



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, June 15, 2023 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. Introduction of new hire(s): Jennifer Koontz, Administrative Clerk; Andrea Cervantes, Payroll & Accounts Payable Specialist; Jason Hanley, Police Officer; Yuleima Downey, Administrative Clerk.

Joanna Merrill, IPMS-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.

5. Approval of the June 1, 2023 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

CONSIDERATION/DISCUSSION ITEMS

6. Consideration and possible action approving a resolution authorizing the execution of an agreement with the Center for Public Safety Management, LLC for a Fire and EMS Standards of Cover and Utilization Study.

Clayton Hoelscher, Procurement Manager

7. Consideration and possible action approving a resolution authorizing the execution of an agreement with Lopez Salas Architects, Inc. for Design Services for a Civic Center.

Clayton Hoelscher, Procurement Manager
Grant Watanabe, P.E., Director of Public Works & Engineering Services

8. Consideration and possible action approving a resolution authorizing the execution of an agreement with Safeware, Inc. for a High-Water Detection System.

Clayton Hoelscher, Procurement Manager
Julio Colunga, Assistant Director of Public Works

WORKSHOP

9. FY 2023-2024 General Fund Department Budget Workshop - Public Works and Public Safety.

Julie Lovelace, Interim Accounting Manager
Grant Watanabe, Director of Public Works & Engineering
Tim Moring, Chief of Police

REPORTS FROM STAFF AND COMMITTEES

10. Update to Council regarding the upcoming Fourth of July Event.

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

11. Update on UDC Amendments.

Carole Vanzant, Assistant City Manager, Community Services

REQUESTS AND ANNOUNCEMENTS

12. Announcements and reports by Mayor and Council Members.

13. Announcements by the City Manager.

14. 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:

15. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.

16. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.

Sec. 551.072 (Deliberation regarding real property)

17. 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.

18. The City Council will meet in closed session to deliberate the purchase, exchange, lease or value of real property that may be considered for the protection of significant groundwater recharge features.

Sec. 551.074 (Personnel Matters)

19. The City Council will meet in closed session pursuant to Texas Government Code Section 551.074, Personnel Matters, to deliberate the process and options for the future appointment of a City Manager.

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

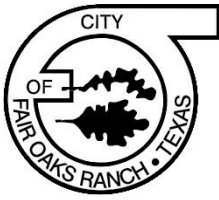
Signature of Agenda Approval: s/Gregory C. Maxton

Gregory C. Maxton, Mayor

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, June 12, 2023 and remained so posted continuously for at least 72 hours before said meeting was convened.

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



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, June 01, 2023 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, Bliss, Koerner, Parker, and Muenchow

Council Absent: Council Member: Rhoden

With a quorum present, the meeting was called to order at 6:31 PM.

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

CITIZENS and GUEST FORUM

3. Citizens to be heard – None.

PRESENTATIONS

4. Mayor Maxton and Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications, presented to Assistant City Manager of Community Services, Carole Vanzant, a 25-Year Service Award.

CONSENT AGENDA

5. **Approval of the May 12, 2023 Special City Council meeting minutes.**

6. **Approval of the May 18, 2023 Regular City Council meeting minutes.**

7. **Approval of a Final Plat request from Green Land Ventures Ltd., for Stone Creek Ranch Unit 2C, a 65.894-acre tract zoned Existing Residential 2 (R2), proposing 53 single-family residential lots, generally located north-west of the intersection of Rolling Acres Trail and Ammann Road, City of Fair Oaks Ranch, Texas.**

8. **Approval of Council Member Bliss's absence from the May 18, 2023, Regular City Council meetings.**

9. **Approval of a Resolution authorizing the City Manager to sign an updated Regional Mutual Aid Agreement between the City of Fair Oaks Ranch, Texas and local government entities and local organizations within the geographic areas covered by the Alamo Area Council of Governments for emergency assistance during emergency events.**

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

VOTE: 6-0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

10. **Consideration and possible action approving a structure for wastewater service rates and fees.**

MOTION: Made by Council Member Koerner, seconded by Council Member Bliss, to approve Scenario 2 of the Utility Rate Study which establishes a wastewater service availability charge, a volumetric rate per 1,000 gallons as determined by average winter consumption and maintains all current fee types.

VOTE: 6-0; Motion Passed.

11. **Consideration and possible action establishing the City's co-sponsorship of a 4th of July Parade with the Fair Oaks Ranch Homeowners' Association; and approving a resolution declaring the parade a public purpose, authorizing street closures for the event, and authorizing the City Manager to execute a Memorandum of Understanding with FORHA.**

MOTION: Made by Council Member Parker, seconded by Council Member Muenchow, to postpone indefinitely the consideration and action of co-sponsoring with FORHA a 4th of July 2023 parade.

VOTE: 6-0; Motion Passed.

12. **Consideration and possible action terminating the declaration of local disaster and providing for an effective date.**

MOTION: Made by Council Member Bliss, seconded by Council Member Koerner, to approve a resolution terminating the declaration of local disaster and providing an effective date of June 1, 2023 for termination.

VOTE: 6-0; Motion Passed.

WORKSHOP

13. **Strategic Communications Plan Update.**

Casey Parker, Multimedia Communications Officer, led a workshop with Council on the Strategic Communications Plan update.

REQUESTS AND ANNOUNCEMENTS

14. Announcements and reports by Mayor and Council Members.

Council Member Stroup announced that the Junior Police Academy would begin June 5, 2023. Chief Moring added that there have been 47 children scheduled to attend – an increase from 39 in 2022.

Council Member Koerner informed everyone that the City has received \$100,194.21 from the Texas Comptroller as a reimbursement for Disabled Veteran Exemption Relief program. Council Member Koerner expects that the City will submit for reimbursement annually.

Mayor Maxton announced that the City has rescinded the Stage 1 designation in the Drought Contingency Plan. The City is not under any contingency which he attributed to the recent rain but also the conservation efforts of the citizens. He urged residents to continue to conserve water to maintain operations without drought contingency. Mayor Maxton also updated the Council on the remodeling project for City Hall. Staff is expected to move back in the building by June 15, 2023. The construction and clean up is expected to be completed by the end of June. Mayor Maxton also reminded citizens to be aware of large equipment in the City over the next few months for the annual street maintenance program.

15. Announcements by the City Manager.

Scott M. Huizenga, Interim City Manager, reminded Council that the budget deliberations will begin at the June 15, 2023 regularly scheduled Council meeting. The discussions will be spread over several meetings and a final schedule will be provided to everyone the week of June 5, 2023. One special meeting is scheduled for Friday, June 23, 2023 to discuss the Strategic Action Plan.

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

Council Member Koerner requested a discussion item to discuss the City Manager position.

CONVENE INTO EXECUTIVE SESSION

City Council convened into Executive Session at 7:37 PM 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:

- 19. 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)

- 20. 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.

City Council did not convene into Executive 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:

- 17. To receive legal advice from Special Counsel and the City Attorney regarding the City’s ground water rights.
- 18. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.

RECONVENE INTO OPEN SESSION

City Council reconvened into Open Session at 9:04 PM.

MOTION: Made by Council Member Muenchow, seconded by Council Member Parker, to authorize the Mayor and Interim City Manager to draft a letter related to the consideration for future location of water and wastewater system improvements.

VOTE: 6-0; Motion Passed.

ADJOURNMENT

Mayor Maxton adjourned the meeting at 9:05 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 15, 2023

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an agreement with the Center for Public Safety Management, LLC for a Fire and EMS Standards of Cover and Utilization Study

DATE: June 15, 2023

DEPARTMENT: Finance

PRESENTED BY: Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

The FY 2022-23 Adopted Budget includes \$55,000 for a Standards of Cover and Utilization Study for Fire and Emergency Medical Services (EMS). The purpose of this study is to provide a performance review of the current delivery of Fire and EMS services, as well as to analyze potential alternative options. The study will provide information on funding options and resources needed to continue these services in the future, whether through contracted service agreements or through the creation of a City Fire Department. Some focus areas of the study are to:

- Assess current and future community risk and service delivery expectations for services.
- Review current demands, including calls for service, day and time of calls, response times, and geographic distribution of incidents.
- Evaluate current resources and infrastructure of current providers and provide recommendations for future resources.
- Identify citizen driven service level expectations.
- Analyze different options and provide a recommendation to the City.

To support this effort, a Request for Proposals was issued on March 23, 2023 to competitively seek firms that provide these services. Responses were due on April 20, 2023 and six proposals were received. An evaluation team met and ranked the proposals based on the following criteria:

- Team Qualifications and Experience
- Project Approach
- Price

After evaluation, the evaluation team selected the Center for Public Safety Management, LLC (CPSM, LLC) as the highest ranked respondent. A proposal was reviewed and negotiated to accomplish this project. The study is anticipated to take approximately 200 days for a cost of \$73,775.00

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Meets Strategic Action Plan item 4.2 – Develop a Long-Term Strategy for Continuity of Fire Services

- Meets Strategic Action Plan item 4.3 – Develop a Long-Term Strategy for Continuity of Emergency Medical Services
- Meets procurement guidelines.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Funds were allocated in the FY 2022-23 Budget in the amount of \$55,000 for this project. Additional funds in the amount of \$18,775 from savings in SAP projects are available to cover the overage.

LEGAL ANALYSIS:

The City’s standard Professional Service Agreement is being utilized for this project.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing the execution of an agreement with the Center for Public Safety Management, LLC. for a Fire and EMS Standards of Cover and Utilization Study in the amount of \$73,775.00.

A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC. FOR A FIRE AND EMS STANDARDS OF COVER AND UTILIZATION STUDY, EXPENDITURE OF THE REQUIRED PROJECT FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City of Fair Oaks Ranch (the “City”) has deemed it necessary to conduct a Fire and EMS Standards of Cover and Utilization Study (“Project”); and,

WHEREAS, the cost for this Project is \$73,775.00; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch supports the Project and authorizes the execution of an Agreement with the Center for Public Safety Management, LLC.

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

- Section 1.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2.** The City Council hereby reaffirms its support of the Project and authorizes the execution of the Agreement and the expenditure of the required Project funds.
- Section 3.** The City Council hereby authorizes the City Manager to execute an agreement with the Center for Public Safety Management, LLC, in the amount of \$73,775.00 for a Fire and EMS Standards of Cover and Utilization Study, to expend required project funds, and to execute any and all applicable documents to effectuate this resolution.
- Section 4.** That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.
- Section 5.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.
- Section 6.** This resolution is effective upon its passage and approval.

PASSED, APPROVED, and ADOPTED on the 15th day of June 2023.

ATTEST:

Gregory C. Maxton, Mayor
 APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

Denton Navarro Rocha Bernal & Zech, P.C.,
 City Attorney

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
§
KENDALL COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and the Center for Public Safety Management, LLC. (“Professional”).

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

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

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

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

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability

to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work. For this project the Anticipated Schedule for Completion is attached as Exhibit C.

Section 6. Insurance.

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

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

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

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

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

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence.

Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

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

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

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

Section 7. Miscellaneous Provisions.

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

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

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall

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

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

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

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

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of

materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

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

Section 8. Termination.

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

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of

termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

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

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which

notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

25. Boycott Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

26. Energy Company Boycotts. Professional represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Professional shall promptly notify City.

27. Firearm Entities and Trade Association Discrimination. Professional verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Professional shall promptly notify City.

EXECUTED, by the City on _____.

CITY:

PROFESSIONAL:

By: _____

By: _____

Name: Scott Huizenga

Name:

Title: Interim City Manager

Title: _____

ADDRESS FOR NOTICE:

CITY

PROFESSIONAL

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

CPSM, LLC
475 K. Street NW, Suite 702
Washington, DC 20001

EXHIBIT A SCOPE OF SERVICES

Fire Department Organizational Analysis

- All meetings (virtual and in-person).
- SME Research, Analysis, and Report Writing.
- One site visit and stakeholder meetings.
- Review of current operations.
- Community Risk Profile.
- Comprehensive data analysis of 3rd party agencies that analyzes current demands for Fire and EMS, including calls for service, day and time of calls, response times, and geographic distribution of incidents.
- Conduct a community risk assessment and critical task analysis for Fire and EMS incidents.
- Evaluate Fire and EMS resources, inclusive of stations, apparatus, water capacity, fire flow and resource distribution.
- Gather information on community expectations regarding fire safety, emergency medical services and code compliance life safety practices.
- Review and describe best practices for Fire and EMS staffing and utilization in cities with populations between 10,000 and 15,000.
- Determine and recommend coverage and resources needed in relationship to community risks and service delivery expectations.
- Review the current 3rd party service delivery model and provide recommendations regarding three, five, ten-year, and buildout growth projections based on community goals and performance indicators (service delivery expectations).
- Review Fire and EMS 3rd party provider resources and provide complete report of current resource utilization, i.e., what service providers are doing right, areas for improvement, and recommendations to ensure service providers are resourced in a manner that provides for a safe community.
- Identify opportunities to maintain/improve efficient and effective operations.
- Conduct a community survey to determine citizen driven service level expectations.
- Recommendations and alternatives for Fire and EMS services.
- Development of draft report data and operational report.
- Delivery of final report with recommendations and planning objectives as outlined in scope of services.

EXHIBIT B COMPENSATION

Task	Fee
Project Kickoff Meeting	No Fee
Operational, Administrative, Response and Workload Data and Information Request	No Fee
Virtual/Conference Calls through-out project timeline	No Fee
On-Site Operations Team Site Visit	20% of Total Contract Fee
Delivery of Draft Data Analysis <ul style="list-style-type: none">▪ Response Time Analysis▪ Workload Analysis	30% of Total Contact Fee
Delivery of Draft Final Report	40% of Total Contract Fee
Delivery of Final Report	10% of Total Contract Fee
Total Fee	\$73,775

EXHIBIT C SCHEDULE OF COMPLETION

Milestone Timeline	Milestone or Task	Description
1	Full execution of the agreement	Agreement completed between City and CPSM.
2 7-14 days	Project Kickoff Meeting	CPSM will conduct a virtual meeting with City’s project team. Our project manager will kick off the project by introducing our team, clarifying, and confirming expectations, detailing study parameters, discussing our proposed approach and schedule, and commencing information and data gathering.
3 7 days	Administrative, Operational, and Response Data Requests We will provide instructions for uploading materials to our cloud storage system.	Immediately following the kickoff meeting, our Project Manager will deliver an information request to the City. This request will provide us with a detailed understanding of the City’s current Fire and EMS services. Additionally, our Data Analysis Lead will submit a preliminary data request, which will evaluate the quality of the CAD system data. This will be followed by a comprehensive request for data from the CAD system and the third party’s NFIRS report information to conduct a response and workload analysis from these records management systems.
4 These two analyses overlap and are continuous until the Final Operational Report is delivered	Response Data Analysis Commences Operational Analysis Commences	Once our Data Team is confident the CAD and NFIRS data are accurate, they will certify that they have all the data necessary to complete the analysis, and data analysis will commence. Our Operations Team will review the data and information uploaded to our cloud file and begin the Operational Analysis. During this period, our Project Manager and operations team will gather additional information as they build the background information for the Assessment Report through virtual meetings, email requests, and conference calls.
6 90 days	Community Survey <i>Overview of community expectations for services</i>	CPSM will conduct an electronic community survey to elicit and analyze citizen input and expectations regarding Fire and EMS services. This analysis will be provided to the city when completed and included in the final report.

<p>5 100 days</p>	<p>Deliver Draft Data Analysis Report</p> <p><i>Overview of current demand for services</i></p>	<p>Our Data Team will provide the City a Draft Data Analysis Report for review. The City will provide CPSM with a consolidated set of comments on the report that CPSM will address and incorporate.</p>
<p>6 100 days</p>	<p>Operations Team Onsite Visit</p>	<p>Once the Draft Data Analysis is in draft form, and the operations team has completed the background information sections of the Operational Analysis, our Project Manager will schedule an onsite visit. The purpose of the initial onsite visit is to conduct internal and external stakeholder meetings, conduct further administrative and operational program analysis, and standards of cover analysis.</p>
<p>7a 170 days</p>	<p>Deliver Draft Final Assessment Report <i>Best practices for determining staffing and utilization in comparable cities identified Staffing methodology that can be replicated, including recommendations for the next 5–10 year</i></p>	<p>CPSM will deliver to the City a draft report that includes the data analysis and components in the scope of work. The City will provide CPSM with a consolidated set of comments on the report, which CPSM will address and incorporate.</p>
<p>7b 200 days</p>	<p>Deliver Final Assessment Report</p>	<p>CPSM will deliver a final Assessment Report to the City as specified in the proposal.</p>
<p>Total Elapsed Time: 200 days</p>		

EXHIBIT "D"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Fair Oaks Ranch accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Fair Oaks Ranch shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Fair Oaks Ranch shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Fair Oaks Ranch will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Fair Oaks Ranch as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Fair Oaks Ranch of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Fair Oaks Ranch.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.

- 12. Contractual Liability must be maintained covering the Professionals obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- 13. Upon request, Professional shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
- 14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Fair Oaks Ranch within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Fair Oaks Ranch, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fair Oaks Ranch. The certificate of insurance and endorsements shall be sent to:

City of Fair Oaks Ranch
emailed to: choelscher@fairoaksranchtx.org
Attn: Clayton Hoelscher, Procurement Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

EXHIBIT "E"
EVIDENCE OF INSURANCE



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 15, 2023

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an agreement with Lopez Salas Architects, Inc. for Design Services for a Civic Center

DATE: June 15, 2023

DEPARTMENT: Finance

PRESENTED BY: Clayton Hoelscher, Procurement Manager
Grant Watanabe, P.E., Director of Public Works & Engineering Services

INTRODUCTION/BACKGROUND:

The Adopted FY 2022-23 budget included \$412,815 for the Civic Center Project. The City is seeking a firm to provide professional facility planning, design and construction phase services for a new Civic Center. The design will be for a new 3,000-5,000 square foot community Civic Center to provide flexible, highly functional meeting and event space. The Center will be located on city-owned property and the exterior facade will match the hill country theme of the municipal campus. In addition to designing and providing construction phase services, the consultant will also:

- Conduct workshops with City Staff and City Council to develop consensus on project goals, intended uses, site location, estimated budget and other city needs.
- Facilitate meetings with the public and stakeholders to get input from potential users.
- Present opinions of probable construction cost at multiple phases of the design process.
- Provide updates at multiple City Council meetings.

To support this effort, a Request for Qualifications was issued on March 23, 2023. Responses were due on April 13, 2023 and five submittals were received. An evaluation team met and ranked the proposals based on the following criteria:

- Team Qualifications and Experience
- Project Approach
- Quality Control/Quality Assurance

After evaluation, the City selected Lopez Salas Architects, Inc. as the highest ranked respondent. A fee proposal in the amount of \$272,219.00 was negotiated for this project. This includes \$262,719.00 for basic services (schematic design through construction administration), inclusive of normal structural and mechanical-electrical engineering, civil engineering, landscape architecture and irrigation engineering, and \$9,500.00 for additional services (tree and topographic survey, soils investigation).

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 3.5 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable City Facilities
- Complies with procurement requirements for professional services.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Funds were allocated in the FY 2022-23 Budget in the amount of \$412,815.00 in Account 02-504-102 for this project. Future funds will need to be budgeted for construction.

LEGAL ANALYSIS:

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

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing the execution of an agreement with Lopez Salas Architects, Inc. for Design Services for a Civic Center for \$272,219.00 with a 10% contingency in the amount of \$27,221.90, for a total value not to exceed \$299,440.90.

A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING EXECUTION OF AN AGREEMENT WITH LOPEZ SALAS ARCHITECTS, INC. FOR DESIGN SERVICES FOR A CIVIC CENTER, EXPENDITURE OF THE REQUIRED PROJECT FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City of Fair Oaks Ranch (the “City”) has deemed it necessary to design a Civic Center (“Project”); and,

WHEREAS, the cost for this Project is \$299,440.90; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch supports the Project and authorizes the execution of an Agreement with Lopez Salas Architects, Inc.

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

Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 2. The City Council hereby reaffirms its support of the Project and authorizes the execution of the Agreement and the expenditure of the required Project funds.

Section 3. The City Council hereby authorizes the City Manager to execute an agreement with Lopez Salas Architects, Inc., in the amount not to exceed \$299,440.90, including contingency, for Design Services for a Civic Center, to expend required project funds, and to execute any and all applicable documents to effectuate this resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

Section 5. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on the 15th day of June 2023.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

Denton Navarro Rocha Bernal & Zech, P.C.,
City Attorney

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
KENDALL COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and Lopez Salas Architects, Inc. (“Professional”).

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

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

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

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

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability

to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work. For this project the Anticipated Schedule for Completion is attached as Exhibit C.

Section 6. Insurance.

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

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

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

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

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

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence.

Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

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

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

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

Section 7. Miscellaneous Provisions.

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

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

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall

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

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

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

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

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of

materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

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

Section 8. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of

termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

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

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which

notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

25. Boycott Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

26. Energy Company Boycotts. Professional represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Professional shall promptly notify City.

27. Firearm Entities and Trade Association Discrimination. Professional verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Professional shall promptly notify City.

EXECUTED, by the City on _____.

CITY:

PROFESSIONAL:

By: _____

By: _____

Name: Tobin Maples, AICP

Name:

Title: City Manager

Title: _____

ADDRESS FOR NOTICE:

CITY

PROFESSIONAL

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

Lopez Salas Architects, Inc.
Attn: Robert Lopez, AIA
237 W. Travis, Suite 201
San Antonio, TX 78205

**EXHIBIT A
SCOPE OF SERVICES**

Scope of Work

The project is based on the City’s RFQ and consists of facility planning, design and construction administration phase services for a new 3,000 - 5,000 SF community Civic Center. The facility design will provide flexible, highly functional meeting and event space located on city-owned property. The exterior façade will match the unique hill country theme of the municipal campus. The facility support spaces will include a semi-commercial style kitchen and restrooms to support events and meetings. An outdoor seating area is desired. Some of the potential uses for the facility will include City Council meetings, Commission/Board/Committee meetings, Municipal Court, FORHA/HOA meetings, Town Hall meetings, Voting Location, Local business or civic organizations and Private events.

Fee Proposal

Thank you for the opportunity to provide a Fee Proposal for this project. We are looking forward to assisting the City of Fair Oaks Ranch with this important project.

Based on our knowledge of the Scope of Work outlined in your RFQ and our meeting on site, we propose a total fee for the Basic Scope requested of **\$262,719** that includes the requested meetings and presentations to City Council, Municipal Development District and the general public.

The requested Additional Engineering Services not included in the above fee will be **\$9,500** for Site Survey and Soils Investigations.

