100%/0%
Participation Requirement	100%	100%	100%	100%
Actively at Work	Required	Required	Required	Required
Rate Guarantee	2 years	1 year	3 years	2 years

Note: This is a brief summary and not intended to be a contract.

Vision Benefits

VISION BENEFITS		United Healthcare	BCBS	Cigna	Renaissance
		SH418			
Eye Exam	Network	\$10	\$10	\$10	\$10
	Non-Network	\$40	\$30	\$45	\$45
Frames/ Lenses, and/or Contacts		2023-25	PROPOSED	PROPOSED	PROPOSED
Single Vision	Network	\$25 copay	\$25 copay	\$25 copay	\$25 copay
	Non-Network	\$40 max	\$25 max	\$32 max	\$30 max
Bifocal Lenses	Network	\$25 copay	\$25 copay	\$25 copay	\$25 copay
	Non-Network	\$60 max	Up to \$40	\$55 max	\$50 max
Trifocal Lenses	Network	\$25 copay	\$25 copay	\$25 copay	\$25 copay
	Non-Network	\$80 max	Up to \$55	\$65 max	\$65 max
Progressive Lenses	Network	\$25 copay	\$90 Copay	\$25 copay	\$55-\$175 copay
	Non-Network	\$80 max	\$40 max	\$80 max	\$50 max
Frames	Network	\$25 copay - \$170 allowance +30%	\$150 allowance +20%	\$170 allowance	\$180 allowance
	Non-Network	\$45 allowance	\$75 allowance	\$95 allowance	\$70 allowance
Medically Necessary Contacts- 1 year supply	Network	\$0 copay	\$0 copay	\$0 copay	\$25 copay
	Non-Network	\$210 allowance	\$210 allowance	\$210 allowance	\$210 allowance
Elective Contacts-1 year supply	Network	\$180 allowance	\$150 allowance	\$170 allowance	\$180 allowance
	Non-Network	\$144 allowance	\$120 allowance	\$136 allowance	\$210 allowance
Exam Frequency		12 Months	12 Months	12 Months	12 Months
Lens Frequency		12 Months	12 Months	12 Months	12 Months
Frames / Contacts Frequency		12 Months	12 Months	12 Months	12 Months
Network		United Healthcare	EyeMed+	EyeMed	VSP Choice
CURRENT RATES		EE's	CURRENT / RENEWAL	PROPOSED	PROPOSED
Employee Only		41	\$7.92	\$9.47	\$7.06
Employee + Spouse		1	\$15.03	\$17.99	\$13.40
Employee + Child		3	\$17.63	\$18.93	\$15.72
Employee & Family		22	\$24.82	\$27.83	\$22.12
FINANCIALS					
Employer Contribution Requirements			100%	100%	100%
Monthly Premium			\$938.68	\$1,075.31	\$836.66
Annual Premium			\$11,264.16	\$12,903.72	\$10,039.92
\$ Change from Current			\$0.00	\$1,639.56	-\$1,224.24
% Change from Current			0%	15%	-11%
Participation requirement			none	10 enrolled lives	15%
Rate Guarantee			1 Year	2 Years	2 Years
Network Website			www.uhc.com	www.bcbsbx.com	cigna.com
					renaissancebenefits.com

Note: This is a brief summary and not intended to be a contract.