Please review this information along with the full Proposal/Agreement included and let us know if you have any questions or need additional information in the interim.

OUR PROMISE

We promise to listen.
We promise to help you do more with less.
We promise to follow through.

We will Deliver

PROJECT SCOPE

The project consists of a new single story building of approximately 5,000 sq. ft. on one of two sites located at the City’s facility 7286 Dietz Elkhorn in Fair Oaks Ranch, Texas. including site improvements. The project construction budget has not been determined but is expected to be in the range of \$400 - \$425 per s.f..

BASIC SERVICES

1. **Facility Planning** - We will facilitate a series of workshops with city staff and elected officials to develop consensus on project goals, intended uses, site location, estimated budget and other city needs. These sessions will inform the development of a facility requirements document to memorialize facility planning decisions to be used as a basis for the Schematic Design phase.

2. **Schematic Design** - Based on site and program information you have completed, we will prepare a site plan study illustrating the size and relationship of the project components. We will develop design sketches to determine the scale and character of the project. We will prepare schematic floor plan/s and color rendered exterior elevations. We will prepare a preliminary opinion of probable construction cost.

3. **Design Development** - Based on the approved schematic design work, we will prepare additional drawings and other documents to fix and describe the size and character of the project. We will revise the opinion of probable construction cost, as required.

During this phase, our consultants will determine the structural and mechanical-electrical requirements and systems to be used, as appropriate.

4. **Construction Documents** - Based on the approved design development work, we will prepare architectural construction drawings and specifications setting forth the requirements for the construction of the project. The drawings will be prepared utilizing Building Information Modeling software (BIM). We will also assist you in preparing the conditions of the contract for construction.

During this phase, our consultants will prepare the drawings and specifications for the structural and mechanical-electrical engineering portions of the project.

5. **Bidding or Negotiation** - We will assist you in obtaining General Contractor bids or negotiated proposals and in preparing and awarding a contract for construction.

6. **Construction Administration** - We, assisted by our consultants, will provide administration of the construction contract consisting of the following services:
a. Observe the project to become familiar with the progress of the work and prepare field reports.
b. Interpret the requirements of the contract documents.
c. Review appropriate shop drawings and other submittal.

- d. Review and issue the contractor's Application and Certificate for Payment.
- e. Prepare change orders in accordance with the contract documents.
- f. Observe construction to determine the dates of substantial completion and final completion.

REQUESTED ADDITIONAL SERVICES

The Owner has requested the following Additional Services to be included in our Basic Services Proposal:

- Site Tree and Topography Survey
- Geotechnical Survey and Report
- Special Meetings: 4-City Council Presentation Meetings
- Special Meetings: 2-General Public Presentation Meetings
- Special Meetings: 1-Development District Presentation Meeting

ADDITIONAL SERVICES

Additional Services include any work that is not outlined as part of the Basic Services above and/or any work required beyond the limitations set forth in this proposal. If our work proceeds based on an approved design and changes are later required, the extra work necessary to make the changes will be done as an additional service. The following can also be provided as additional services, if you desire:

1. Interior Design Services - We can design or select interior furnishings, artwork or special interior finishes. We can prepare bidding documents, provide bidding/ negotiation and contract administration services.
2. Sign/Graphics Design- We can provide design and documentation for exterior project and/or construction site signs, interior building graphics and sign standards, as you may require.
3. Permitting Application Services – We can provide services to process permit documents and applications through the regulatory process and tracking progress prior to Contractor’s involvement. We will schedule a Pre-Conference (Plan Intake) meeting with the City of Fair Oaks Ranch Development Services to prepare for the permit submittal. We will file all applications for permits with appropriate governmental authorities and resolve all issues in connection with the issuance of required permits to Owner and/or Contractor for the development and construction of the Project.
4. Regulatory/Architectural Review Committee – We can provide additional services to represent Client in required presentations to Review Boards that were not included in the Owner Requested Additional Services.

5. Photo-Realistic Renderings and Building Models: We can prepare photo-realistic renderings and/or scale models of the project.

CONSULTANT SERVICES

We will rely on outside professional firms to provide mechanical-electrical engineering and other consulting services necessary for the design of the project.

BASIC COMPENSATION

Compensation for Basic Services (Schematic Design through Construction Administration), inclusive of normal structural and mechanical-electrical engineering, civil engineering, landscape architecture and irrigation engineering, will be a stipulated fixed fee of Two Hundred Sixty Two Thousand Seven Hundred Nineteen dollars (\$262,719).

Basic Services Compensation also includes Owner requested Special Meetings:

- 4-City Council Presentation Meetings
- 2-General Public Presentation Meetings
- 1-Development District Presentation Meeting

Payments for Basic Services will be made monthly based on the percentage of work completed within each phase of the work. Deliverables for each Basic Service will be as follows:

Design Phase	Billing
• Facility Planning Phase	\$6,900
• 30% Design Phase (Conceptual Design).	\$36,159
• 60% Design Phase (Development of the Design).	\$48,212
• 90% Design Phase (Preparation of Construction,	\$87,130
• 100% Design Phase (Final Owner Review Documents).	\$12,053
• Bidding & Procurement Phase.	\$12,053
• Construction Administration Phase. (15 payments @ \$4014)	\$60,212

ADDITIONAL SERVICE COMPENSATION

Compensation for the Requested Additional Services not included in fee above will be billed separately at the completion of each service:

• Tree and Topographical Survey	\$5,000
• Soils Investigations Report (Geotechnical Engineering).	\$4,500

**EXHIBIT B
COMPENSATION**

EXHIBIT B: Standard Hourly Rates for Prime



COMPENSATION SCHEDULE FOR SERVICES

STANDARD HOURLY RATES January 2022

<u>RATE PER HOUR</u>	<u>CLASSIFICATION</u>
\$215	Senior Principal/Partner
\$180	Principal
\$150	Sr. Architect/Sr. Project Manager
\$130	Architect/Project Manager
\$115	Architect Intern III/Interiors III
\$99	Architect Intern II/Interiors II
\$85	Architect Intern I/Interiors I
\$75	CAD support
\$60	Admin. & Support Staff

The specific hourly rate within each classification listed above is dependent on the experience and qualifications of the personnel needed for the project. Individual billing rates will fall within the range outlined above and will be rounded off to the nearest five-dollar amount.

**EXHIBIT C
SCHEDULE OF COMPLETION**

EXHIBIT A: Proposed Project Schedule

After receiving a written "Notice to Proceed", we propose the following schedule based on our current knowledge of your needs and your project. Our invoices will be submitted monthly based on the percentage of work completed.

Durations do not include Owner review time for each phase submittal.

Design Phases	Duration
Facility Planning Phase	1.5 months
30% Design Phase (Conceptual):	1.5 months
60% Design Phase:	2 months
90% Design Phase:	2 months
100% Design Phase:	2 weeks

Bidding & Construction	Duration
Permitting/Procurement:	2 months
Construction Administration:	15 months*

** Construction Phase will depend on the quality of the Contractor selected and his schedule and availability of crews.*

EXHIBIT "D"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Fair Oaks Ranch accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Fair Oaks Ranch shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Fair Oaks Ranch shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Fair Oaks Ranch will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Fair Oaks Ranch as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Fair Oaks Ranch of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Fair Oaks Ranch.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.

- 12. Contractual Liability must be maintained covering the Professionals obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- 13. Upon request, Professional shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
- 14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Fair Oaks Ranch within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Fair Oaks Ranch, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fair Oaks Ranch. The certificate of insurance and endorsements shall be sent to:

City of Fair Oaks Ranch
emailed to: choelscher@fairoaksranchtx.org
Attn: Clayton Hoelscher, Procurement Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

EXHIBIT "E"
EVIDENCE OF INSURANCE

*WILL BE OBTAINED PRIOR TO CONTRACT EXECUTION



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
June 15, 2023

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing the execution of an agreement with Safeware, Inc. for a High-Water Detection System

DATE: June 15, 2023

DEPARTMENT: Finance

PRESENTED BY: Clayton Hoelscher, Procurement Manager
 Julio Colunga, Assistant Director of Public Works

INTRODUCTION/BACKGROUND:

At the March 16, 2023 Council meeting, City staff and consultants conducted a Drainage CIP Update workshop. Several options and associated cost estimates for the Rolling Acres Trail Low Water Crossing (CIP#5) were presented. The preferred option was installation of a High-Water Detection System (a.k.a. High-Water Alert Lifesaving Technology, or HALT system). To improve effectiveness, the Council asked that the system close both lanes on both sides of the low water crossing to prevent motorists from driving around the gate arms when lowered.

To support this effort, staff researched different options. The proposed solution is a High Sierra Electronics brand system for a purchase amount of \$172,859.98. The cost includes 26-foot gate arms capable of closing both traffic lanes. The cost is turn-key, inclusive of system installation, one year of preventative maintenance, and one year of software subscription service. Benefits of this system include:

- Detects and monitors real-time rainfall and rising water conditions around the clock.
- Activates flashing beacons and warning message signs.
- Stops vehicles driving through floodwaters with automatic road barrier gates.
- Sends automatic alerts and detailed notifications to key personnel and emergency responders.
- Publicly displays real-time road hazard and closure data on the web.

The City intends to purchase this through Safeware, Inc. by utilizing the Omnia Purchasing Cooperative. As a member of the purchasing co-op, the City can utilize pricing that has been competitively bid on a larger scale. This also fulfills our competitive requirements.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Strategic Action Plan items for Responsible Growth Management and Reliable and Sustainable Infrastructure.
- Improves public safety by providing real-time low water crossing status, alerts emergency personnel when floodwaters rise, and automatically closes the low water crossing when unsafe to pass.
- Utilizes the purchasing cooperative which allows the City to take advantage of pricing competitively bid on a larger scale. Complies with Competitive Procurement Requirements.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgeted \$566,773 this fiscal year for drainage improvements at the Rolling Acres Trail low water crossing. The cost of the High-Water Detection System is below budget.

LEGAL ANALYSIS:

The Contractor will be required to sign and adhere to the City's Standard Construction Agreement prior to the commencement of work. A copy is attached.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing the execution of an agreement with Safeware, Inc. for \$172,859.98 with a 5% contingency in the amount of \$8,642.99, for a total value not to exceed \$181,502.97.

A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING EXECUTION OF AN AGREEMENT WITH SAFEWARE, INC. FOR THE PURCHASE AND INSTALLATION OF A HIGH-WATER DETECTION SYSTEM, EXPENDITURE OF THE REQUIRED PROJECT FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City of Fair Oaks Ranch (the “City”) has deemed it necessary to purchase and install a High-Water Detection System (“Project”); and,

WHEREAS, the cost for this Project is \$181,502.97.00; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch supports the Project and authorizes the execution of an Agreement with Safeware, Inc.

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

- Section 1.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2.** The City Council hereby reaffirms its support of the Project and authorizes the execution of the Agreement and the expenditure of the required Project funds.
- Section 3.** The City Council hereby authorizes the City Manager to execute an agreement with Safeware, Inc., in the amount of \$181,502.97, including contingency, for the purchase and installation of a High-Water Detection System, to expend required project funds, and to execute any and all applicable documents to effectuate this resolution.
- Section 4.** That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.
- Section 5.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on the 15th day of June 2023.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

Denton Navarro Rocha Bernal & Zech, P.C.,
City Attorney

**CITY OF FAIR OAKS RANCH
CONSTRUCTION AGREEMENT**

**THE STATE OF TEXAS §
 §
KENDALL COUNTY §**

This Construction Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and Safeware, Inc. (“Contractor”).

Section 1. Duration. This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”.

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

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

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

Section 3. Compensation.

(A) The Contractor shall be paid in the manner set forth in Exhibit “A” and as provided herein.

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

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

Section 4. Time of Completion.

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Project shall be completed for inspection and acceptance by the City on or before September 30, 2023.

Section 5. Insurance.

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

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

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

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

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a

subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

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

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

Section 6. Miscellaneous Provisions.

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

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

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

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

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

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

Section 7. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed

at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification. Contractor agrees to indemnify and hold the City of Fair Oaks Ranch, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the Work or goods performed or provided by Contractor – expressly including those arising through strict liability or under the constitutions of the United States.

Section 9. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 11. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver. Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Kendall County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Kendall County, Texas.

Section 14. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 16. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit. City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained

in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

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

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

24. Boycott Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

25. Energy Company Boycotts. Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify City.

26. Firearm Entities and Trade Association Discrimination. Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify City.

27. Sales Tax. The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act") and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the services to be provided under this Contract, tangible personal property purchased for use in the performance of this Contract and not completely consumed, or other taxable services used to perform this Contract, or other taxes required by law in connection with this Contract.

28. Compliance with Laws, Charter, Ordinances. Contractor, its agents, employees and subcontractors must comply with all applicable federal and state laws, the ordinances of the City of Fair Oaks Ranch, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Contractor must obtain all necessary permits, bonds and licenses that are required in completing the work contracted for in this agreement.

EXECUTED on _____.

CITY:

CONTRACTOR:

By: _____

By: _____

Name: Scott Huizenga

Name: _____

Title: Interim City Manager

Title: _____

ADDRESS FOR NOTICE:

CITY

CONTRACTOR

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

Safeware, Inc.
Attn: Kenneth Crawford
510 Eastpark Court Suite # 120
Sandston, VA 23150

Exhibit "A"
SCOPE OF SERVICES

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

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Quote Expires On: 07/30/2023

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 132910
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Ship To:
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

210-698-0900

Requested By: Julio Colunga

<i>PO Number</i>	<i>Taker</i>	<i>Email</i>
QUOTE High Sierra High Water Detection System REV2	Angie Austin	aaustin@safewareinc.com
<i>Freight Terms</i>	<i>Phone</i>	<i>Fax</i>
Freight Paid	804-236-0579	804-800-4490
<i>Sales Representative</i>		
Kenneth Crawford		

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i> <i>Unit Size</i>	<i>Unit</i> <i>Price</i>	<i>Extended</i> <i>Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i> <i>Unit Size</i>	<i>Disp.</i>				
1.00	0.00	1.00	EA	1.0	HSE 7410-20 Traffic Pole Assembly Includes 7410-01 16' Breakaway Pole, 7410-11 Square Base with Extended Neck, 7410-10 4" Cap and 7415-02 Anchor Bolts, Nuts & Washer Kit	EA	2,088.85	2,088.85
1.00	0.00	1.00	EA	1.0	HSE 5950-02 Aluminum Telemetry Cabinet with 3-Point Security Latch and Key Lock (26"x17"x16"). Includes 8' 6" Antenna Mast, Mast Cover, and Rain Gauge Adapter.	EA	1,640.39	1,640.39
1.00	0.00	1.00	PR	1.0	HSE 5940-02 Cabinet Saddle Brackets (2) with 4" U-Bolts for Metal Pole Mounting.	PR	189.05	189.05
1.00	0.00	1.00	EA	1.0	HSE 7410-12 4 Vandal Cone for Cabinet Bracket U-bolt	EA	66.78	66.78
1.00	0.00	1.00	EA	1.0	HSE 7300-04 Antenna Mast to Traffic Pole Mounting Kit (Pair)	EA	247.99	247.99
1.00	0.00	1.00	EA	1.0	HSE 7300-02 Antenna Mast, 8.5 ft x 1-14	EA	148.17	148.17
1.00	0.00	1.00	EA	1.0	HSE 7307-02	EA	293.92	293.92

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Suite # 120
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804-236-0579
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<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>	<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>	<i>Price</i>	<i>Price</i>
				1.0	Antenna Mast Cover for Traffic Cabinet			
1.00	0.00	1.00	EA		HSE 3582-30	EA	6,373.42	6,373.42
				1.0	ALERT2 HydroMet Controller (Master or Remote). Includes: Model 3512-00 HydroMet Data Logger, ALERT2 Transceiver, Ritron Radio (148 to 174 MHz) Radio, Lightning Protection (VHF GPS), 5315-01 Solar Charger Load Control Mounted on a L-Panel Assy	1.0		
1.00	0.00	1.00	EA		HSE 7135-12	EA	431.69	431.69
				1.0	GPs Antenna Kit for Cabinet, No LPD, 5' RG58 Antenna Cable TNC to N-Type, 7131-00 Antenna, 7133-00 Mounting Brkt.	1.0		
1.00	0.00	1.00	EA		HSE 2400-15	EA	1,506.42	1,506.42
				1.0	Rain Gauge Top Section w/Tipping Bucket Mechanism and 25' Signal Cable. (Cal: 1mm/Tip)	1.0		
1.00	0.00	1.00	EA		HSE 6640-00	EA	1,836.35	1,836.35
				1.0	15 PSI Pressure Transducer with 35' Submersible Cable, Desiccant Box, Signal Conditioning Module, and 12' Signal Cable	1.0		
65.00	0.00	65.00	FT		HSE 6640-01	FT	4.47	290.55
				1.0	Addition Feet of Extra Submersible Cable for a Total Length of 100'/each. (price per foot) NOTE: Estimated length subject to verification prior to order submittal.	1.0		
1.00	0.00	1.00	EA		HSE 5306-01	EA	947.89	947.89
				1.0	55 Watt Solar Panel with 25' Cable and Mounting Bracket for 4" Pole	1.0		
1.00	0.00	1.00	EA		HSE 7110-00	EA	183.09	183.09
				1.0	Omni-Directional VHF Antenna with VHF 3dB Gain, 169 to 173 MHz	1.0		
1.00	0.00	1.00	EA		HSE 7150-17	EA	99.73	99.73
				1.0	Antenna Cable (Omni) Includes: 23 ft RG58 Cable with (M) PL-259 and (M) BNC Connector and (M) Type-N to (F) BNC Adapter. Use with Traffic Cabinet Mount	1.0		
1.00	0.00	1.00	EA		HSE 5611-00	EA	530.03	530.03
				1.0	12V 100 Amp Hour Sealed Solar Battery	1.0		

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<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i> <i>Unit Size</i>	<i>Disp.</i>				
SUBTOTAL								
Line items sub-total:								16,874.32
2.00	0.00	2.00	EA	1.0	HSE 7410-20 Traffic Pole Assembly Includes 7410-01 16' Breakaway Pole, 7410-11 Square Base with Extended Neck, 7410-10 4" Cap and 7415-02 Anchor Bolts, Nuts & Washer Kit	EA	2,088.85	4,177.70
2.00	0.00	2.00	EA	1.0	HSE 5940-00 Cabinet, 26 x 17 x 16in Includes: 26 x 17 x 16 in Aluminum Weather Resistant Cabinet with Door Handle and Key Lock. Mounting Brackets sold Separately.	EA	1,316.06	2,632.12
2.00	0.00	2.00	PR	1.0	HSE 5940-02 Cabinet Saddle Brackets (2) with 4" U-Bolts for Metal Pole Mounting.	PR	189.05	378.10
2.00	0.00	2.00	EA	1.0	HSE 7410-12 4 Vandal Cone for Cabinet Bracket U-bolt	EA	66.78	133.56
2.00	0.00	2.00	EA	1.0	HSE 7300-04 Antenna Mast to Traffic Pole Mounting Kit (Pair)	EA	247.99	495.98
2.00	0.00	2.00	EA	1.0	HSE 7300-02 Antenna Mast, 8.5 ft x 1-14	EA	148.17	296.34
2.00	0.00	2.00	EA	1.0	HSE 7307-02 Antenna Mast Cover for Traffic Cabinet	EA	293.92	587.84
2.00	0.00	2.00	EA	1.0	HSE 3582-34 ALERT2 HydroMet Controller (Remote) Model 3512-00 HydroMet Data Logger, Model 3701-00 VHF (148 to 174 MHz) Radio, and Model 5315-01 Solar Charger Load Control. Mounted on L-Panel Assembly. Use with Barrier Gate Operator Control and Monitoring	EA	6,513.15	13,026.30
2.00	0.00	2.00	EA	1.0	HSE 7135-12 GPs Antenna Kit for Cabinet, No LPD, 5' RG58 Antenna Cable TNC to N-Type, 7131-00 Antenna, 7133-00 Mounting Brkt.	EA	431.69	863.38
4.00	0.00	4.00	EA		HSE 5826-01	EA	508.34	2,033.36

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<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		
				1.0	Signal Light; Includes the following: (1) 12 in Dia. Red LED Signal Light, Housing, Mounting Hardware and Cap Visor	1.0		
2.00	0.00	2.00	EA		HSE 5308-01	EA	1,034.75	2,069.50
				1.0	Solar Panel (90 W); Includes: 25 ft Cabl Mounting Bracket for 4 in to 6 in Pole	1.0		
2.00	0.00	2.00	EA		HSE 7110-00	EA	183.09	366.18
				1.0	Omni-Directional VHF Antenna with VHF 3dB Gain, 169 to 173 MHz	1.0		
2.00	0.00	2.00	EA		HSE 7150-17	EA	99.73	199.46
				1.0	Antenna Cable (Omni) Includes: 23 ft RG58 Cable with (M) PL-259 and (M) BNC Connector and (M) Type-N to (F) BNC Adapter. Use with Traffic Cabinet Mount	1.0		
2.00	0.00	2.00	EA		HSE 9080-01	EA	3,995.29	7,990.58
				1.0	BGO Barrier Gate Operator Interface Unit	1.0		
2.00	0.00	2.00	EA		HSE 9080-26	EA	13,776.47	27,552.94
				1.0	Automatic Hydraulic Barrier Gate Operator includes: Barrier Gate, 26 Foot Gate arm with mounting hardware/spring, cabinet, foundation plate and wiring to accommodate loop detectors (not supplied)	1.0		
2.00	0.00	2.00	EA		HSE 9080-46	EA	558.21	1,116.42
				1.0	EMX Preformed Loop for Loop Detector 4x10 foot loop, 50 ft lead-in cable	1.0		
2.00	0.00	2.00	EA		HSE 2620-40	EA	428.71	857.42
				1.0	Road Sign: "WATCH FOR WATER ON ROAD"; 36X36	1.0		
2.00	0.00	2.00	PR		HSE 5850-01	PR	78.88	157.76
				1.0	Sign Brackets (Pair) for 4 in Pole Mount Used with Model 5850-00	1.0		
4.00	0.00	4.00	EA		HSE 5611-00	EA	530.03	2,120.12
				1.0	12V 100 Amp Hour Sealed Solar Battery	1.0		
							<i>SUBTOTAL</i>	
							<i>Line items sub-total:</i>	67,055.06
1.00	0.00	1.00	EA		HSE 3345-24-NM-SN	EA	6,992.77	6,992.77