Dental Benefits

DENTAL BENEFITS		UHC	CIGNA	BCBS of Texas
		X4887	DPPO w/ Ortho	DTNHR32
		RENEWAL	PROPOSED	PROPOSED
Type I – Preventive Services		No Waiting Period	No Waiting Period	No Waiting Period
Deductible		None	None	None
(2) Oral Exams per calendar year		No Cost	No Cost	No Cost
(2) Fluoride treatments-children		No Cost	No Cost	No Cost
(2) Cleanings per calendar year		No Cost	No Cost	No Cost
Sealants for children		No Cost	No Cost	No Cost
Full mouth X-ray 1 series		No Cost	No Cost	No Cost
Periapical and Intraoral X-rays		No Cost	No Cost	No Cost
Bitewings X-rays once per calendar year		No Cost	No Cost	No Cost
Space Maintainers- for lost teeth for children		No Cost	No Cost	No Cost
Type II – Basic Services		No Waiting Period	No Waiting Period	No Waiting Period
Coinsurance		20%	20%	20%
Emergency Exams		20%	No Cost	20%
Non-preventive X-rays		20%	20%	20%
Amalgam and resin-based composite fillings		20%	20%	20%
Stainless Steel Crowns		20%	50%	20%
X Rays		20%	No Cost	20%
Anesthesia		20%	20%	20%
Oral Surgery		20%	20%	20%
Periodontics / Endodontics		20%	20%	20%
Type III – Major Services		No Waiting Period	No Waiting Period	No Waiting Period
Coinsurance		50%	50%	50%
Onlays/Inlays replacement		50%	50%	50%
Crowns and Crown Build-ups		50%	50%	50%
Replacement of Crowns and Bridges > 5 yrs		50%	50%	50%
Removable / fixed bridge-work		50%	50%	50%
Dental Implants / Dentures / Bridges		50%	50%	50%
Type IV – Orthodontia		No Waiting Period	No Waiting Period	No Waiting Period
Coinsurance		50%	50%	50%
Orthodontia Eligibility		Child under 19	Child under 19	Adult + Child under 19
Orthodontia Lifetime Maximum		\$2,000 per lifetime	\$2,000 per lifetime	\$2,000 per lifetime
Calendar Year Deductible		II, III	II, III	II, III
Individual		\$50	\$50	\$50
Family		\$150	\$150	\$150
Dental Annual Maximum		\$2,000	\$2,000	\$2,000
UCR Out of Network Percentile		90th Percentile	90th Percentile	90th Percentile
FINANCIALS		RENEWAL	PROPOSED	PROPOSED
Employee Only	39	\$38.21	\$24.74	\$31.65
Employee & Spouse	7	\$76.42	\$49.47	\$63.31
Employee & Child(ren)	11	\$102.41	\$66.30	\$89.55
Employee & Family	14	\$149.20	\$96.59	\$134.18
Monthly Premium		\$5,240.44	\$3,392.71	\$4,541.09
Annual Premium		\$62,885.28	\$40,712.52	\$54,493.08
\$ Change from Renewal		\$9,066.36	-\$13,106.40	\$674.16
% Change from Renewal		16.8%	-24.4%	1.3%

2 Year Rate Guarantee

Note: This is a brief summary and not intended to be a contract.

Medical Benefits

Medical Benefits	United Healthcare DQ6T (EPO Premier) RX: G58S RENEWAL	United Healthcare DQ6S (EPO Premier) Rx: IU RENEWAL	BCBS of Texas MTBPC002 Blue Choice PROPOSED	BCBS of Texas MTBEE002 Blue Essentials PROPOSED	CIGNA Open Access Plus (OAP 36790295) PROPOSED	CIGNA Open Access Plus (OAPIN 36790313) EPO PROPOSED
Deductible						
In-Network	\$750 Ind. / \$1,500 Fam.	\$750 Ind. / \$1,500 Fam.	\$500 Ind. / \$1,500 Fam.	\$500 Ind. / \$1,500 Fam.	\$750 Ind. / \$1,500 Fam.	\$750 Ind. / \$1,500 Fam.
Non-Network	\$5,000 Ind. / \$10,000 Fam.	-	\$10,000 Ind. / \$20,000 Fam.	-	\$5,000 Ind. / \$10,000 Fam.	N/A
Out Of Pocket Max	Includes Deductible, Copay, Coinsurance	Includes Deductible, Copay, Coinsurance	Includes Deductible, Copay, Coinsurance	Includes Deductible, Copay, Coinsurance	Includes Deductible, Copay, Coinsurance	Includes Deductible, Copay, Coinsurance
In-Network	\$2,500 Ind. / \$5,000 Fam.	\$2,500 Ind. / \$5,000 Fam.	\$1,500 Ind. / \$4,500 Fam.	\$1,500 Ind. / \$4,500 Fam.	\$2,500 Ind. / \$5,000 Fam.	\$2,500 Ind. / \$5,000 Fam.
Non-Network	\$10,000 Ind. / \$20,000 Fam.	-	Unlimited	-	\$10,000 Ind. / \$20,000 Fam.	N/A
Coinsurance						
In-Network	0%	0%	0%	0%	0%	0%
Non-Network	30%	-	50%	-	30%	N/A
Telemedicine	\$0	\$0	\$0	\$0	\$0	\$0
Physician Office Visit						
In-Network	\$0 Copay for children <18 \$25	\$0 Copay for children <18 \$25	\$30	\$30	\$25	\$25
Non-Network	Ded./ 30%	-	Ded./ 50%	-	Ded./ 30%	N/A
Specialist Office Visit						
In-Network	\$25/\$50	\$25/\$50	\$60	\$60	\$50	\$50
Non-Network	Ded./ 30%	-	Ded./ 50%	-	Ded./ 30%	N/A
Outpatient Lab, X-ray						
In-Network	0%- Covered in OV Copay	0%- Covered in OV Copay	0%- Covered in OV Copay	0%- Covered in OV Copay	0%- Covered in OV Copay	0%- Covered in OV Copay
Non-Network	Ded./ 30%	-	Ded./ 50%	-	Ded./ 30%	N/A
RehabTherapy PT / OT / ST						
In-Network	\$25/\$50	\$25/\$50	\$60	\$60	\$50	\$50
Non-Network	Ded./ 30%	-	Ded./ 50%	-	Ded./ 30%	N/A
Emergency Room						
In-Network	\$300	\$300	\$500 + Ded. \$500 + Ded.	\$500 + Ded.	\$300	\$300
Non-Network						
Urgent Care						
In-Network	\$75	\$75	\$75	\$75	\$75	\$75
Non-Network	Ded./ 30%	-	Ded./ 50%	-	Ded./ 30%	N/A
Outpatient Surgery / Hospitalization						
In-Network	Ded.	Ded.	Ded.	Ded.	Ded.	Ded.
Non-Network	Ded./ 30%	-	Ded./ 50%	-	Ded./ 30%	N/A
Prescriptions						
Network Pharmacy	\$15/\$40/\$75	\$15/\$40/\$75	\$0/\$10, \$50/\$70, \$100/\$120, \$150	\$0/\$10, \$50/\$70, \$100/\$120, \$150	\$15/\$40/\$75	\$15/\$40/\$75
Network Mail Order	2.5X	2.5X	3	3	2.5X	2.5X
Mac A/ST/QL / PA	Included	Included	Included	Included	Included	Included

Note: This is a brief summary and not intended to be a contract.

BCBS Pharmacy



Employees will always pay the lowest cost for generic and brand drugs at a preferred pharmacy. (specialty copays are the same):

- Tier 1 - Preferred generic: \$0 (\$10)
- Tier 2 - Non-preferred generic: \$10 (\$20)
- Tier 3 - Preferred brand: \$50 (\$70)
- Tier 4 - Non-preferred brand: \$100 (\$120)
- Tier 5 - Preferred specialty: \$150 (\$150)
- Tier 6 - Non-preferred specialty: \$250 (\$250)

Preferred pharmacies for 2024:

- **Walgreens, HEB, Albertsons, Walmart, Brookshire Grocery, & independents per pharmacy directory**
- * **CVS & CVS Target Pharmacy are OUT OF NETWORK**