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Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
				1.0	ALERT2 Base Station Transceiver Includes; HSE 2U DesktopRack Mount Enclosure, Encoder and Decoder Subsystems w/RSSI Indicator, VHF 148 to 174 MHz Radio, (Specify Radio Frequency)	EA		
1.00	0.00	1.00	EA	1.0	HSE 7135-12	EA	431.69	431.69
				1.0	GPs Antenna Kit for Cabinet, No LPD, 5' RG58 Antenna Cable TNC to N-Type, 7131-00 Antenna, 7133-00 Mounting Brkt.	EA		
1.00	0.00	1.00	EA	1.0	HSE 7170-01	EA	1,706.61	1,706.61
				1.0	Antenna VHF Bandpass Single Cavity Filter, 148 to 174MHz. Specify Frequency	EA		
1.00	0.00	1.00	EA	1.0	HSE 5602-00	EA	117.60	117.60
				1.0	Battery, 12V, 12 Amp Hour	EA		
1.00	0.00	1.00	EA	1.0	HSE 7101-00	EA	1,964.89	1,964.89
				1.0	Antenna (Omni) w/VHF 6dB, Directional High Gain, 21 ft. length. Ships via Truck Freight	EA		
1.00	0.00	1.00	EA	1.0	HSE 7150-12	EA	407.87	407.87
				1.0	Omni Antenna with VHF 3dB Gain 169-173 MHz.	EA		
1.00	0.00	1.00	EA	1.0	HSE OR-1201-2	EA	7,764.71	7,764.71
				1.0	12-month managed and hosted application service subscription includes: Contrail Base Station: 50 sensor limit, 1 client website - Contrail Inventory Plus - Analytics.	EA		
1.00	0.00	1.00	EA	1.0	HSE OR-9101	EA	3,882.36	3,882.36
				1.0	Includes: - Server setup, OS configuration - Installation and configuration of Contrail application - Loading of site and sensor definitions, thresholds, alarms, rating tables, web theme and maps Contrail Setup and Configuration	EA		
1.00	0.00	1.00	EA	1.0	HSE OR-9202	EA	588.24	588.24
				1.0	Webinar on-line training session End-User and Administrator Contrail on-site training is required for Contrail Server installations	EA		
1.00	0.00	1.00	EA	1.0	HSE MATERIALS-113870	EA	4,235.29	4,235.29
				1.0	Installation Materials purchased locally	EA		

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
10005405	
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Quote Expires On: 07/30/2023

Contract No: OMNIA Contract #4400008468

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		
					while on site to mount antenna on City-owned building. Includes additional cable, mounting clamps, brackets, etc.			
							<i>SUBTOTAL</i>	
							<i>Line items sub-total:</i>	28,092.03
1.00	0.00	1.00	EA	1.0	HSE PROJECT MGMT Dedicated Project Manager at HSE to serve as primary interface with City's representative in all matters pertaining to execution of the project	EA	2,456.47	2,456.47
1.00	0.00	1.00	HR	1.0	HSE SITE SURVEY Survey of Site to Evaluate Suitability of site for intended use, document any safety And environmental concerns, and determine site preparation and equipment required.	HR	1,293.27	1,293.27
1.00	0.00	1.00	HR	1.0	HSE FCC-ASSIST FCC Licensing Assistance See Statement of Work for details.	HR	2,047.07	2,047.07
1.00	0.00	1.00	EA	1.0	HSE INSTALL-HSE-113870 Installation Service performed by certified HSE Technician(s). Work will be scheduled through HSE's Project Management team after coordination with site owner	EA	49,748.82	49,748.82
							<i>SUBTOTAL</i>	
							<i>Line items sub-total:</i>	55,545.63
2.00	0.00	2.00	EA	1.0	HSE MAINTENANCE-115396 Preventative Maintenance performed by 2 HSE Certified Technicians. Includes mobilization and daily per diem. - 2 Site Visits per Year (Spring/Fall). - Traffic Control provided by City to ensure the safety of HSE Technicians while on site.	EA	2,646.47	5,292.94
1.00	0.00	1.00	EA	1.0	OMNIA OMNIA Contract #4400008468	EA	0.00	0.00

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 Suite # 120
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 www.safewareinc.com

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10005405	
Order Date	Page
04/26/2023 16:19:40	7 of 7

Quote Expires On: 07/30/2023
Contract No: OMNIA Contract #4400008468

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>	<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Disp.</i>	<i>UOM</i>	<i>Price</i>	<i>Price</i>
					<i>Item Description</i>	<i>Unit Size</i>		

Lead Agency: Fairfax County, VA
 Public Safety and Emergency Preparedness
 Standard freight within continental US is paid, all
 HAZMAT or expedited freight will be billed.
 *Register with OMNIA at
www.omniapartners.com/publicsector

Total Lines: 51

SUB-TOTAL: 172,859.98
TAX: 0.00
AMOUNT DUE: 172,859.98
Actual freight added per freight terms

Exhibit “B”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Fair Oaks Ranch accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Fair Oaks Ranch shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Fair Oaks Ranch shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Fair Oaks Ranch will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Fair Oaks Ranch as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Fair Oaks Ranch of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Fair Oaks Ranch.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions

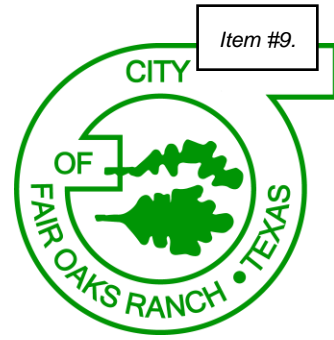
representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.

13. Upon request, Contractor shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Fair Oaks Ranch within ten (10) business days after contract award and prior to starting any work by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Fair Oaks Ranch, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fair Oaks Ranch. The certificate of insurance and endorsements shall be sent to:

City of Fair Oaks Ranch
Attn: Clayton Hoelscher, Procurement Manager
Email: choelscher@fairoaksranchtx.org
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

Exhibit "C"
EVIDENCE OF INSURANCE

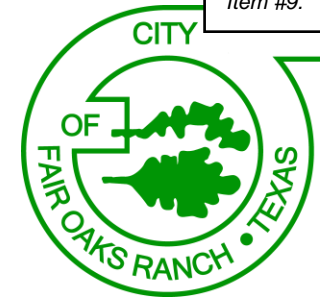
*WILL BE OBTAINED PRIOR TO CONTRACT EXECUTION



FY 2023-24 General Fund Budget Overview

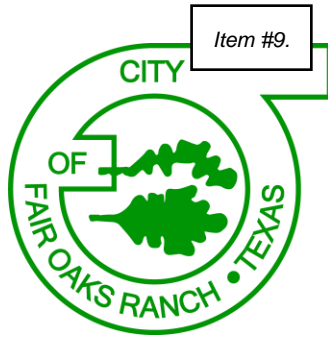
June 15, 2023

Julie Lovelace, Interim Accounting Manager



Preliminary Taxable Values

County	Tax Year 2022	Tax Year 2023	Change	% Change
Bexar	\$1,408,789,310	\$1,585,721,567	\$176,932,257	12.6%
Kendall	493,053,636	555,015,350	61,961,714	12.6%
Comal	329,605,361	368,343,387	38,738,026	11.8%
Total	\$2,231,448,307	\$2,509,080,304	\$277,631,997	12.4%



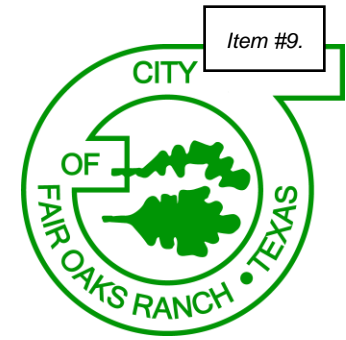
Current Exemptions

City

- Homestead: \$5,000
- Over 65: \$50,000
- Qualifying Disabled: \$50,000
- Tax Freeze for Qualifying Disabled at 2022 Levy
(this is the first year the taxable value totals will see the effect of the freeze)

State Mandated

- Disabled Veteran 1: \$5,000
- Disabled Veteran 2: \$7,500
- Disabled Veteran 3: \$10,000
- Disabled Veteran 4: \$12,000
- 100% Disabled Veteran: 100%



Current Exemption Totals

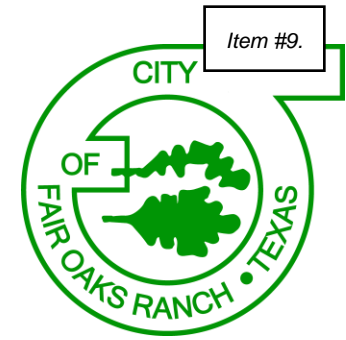
County	City			State		Total
	Homestead	Over 65	Disabled	Disabled Veteran	Other *	
Bexar	\$10,563,725	\$48,398,182	\$400,000	\$77,766,167	\$27,230,044	\$164,358,118
Kendall	3,001,665	11,150,500	569,869	42,567,680	2,377,600	59,667,314
Comal	2,135,000	8,816,500	195,144	43,459,955	5,238,780	59,845,379
Total	\$15,700,390	\$68,365,182	\$1,165,013	\$163,793,802	\$34,846,424	\$283,870,811

*Includes the following:

- Leased Vehicle (LVE)
- Personal Property Vehicle (PPV)
- Primarily performing charitable functions (EX-XG)
- House Bill 366 (EX366)
- Other exemptions (EX-XV)

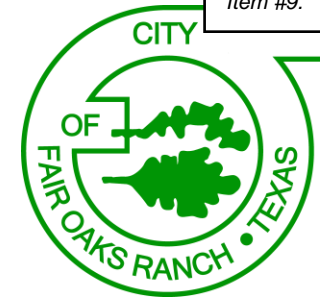
General Fund Assumptions

- Maintains 6 months of operating reserves
- \$883,746 unallocated fund balance remaining
- Property tax growth at 3.5% over 2022 levy
- Sales tax growth at 3% over FY2023 projected
- Franchise Fees 1.5% over FY2023 projected
- Merit 2.5% and COLA 4%
- Transfer to Strategic Projects Fund for projects in process
- Transfer to Equipment Replacement Fund for future capital needs



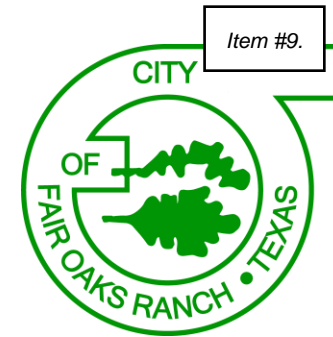
General Fund Summary

Category	Amount
Revenues	\$10,393,567
Expenditures	(\$9,367,555)
Operating surplus/(deficit)	\$1,026,012
Net Transfer (to)/from Equipment Replacement Fund	(\$29,445)
Transfer (to)/from Strategic Projects Fund	(\$586,454)
Capital Outlay	(\$513,833)
Total surplus/(deficit)	(\$103,720)



Fund Balance Summary

Category	FY 2022-23 Ending	FY 2023-24 Budget	FY 2023-24 Ending
Court Technology	\$18,873	\$2,177	\$21,050
Court Security	\$63,743	(\$57,743)	\$6,000
Other Restricted	\$78,137	\$4,315	\$82,452
Non-spendable	\$25,327	\$0	\$25,327
Operating Reserve	\$4,555,322	\$182,798	\$4,738,120
Unallocated General Fund Surplus	\$1,119,013	(\$235,267)	\$883,746
Total Fund Balance	\$5,860,415	(\$103,720)	\$5,756,695



Questions?

Governmental Funds

	General Fund	SAP	Equip Repl	Debt Service	TOTAL GOVERNMENTAL
Beginning Fund Balance Projected	5,860,415	255,538	1,145,262	63,501	7,324,716
<u>Revenues:</u>					
Taxes	8,300,628			559,562	8,860,190
Franchise Fees	740,685				740,685
Interest	450,000			3,500	453,500
Permits	209,075				209,075
Animal Control	1,135				1,135
Fines & Forfeitures	176,465				176,465
Fees & Services	278,053				278,053
Miscellaneous Income	237,526				237,526
Utility Revenues					-
Transfers from other Funds	272,500	586,454	301,945		1,160,899
Total Revenues	10,666,067	586,454	301,945	563,062	12,117,528
<u>Expenditures:</u>					
Personnel	6,041,094				6,041,094
Supplies, Maintenance & Operations	1,215,854				1,215,854
Professional Services	1,881,682	-			1,881,682
Shared Services	228,925				228,925
Capital Outlay	513,833	841,992			1,355,825
Debt Service	-			553,563	553,563
Transfers & Non-Cash Adjustments	888,399		260,000		1,148,399
Total Expenditures	10,769,787	841,992	260,000	553,563	12,425,342
Revenues Over/(Under) Expenditures	(103,720)	(255,538)	41,945	9,499	(307,814)
Ending Fund Balance	5,756,695	(0)	1,187,207	73,000	7,016,902

GENERAL FUND PROJECTED FUND BALANCE					
Estimation of where Fund balances would be at 9/30/2024					
	FINAL	2022-23	9/30/2023	2023-24	9/30/2024
	9/30/2022	Projected	Projected	Budget	Projected
	closeout	Balance	Closeout	Balance	
Non-spendable	25,328	-	25,328	-	25,328
Restricted					
Court Technology	13,873	5,000	18,873	2,177	21,050
Court Security Building	59,243	4,500	63,743	(57,743)	6,000
Court Efficiency	671	350	1,021	315	1,336
Court Truancy Prevention Fund	10,016	5,000	15,016	5,000	20,016
Court Jury Fund	200	150	350	150	500
Felony Forfeiture	11,551	31,724	43,275	-	43,275
Lease Training	14,429	(274)	14,155	(1,150)	13,005
PEG Fees	4,319	-	4,319	-	4,319
Total Restricted	114,302	46,450	160,753	(51,251)	109,502
Committed	-	-	-	-	-
Assigned					
Legal Reserve	50,000	-	50,000	-	50,000
Operating Reserve	4,225,321	280,000	4,505,322	182,798	4,688,120
	4,275,321	280,000	4,555,322	182,798	4,738,120
Unassigned					
Allocated	3,388,608	(3,388,608)	-	-	-
Unallocated	976,616	142,397	1,119,013	(235,267)	883,746
	4,365,224	(3,246,211)	1,119,013	(235,267)	883,746
General Fund Balance	8,780,175	(2,919,761)	5,860,415	(103,720)	5,756,695

DEBT SERVICE FUND					
	FINAL	2022-23	9/30/2023	2023-24	9/30/2024
	9/30/2022	Projected	Projected	Budget	Projected
	closeout	Balance	Closeout	Balance	
Restricted	52,658	10,843	63,501	9,499	73,000

STRATEGIC PROJECTS FUND					
	FINAL	2022-23	9/30/2023	2023-24	9/30/2024
	9/30/2022	Projected	Projected	Budget	Projected
	closeout	Balance	Closeout	Balance	
Assigned	1,407,555	(1,152,017)	255,538	(255,538)	(0)

EQUIPMENT REPLACEMENT FUND					
	FINAL	2022-23	9/30/2023	2023-24	9/30/2024
	9/30/2022	Projected	Projected	Budget	Projected
	closeout	Balance	Closeout	Balance	
Assigned	1,089,047	56,215	1,145,262	41,945	1,187,207

Revenue Type	2020-21 Actual	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Proposed	Budget vs Budget	Budget vs Budget %	Budget vs PY Projected
General Fund Revenue Detail								
Taxes								
General Property	5,831,720	5,958,773	6,149,433	6,253,239	6,545,557	396,124	6.4%	292,318
Delinquent Property	26,420	82,073	30,000	15,000	30,000	-	0.0%	15,000
Penalty & Interest	23,036	42,147	25,000	25,000	25,000	-	0.0%	-
Mixed Beverage	24,779	27,783	25,000	25,000	25,000	-	0.0%	-
Local Sales	957,175	1,050,767	1,155,789	1,084,189	1,116,715	(39,074)	-3.4%	32,526
Street Maintenance	239,294	262,692	288,947	271,047	279,178	(9,769)	-3.4%	8,131
Property Reduction	239,294	262,692	288,947	271,047	279,178	(9,769)	-3.4%	8,131
Total Taxes	7,341,717	7,686,926	7,963,116	7,944,522	8,300,628	337,512	4.2%	356,106
Franchise Fees								
Time Warner Cable	60,815	61,589	60,000	60,000	60,900	900	1.5%	900
GVTC Cable/Telephone	65,132	67,732	69,000	69,000	70,035	1,035	1.5%	1,035
AT&T Cable/Telephone	2,710	2,504	2,700	2,700	2,750	50	1.9%	50
Miscellaneous	733	523	1,000	1,000	1,000	-	0.0%	-
City Public Service	389,023	471,892	411,000	450,000	457,000	46,000	11.2%	7,000
Pedernales Electric Company	85,091	99,280	91,850	91,850	93,000	1,150	1.3%	1,150
Grey Forest Utilities	17,484	24,400	23,000	23,000	23,500	500	2.2%	500
Garbage Regular	29,316	31,323	30,000	30,000	31,000	1,000	3.3%	1,000
Garbage Recycling	1,230	2,165	3,500	1,500	1,500	(2,000)	-57.1%	-
Total Franchise Fees	651,534	761,408	692,050	729,050	740,685	48,635	7.0%	11,635
Interest								
Bank/Investment Interest	4,286	79,926	72,000	521,000	450,000	378,000	525.0%	(71,000)
Total Interest	4,286	79,926	72,000	521,000	450,000	378,000	525.0%	(71,000)

Revenue Type	2020-21 Actual	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Proposed	Budget vs Budget	Budget vs Budget %	Budget vs PY Projected
Permits								
New Residential Permits	374,007	227,063	200,000	150,000	100,000	(100,000)	-50.0%	(50,000)
New Commerical Permits	9,196	-	5,000	5,000	5,000	-	0.0%	-
Remodeling/Additions	14,680	37,336	30,000	30,000	30,000	-	0.0%	-
Other BC and Permits	89,162	69,950	61,000	61,000	61,000	-	0.0%	-
Contractor Registration	12,502	9,995	9,200	9,200	9,200	-	0.0%	-
Food/Health	230	3,990	3,875	3,875	3,875	-	0.0%	-
Total Permits Costs	499,777	348,333	309,075	259,075	209,075	(100,000)	-32.4%	(50,000)
Animal Control								
Pet Licenses	745	720	640	640	640	-	0.0%	-
Pet Impound/Quarantine	375	210	495	495	495	-	0.0%	-
Total Animal Control	1,120	930	1,135	1,135	1,135	-	0.0%	-
Fines & Forfeitures								
Municipal Court Fines	129,005	159,245	160,000	160,000	160,000	-	0.0%	-
Municipal Court Security	3,996	5,346	6,000	6,000	6,000	-	0.0%	-
Municipal Court Technology	3,299	4,414	5,000	5,000	5,000	-	0.0%	-
Municipal Court Efficiency	128	105	150	350	315	165	110.0%	(35)
Court Truancy Prevention Fund	3,260	5,356	5,000	5,000	5,000	-	0.0%	-
Municipal Court Jury Fund	65	107	150	150	150	-	0.0%	-
Total Fines & Forfeitures	139,753	174,573	176,300	176,500	176,465	165	0.1%	(35)
Fees & Services								
FORU Management	206,955	257,566	210,003	210,003	210,003	-	0.0%	-
Special Fees	19,838	19,131	25,000	25,000	25,000	-	0.0%	-
FORMDD Management	30,150	30,150	30,150	30,150	30,150	-	0.0%	-
Civic Center Rentals	-	-	-	-	-	-	0.0%	-
Credit Card Service Fee	9,747	10,236	12,750	12,750	12,900	150	1.2%	150
Total Fees & Services	266,691	317,082	277,903	277,903	278,053	150	0.1%	150

Revenue Type	2020-21 Actual	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Proposed	Budget vs Budget	Budget vs Budget %	Budget vs PY Projected
Miscellaneous								
Miscellaneous	20,481	15,422	106,905	106,905	120,661	13,756	12.9%	13,756
City Event Sponsorships	-	185	-	850	750	750	0.0%	(100)
Sale of Assets	26,330	673	-	16,931	-	-	0.0%	(16,931)
Donations/Grants	189,014	1,283,952	3,600	200,000	103,600	100,000	2777.8%	(96,400)
School Guard Crossing Fund	7,860	11,261	10,665	10,665	10,665	-	0.0%	-
Lease Proceeds	1,827	1,582	1,850	1,576	1,850	-	0.0%	274
Police Seized Proceeds	-	777	-	54,677	-	-	0.0%	(54,677)
Total Miscellaneous	245,512	1,313,852	123,020	391,605	237,526	114,506	93.1%	(154,079)
Transfers								
Capital Replacement	287,339	58,907	125,000	298,280	272,500	147,500	118.0%	(25,780)
Total Transfers	287,339	58,907	125,000	298,280	272,500	147,500	118.0%	(25,780)
Total Resources	9,437,729	10,741,938	9,739,599	10,599,070	10,666,067	926,468	9.5%	66,998

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
General Fund								
Expenditure Summary								
Personnel								
Salaries	3,130,494	3,358,769	4,160,870	3,893,158	4,454,031	293,161	7.0%	560,873
Overtime	69,615	89,651	41,296	87,215	44,051	2,755	6.7%	(43,164)
Taxes - Social Security	190,016	204,231	248,369	239,668	275,169	26,800	10.8%	35,501
Taxes - Medicare	45,293	48,465	58,085	56,679	65,222	7,137	12.3%	8,543
Taxes SUTA/FUTA	13,869	1,390	5,364	520	5,454	90	1.7%	4,934
Workers Compensation	52,766	74,812	108,212	108,385	115,192	6,980	6.5%	6,807
Retirement	376,630	407,306	477,609	476,998	537,969	60,360	12.6%	60,971
Health Insurance	398,983	497,595	600,355	565,895	655,865	55,510	9.2%	89,970
Uniform Allowance	20,500	21,000	27,000	25,000	27,000	-	0.0%	2,000
Car Allowance	7,200	7,200	7,200	7,200	7,200	-	0.0%	0
Relocation Allowance	-	-	-	-	-	-	0.0%	-
Allowance for Vacancies	-	-	-	-	(146,059)	(146,059)	0.0%	(146,059)
Total Personnel Costs	4,305,366	4,710,417	5,734,360	5,460,718	6,041,094	306,734	5.3%	580,376
Supplies, Maintenance & Operations								
Supplies and Consumables	20,703	28,374	30,340	30,590	32,825	2,485	8.2%	2,235
Minor Equipment and Furniture	36,086	49,740	49,770	34,490	45,340	(4,430)	-8.9%	10,850
Fuel	39,930	67,960	56,600	64,800	65,450	8,850	15.6%	650
Uniforms	19,601	20,156	33,160	30,110	22,730	(10,430)	-31.5%	(7,380)
Miscellaneous	28,891	531	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	20,980	39,402	30,880	33,630	35,880	5,000	16.2%	2,250
Equipment Maintenance/Repairs	12,826	13,968	14,500	14,500	15,500	1,000	6.9%	1,000
Building Maintenance/Repairs	28,036	26,973	17,250	23,250	23,063	5,813	33.7%	(187)
Landscaping & Greenspace Maintenance	3,847	6,373	5,500	5,500	15,500	10,000	181.8%	10,000
Street Maintenance	503,531	951,877	1,038,000	1,086,771	870,000	(168,000)	-16.2%	(216,771)
Drainage Work	3,414	1,076	50,000	25,000	20,000	(30,000)	-60.0%	(5,000)
Committees - Communications	-	199	500	500	500	-	0.0%	-
Committees - Planning & Zoning	58	58	500	500	500	-	0.0%	-
Committee - Board of Adjustments	-	203	500	500	500	-	0.0%	-
Committee - Audit	-	-	500	500	500	-	0.0%	-
Urban Wildlife	-	-	500	500	500	-	0.0%	-