Networks

NETWORK HOSPITALS

Common Systems

Methodist
Baptist
Christus

25 Miles / UHC	25 Miles / BCBS	25 Miles / CIGNA
Methodist Hospital	Baptist Hospital Hausman	PAM Specialty Hospital S.A.
Baptist Neighborhood Shavano Park	North Central Baptist Hospital	Cumberland Surgical Hospital of S.A.
Bapist Neighborhood Hospital Hausman	Baptist Emergency Hospital	Baptist Neighborhood Shavano Park
Methodist Hospital Landmark	University Health	Methodist Hospital Landmark
University Health	Methodist Hospital	Baptist Hospital Hausman
Baptist Neighborhood Hospital Overlook	Baptist Hospital Westover Hills	Methodist Hospital Stone Oak
North Central Baptist Hospital	Baptist Health System	Baptist Hospital Overlook
Christus Santa Rosa Hospital	S.Texas Spine & Surgical Hospital	N. Central Baptist Hospital
S. Texas Spine & Surgical Hospital	Methodist Stone Oak Hospital	S. Texas Spine and Surgical Hospital
Foundation Surgical Hospital of S.A.	Foundation Surgical Hospital of S.A.	Methodist Hospital Stone Oak
Methodist Stone Oak Hospital	Methodist Specialty & Transplant Hospital	Baptist Neighborhood Hospital Thousand Oaks
Baptist Neighborhood Hospital Thousand Oaks	Santa Rosa Westover Hills	Foundation Surgical Hospital S.A.
Methodist Specialty and Transplant	Northeast Baptist Hospital	PAM specialt hospital of S.A.
St Lukes Baptist Hospital	Santa Rosa Medical Center	Kindred Hospital S.A.
Methodist Childrens Hospital	Christus Santa Rosa Hospital Alamo Heights	Texas Transplant Institute
Baptist Medical Center	Metropolitan Methodist Hospital	Christus Santa Rosa Hospital
Baptist Neighborhood Hospital Westover	Legent Orthopedic plus Spine	Methodist Hospital Specialty and Transplant
Christus Children's	Baptist Emergency Hospital NWM	Texas Transplant Institute
Christus Santa Rosa Hospital Westover Hills	Baptist Emergency Overlook	St. Lukes Baptist Hospital
Methodist TexSAN Hospital	St. Lukes Baptist Hospital	Methodist Childrens Hospital
Christus Santa Rosa Hospital Alamo Heights	Methodist TexSAN Hospital	Methodist Hospital
Northeast Baptist Hospital	Northeast Methodist Hospital	Methodist Hospital TexSAN
Metropolitan Methodist Hospital	Baptist Emergency Hospital Schertz	Christus Santa Rosa Hospital
		Christus Westover Hills
		Christus Santa Rosa Hospital Alamo Heights.
		Baptist Neighborhood Westover Hills
		Northeast Baptist Hospital
		Christus Children's
		Methodist Hospital Northeast
		Methodist Hospital Metropolitan
		Baptist Medical Center
		Kindred Hospital S.A. Central
		Baptist Hospital Schertz

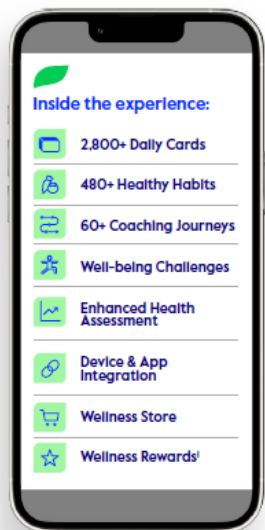
Wellbeing Solutions: CIGNA

Encourage employees to make healthy decisions, and reward them for their effort.

Anything we do to improve our health has its own reward. The Well-Being Solution from Cigna HealthcareSM takes the benefit of healthy decisions even further. **With the Points and Levels design, employees earn points as they complete eligible actions, unlocking up to four levels with increasing rewards that total up to \$100 or \$300.**

Choose Maximum Incentive Amount:
\$100 or \$300

Reward Options:
 Wellness Cash or
 Client Administered



Points Reached	Dollars Earned	
	\$100	\$300
7,000	\$10	\$40
25,000	+\$20	+\$60
40,000	+\$30	+\$80
60,000	+\$40	+\$120
Maximum Total	\$100	\$300

Category	Action	Frequency	Point Value
Survey	Complete the Health Assessment	Once per program year	500
Screening	Complete a Biometric Screening (or reasonable alternative form)	Once per program year	500
Physical Activity	Every 1,000 steps	Once per day <i>Daily max: 14,000 steps</i>	10 – 140 max
	15 active minutes in a day	Once per day <i>Daily max: 140 pts*</i>	70
	30 active minutes in a day		100
	45 active minutes in a day		140
	Workout for 15 minutes in a day		70
	Workout for 30 minutes in a day		100
	Workout for 45 minutes in a day		140
	Manual workout rewards 30-59 minutes	Once per day <i>Tracked/entered via Healthy Habit tracker</i>	30
	Manual workout rewards 60-89 minutes		60
	Manual workout rewards 90+ minutes		100
	20-day Triple Tracker: 10,000 steps/30 active minutes/30 workout minutes	Monthly <i>Validated activity only</i>	500
	Track steps or active minutes 10 days in a month		100
Connect an activity device	Once ever	200	
Cards	Do Your Daily Cards	2x per day	20
	Complete 10 Daily Cards in a month	Monthly	100
	Complete 20 Daily Cards in a month	Monthly	200
General	Complete Registration	Once ever	100
	Set Your Interests	Once per quarter	100
	Set a Well-Being goal	Once per program year	200
	Complete Nicotine Free Agreement	Once per program year	100
	Invite a colleague to join	5x per year	50
	Add friends outside your company	Once ever	100
	First 5 friends	Once ever	250
	Add profile picture	Once ever	100
Healthy Habits Tracking	Track Your Healthy Habits	3x per day	10
	Track Healthy Habits 10 Days in a Month	Monthly	200
	Track Healthy Habits 20 Days in a Month	Monthly	300
	First time tracking Healthy Habits 5 days in a month	Once ever	300