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Court Technology	-	-	-	-	2,823	2,823	0.0%	2,823
Court Security	3,402	2,008	58,724	1,500	63,743	5,019	8.5%	62,243
Emergency Response	-	-	-	436,482	500	500	0.0%	(435,982)
Total Supplies, Maintenance & Operations Costs	721,305	1,208,898	1,387,224	1,789,123	1,215,854	(171,370)	-12.35%	(573,269)
Services								
Professional Services	998,720	1,213,859	1,277,449	1,293,449	1,297,560	20,111	1.6%	4,111
Dues/Subscriptions	11,504	14,834	16,850	17,303	18,996	2,146	12.7%	1,693
Training/Seminars & Related Travel	40,313	48,238	112,551	82,241	115,005	2,454	2.2%	32,764
Meetings and Related Travel	3,014	5,621	22,823	14,375	22,000	(823)	-3.6%	7,625
Elections	50,956	-	7,000	16,580	32,000	25,000	357.1%	15,420
Investigations	7,681	11,519	9,500	9,500	7,000	(2,500)	-26.3%	(2,500)
Lease Training	800	-	2,500	1,850	3,000	500	20.0%	1,150
Asset Forfeiture	-	-	-	22,954	-	-	0.0%	(22,954)
Public Relations	10,265	24,928	55,234	56,297	57,100	1,866	3.4%	803
Employee Appreciation	12,210	12,801	14,710	14,710	15,340	630	4.3%	630
Employment Costs	8,322	2,467	2,975	2,975	2,675	(300)	-10.1%	(300)
Recording/Reporting/History	6,156	5,571	10,000	8,000	10,000	-	0.0%	2,000
Tech/Internet/Software	171,558	174,317	197,440	240,607	301,006	103,566	52.5%	60,399
Total Services Costs	1,321,500	1,514,155	1,729,032	1,780,840	1,881,682	152,650	8.83%	100,842
Shared Services								
Facility Contracts & Services	62,949	80,087	86,985	74,485	81,555	(5,430)	-6.2%	7,070
Postage	2,870	3,176	5,625	4,625	5,625	-	0.0%	1,000
General Liability Insurance	41,194	51,940	56,560	57,066	65,000	8,440	14.9%	7,934
Electricity	36,660	44,754	40,000	40,000	40,000	-	0.0%	-
Phone/Cable/Alarms	38,655	33,947	37,057	37,057	36,745	(312)	-0.8%	(312)
Total Shared Services Costs	182,328	213,904	226,227	213,233	228,925	2,698	1.19%	15,692

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	316,341	150,182	196,950	477,427	513,833	316,883	160.9%	36,406
Transfer to Debt Service Fund 06	-	-	-	-	-	-	0.0%	-
Transfer to SAP Fund 02	182,000	1,236,222	3,442,995	3,442,995	586,454	(2,856,541)	-83.0%	(2,856,541)
Transfer to Equip Repl Fund 31	290,493	275,185	354,495	354,495	301,945	(52,550)	-14.8%	(52,550)
Total Capital Outlay & Transfers Costs	788,834	1,661,589	3,994,440	4,274,917	1,402,232	(2,592,208)	-64.90%	(2,872,685)
Total Departmental Budget	7,319,332	9,308,963	13,071,283	13,518,831	10,769,787	(2,301,496)	-17.61%	(2,749,044)

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Mayor & Council								
Personnel								
Salaries	-	-	-	-	-	-	0.0%	-
Overtime	-	-	-	-	-	-	0.0%	-
Taxes - Social Security	-	-	-	-	-	-	0.0%	-
Taxes - Medicare	-	-	-	-	-	-	0.0%	-
Taxes SUTA/FUTA	-	-	-	-	-	-	0.0%	-
Workers Compensation	-	-	-	-	-	-	0.0%	-
Retirement	-	-	-	-	-	-	0.0%	-
Health Insurance	-	-	-	-	-	-	0.0%	-
Uniform Allowance	-	-	-	-	-	-	0.0%	-
Car Allowance	-	-	-	-	-	-	0.0%	-
Relocation Allowance	-	-	-	-	-	-	0.0%	-
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	-	-	-	-	-	-	0.0%	-
Supplies, Maintenance & Operations								
Supplies and Consumables	-	-	-	-	-	-	0.0%	-
Minor Equipment and Furniture	-	-	-	-	-	-	0.0%	-
Fuel	-	-	-	-	-	-	0.0%	-
Uniforms	228	-	350	350	350	-	0.0%	-
Miscellaneous	-	-	-	-	-	-	0.0%	-
Committees - Communications	-	199	500	500	500	-	0.0%	-
Committees - Planning & Zoning	58	58	500	500	500	-	0.0%	-
Committee - Board of Adjustments	-	203	500	500	500	-	0.0%	-
Committee - Audit	-	-	500	500	500	-	0.0%	-
Urban Wildlife	-	-	500	500	500	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	286	460	2,850	2,850	2,850	-	0.0%	-

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Services								
Professional Services	-	-	-	-	-	-	0.0%	-
Dues/Subscriptions	2,882	2,944	2,800	3,068	3,200	400	14.3%	132
Training/Seminars & Related Travel	350	-	7,000	2,000	7,000	-	0.0%	5,000
Meetings and Related Travel	1,079	3,415	11,800	6,800	11,800	-	0.0%	5,000
Elections	-	-	-	-	-	-	0.0%	-
Investigations	-	-	-	-	-	-	0.0%	-
Lease Training	-	-	-	-	-	-	0.0%	-
Asset Forfeiture	-	-	-	-	-	-	0.0%	-
Public Relations	177	449	5,250	5,250	5,250	-	0.0%	-
Employee Appreciation	-	-	-	-	-	-	0.0%	-
Employment Costs	-	-	-	-	-	-	0.0%	-
Recording/Reporting/History	-	-	-	-	-	-	0.0%	-
Tech/Internet/Software	-	-	-	-	-	-	0.0%	-
Total Services Costs	4,488	6,808	26,850	17,118	27,250	400	1.5%	10,132
Shared Services								
Facility Contracts & Services	-	-	-	-	-	-	0.0%	-
Postage	-	-	-	-	-	-	0.0%	-
General Liability Insurance	-	-	-	-	-	-	0.0%	-
Electricity	-	-	-	-	-	-	0.0%	-
Phone/Cable/Alarms	-	-	-	-	-	-	0.0%	-
Total Shared Services Costs	-	-	-	-	-	-	0.0%	-
Capital Outlay & Transfers								
Land/Land Improvement	-	-	-	-	-	-	0.0%	-
Building/Building Improvement	-	-	-	-	-	-	0.0%	-
Infrastructure	-	-	-	-	-	-	0.0%	-
Furniture, Fixtures, Equipment & Vehicles	-	-	-	-	-	-	0.0%	-
Total Capital Outlay & Transfers Costs	-	-	-	-	-	-	0.0%	-
Total Departmental Budget	4,774	7,268	29,700	19,968	30,100	400	1.3%	10,132

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
City Administration								
Personnel								
Salaries	343,598	400,189	446,314	415,524	479,041	32,727	7.3%	63,517
Overtime	46	47	111	115	121	10	9.0%	6
Taxes - Social Security	17,704	21,509	27,611	23,206	26,215	(1,396)	-5.1%	3,009
Taxes - Medicare	4,994	5,731	6,457	6,054	6,948	491	7.6%	894
Taxes SUTA/FUTA	702	241	306	28	306	-	0.0%	278
Workers Compensation	796	703	1,460	1,462	1,446	(14)	-1.0%	(16)
Retirement	41,111	47,595	53,095	50,424	57,308	4,213	7.9%	6,884
Health Insurance	31,286	35,507	39,172	34,171	33,280	(5,892)	-15.0%	(891)
Uniform Allowance	-	-	-	-	-	-	0.0%	-
Car Allowance	7,200	7,200	7,200	7,200	7,200	-	0.0%	0
Relocation Allowance	-	-	-	-	-	-	0.0%	-
Allowance for Vacancies	-	-	-	-	(2,942)	(2,942)	0.0%	(2,942)
Total Personnel Costs	447,437	518,723	581,726	538,184	608,923	27,197	4.7%	70,739
Supplies, Maintenance & Operations								
Supplies and Consumables	113	651	650	900	650	-	0.0%	(250)
Minor Equipment and Furniture	-	497	900	900	1,600	700	77.8%	700
Fuel	96	25	200	200	100	(100)	-50.0%	(100)
Uniforms	79	137	250	250	250	-	0.0%	-
Miscellaneous	-	-	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Equipment Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Building Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Landscaping & Greenspace Maintenance	-	-	-	-	-	-	0.0%	-
Street Maintenance	-	-	-	-	-	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	288	1,309	2,000	2,250	2,600	600	30.0%	350

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Services								
Professional Services	135,546	107,817	85,040	85,040	85,040	-	0.0%	-
Dues/Subscriptions	2,119	4,073	4,136	4,136	3,995	(141)	-3.4%	(141)
Training/Seminars & Related Travel	3,322	7,914	22,576	7,576	17,220	(5,356)	-23.7%	9,644
Meetings and Related Travel	525	1,093	6,473	3,250	5,300	(1,173)	-18.1%	2,050
Elections	-	-	-	-	-	-	0.0%	-
Investigations	-	-	-	-	-	-	0.0%	-
Lease Training	-	-	-	-	-	-	0.0%	-
Asset Forfeiture	-	-	-	-	-	-	0.0%	-
Public Relations	-	-	-	-	-	-	0.0%	-
Employee Appreciation	-	54	250	250	250	-	0.0%	-
Employment Costs	-	-	-	-	-	-	0.0%	-
Recording/Reporting/History	-	-	-	-	-	-	0.0%	-
Tech/Internet/Software	-	-	-	-	-	-	0.0%	-
Total Services Costs	141,511	120,951	118,475	100,252	111,805	(6,670)	-5.6%	11,553
Shared Services								
Facility Contracts & Services	-	-	-	-	-	-	0.0%	-
Postage	-	-	-	-	-	-	0.0%	-
General Liability Insurance	-	-	-	-	-	-	0.0%	-
Electricity	-	-	-	-	-	-	0.0%	-
Phone/Cable/Alarms	-	-	-	-	-	-	0.0%	-
Total Shared Services Costs	-	-	-	-	-	-	0.0%	-
Capital Outlay & Transfers								
Land/Land Improvement	-	-	-	-	-	-	0.0%	-
Building/Building Improvement	-	-	-	-	-	-	0.0%	-
Infrastructure	-	-	-	-	-	-	0.0%	-
Furniture, Fixtures, Equipment & Vehicles	-	27,360	-	-	-	-	0.0%	-
Total Capital Outlay & Transfers Costs	-	27,360	-	-	-	-	0.0%	-
Total Departmental Budget	589,236	668,343	702,201	640,686	723,328	21,127	3.0%	82,642

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
City Secretary								
Personnel								
Salaries	120,879	139,469	148,131	152,630	162,692	14,561	9.8%	10,062
Overtime	-	-	-	-	-	-	0.0%	-
Taxes - Social Security	7,074	8,098	9,024	9,113	10,087	1,063	11.8%	974
Taxes - Medicare	1,654	1,894	2,111	2,131	2,359	248	11.7%	228
Taxes SUTA/FUTA	504	18	180	18	180	-	0.0%	162
Workers Compensation	285	369	477	478	491	14	2.9%	13
Retirement	14,111	16,337	17,354	18,202	19,458	2,104	12.1%	1,256
Health Insurance	16,404	19,401	19,973	19,676	21,028	1,055	5.3%	1,352
Uniform Allowance	-	-	-	-	-	-	0.0%	-
Car Allowance	-	-	-	-	-	-	0.0%	-
Relocation Allowance	-	-	-	-	-	-	0.0%	-
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	160,911	185,587	197,250	202,248	216,295	19,045	9.7%	14,047
Supplies, Maintenance & Operations								
Supplies and Consumables	1,206	912	1,300	1,300	1,200	(100)	-7.7%	(100)
Minor Equipment and Furniture	91	95	280	280	400	120	42.9%	120
Fuel	-	-	-	-	-	-	0.0%	-
Uniforms	98	-	100	100	100	-	0.0%	-
Miscellaneous	315	-	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Equipment Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Building Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Landscaping & Greenspace Maintenance	-	-	-	-	-	-	0.0%	-
Street Maintenance	-	-	-	-	-	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	1,709	1,007	1,680	1,680	1,700	20	1.2%	20

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Services								
Professional Services	230	3,249	24,889	12,889	10,889	(14,000)	-56.2%	(2,000)
Dues/Subscriptions	395	671	762	762	960	198	26.0%	198
Training/Seminars & Related Travel	3,241	3,209	6,180	6,180	6,180	-	0.0%	-
Meetings and Related Travel	118	178	1,500	1,500	1,500	-	0.0%	-
Elections	50,956	-	7,000	16,580	32,000	25,000	357.1%	15,420
Investigations	-	-	-	-	-	-	0.0%	-
Lease Training	-	-	-	-	-	-	0.0%	-
Asset Forfeiture	-	-	-	-	-	-	0.0%	-
Public Relations	-	-	-	-	-	-	0.0%	-
Employee Appreciation	30	35	100	100	100	-	0.0%	-
Employment Costs	-	-	-	-	-	-	0.0%	-
Recording/Reporting/History	6,156	5,571	10,000	8,000	10,000	-	0.0%	2,000
Tech/Internet/Software	-	-	-	-	6,930	6,930	0.0%	6,930
Total Services Costs	61,128	12,914	50,431	46,011	68,559	18,128	35.9%	22,548
Shared Services								
Facility Contracts & Services	-	-	-	-	-	-	0.0%	-
Postage	-	-	-	-	-	-	0.0%	-
General Liability Insurance	-	-	-	-	-	-	0.0%	-
Electricity	-	-	-	-	-	-	0.0%	-
Phone/Cable/Alarms	-	-	-	-	-	-	0.0%	-
Total Shared Services Costs	-	-	-	-	-	-	0.0%	-
Capital Outlay & Transfers								
Land/Land Improvement	-	-	-	-	-	-	0.0%	-
Building/Building Improvement	-	-	-	-	-	-	0.0%	-
Infrastructure	-	-	-	-	-	-	0.0%	-
Furniture, Fixtures, Equipment & Vehicles	-	-	-	-	-	-	0.0%	-
Total Capital Outlay & Transfers Costs	-	-	-	-	-	-	0.0%	-
Total Departmental Budget	223,747	199,507	249,361	249,939	286,554	37,193	14.9%	36,615

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Human Resources and Communications								
Personnel								
Salaries	142,919	94,621	118,023	121,749	129,867	11,844	10.0%	8,118
Overtime	-	-	-	-	-	-	0.0%	-
Taxes - Social Security	8,639	5,594	7,237	7,356	8,052	815	11.3%	696
Taxes - Medicare	2,020	1,308	1,693	1,720	1,883	190	11.2%	163
Taxes SUTA/FUTA	504	14	135	14	135	-	0.0%	122
Workers Compensation	295	277	383	384	392	9	2.3%	8
Retirement	16,800	11,029	13,917	14,518	15,532	1,615	11.6%	1,014
Health Insurance	6,471	8,016	10,200	9,901	10,750	550	5.4%	849
Uniform Allowance	-	-	-	-	-	-	0.0%	-
Car Allowance	-	-	-	-	-	-	0.0%	-
Relocation Allowance	-	-	-	-	-	-	0.0%	-
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	177,649	120,858	151,588	155,640	166,611	15,023	9.9%	10,971
Supplies, Maintenance & Operations								
Supplies and Consumables	1,651	4,123	1,600	1,600	1,600	-	0.0%	-
Minor Equipment and Furniture	673	5,082	1,600	1,600	600	(1,000)	-62.5%	(1,000)
Fuel	-	-	-	-	-	-	0.0%	-
Uniforms	299	178	150	150	150	-	0.0%	-
Miscellaneous	-	-	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Equipment Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Building Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Landscaping & Greenspace Maintenance	-	-	-	-	-	-	0.0%	-
Street Maintenance	-	-	-	-	-	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	2,624	9,384	3,350	3,350	2,350	(1,000)	-29.9%	(1,000)

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Services								
Professional Services	-	2,795	495	495	550	55	11.1%	55
Dues/Subscriptions	1,479	1,440	2,010	2,010	2,280	270	13.4%	270
Training/Seminars & Related Travel	5,985	2,933	16,275	11,275	9,875	(6,400)	-39.3%	(1,400)
Meetings and Related Travel	1,057	724	950	950	950	-	0.0%	-
Elections	-	-	-	-	-	-	0.0%	-
Investigations	-	-	-	-	-	-	0.0%	-
Lease Training	-	-	-	-	-	-	0.0%	-
Asset Forfeiture	-	-	-	-	-	-	0.0%	-
Public Relations	4,784	17,912	43,450	44,513	43,750	300	0.7%	(763)
Employee Appreciation	9,579	10,343	11,410	11,410	12,040	630	5.5%	630
Employment Costs	8,322	2,467	2,975	2,975	2,675	(300)	-10.1%	(300)
Recording/Reporting/History	-	-	-	-	-	-	0.0%	-
Tech/Internet/Software	-	-	-	-	26,315	26,315	0.0%	26,315
Total Services Costs	31,205	38,614	77,565	73,628	98,435	20,870	26.9%	24,807
Shared Services								
Facility Contracts & Services	-	-	-	-	-	-	0.0%	-
Postage	-	-	-	-	-	-	0.0%	-
General Liability Insurance	-	-	-	-	-	-	0.0%	-
Electricity	-	-	-	-	-	-	0.0%	-
Phone/Cable/Alarms	-	-	-	-	-	-	0.0%	-
Total Shared Services Costs	-	-	-	-	-	-	0.0%	-
Capital Outlay & Transfers								
Land/Land Improvement	-	-	-	-	-	-	0.0%	-
Building/Building Improvement	-	-	-	-	-	-	0.0%	-
Infrastructure	-	-	-	-	-	-	0.0%	-
Furniture, Fixtures, Equipment & Vehicles	12,777	-	-	-	-	-	0.0%	-
Total Capital Outlay & Transfers Costs	12,777	-	-	-	-	-	0.0%	-
Total Departmental Budget	224,256	168,855	232,503	232,618	267,396	34,893	15.0%	34,778

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Finance								
Personnel								
Salaries	195,616	150,934	213,697	184,975	220,915	7,218	3.4%	35,940
Overtime	83	79	152	184	159	7	4.6%	(25)
Taxes - Social Security	11,492	8,658	13,195	11,069	13,707	512	3.9%	2,638
Taxes - Medicare	2,688	2,025	3,086	2,589	3,206	120	3.9%	617
Taxes SUTA/FUTA	798	20	225	22	225	-	0.0%	203
Workers Compensation	457	461	698	699	667	(31)	-4.4%	(32)
Retirement	22,728	17,894	25,373	22,186	26,440	1,067	4.2%	4,254
Health Insurance	25,845	29,012	34,569	29,789	36,441	1,872	5.4%	6,652
Uniform Allowance	-	-	-	-	-	-	0.0%	-
Car Allowance	-	-	-	-	-	-	0.0%	-
Relocation Allowance	-	-	-	-	-	-	0.0%	-
Allowance for Vacancies	-	-	-	-	(4,052)	(4,052)	0.0%	(4,052)
Total Personnel Costs	259,706	209,084	290,995	251,512	297,708	6,713	2.3%	46,196
Supplies, Maintenance & Operations								
Supplies and Consumables	785	1,044	1,325	1,325	1,300	(25)	-1.9%	(25)
Minor Equipment and Furniture	56	106	500	500	500	-	0.0%	-
Fuel	-	-	-	-	-	-	0.0%	-
Uniforms	230	86	250	200	250	-	0.0%	50
Miscellaneous	-	-	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Equipment Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Building Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Landscaping & Greenspace Maintenance	-	-	-	-	-	-	0.0%	-
Street Maintenance	-	-	-	-	-	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	1,070	1,235	2,075	2,025	2,050	(25)	-1.2%	25

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Services								
Professional Services	57,923	85,399	71,120	70,620	75,735	4,615	6.5%	5,115
Dues/Subscriptions	401	1,525	475	625	410	(65)	-13.7%	(215)
Training/Seminars & Related Travel	3,402	1,795	5,600	5,525	6,100	500	8.9%	575
Meetings and Related Travel	83	-	400	325	400	-	0.0%	75
Elections	-	-	-	-	-	-	0.0%	-
Investigations	-	-	-	-	-	-	0.0%	-
Lease Training	-	-	-	-	-	-	0.0%	-
Asset Forfeiture	-	-	-	-	-	-	0.0%	-
Public Relations	-	-	-	-	-	-	0.0%	-
Employee Appreciation	266	156	250	250	250	-	0.0%	-
Employment Costs	-	-	-	-	-	-	0.0%	-
Recording/Reporting/History	-	-	-	-	-	-	0.0%	-
Tech/Internet/Software	-	-	-	-	9,740	9,740	0.0%	9,740
Total Services Costs	62,075	88,875	77,845	77,345	92,635	14,790	19.0%	15,290
Shared Services								
Facility Contracts & Services	-	-	-	-	-	-	0.0%	-
Postage	-	-	-	-	-	-	0.0%	-
General Liability Insurance	-	-	-	-	-	-	0.0%	-
Electricity	-	-	-	-	-	-	0.0%	-
Phone/Cable/Alarms	-	-	-	-	-	-	0.0%	-
Total Shared Services Costs	-	-	-	-	-	-	0.0%	-
Capital Outlay & Transfers								
Land/Land Improvement	-	-	-	-	-	-	0.0%	-
Building/Building Improvement	-	-	-	-	-	-	0.0%	-
Infrastructure	-	-	-	-	-	-	0.0%	-
Furniture, Fixtures, Equipment & Vehicles	-	-	-	-	-	-	0.0%	-
Total Capital Outlay & Transfers Costs	-	-	-	-	-	-	0.0%	-
Total Departmental Budget	322,852	299,194	370,915	330,882	392,393	21,478	5.8%	61,511

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Information Technology								
Personnel								
Salaries	65,250	80,330	84,052	86,694	92,536	8,484	10.1%	5,842
Overtime	-	-	-	-	-	-	0.0%	-
Taxes - Social Security	3,811	4,613	5,184	5,164	5,737	553	10.7%	573
Taxes - Medicare	891	1,079	1,212	1,208	1,342	130	10.7%	134
Taxes SUTA/FUTA	382	9	90	9	90	-	0.0%	81
Workers Compensation	173	184	274	274	279	5	1.8%	5
Retirement	7,520	9,414	9,968	10,339	11,067	1,099	11.0%	728
Health Insurance	7,826	12,312	12,358	12,003	12,975	617	5.0%	972
Uniform Allowance	-	-	-	-	-	-	0.0%	-
Car Allowance	-	-	-	-	-	-	0.0%	-
Relocation Allowance	-	-	-	-	-	-	0.0%	-
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	85,853	107,942	113,138	115,692	124,026	10,888	9.6%	8,334
Supplies, Maintenance & Operations								
Supplies and Consumables	61	195	200	200	200	-	0.0%	-
Minor Equipment and Furniture	223	244	200	200	200	-	0.0%	-
Fuel	-	-	-	-	-	-	0.0%	-
Uniforms	-	79	100	100	100	-	0.0%	-
Miscellaneous	-	-	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Equipment Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Building Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Landscaping & Greenspace Maintenance	-	-	-	-	-	-	0.0%	-
Street Maintenance	-	-	-	-	-	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	283	518	500	500	500	-	0.0%	-

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Services								
Professional Services	715	2,732	2,000	1,500	2,000	-	0.0%	500
Dues/Subscriptions	-	88	175	175	175	-	0.0%	-
Training/Seminars & Related Travel	2,972	1,367	4,500	4,400	4,750	250	5.6%	350
Meetings and Related Travel	27	-	100	200	350	250	250.0%	150
Elections	-	-	-	-	-	-	0.0%	-
Investigations	-	-	-	-	-	-	0.0%	-
Lease Training	-	-	-	-	-	-	0.0%	-
Asset Forfeiture	-	-	-	-	-	-	0.0%	-
Public Relations	-	-	-	-	-	-	0.0%	-
Employee Appreciation	128	109	100	100	100	-	0.0%	-
Employment Costs	-	-	-	-	-	-	0.0%	-
Recording/Reporting/History	-	-	-	-	-	-	0.0%	-
Tech/Internet/Software	171,558	174,317	197,440	240,607	174,298	(23,142)	-11.7%	(66,309)
Total Services Costs	175,399	178,612	204,315	246,982	181,673	(22,642)	-11.1%	(65,309)
Shared Services								
Facility Contracts & Services	24,335	25,184	17,461	17,461	17,461	-	0.0%	-
Postage	-	-	-	-	-	-	0.0%	-
General Liability Insurance	-	-	-	-	-	-	0.0%	-
Electricity	-	-	-	-	-	-	0.0%	-
Phone/Cable/Alarms	38,655	33,947	37,057	37,057	36,745	(312)	-0.8%	(312)
Total Shared Services Costs	62,990	59,132	54,518	54,518	54,206	(312)	-0.6%	(312)
Capital Outlay & Transfers								
Land/Land Improvement	-	-	-	-	-	-	0.0%	-
Building/Building Improvement	-	-	-	-	-	-	0.0%	-
Infrastructure	-	-	-	-	-	-	0.0%	-
Furniture, Fixtures, Equipment & Vehicles	-	41,066	15,000	14,552	20,348	5,348	35.7%	5,796
Total Capital Outlay & Transfers Costs	-	41,066	15,000	14,552	20,348	5,348	35.7%	5,796
Total Departmental Budget	324,526	387,269	387,471	432,244	380,753	(6,718)	-1.7%	(51,491)

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Municipal Court								
Personnel								
Salaries	106,810	86,985	97,976	102,398	109,248	11,272	11.5%	6,850
Overtime	-	2,177	311	311	350	39	12.5%	39
Taxes - Social Security	6,457	5,170	6,026	5,889	6,795	769	12.8%	906
Taxes - Medicare	1,510	1,209	1,409	1,377	1,589	180	12.8%	212
Taxes SUTA/FUTA	505	18	180	18	180	-	0.0%	162
Workers Compensation	250	369	318	319	330	12	3.8%	11
Retirement	12,427	10,487	11,588	12,249	13,108	1,520	13.1%	859
Health Insurance	13,178	18,991	24,164	28,270	28,946	4,782	19.8%	676
Uniform Allowance	-	-	-	-	-	-	0.0%	-
Car Allowance	-	-	-	-	-	-	0.0%	-
Relocation Allowance	-	-	-	-	-	-	0.0%	-
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	141,139	125,407	141,972	150,831	160,546	18,574	13.1%	9,715
Supplies, Maintenance & Operations								
Supplies and Consumables	1,671	1,493	1,700	1,700	1,700	-	0.0%	-
Minor Equipment and Furniture	85	291	1,400	1,400	1,400	-	0.0%	-
Fuel	-	-	-	-	-	-	0.0%	-
Uniforms	-	217	150	150	150	-	0.0%	-
Miscellaneous	-	-	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Equipment Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Building Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Landscaping & Greenspace Maintenance	-	-	-	-	-	-	0.0%	-
Street Maintenance	-	-	-	-	-	-	0.0%	-
Court Technology	-	-	-	-	2,823	2,823	0.0%	2,823
Court Security	3,402	2,008	58,724	1,500	63,743	5,019	8.5%	62,243
Total Supplies, Maintenance & Operations Costs	5,158	4,009	61,974	4,750	69,816	7,842	12.7%	65,066

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Services								
Professional Services	45,926	78,478	74,230	83,230	74,590	360	0.5%	(8,640)
Dues/Subscriptions	110	70	800	800	800	-	0.0%	-
Training/Seminars & Related Travel	500	2,550	3,550	3,550	3,550	-	0.0%	-
Meetings and Related Travel	22	46	500	150	300	(200)	-40.0%	150
Elections	-	-	-	-	-	-	0.0%	-
Investigations	-	-	-	-	-	-	0.0%	-
Lease Training	-	-	-	-	-	-	0.0%	-
Asset Forfeiture	-	-	-	-	-	-	0.0%	-
Public Relations	-	-	-	-	-	-	0.0%	-
Employee Appreciation	100	-	100	100	100	-	0.0%	-
Employment Costs	-	-	-	-	-	-	0.0%	-
Recording/Reporting/History	-	-	-	-	-	-	0.0%	-
Tech/Internet/Software	-	-	-	-	1,092	1,092	0.0%	1,092
Total Services Costs	46,659	81,144	79,180	87,830	80,432	160	0.2%	(8,490)
Shared Services								
Facility Contracts & Services	-	-	-	-	-	-	0.0%	-
Postage	-	-	-	-	-	-	0.0%	-
General Liability Insurance	-	-	-	-	-	-	0.0%	-
Electricity	-	-	-	-	-	-	0.0%	-
Phone/Cable/Alarms	-	-	-	-	-	-	0.0%	-
Total Shared Services Costs	-	-	-	-	-	-	0.0%	-
Capital Outlay & Transfers								
Land/Land Improvement	-	-	-	-	-	-	0.0%	-
Building/Building Improvement	-	-	-	-	-	-	0.0%	-
Infrastructure	-	-	-	-	-	-	0.0%	-
Furniture, Fixtures, Equipment & Vehicles	-	-	-	-	-	-	0.0%	-
Total Capital Outlay & Transfers Costs	-	-	-	-	-	-	0.0%	-
Total Departmental Budget	192,955	210,560	283,126	243,411	310,794	26,576	9.4%	66,291

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Public Safety and Emergency Services								
Personnel								
Salaries	1,499,188	1,665,671	1,986,210	1,981,964	2,228,876	242,666	12.2%	246,912
Overtime	52,726	74,082	35,427	73,389	36,947	1,520	4.3%	(36,442)
Taxes - Social Security	94,674	105,650	122,890	125,809	140,481	17,591	14.3%	14,672
Taxes - Medicare	22,142	24,708	28,740	29,423	32,854	4,114	14.3%	3,431
Taxes SUTA/FUTA	6,611	604	2,700	267	2,700	-	0.0%	2,433
Workers Compensation	37,176	54,276	79,985	80,113	83,915	3,930	4.9%	3,802
Retirement	183,376	206,310	236,316	246,353	270,992	34,676	14.7%	24,639
Health Insurance	192,531	247,223	297,214	282,322	324,725	27,511	9.3%	42,403
Uniform Allowance	20,500	21,000	27,000	25,000	27,000	-	0.0%	2,000
Car Allowance	-	-	-	-	-	-	0.0%	-
Relocation Allowance	-	-	-	-	-	-	0.0%	-
Allowance for Vacancies	-	-	-	-	(104,735)	(104,735)	0.0%	(104,735)
Total Personnel Costs	2,108,923	2,399,524	2,816,482	2,844,640	3,043,755	227,273	8.1%	199,115
Supplies, Maintenance & Operations								
Supplies and Consumables	3,214	3,657	4,000	4,000	5,000	1,000	25.0%	1,000
Minor Equipment and Furniture	27,453	28,511	26,100	10,820	26,550	450	1.7%	15,730
Fuel	27,936	46,970	40,000	43,000	43,000	3,000	7.5%	-
Uniforms	13,630	13,350	22,120	19,120	11,550	(10,570)	-47.8%	(7,570)
Miscellaneous	-	-	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	12,545	25,475	20,880	23,630	20,880	-	0.0%	(2,750)
Equipment Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Building Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Landscaping & Greenspace Maintenance	-	-	-	-	-	-	0.0%	-
Street Maintenance	-	-	-	-	-	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	84,778	117,963	113,100	100,570	106,980	(6,120)	-5.4%	6,410

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Services								
Professional Services	523,542	674,484	724,975	724,975	802,556	77,581	10.7%	77,581
Dues/Subscriptions	3,096	3,076	3,435	3,435	4,275	840	24.5%	840
Training/Seminars & Related Travel	15,256	21,399	24,000	21,000	24,250	250	1.0%	3,250
Meetings and Related Travel	-	-	500	500	500	-	0.0%	-
Elections	-	-	-	-	-	-	0.0%	-
Investigations	7,681	11,519	9,500	9,500	7,000	(2,500)	-26.3%	(2,500)
Lease Training	800	-	2,500	1,850	3,000	500	20.0%	1,150
Asset Forfeiture	-	-	-	22,954	-	-	0.0%	(22,954)
Public Relations	5,303	6,567	6,534	6,534	8,100	1,566	24.0%	1,566
Employee Appreciation	1,194	1,149	1,500	1,500	1,500	-	0.0%	-
Employment Costs	-	-	-	-	-	-	0.0%	-
Recording/Reporting/History	-	-	-	-	-	-	0.0%	-
Tech/Internet/Software	-	-	-	-	53,539	53,539	0.0%	53,539
Total Services Costs	556,872	718,194	772,944	792,248	904,720	131,776	17.0%	112,472
Shared Services								
Facility Contracts & Services	-	-	-	-	-	-	0.0%	-
Postage	-	-	-	-	-	-	0.0%	-
General Liability Insurance	-	-	-	-	-	-	0.0%	-
Electricity	-	-	-	-	-	-	0.0%	-
Phone/Cable/Alarms	-	-	-	-	-	-	0.0%	-
Total Shared Services Costs	-	-	-	-	-	-	0.0%	-
Capital Outlay & Transfers								
Land/Land Improvement	-	-	-	-	-	-	0.0%	-
Building/Building Improvement	-	-	-	-	-	-	0.0%	-
Infrastructure	-	-	-	-	-	-	0.0%	-
Furniture, Fixtures, Equipment & Vehicles	295,385	-	149,950	355,018	247,985	98,035	65.4%	(107,033)
Total Capital Outlay & Transfers Costs	295,385	-	149,950	355,018	247,985	98,035	65.4%	(107,033)
Total Departmental Budget	3,045,958	3,235,681	3,852,476	4,092,476	4,303,440	450,964	11.7%	210,964

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Maintenance								
Personnel								
Salaries	271,146	303,898	425,858	395,230	514,343	88,485	20.8%	119,113
Overtime	16,587	13,197	4,815	12,283	5,940	1,125	23.4%	(6,343)
Taxes - Social Security	16,928	18,623	26,606	24,420	32,258	5,652	21.2%	7,838
Taxes - Medicare	3,959	4,355	6,222	5,711	7,544	1,322	21.2%	1,833
Taxes SUTA/FUTA	2,117	402	900	80	990	90	10.0%	910
Workers Compensation	11,215	14,295	22,141	22,176	25,336	3,195	14.4%	3,160
Retirement	33,642	37,039	51,163	48,562	62,226	11,063	21.6%	13,664
Health Insurance	55,998	70,394	99,341	92,292	112,383	13,042	13.1%	20,091
Uniform Allowance	-	-	-	-	-	-	0.0%	-
Car Allowance	-	-	-	-	-	-	0.0%	-
Relocation Allowance	-	-	-	-	-	-	0.0%	-
Allowance for Vacancies	-	-	-	-	(34,330)	(34,330)	0.0%	(34,330)
Total Personnel Costs	411,591	462,203	637,046	600,754	726,690	89,644	14.1%	125,936
Supplies, Maintenance & Operations								
Supplies and Consumables	4,707	6,933	4,830	4,830	6,000	1,170	24.2%	1,170
Minor Equipment and Furniture	6,091	12,499	15,450	15,450	12,250	(3,200)	-20.7%	(3,200)
Fuel	9,270	14,931	11,500	15,500	15,000	3,500	30.4%	(500)
Uniforms	3,980	5,028	7,760	7,760	7,900	140	1.8%	140
Miscellaneous	-	-	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	8,434	13,927	10,000	10,000	15,000	5,000	50.0%	5,000
Equipment Maintenance/Repairs	12,826	13,968	14,500	14,500	15,500	1,000	6.9%	1,000
Building Maintenance/Repairs	28,036	26,973	17,250	23,250	23,063	5,813	33.7%	(187)
Landscaping & Greenspace Maintenance	3,847	6,373	5,500	5,500	15,500	10,000	181.8%	10,000
Street Maintenance	40,750	19,530	38,000	38,000	30,000	(8,000)	-21.1%	(8,000)
Drainage	3,414	1,076	50,000	25,000	20,000	(30,000)	-60.0%	(5,000)
Total Supplies, Maintenance & Operations Costs	121,355	121,238	174,790	159,790	160,213	(14,577)	-8.3%	423

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Services								
Professional Services	-	4,963	30,200	30,200	200	(30,000)	-99.3%	(30,000)
Dues/Subscriptions	338	100	932	932	932	-	0.0%	-
Training/Seminars & Related Travel	1,036	5,489	8,540	8,440	12,700	4,160	48.7%	4,260
Meetings and Related Travel	60	-	100	200	400	300	300.0%	200
Elections	-	-	-	-	-	-	0.0%	-
Investigations	-	-	-	-	-	-	0.0%	-
Lease Training	-	-	-	-	-	-	0.0%	-
Asset Forfeiture	-	-	-	-	-	-	0.0%	-
Public Relations	-	-	-	-	-	-	0.0%	-
Employee Appreciation	449	521	500	500	500	-	0.0%	-
Employment Costs	-	-	-	-	-	-	0.0%	-
Recording/Reporting/History	-	-	-	-	-	-	0.0%	-
Tech/Internet/Software	-	-	-	-	22,783	22,783	0.0%	22,783
Total Services Costs	1,883	11,072	40,272	40,272	37,515	(2,757)	-6.8%	(2,757)
Shared Services								
Facility Contracts & Services	-	-	-	-	-	-	0.0%	-
Postage	-	-	-	-	-	-	0.0%	-
General Liability Insurance	-	-	-	-	-	-	0.0%	-
Electricity	-	-	-	-	-	-	0.0%	-
Phone/Cable/Alarms	-	-	-	-	-	-	0.0%	-
Total Shared Services Costs	-	-	-	-	-	-	0.0%	-
Capital Outlay & Transfers								
Land/Land Improvement	-	-	-	-	-	-	0.0%	-
Building/Building Improvement	-	-	-	-	-	-	0.0%	-
Infrastructure	-	-	-	-	-	-	0.0%	-
Furniture, Fixtures, Equipment & Vehicles	8,179	81,756	32,000	101,827	233,000	201,000	628.1%	131,173
Total Capital Outlay & Transfers Costs	8,179	81,756	32,000	101,827	233,000	201,000	628.1%	131,173
Total Departmental Budget	543,008	676,270	884,108	902,643	1,157,418	273,310	30.9%	254,775

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Building Codes and Permits								
Personnel								
Salaries	180,259	192,229	200,978	159,812	191,101	(9,877)	-4.9%	31,289
Overtime	-	-	255	-	282	27	10.6%	282
Taxes - Social Security	10,893	11,673	12,387	9,787	11,866	(521)	-4.2%	2,079
Taxes - Medicare	2,547	2,730	2,897	2,289	2,775	(122)	-4.2%	486
Taxes SUTA/FUTA	756	27	270	27	270	-	0.0%	243
Workers Compensation	846	941	1,226	1,228	1,058	(168)	-13.7%	(170)
Retirement	20,976	22,617	23,820	19,143	22,889	(931)	-3.9%	3,746
Health Insurance	23,148	27,749	28,316	21,650	38,268	9,952	35.1%	16,618
Uniform Allowance	-	-	-	-	-	-	0.0%	-
Car Allowance	-	-	-	-	-	-	0.0%	-
Relocation Allowance	-	-	-	-	-	-	0.0%	-
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	239,426	257,965	270,149	213,936	268,509	(1,640)	-0.6%	54,573
Supplies, Maintenance & Operations								
Supplies and Consumables	434	528	875	875	575	(300)	-34.3%	(300)
Minor Equipment and Furniture	241	1,974	1,250	1,250	750	(500)	-40.0%	(500)
Fuel	1,677	2,368	2,600	2,600	3,900	1,300	50.0%	1,300
Uniforms	265	150	530	530	530	-	0.0%	-
Miscellaneous	-	-	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Equipment Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Building Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Landscaping & Greenspace Maintenance	-	-	-	-	-	-	0.0%	-
Street Maintenance	-	-	-	-	-	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	2,618	5,020	5,255	5,255	5,755	500	9.5%	500

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Services								
Professional Services	9,380	16,651	44,500	64,500	46,000	1,500	3.4%	(18,500)
Dues/Subscriptions	365	165	275	310	590	315	114.5%	280
Training/Seminars & Related Travel	1,735	1,098	2,050	2,015	11,100	9,050	441.5%	9,085
Meetings and Related Travel	-	-	100	100	100	-	0.0%	-
Elections	-	-	-	-	-	-	0.0%	-
Investigations	-	-	-	-	-	-	0.0%	-
Lease Training	-	-	-	-	-	-	0.0%	-
Asset Forfeiture	-	-	-	-	-	-	0.0%	-
Public Relations	-	-	-	-	-	-	0.0%	-
Employee Appreciation	141	133	150	150	150	-	0.0%	-
Employment Costs	-	-	-	-	-	-	0.0%	-
Recording/Reporting/History	-	-	-	-	-	-	0.0%	-
Tech/Internet/Software	-	-	-	-	144	144	0.0%	144
Total Services Costs	11,621	18,047	47,075	67,075	58,084	11,009	23.4%	(8,991)
Shared Services								
Facility Contracts & Services	-	-	-	-	-	-	0.0%	-
Postage	-	-	-	-	-	-	0.0%	-
General Liability Insurance	-	-	-	-	-	-	0.0%	-
Electricity	-	-	-	-	-	-	0.0%	-
Phone/Cable/Alarms	-	-	-	-	-	-	0.0%	-
Total Shared Services Costs	-	-	-	-	-	-	0.0%	-
Capital Outlay & Transfers								
Land/Land Improvement	-	-	-	-	-	-	0.0%	-
Building/Building Improvement	-	-	-	-	-	-	0.0%	-
Infrastructure	-	-	-	-	-	-	0.0%	-
Furniture, Fixtures, Equipment & Vehicles	-	-	-	-	-	-	0.0%	-
Total Capital Outlay & Transfers Costs	-	-	-	-	-	-	0.0%	-
Total Departmental Budget	253,664	281,031	322,479	286,266	332,348	9,869	3.1%	46,082

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Engineering and Planning								
Personnel								
Salaries	204,828	244,441	294,437	292,181	325,412	30,975	10.5%	33,231
Overtime	174	68	225	933	252	27	12.0%	(681)
Taxes - Social Security	12,346	14,644	18,209	17,855	19,971	1,762	9.7%	2,116
Taxes - Medicare	2,888	3,425	4,258	4,176	4,722	464	10.9%	546
Taxes SUTA/FUTA	989	38	378	38	378	-	0.0%	340
Workers Compensation	1,274	2,937	1,250	1,252	1,278	28	2.2%	26
Retirement	23,937	28,582	35,015	35,022	38,949	3,934	11.2%	3,927
Health Insurance	26,296	28,989	35,048	35,821	37,069	2,021	5.8%	1,248
Uniform Allowance	-	-	-	-	-	-	0.0%	-
Car Allowance	-	-	-	-	-	-	0.0%	-
Relocation Allowance	-	-	-	-	-	-	0.0%	-
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	272,732	323,125	388,820	387,279	428,031	39,211	10.1%	40,752
Supplies, Maintenance & Operations								
Supplies and Consumables	2,714	4,348	10,260	10,260	11,000	740	7.2%	740
Minor Equipment and Furniture	1,174	441	2,090	2,090	1,090	(1,000)	-47.8%	(1,000)
Fuel	951	3,666	2,300	3,500	3,450	1,150	50.0%	(50)
Uniforms	792	931	1,400	1,400	1,400	-	0.0%	-
Miscellaneous	-	-	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Equipment Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Building Maintenance/Repairs	-	-	-	-	-	-	0.0%	-
Landscaping & Greenspace Maintenance	-	-	-	-	-	-	0.0%	-
Street Maintenance	462,781	932,348	1,000,000	1,048,771	840,000	(160,000)	-16.0%	(208,771)
Total Supplies, Maintenance & Operations Costs	468,412	941,734	1,016,050	1,066,021	856,940	(159,110)	-15.7%	(209,081)