❑ Cigna has provided the City a \$2,000 wellness fund for incentives.

Well on Target: BCBS



WELLNESS COACHING**

- Dedicated coach
- Goal-setting tools
- Online and telephonic support



CLIENT REPORTING

- Through Blue Access for EmployersSM
- Weekly utilization reporting
- Aggregate reporting



WORKSITE WELLNESS

- Wellness webinars and onsite classes*
- Health fairs*
- Wellness consultants and coordinators*



MEMBER PORTAL

- Well onTarget portal
- AlwaysOn mobile app
- Self-management programs
- Trackers
- Health articles
- Interactive symptom checker
- Fitness Program
- Secured messaging
- Fitness and nutrition device integration
- Personal Challenges



ASSESSING HEALTH

- Health Assessment
- Personal Wellness Report
- Biometric screenings*



ENGAGING EVERYONE

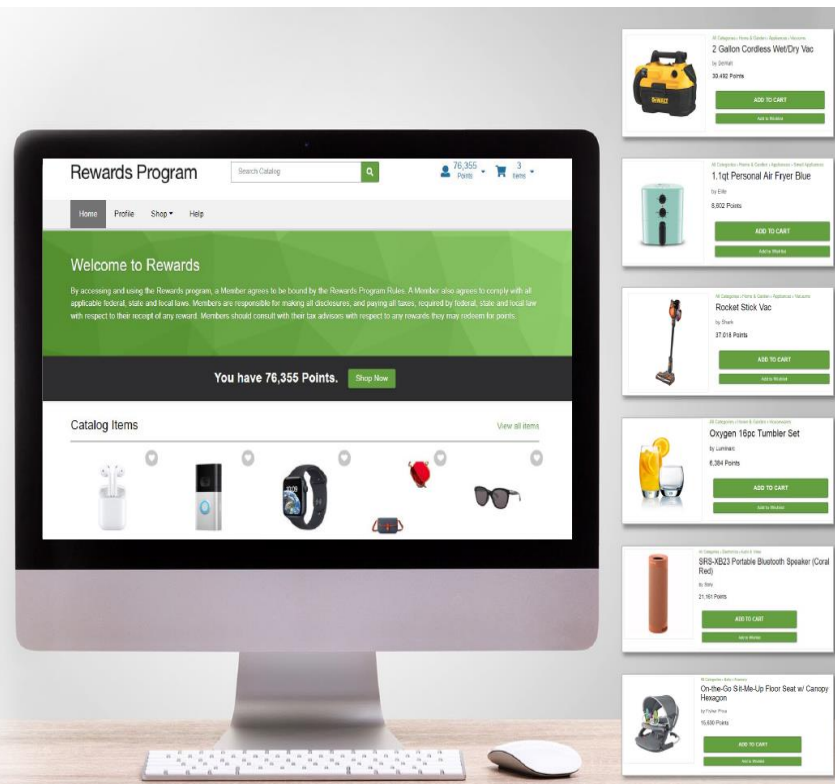
- Blue PointsSM
- ondemand client website
- Personalized member communications

BUILT-IN Blue PointsSM

Offerings that earn points:

- Use of online trackers
- Connecting and syncing a fitness device or app
- Health Assessment completion
- Digital Self-management Program completion
- Fitness program visits

Redeem points in the online Shopping Mall



FINPATH- Workplace Financial Wellness

Key Program Benefits

Certified Financial Coaches
Coaches provide guidance to the personal financial issues that matter most. Coaches are always available via phone, chat, video, and email.