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Services								
Professional Services	225,457	237,292	220,000	220,000	200,000	(20,000)	-9.1%	(20,000)
Dues/Subscriptions	320	683	1,050	1,050	1,379	329	31.3%	329
Training/Seminars & Related Travel	2,514	485	12,280	10,280	12,280	-	0.0%	2,000
Meetings and Related Travel	44	165	400	400	400	-	0.0%	-
Elections	-	-	-	-	-	-	0.0%	-
Investigations	-	-	-	-	-	-	0.0%	-
Lease Training	-	-	-	-	-	-	0.0%	-
Asset Forfeiture	-	-	-	-	-	-	0.0%	-
Public Relations	-	-	-	-	-	-	0.0%	-
Employee Appreciation	323	301	350	350	350	-	0.0%	-
Employment Costs	-	-	-	-	-	-	0.0%	-
Recording/Reporting/History	-	-	-	-	-	-	0.0%	-
Tech/Internet/Software	-	-	-	-	6,165	6,165	0.0%	6,165
Total Services Costs	228,658	238,926	234,080	232,080	220,574	(13,506)	-5.8%	(11,506)
Shared Services								
Facility Contracts & Services	-	-	-	-	-	-	0.0%	-
Postage	-	-	-	-	-	-	0.0%	-
General Liability Insurance	-	-	-	-	-	-	0.0%	-
Electricity	-	-	-	-	-	-	0.0%	-
Phone/Cable/Alarms	-	-	-	-	-	-	0.0%	-
Total Shared Services Costs	-	-	-	-	-	-	0.0%	-
Capital Outlay & Transfers								
Land/Land Improvement	-	-	-	-	-	-	0.0%	-
Building/Building Improvement	-	-	-	-	-	-	0.0%	-
Infrastructure	-	-	-	-	-	-	0.0%	-
Furniture, Fixtures, Equipment & Vehicles	-	-	-	6,030	12,500	12,500	0.0%	6,470
Total Capital Outlay & Transfers Costs	-	-	-	6,030	12,500	12,500	0.0%	6,470
Total Departmental Budget	969,803	1,503,785	1,638,950	1,691,410	1,518,045	(120,905)	-7.4%	(173,365)

Expenditure Type	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Non-Departmental and Shared								
Personnel								
Salaries	-	-	145,194	-	-	(145,194)	-100.0%	-
Total Personnel Costs	-	-	145,194	-	-	(145,194)	-100.0%	-
Supplies, Maintenance & Operations								
Supplies and Consumables	4,147	4,490	3,600	3,600	3,600	-	0.0%	-
Minor Equipment and Furniture	-	-	-	-	-	-	0.0%	-
Fuel	-	-	-	-	-	-	0.0%	-
Uniforms	-	-	-	-	-	-	0.0%	-
Miscellaneous	28,576	531	-	-	-	-	0.0%	-
Emergency Response	-	-	-	436,482	500	500	0.0%	-
Total Supplies, Maintenance & Operations Costs	32,723	5,021	3,600	440,082	4,100	500	13.9%	-
Shared Services								
Facility Contracts & Services	38,614	54,902	69,524	57,024	64,094	(5,430)	-7.8%	7,070
Postage	2,870	3,176	5,625	4,625	5,625	-	0.0%	1,000
General Liability Insurance	41,194	51,940	56,560	57,066	65,000	8,440	14.9%	7,934
Electricity	36,660	44,754	40,000	40,000	40,000	-	0.0%	-
Phone/Cable/Alarms	-	-	-	-	-	-	0.0%	-
Total Shared Services Costs	119,337	154,772	171,709	158,715	174,719	3,010	1.8%	16,004
Capital Outlay & Transfers								
Transfer to SAP Fund 02	182,000	1,236,222	3,442,995	3,442,995	586,454	(2,856,541)	-83.0%	(2,856,541)
Transfer to Equip Repl Fund 31	290,493	275,185	354,495	354,495	301,945	(52,550)	-14.8%	(52,550)
Total Capital Outlay & Transfers Costs	472,493	1,511,407	3,797,490	3,797,490	888,399	(2,909,091)	-76.6%	(2,909,091)
Total Departmental Budget	624,554	1,671,201	4,117,993	4,396,287	1,067,218	(3,050,775)	-74.1%	(2,893,087)

	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24
Governmental Strategic Projects Fund					
Beginning Fund Balance	1,154,394	1,073,184	1,407,555	1,407,555	255,538
<u>Revenues:</u>					
Transfer from General Fund	182,000	1,236,222	3,442,995	3,442,995	586,454
Total Revenue	182,000	1,236,222	3,442,995	3,442,995	586,454
<u>Financial Integrity</u>					
Stormwater Funding	33,925	-	-	-	-
<u>Responsible Growth Mangement</u>					
Tree Preservation and Oak Wilt Program	6,452	-	-	-	-
<u>Reliable and Sustainable Infrastructure</u>					
City Civic Center	1,500	-	412,815	412,815	-
City Hall Renovation	33,413	376,825	-	661,819	-
Long-term road condition analysis	47,704	-	-	-	-
Chartwell and Dietz Intersection	-	352,393	-	98,126	-
Post Oak Trail Widening	-	-	875,000	875,000	-
Dietz Elkhorn Reconstruction	-	-	245,915	300,000	241,416
Ammann Rd Reconstruction	-	-	-	-	-
Dietz Elkhorn Sidewalk	-	-	41,282	150,000	367,819
Battle Intense Sidewalk	-	-	54,500	54,500	-
Drainage CIP #5 Rolling Acres Trail	-	14,262	606,000	250,000	-
Drainage CIP #17 Silver Spur Trail	-	12,841	601,000	30,000	-
Drainage CIP #30 Fair Oaks Pkwy	-	-	-	10,000	-
Drainage CIP #34 Tivoli Way	-	23,428	456,000	1,200,000	-
Drainage CIP #37 Turf Paradise Lane	-	-	85,031	94,000	232,757
Drainage CIP #61 Rockinghorse Lane	-	-	-	29,609	-
Bond Development Program	-	52,031	-	147,969	-
Drainage CIP #1 Ammann Rd LWC	-	-	-	-	-
Drainage CIP #41 Triple Crown	-	-	-	-	-

	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24
<u>Public Health, Safety, and Welfare</u>	-	-	-	-	-
Public Safety Command Structure Program Review	38,713	895	-	-	-
Fire Services Program Review	8,206	1,128	18,000	73,775	-
Emergency Medical Services Program Review	2,606	1,128	-	-	-
<u>Operational Excellence</u>					
Compensation and Benefit Plan Study	-	-	-	-	-
Employee Handbook	-	-	-	3,034	-
Communications and Marketing Strategy	9,391	27,471	-	42,139	-
Records Management	-	3,591	-	4,259	-
IT Infrastructure projects	69,763	24,835	-	-	-
City Records Digitization Program	-	-	-	22,967	-
Agenda and Minutes Software program	6,600	-	-	-	-
Ticketing with GIS compatibility	-	10,498	-	-	-
PIA Request Software	-	-	-	30,000	-
Fuel Station	-	-	50,000	65,000	-
3rd Party Scanning	-	-	40,000	40,000	-
<u>Capital Improvement</u>					
Infrastructure	-	-	-	-	-
Furniture and Equipment (City Hall Renovation)	4,938	524	-	-	-
Total Expenditures	263,210	901,851	3,485,543	4,595,012	841,992
Total Change in Fund Balance	(81,210)	334,371	(42,548)	(1,152,017)	(255,538)
Ending Fund Balance	1,073,184	1,407,555	1,365,007	255,538	(0)

Vehicle and Equipment Replacement Fund

	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24
Beginning Fund Balance	869,615	872,769	1,089,047	1,089,047	1,145,262
<u>Revenues:</u>					
Transfer from General Fund	290,493	275,185	354,495	354,495	301,945
Total Revenue	290,493	275,185	354,495	354,495	301,945
<u>Transfers</u>					
Transfer to General Fund for Purchases	287,339	58,907	125,000	298,280	260,000
Total Expenditures	287,339	58,907	125,000	298,280	260,000
Revenue Over / (Under) Expenditures	3,154	216,278	229,495	56,215	41,945
Beginning Fund Balance	872,769	1,089,047	1,318,542	1,145,262	1,187,207

Scheduled Replacements:

Public Safety Patrol Vehicle w/Outfit	59,000
Public Safety Patrol Vehicle w/Outfit	59,000
Public Safety Patrol Vehicle w/Outfit	59,000
ATV Gravley	15,000
Public Works Skid Steer	68,000
	260,000
	260,000

Street Bond Debt Service

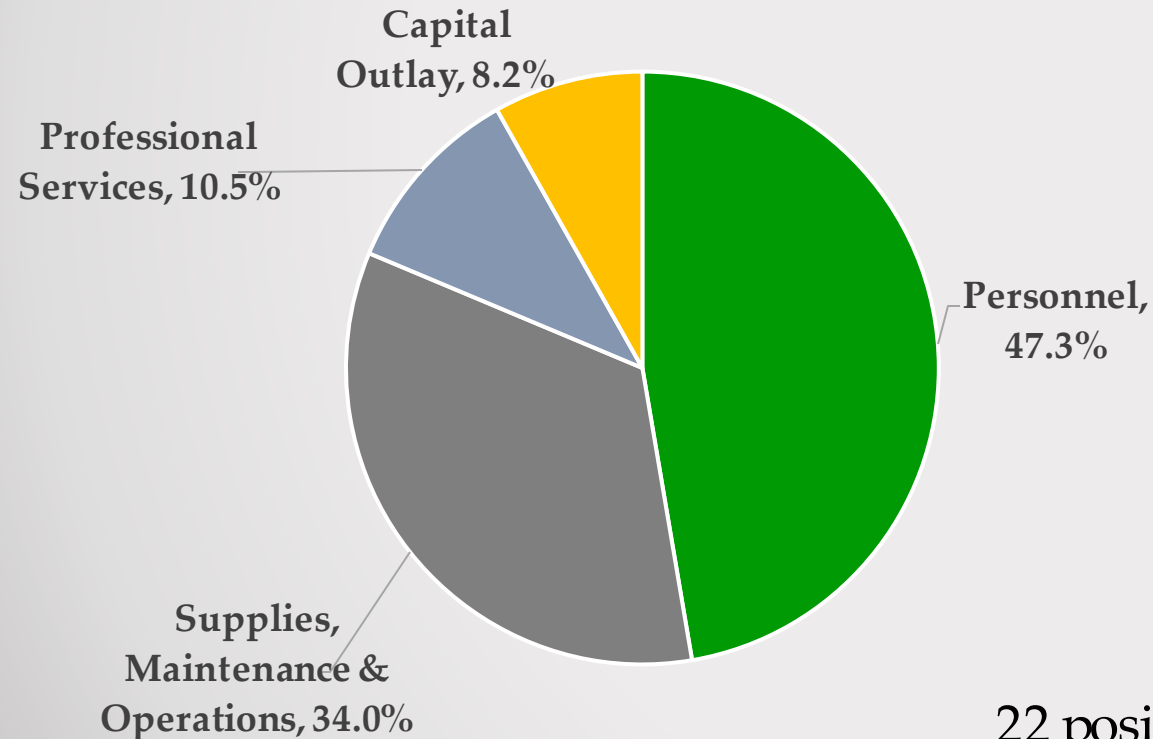
	Actual 2020-21	Actual 2021-22	Adopted Budget 2022-23	Projected 2022-23	Proposed 2023-24	Budget v Budget v	Budget v Budget %	Budget v PY Projected
Beginning Fund Balance	32,311	44,337	52,658	52,658	63,501			
<u>Revenues:</u>								
General Property-I & S	557,682	545,404	545,768	554,373	553,562	7,794	1.4%	(811)
Delinquent Property	2,932	8,161	5,000	3,000	3,500	(1,500)	-30.0%	500
Penalty & Interest	2,428	3,932	2,500	2,500	2,500	-	0.0%	-
Interest Income on Investments	59	409	1,000	3,500	3,500	2,500	250.0%	-
Total Revenue	563,101	557,906	554,268	563,373	563,062	8,794	1.6%	(311)
<u>Expenditures:</u>								
Bond Principal	445,000	450,000	460,000	460,000	470,000	10,000	2.2%	10,000
Bond Interest Payable	105,675	99,185	92,130	92,130	83,163	(8,967)	-9.7%	(8,967)
Bond Agent Fees	400	400	400	400	400	-	0.0%	-
Total Expenditures	551,075	549,585	552,530	552,530	553,563	1,033	0.2%	1,033
Revenue Over / (Under) Expenditures	12,026	8,321	1,738	10,843	9,499	7,761	446.5%	(1,344)
Ending Fund Balance	44,337	52,658	54,396	63,501	73,000			

Public Works (Maintenance, Building Codes and Engineering/Planning)

FY 2023-24 Proposed Budget

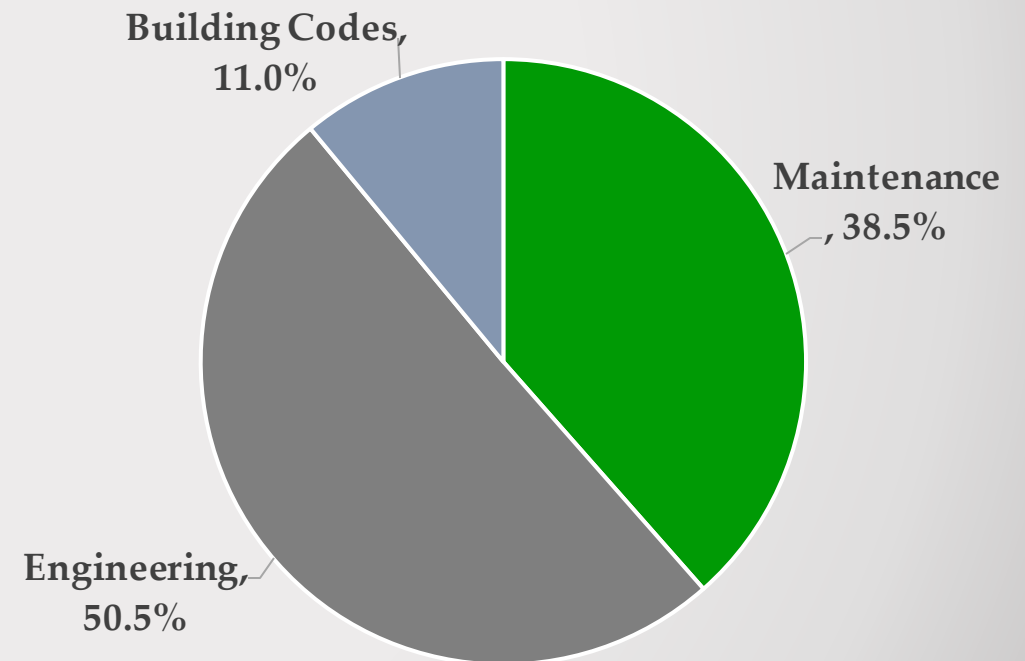
Proposed FY 2023-24 Budget: \$3.46 million

Budget by Category

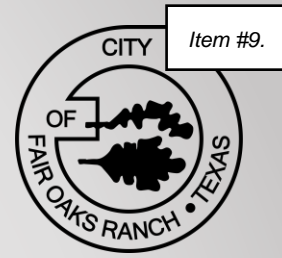


22 positions
3 vacancies

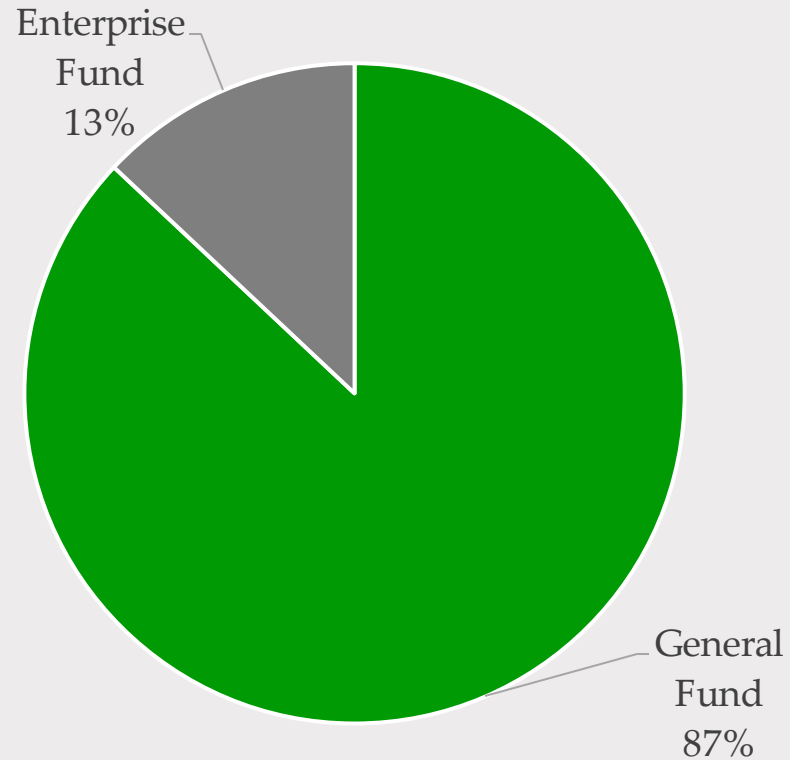
Budget by Division



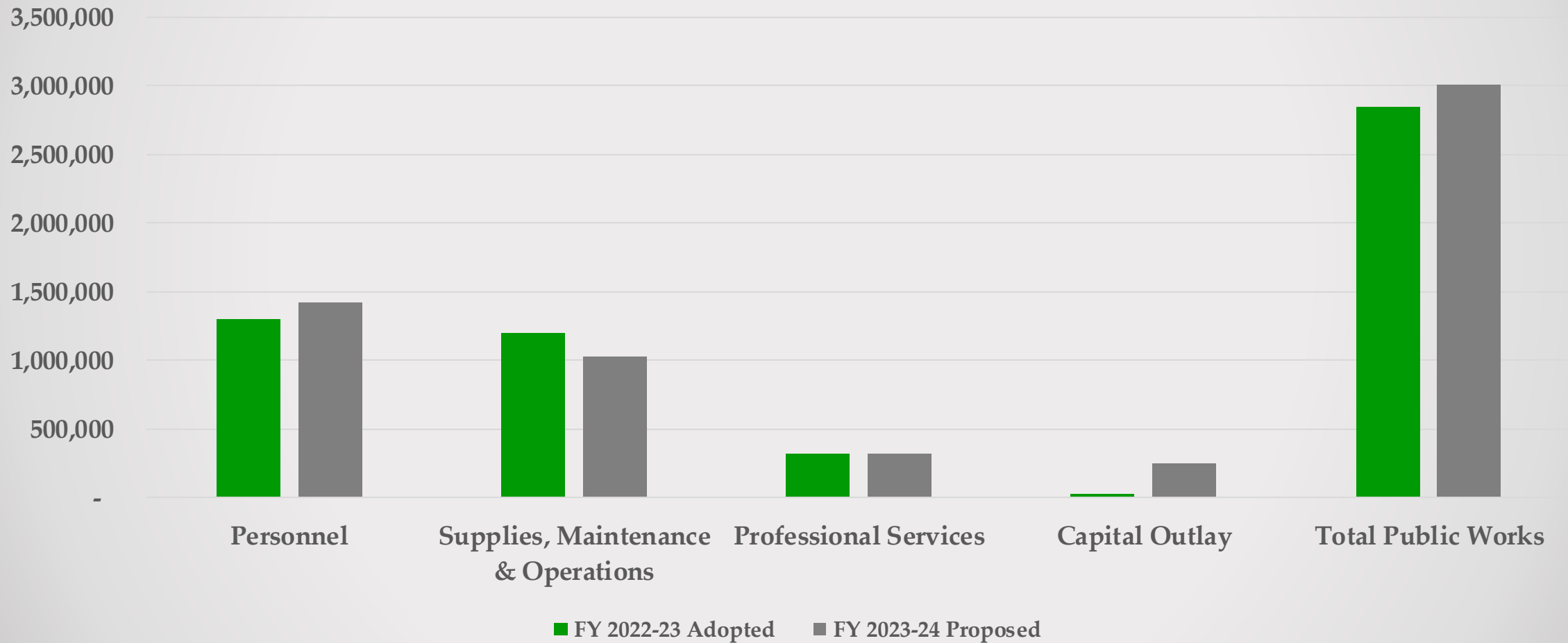
Proposed FY 2023-24 Budget: \$3.46 million



Budget by Fund



Changes to the Budget

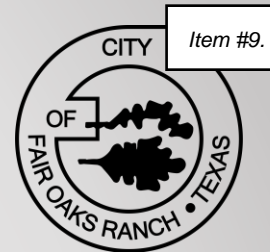


Budget Highlights

- Personnel costs include the addition of a Maintenance Technician
- Reduction of \$160,000 in Annual Street Maintenance for work brought in-house (to offset the cost of the new maintenance technician and the fog seal machine)
- Professional services includes the addition of \$20,092 department specific software that was previously budgeted in Information Technology and \$9,000 new software for the HALT system.
- Added training including OSHA classes, Plumbing Inspector licensing, and APWA conference
- Includes \$150,000 in new capital items:
 - Fog Seal Machine (\$100,000)
 - Man Lift (\$20,000*)
 - Street Sweeper Safety Camera (\$7,500)
 - 4 Post Truck Lift (\$17,500*)
 - Garage Door Openers (\$5,000*)
- Includes \$95,500 in replacement capital funded by a transfer from the ERF
(*these items are split with the Enterprise Fund and amount represents half of the total cost)

Requests Not Yet Funded

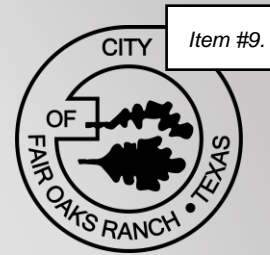
- \$110,000 additional funds for city planning services (Ardurra)
- \$145,000 additional funds for project management services and general engineering consulting (Legacy)
- Reallocation of the Maintenance Technician position one grade higher in the step plan (Grade 13 to 14). Estimated cost \$13,500