Engagement & Communication
For both launch, and ongoing, a full communications program is provided with video, email templates and social media posts and monthly newsletters.

Financial Health Analysis
Users begin by taking an assessment to determine their Financial Health. This score initiates personalized recommended tips, blogs, and courses.

FinPath University Courses
Interactive financial courses designed by FinPath Wellness Coaches help address the major financial milestones employees face every day.

Budgeting Tools
Users can ditch old spreadsheets and unsecured sites. FinPath helps manage debt by creating payoff plans, all with powerful budgeting tools.

Low-Interest Loans
If faced with an emergency expense, payday loans and pulling from retirement savings is often the answer. We provide a better alternative.

According to a study by the American Psychological Association, 7 in 10 employees admit to financial stress at work, translating to higher absenteeism, turnover, and poor overall health.

Financial stress can come different forms—a car accident, a natural disaster, a medical emergency, or even a global pandemic. No employee should ever have to live paycheck to paycheck or feel like support is unattainable.

That's why FinPath works with organizations of all sizes to provide each employee access to trusted financial coaches, unbiased guidance, and powerful money tools.

Partnering with FinPath can help bring your staff these resources:

- Personal, 1:1 Financial Coaching**
- FinPath University Financial Education**
- Financial Health Tools**
- FinPath Program Perks**

And with FinPath, you'll have access to a dedicated Client Success Manager, as well as a full team of customer service, marketing, and sales support professionals ready to help you make the program a success.

Ready to learn more?
Book a demo at www.finpathwellness.com



About Us

6,100+

plans under advisement

450+

offices across North America

14,000+

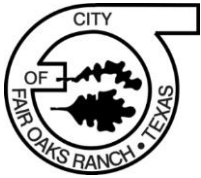
employees in North America

*Source: <https://bit.ly/2IK26Zs>



HUB

Advocacy | Tailored Insurance Solutions | Peace of Mind



**CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Consideration and possible action accepting applications for open positions on Boards, Committees, and Commissions and to set dates for interviews
DATE: August 15, 2024
DEPARTMENT: City Secretary
PRESENTED BY: Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

At the May 16, 2024 City Council meeting, the City Secretary reviewed the process of appointing or reappointing members of the City’s Boards, Committees, and Commissions and provided the schedule to achieve that task (**Attachment A**). Incumbents whose terms will expire on September 30, 2024, were contacted and provided the opportunity to express their interest in continuing to serve. To generate new applicants, notices and applications were posted on the City website as well as on the City’s social media forums. The application deadline was August 6, 2024. There are 13 potential positions available due to term limits and resignations and seven new positions resulting from the city council’s recent creation of a Transportation Safety Advisory Committee (TSAC). A summary of the board, committee, and commission opportunities are summarized in **Attachment B**.

The objective of the agenda item is for council to accept the applications and to provide direction on how they would like to proceed to fill these positions: interview all candidates, reappoint incumbents and interview only new applicants, or any option deemed necessary by the City Council. The recommended interview timeframe is August 26 – September 13, 2023. Tentative interview dates have been penciled in for September 5, 2024 and September 16, 2024 (**Attachment C**).

To note:

- **Building Code Board of Appeals:**
 - There are no positions requiring reappointments.
- **Capital Improvements Advisory Committee:**
 - Nine-member committee
 - Three positions open
 - One of the three incumbent members is interested in continuing to serve – Joe DeCola, Place 1 (Real Estate)
 - Four new applications received – All applicants are also interested in other positions
 - Council Liaison Stroup’s position also ends Sep 30, 2024. This position will also require reappointment with other city council member appointments (Sep 19, 2024)