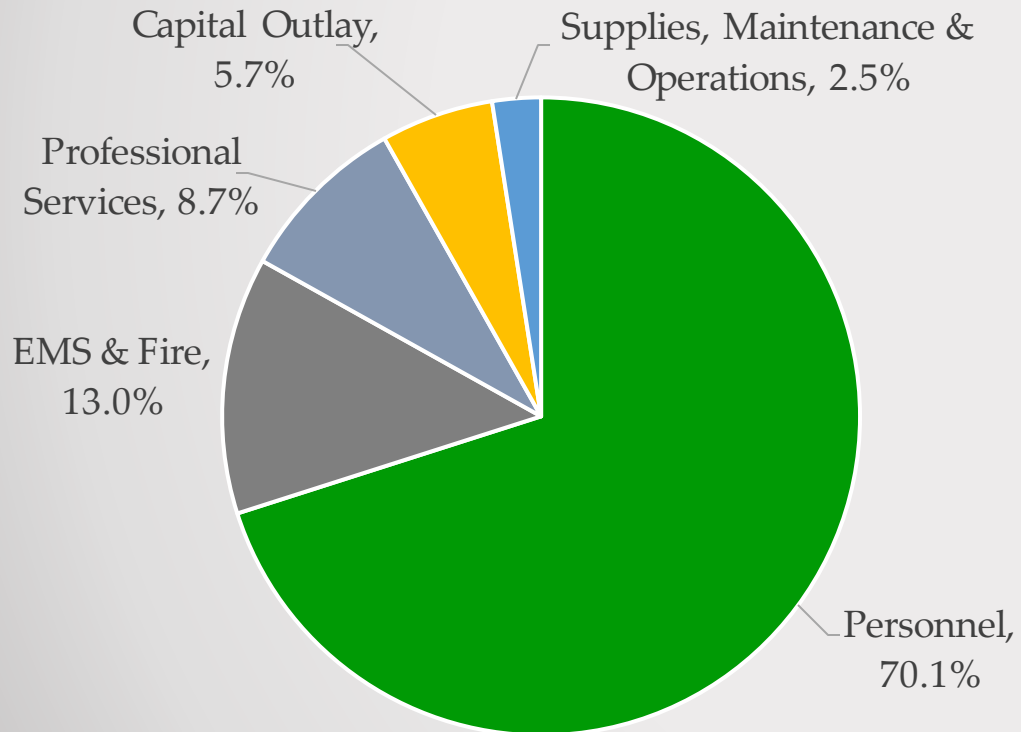
Public Safety

FY 2023-24 Proposed Budget

Proposed FY 2023-24 Budget: \$4.3 million

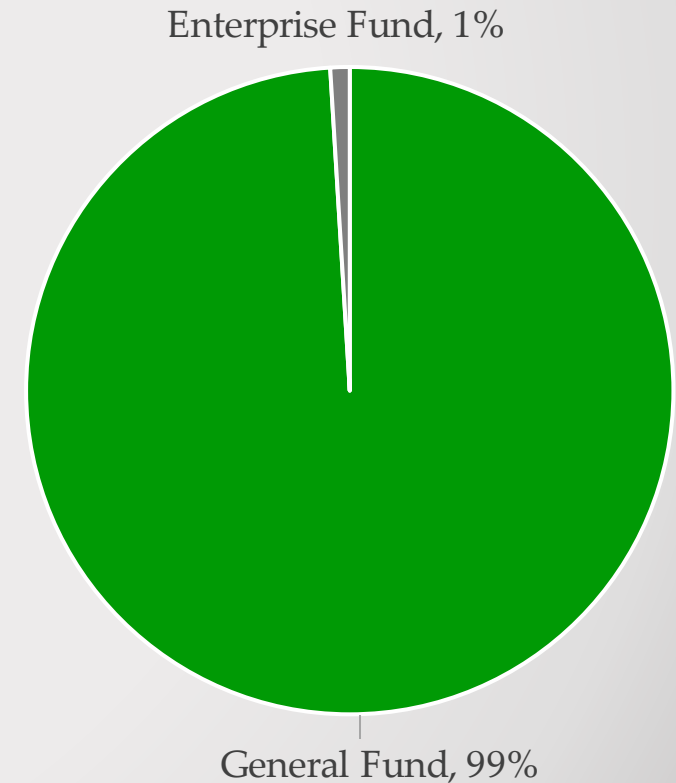


Budget by Category

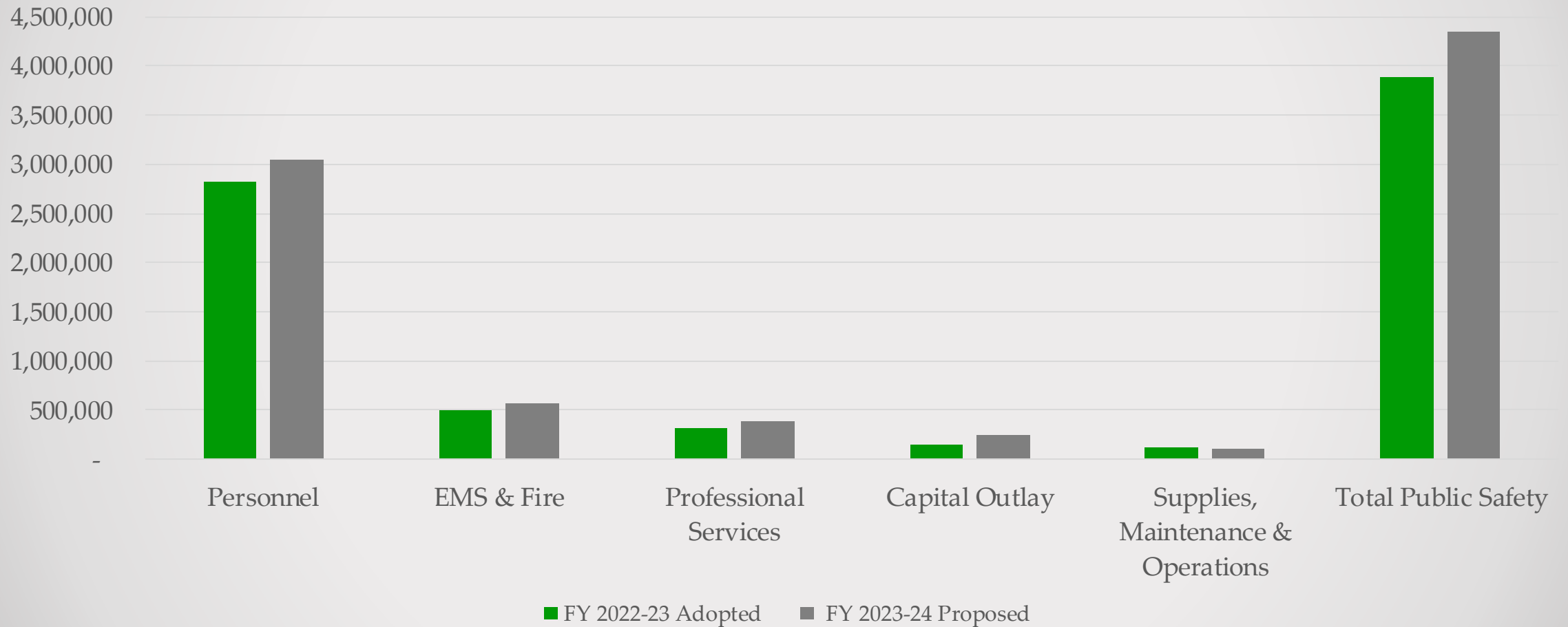


30 positions
0 vacancies

Budget by Fund



Changes to the Budget



Budget Highlights

- Fire Service Contract increased \$74,124
- Personnel costs include the addition of night shift stipend (\$1,200 per officer)
- Professional services includes the addition of \$40,759 department specific software that was previously budgeted in Information Technology and \$12,780 for new lease of body worn cameras.
- Includes \$70,985 in new capital items:
 - 5 Tasers (\$8,000 total)
 - 2 Mobile Radio Units (\$10,000 total)
 - Night Vision/Thermal Recording Binoculars (\$10,000)
 - Update to all Duty Weapons (\$15,015)
 - Portable Handheld Radios (\$27,970)
- Includes \$177,000 in replacement capital funded by a transfer from the ERF

Requests Not Yet Funded

- Addition of a new grade in the Public Safety compensation plan for the position of Corporal (would be a grade between Patrol Officer and Sergeant)
 - Change would impact 4 officers and replace the FTO (field training officer) stipend
 - Approximate cost of the addition: \$35,000-\$45,000/year depending on qualifications and seniority of officers.

4 Post Truck Lift

Overview

Request Owner	Julio Colunga, Public Works Superintendent
Department	Public Works
Type	Other

Description

We would like to replace the current 2 post lift that is under rated, old, and unsafe for the type of work that is done in the shop. The new unit will make working on trucks safer.

Details

Information regarding equipment being replaced	2 post shop truck lift
Equipment Status	This will replace an existing piece of equipment (enter additional information below)

Capital Cost Details

none

Operational Costs Details

none

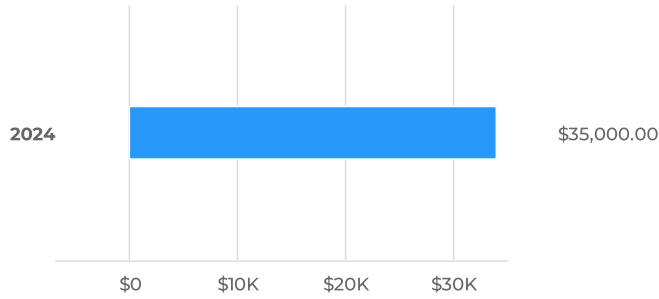
Capital Cost

FY2024 Budget
\$35,000

Total Budget (all years)
\$35K

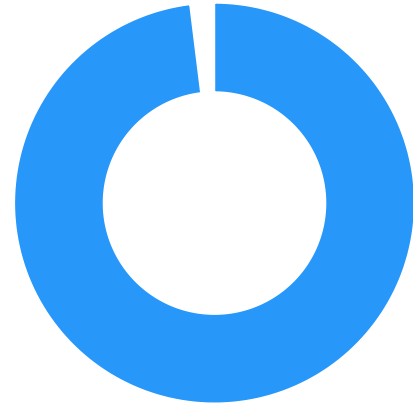
Project Total
\$35K

Capital Cost by Year



● Equipment Cost

Capital Cost for Budgeted Years



● Equipment Cost (100%) \$35,000.00
TOTAL \$35,000.00

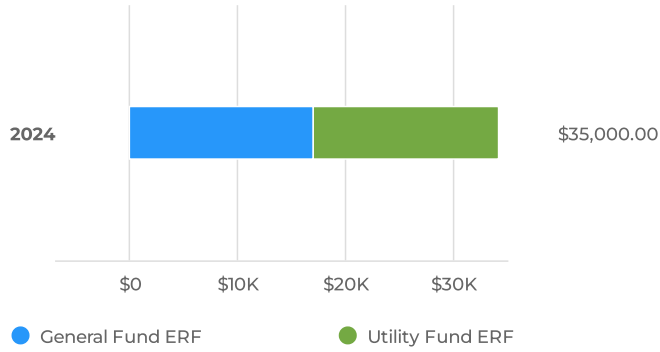
Capital Cost Breakdown

Capital Cost	FY2024	Total
Equipment Cost	\$35,000	\$35,000
Total	\$35,000	\$35,000

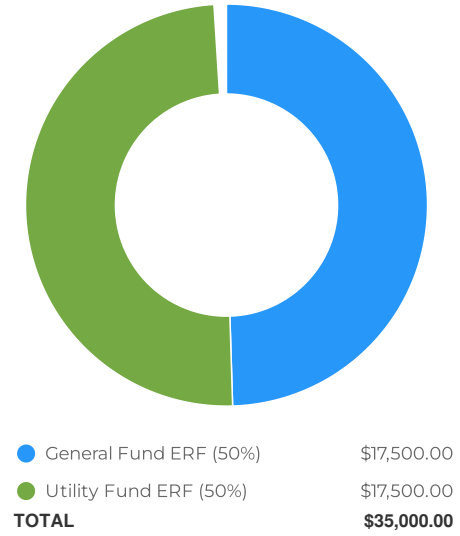
Funding Sources

FY2024 Budget **\$35,000** Total Budget (all years) **\$35K** Project Total **\$35K**

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown		
Funding Sources	FY2024	Total
General Fund ERF	\$17,500	\$17,500
Utility Fund ERF	\$17,500	\$17,500
Total	\$35,000	\$35,000

Portable Man Lift

Overview

Request Owner Julie Lovelace, Accountant
 Department Maintenance
 Type Other

Description

This is for a new man-lift for repairs, tree trimming and maintenance. The city currently rents a unit. This year's rental fees were close to \$8k, and last year they were about \$3K. This unit would pay for itself in 5 years.

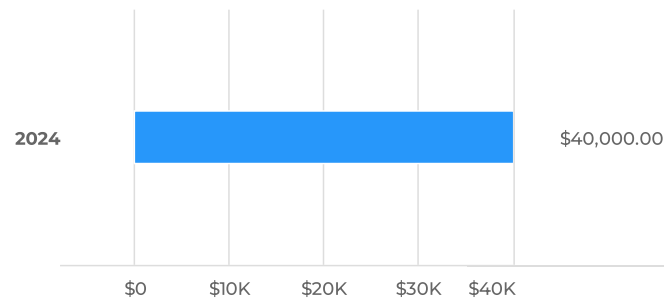
Details

Equipment Status This is a new addition

Capital Cost

FY2024 Budget **\$40,000** Total Budget (all years) **\$40K** Project Total **\$40K**

Capital Cost by Year



Capital Cost for Budgeted Years



● Equipment Cost

● Equipment Cost (100%) \$40,000.00
TOTAL \$40,000.00

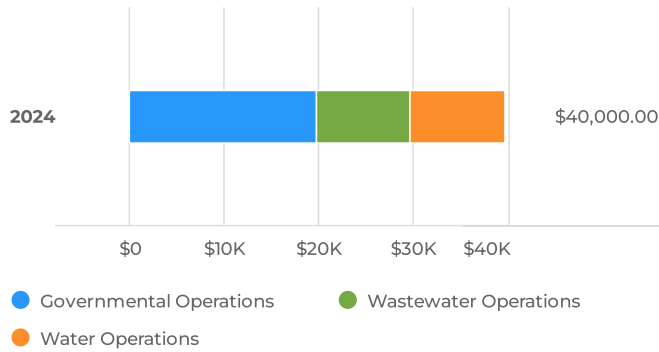
Capital Cost Breakdown

Capital Cost	FY2024	Total
Equipment Cost	\$40,000	\$40,000
Total	\$40,000	\$40,000

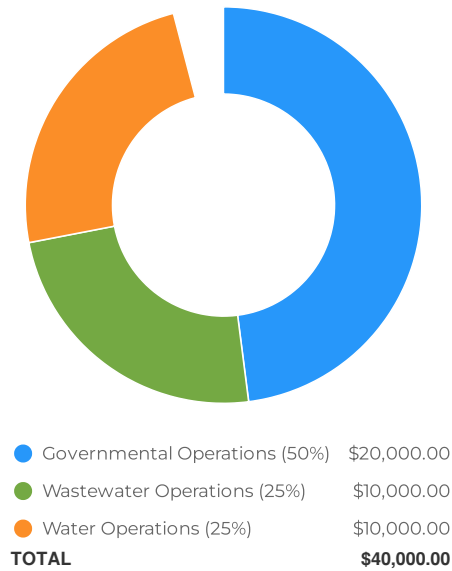
Funding Sources

FY2024 Budget **\$40,000** Total Budget (all years) **\$40K** Project Total **\$40K**

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown		
Funding Sources	FY2024	Total
Governmental Operations	\$20,000	\$20,000
Water Operations	\$10,000	\$10,000
Wastewater Operations	\$10,000	\$10,000
Total	\$40,000	\$40,000

Update Duty Weapons - Handguns

Overview

Request Owner	Tim Moring, Chief of Police
Department	Public Safety & Emergency
Type	Other

Description

Scheduled replacement of duty weapons for sworn personnel. Current inventory of 25 weapons is 2 years beyond the scheduled replacement. Updates will move weapons from .40 caliber to 9mm based on current research and ballistic performance measures. Along with replacing the current inventory, the department will be adding an additional 5 weapons to account for the increase in staff and to have an adequate surplus. Current quoted unit price is \$500.50/weapon for a total purchase price of \$15,015.00.

Details

Information regarding equipment being replaced	Will replace current inventory of Glock 22s
Equipment Status	This will replace an existing piece of equipment (enter additional information below)

Supplemental Attachments

 [GT Distributors Quote\(/resource/cleargov-prod/projects/documents/28186ae4b215962e35be.pdf\)](/resource/cleargov-prod/projects/documents/28186ae4b215962e35be.pdf)

Quote for Handguns

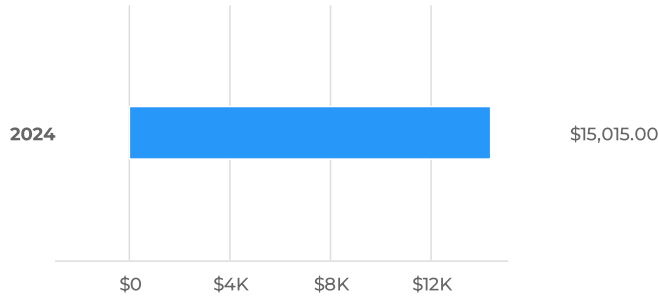
Capital Cost

FY2024 Budget
\$15,015

Total Budget (all years)
\$15.015K

Project Total
\$15.015K

Capital Cost by Year



● Equipment Cost

Capital Cost for Budgeted Years



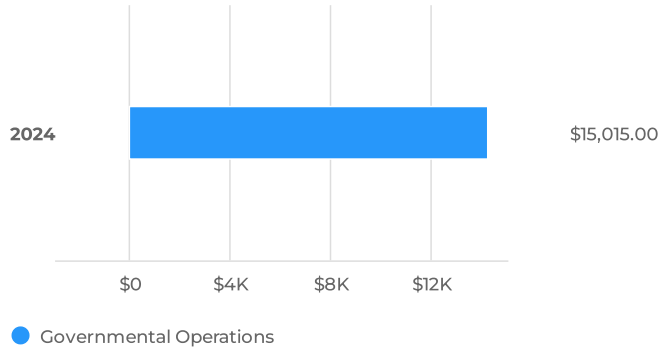
● Equipment Cost (100%) \$15,015.00
TOTAL \$15,015.00

Capital Cost Breakdown		
Capital Cost	FY2024	Total
Equipment Cost	\$15,015	\$15,015
Total	\$15,015	\$15,015

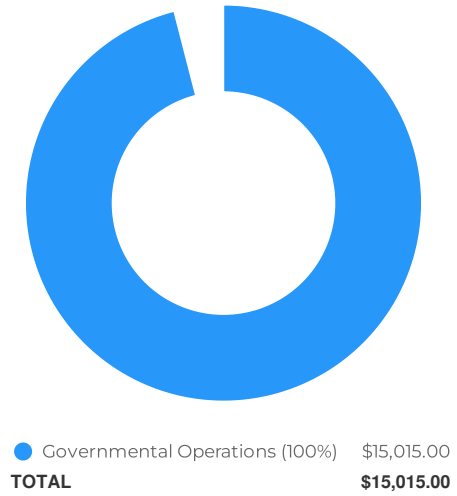
Funding Sources

FY2024 Budget Total Budget (all years) Project Total
\$15,015 **\$15.015K** **\$15.015K**

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown		
Funding Sources	FY2024	Total
Governmental Operations	\$15,015	\$15,015
Total	\$15,015	\$15,015



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Item #9.

Quote	QTE0165988
Date	1/4/2023
Page:	1

Bill To:

Fair Oaks Ranch Police Dept (TX)
 Attn: Accounts Payable
 7286 Dietz Elkhorn
 Fair Oaks Ranch TX 78015

Ship To:

Fair Oaks Ranch Police Dept (TX)
 7286 Dietz Elkhorn
 Attn:
 Fair Oaks Ranch TX 78015

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
221230 GLOCK TRADI	001120	KE	FACTORY DIRECT	NET 15	0/0/0000	2,690,843

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
30	GLOCK-PA175S302MO	Glock 17 Gen 5 9mm MOS W FS AB SGHT.20f	EA	\$500.50	\$15,015.00
23	UG-GLOCK22G4	Used Gun Glock 22 Gen 4 .40 Pistol	EA	(\$264.50)	(\$6,083.50)
1	UG-GLOCK27G4	Used Glock 27 Gen 4 .40 Cal.	EA	(\$271.50)	(\$271.50)
1	NOTES:	Notes:	EA	\$0.00	\$0.00
1	NOTES:	Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/22-03/31/23. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00
1	NOTES:	Trade assumes box and 3 magazines. *Subtract \$5.00 for missing gun box *Subtract \$18.00 for missing magazines	EA	\$0.00	\$0.00
1	NOTES:	All guns must be fully functional to receive full trade value.	EA	\$0.00	\$0.00
1	NOTES:	The agency is responsible for packaging and all freight charges on trades to G T Distributors.	EA	\$0.00	\$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
 PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
 REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Subtotal	\$8,660.00
Misc	\$0.00
Tax	\$0.00
Freight	\$75.00
Total	\$8,735.00

Your salesperson is Amari Blythe. Thank You.
 Alexander Willis <awillis@fairoaksranchtx.org>

Mobile Radio Units for patrol Cars

Overview

Request Owner Julie Lovelace, Accountant
Department Public Safety & Emergency
Type Other

Description

Additional Mobile Radio Units needed for the patrol cars

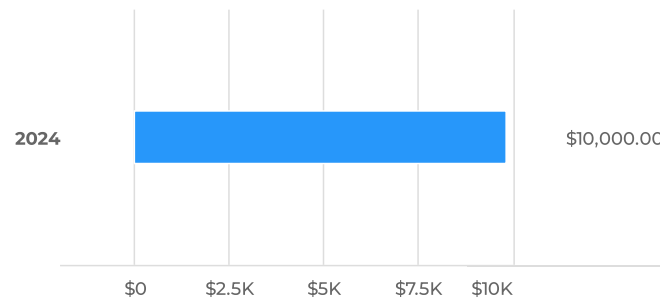
Details

Equipment Status This is a new addition

Capital Cost

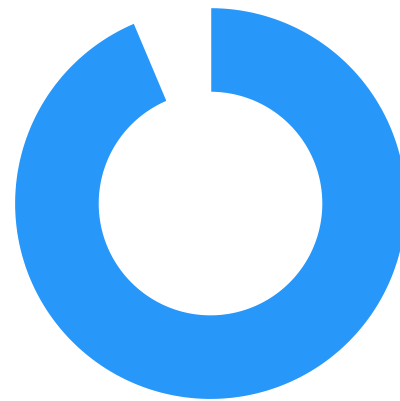
FY2024 Budget **\$10,000** Total Budget (all years) **\$10K** Project Total **\$10K**

Capital Cost by Year



● Equipment Cost

Capital Cost for Budgeted Years



● Equipment Cost (100%) \$10,000.00
TOTAL \$10,000.00

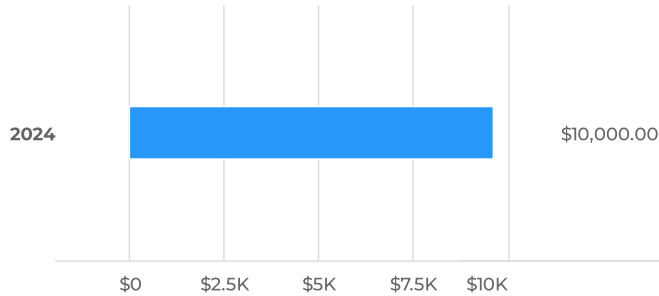
Capital Cost Breakdown

Capital Cost	FY2024	Total
Equipment Cost	\$10,000	\$10,000
Total	\$10,000	\$10,000

Funding Sources

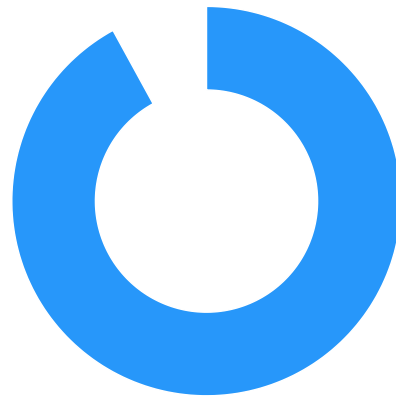
FY2024 Budget **\$10,000** Total Budget (all years) **\$10K** Project Total **\$10K**

Funding Sources by Year



● Governmental Operations

Funding Sources for Budgeted Years



● Governmental Operations (100%) \$10,000.00
TOTAL \$10,000.00

Funding Sources Breakdown

Funding Sources	FY2024	Total
Governmental Operations	\$10,000	\$10,000
Total	\$10,000	\$10,000

Night Vision/Thermal Recording Binoculars

Overview

Request Owner	Tim Moring, Chief of Police
Department	Public Safety & Emergency
Type	Other

Description

Thermal binoculars to assist patrol officers in searching and locating potential criminal activity. Current night vision equipment is outdated and non-functioning. New devices are more cost effective than replacing night vision and has the ability to record what is being viewed through device. Price per unit \$4,899 for a total cost of \$9,798. Request included potential shipping price and storage cards for devices.