- *Requirements: No fewer than 40% of the members must be representatives of the real estate development or building industries*
- *The incumbent contributes to meeting the 40% requirement. If this member stays on the committee, we will continue to meet the 40% requirement. One of the new applicants fulfills the real estate development/building industry requirement.*
- **Municipal Development District Board:**
 - Seven-member board
 - Three positions open
 - Three members are interested in continuing to serve: Laura Koerner, Council Place 2, President, Nicolas DiCianni, At Large, Place 4, Vice President, Mike Lovelace, At Large, Place 5, Treasurer
 - One position, MDD Board Member, Place 1, must be filled by a Council Member
 - Three new applications received – Two applicants are interested in other positions
- **Planning & Zoning Commission:**
 - Seven-member commission
 - Three positions open
 - Three of the current members are interested in continuing to serve – Linda Tom, Place 1, Bobbe Barnes, Place 2, Chairperson, and David Horwath, Place 4, Vice Chairperson
 - Three applications received – These applicants are also interested in other positions
- **Transportation Safety Advisory Committee (NEW):**
 - Seven-member committee (Five regular and two alternates)
 - Seven positions open
 - 11 applications received.
 - Six are applying for TSAC exclusively
 - Three are also interested in other committees
 - Two applicants are currently members of other boards
- **Zoning Board of Adjustment:**
 - Seven-member board (Five regular and two alternates)
 - Three regular positions and one alternate position open
 - Two regular members are interested in continuing to serve – Dean Gaubatz, and J.C. Taylor
 - One alternate member is interested in continuing to serve – Al McDavid, Alternate 2
 - Two applications received – These applicants are also interested in other positions

Formal appointment and reappointment consideration and action will be presented for Council vote at the September 19, 2024 City Council meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

To provide a consistent process to allow more citizens who have interest in community service to become involved providing fresh perspective to established committees.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A.

LEGAL ANALYSIS:

N/A

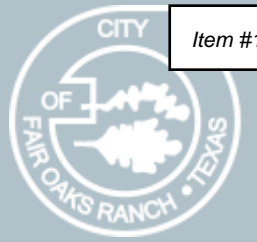
RECOMMENDATION/PROPOSED MOTION:

Motion 1: I move to accept the Boards, Committees, and Commissions applications and

Motion 2: I move to reappoint _____ to their prospective Board, Committee, or Commissions and set the following dates for possible interviews:
_____.

Motion 3: I move to interview the following Board, Committee, and Commission members and applicants and set the following dates for possible interviews:
_____.

BOARDS & COMMISSION SCHEDULE



E-mail Incumbents	June 2, 2023
Post Open Positions on Website	June 2, 2023
Start Social Media Push	June 2, 2023
Status Update to Council	August 3, 2023
Application Deadline	Aug 9, 2023
Agenda Item for Council (Council to determine how to fill positions)	Aug 17, 2023
Interviews (if necessary)*	Aug 21 – Sep 13, 2023
Appointment Selection	Sep 21, 2023
Orientation – Training Session	Sep 26 – Sep 29, 2023
Term Starts	Oct 1, 2023

	Total Members	Open Positions	Incumbents Reapplying	New Applications	Notes* (Assuming Incumbent Reappointments)
CIAC	9	3	1	4	• 2 Open Positions*
MDD	7	3	3	3	• 0 Open Positions*
P&Z	7	3	3	3	• 0 Open Positions*
TSAC	7	5 Regular 2 Alternates	0	11	• 7 Open Positions: 5 Reg 2 Alt
ZBOA	7	3 Regular 1 Alternate	2 Regular 1 Alternate	2	• 1 Regular Position* • Current Alternate Could Move To Regular Member

Committee Interviews

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Aug 25	Aug 26	Aug 27 <ul style="list-style-type: none"> • Benefits Sessions 8:30a – 6:00p 	Aug 28 <ul style="list-style-type: none"> • Benefits Sessions 9:30a – 3:30p 	Aug 29	Aug 30	Aug 31
Sep 1	Sep 2 CITY HOLIDAY	Sep 3	Sep 4	Sep 5 <ul style="list-style-type: none"> • CIAC Meeting 9a (FORHA) • Municipal Court Hearings 9a – 4p • 4:30PM Possible Interviews • 6:30 PM City Council Meeting 	Sep 6	Sep 7
Sep 8	Sep 9	Sep 10	Sep 11	Sep 12 <ul style="list-style-type: none"> • 9:00 AM CIAC Meeting • 6:30 PM P&Z Commission Meeting 	Sep 13	Sep 14
Sep 15	Sep 16 <ul style="list-style-type: none"> • 4:00PM Possible Interviews • 6:30 PM Special City Council Meeting 	Sep 17	Sep 18 <ul style="list-style-type: none"> • 6:30 PM ZBOA Meeting 	Sep 19 <ul style="list-style-type: none"> • 6:30 PM City Council Meeting 	Sep 20	Sep 21