Details

Information regarding equipment being replaced	Replaces non-functioning night vision
Equipment Status	This is a new addition

Supplemental Attachments

 [Thermal Binocs Price\(/resource/cleargov-prod/projects/documents/3c7ebc108f3301998fd6.pdf\)](/resource/cleargov-prod/projects/documents/3c7ebc108f3301998fd6.pdf)

Pricing from Vendor

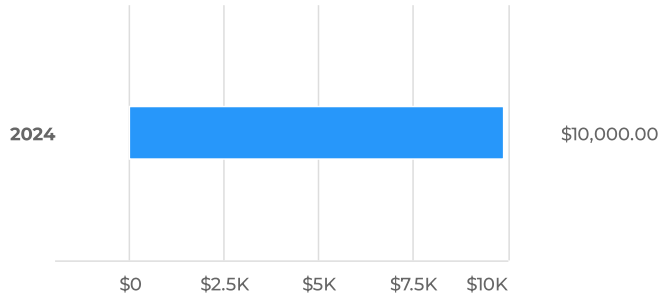
Capital Cost

FY2024 Budget
\$10,000

Total Budget (all years)
\$10K

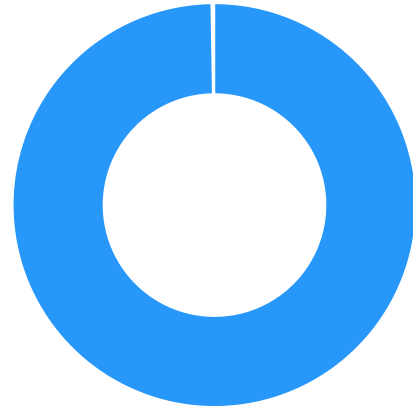
Project Total
\$10K

Capital Cost by Year



● Equipment Cost

Capital Cost for Budgeted Years



● Equipment Cost (100%) \$10,000.00
TOTAL \$10,000.00

Capital Cost Breakdown		
Capital Cost	FY2024	Total
Equipment Cost	\$10,000	\$10,000
Total	\$10,000	\$10,000

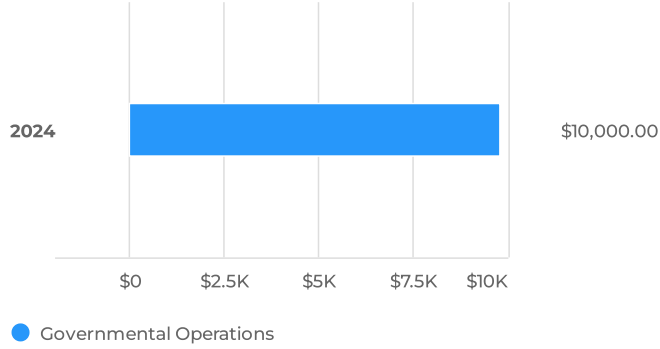
Funding Sources

FY2024 Budget
\$10,000

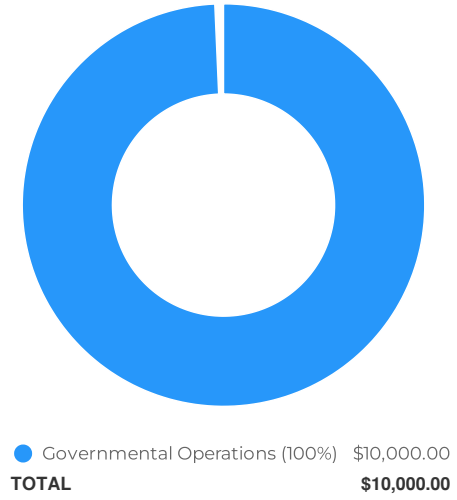
Total Budget (all years)
\$10K

Project Total
\$10K

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown		
Funding Sources	FY2024	Total
Governmental Operations	\$10,000	\$10,000
Total	\$10,000	\$10,000

EASTER GIVEAWAY ✕ OTS-XLT 160 2-8X

your@email

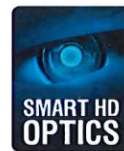
OK

* FOR US RESIDENTS ONLY

SIGN UP TO OUR EMAIL LIST AND WIN!!!

ATN BINOX 4T 640 1.5-15X Smart HD Thermal Binoculars W/ Laser Rangefinder

\$ 4,899 BUY



HOW TO VIDEOS

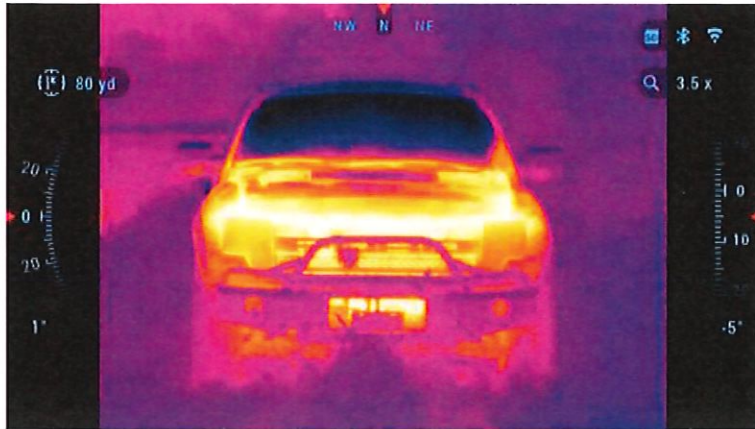
FIRMWARE

AVAILABLE SENSOR:

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4th GEN
384x288



1.25-5x \$2,699
Detection: 750 Recognition: 335 Identification: 205

2-8x \$3,299
Detection: 960 Recognition: 480 Identification: 300

4.5-18x \$3,999
Detection: 1800 Recognition: 720 Identification: 430

4th GEN
640x480
(<25mK)



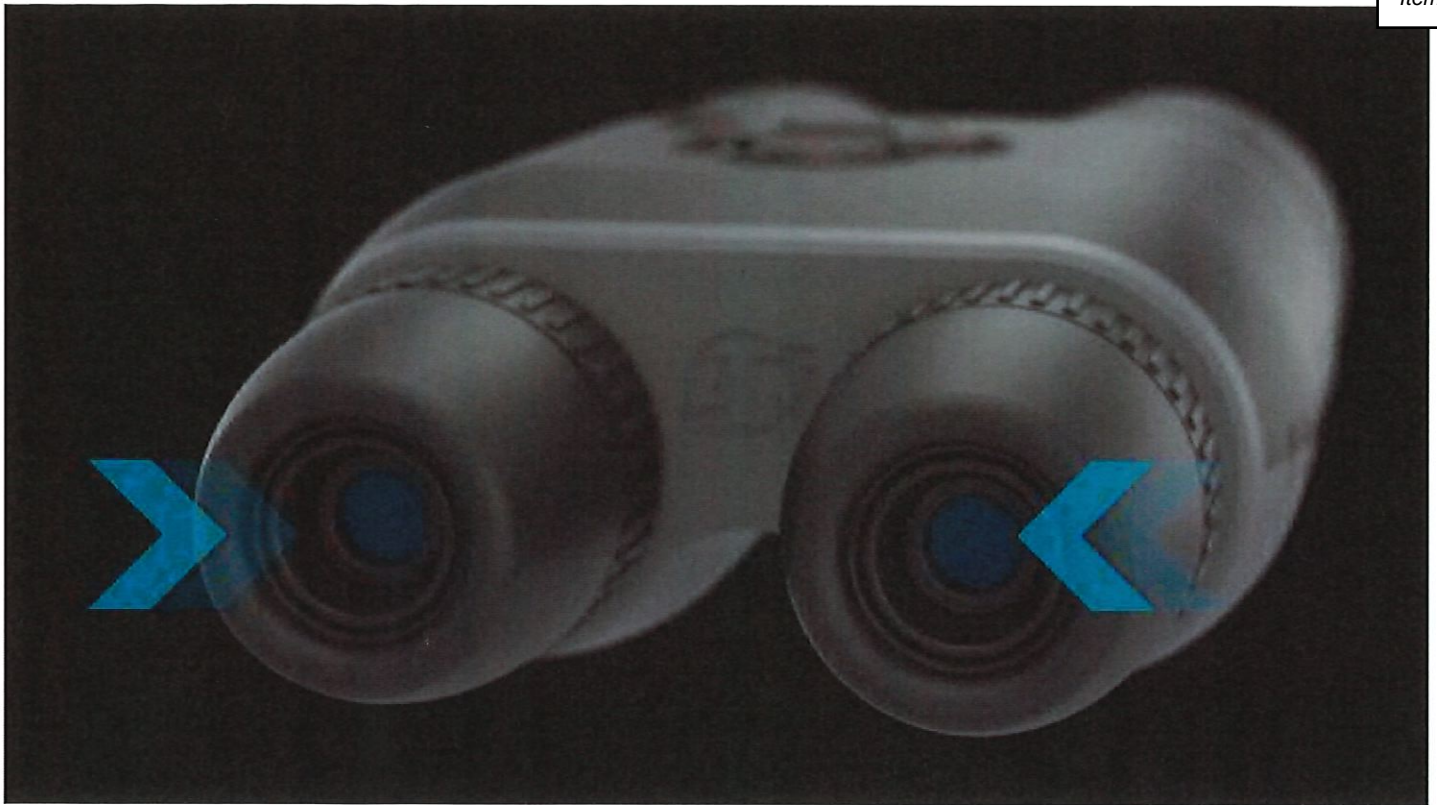
1-10x \$4,299
Detection: 830 Recognition: 350 Identification: 225

1.5-15x \$4,899
Detection: 1050 Recognition: 530 Identification: 330

2.5-25x \$5,699
Detection: 1950 Recognition: 800 Identification: 475

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TECHNICAL SPECIFICATIONS

Sensor	Gen 4 640x480, 60Hz, <25 mK
Magnification	1.5-15x
Field of view	24°x19°
Display Resolution	1280x720x2
Interpupillary adjustment range	60-70 mm
Eye relief	10-30 mm
Focus Range	10 ft - ∞
Laser Range Finder	Yes
Precision to	± 1 y/m
Range	5-1000 y/m
Video Record Resolution	1280x960 @ 60 fps
IP rating	Weather resistant
Charging	USB, type C
WiFi (Streaming, Gallery, & Controls)	iOS & Android
3D Magnetometer	Yes

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3D Gyroscope	Yes
Smart Range Finder	Yes
E-Compass	Yes
Smooth Zoom	Yes
Microphone	Yes
Micro SD Card	4 to 64 Gb
Battery life (Li-ion)	16+ hrs
Human Detection Range	1050
Human Recognition Range	530
Human Identification Range	330
Operating Temperature	-20°F to +120°F / -28°C to 48°C
Dimensions	9.4" x 5" x 2.6" / 240x128x67 mm
Weight	2.5 lb / 1.12 kg
Warranty	3 years

* This product is subject to one or more of the export control laws and regulations of the U.S. Government and it falls under the control jurisdiction of either the US Department of State or the US BIS-Department of Commerce. It is unlawful and strictly prohibited to export, or attempt to export or otherwise transfer or sell any hardware or technical data or furnish any service to any foreign person, whether abroad or in the United States, for which a license or written approval of the U.S. Government is required, without first obtaining the required license or written approval from the Department of the U.S. Government having jurisdiction. For further information please contact ATN.

INCLUDED ACCESSORIES



LENS TISSUE



SOFT CARRYING CASE



USB-C CABLE



NECK STRAP



LENS COVER

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ATN Extended Life Battery Kit

Included:

- 10,000 mAh Battery Pack
- USB to Micro USB w/ L Shape Connector
- Neck strap with battery holder

Don't let yourself be stuck without a functioning unit, because you didn't bring extra batteries to power your device. ATN Extended Life Battery kit and power pack can support your [binoculars](#) or [monoculars](#) for up to 15 hrs. You can use your devices longer and save money and the environment in the process. Enjoy your activities all day long - whether scouting, camping, bird watching, or surveillance. You can even power your none ATN devices, which are compatible with a micro USB. Designed to be used with the ATN line of [Smart HD Optics: BinoX 4K, BinoX 4T, OTS LT and OTS 4T.](#)

[Online Manual and User Guide](#)

\$ 119 ADD TO CART

MORE ACCESSORIES



SANDISK ULTRA 64GB MICROSDXC

\$ 23 ADD TO CART



ATN DELUXE BINOCULARS BAG

\$ 89 ADD TO CART

ATN STORES



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Accept

Portable Handheld Radios - XL-95P

Overview

Request Owner	Tim Moring, Chief of Police
Department	Public Safety & Emergency
Type	Other

Description

Current handheld radios (XG-75) will no longer be supported by service providers with a cut-off date in early 2025. New model Harris XL-95P handheld radios are available for purchase and will be needed once service is cut to the outdated model. Current pricing from LCRA, which is the service provider for our emergency communications, shows a unit price of \$3,100/radio. With current sworn staffing at 27, and with needed redundancy in case of damage or loss, the department will need a minimum of 30 radio units to adequately ensure communications across emergency platforms are uninterrupted and available to all essential personnel.

The attached quote reflects a buyback option for our current radios but states that it is only available if all 30 units are purchased at the same time. If not, then the quoted unit price of \$2,797/unit would need to undergo an anticipated increase of approximately 10% bringing the unit price to \$3,100/unit.

Details

Information regarding equipment being replaced	Current inventory of XG-75 portable handheld radios (27)
Equipment Status	This will replace an existing piece of equipment (enter additional information below)

Supplemental Attachments

 [LCRA XL-95P Radio Quote\(/resource/cleargov-prod/projects/documents/caff46be41fee5da20e3.pdf\)](/resource/cleargov-prod/projects/documents/caff46be41fee5da20e3.pdf)
Quote for radios with the buyback option built in.

 [LCRA Email Info\(/resource/cleargov-prod/projects/documents/85c5f6fa703acfe87f55.pdf\)](/resource/cleargov-prod/projects/documents/85c5f6fa703acfe87f55.pdf)
Email with detailed quote information regarding pricing with and without buyback option

Capital Cost Details

With the need to replace radio units by early 2025, not all units will need to be purchased in the upcoming fiscal year. However, a large incurred cost of an estimated \$65,000 will need to be planned for the fiscal year of 2024/2025. This estimate is based on current pricing for the radio units and does not account for any potential price fluctuations in the future.

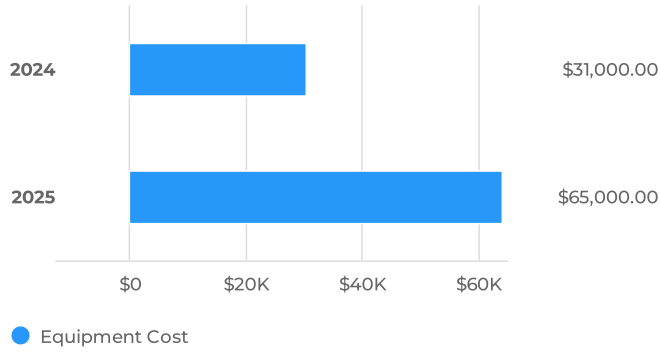
Capital Cost

FY2024 Budget
\$31,000

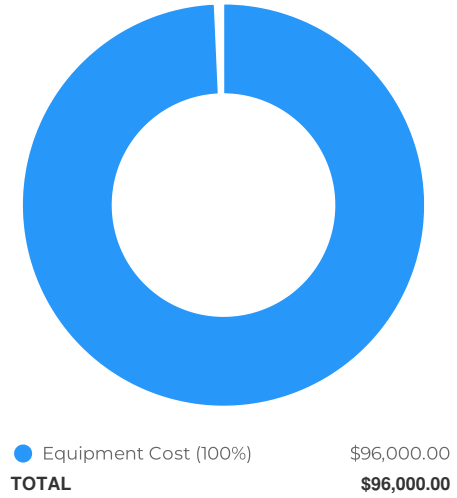
Total Budget (all years)
\$96K

Project Total
\$96K

Capital Cost by Year



Capital Cost for Budgeted Years

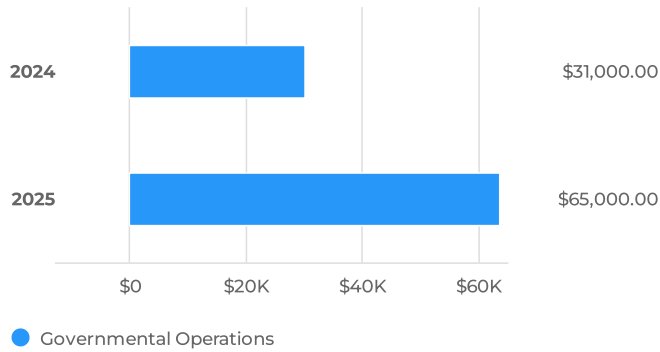


Capital Cost Breakdown			
Capital Cost	FY2024	FY2025	Total
Equipment Cost	\$31,000	\$65,000	\$96,000
Total	\$31,000	\$65,000	\$96,000

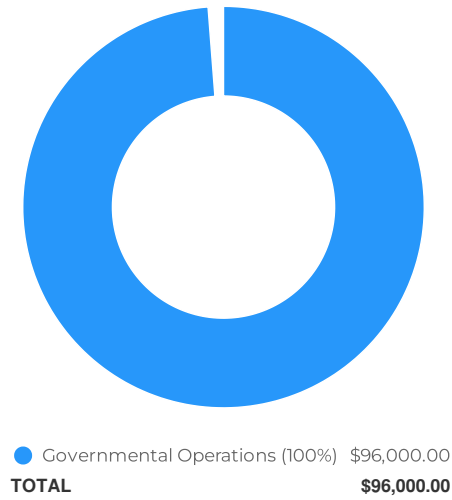
Funding Sources

FY2024 Budget **\$31,000** Total Budget (all years) **\$96K** Project Total **\$96K**

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown			
Funding Sources	FY2024	FY2025	Total
Governmental Operations	\$31,000	\$65,000	\$96,000
Total	\$31,000	\$65,000	\$96,000



Proposal

Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445
Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299
Telecommunications

Customer: CITY OF FAIROAKS RANCH **Work Order #:** 00000006195837
Address: 7286 Dietz Elkhorn ***Date:** 4/20/23
Fair Oaks Ranch, Texas 78015 *Pricing is valid for 30 days from the date of this Proposal.*

Statement of Work: Fair Oaks Ranch: XL95P w/ Buy Back

Purchase Order #: PO:

Comments: Requested By: S. Love

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
91090		XL95P, 700/800, P25 Trunking, System, BLK, Single Key AES/DES, Encryp Lite, Phase 2 TDMA, OTAP, 3100 MAH Battery, Charger, Belt Clip, 5 YR Warranty	30	2,797.3330	83,919.9900
Material Sub Total:					\$83,919.99

Labor Total: \$0.00

Material Total: \$83,919.99

Job Total: \$83,919.99

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.

From: [Stacy Love](#)
To: [Tim Moring](#)
Subject: FW: RADIOS
Date: Friday, April 21, 2023 12:33:19 PM
Attachments: [image002.png](#)
[Fair Oaks Ranch XL95P w BuyBack 000000006195837.pdf](#)

I already printed a copy, just wanted you to see the response.

From: Blanca Garcia <Blanca.Garcia@LCRA.ORG>
Sent: Thursday, April 20, 2023 1:32 PM
To: Stacy Love <SLove@fairoaksranchtx.org>
Subject: RE: RADIOS

CAUTION! This message was sent from outside your organization.
Exercise caution when opening attachments or clicking links. [Allow sender](#) | [Block sender](#)

Hi Stacy,
Attached is the quote you requested for 30 XL95P. DWC was able to provide a buyback of about \$400 per radio so that is included in this price, if y'all decide to purchase all 30 at once. Granted this buyback may not be available forever but we can revisit that once y'all get closer to a purchase date/next budget year.

I would anticipate a 5-10% increase be added per radio just to be on the safe side especially if y'all are planning on purchasing over a few years. That being said, that may or may not be needed... but better to have it and not use it, then to need it and not have it.

Let me know your thoughts and hope your class is going well!
Thanks,
Blanca

From: Stacy Love <SLove@fairoaksranchtx.org>
Sent: Wednesday, April 19, 2023 2:13 PM
To: Blanca Garcia <Blanca.Garcia@LCRA.ORG>
Subject: RADIOS

CAUTION - EXTERNAL EMAIL
Phishing? **Click the fish** in Outlook

Blanca,

Disregard my last email. Chief wants a quote for 30 XG-95s with buy back of our XG-75s. He would also like to know if we do a phase out do you expect any significant price change that would affect us from getting 8-10 a year.

Stacy

DET. Stacy Love #8116
Criminal Investigations Division
Fair Oaks Ranch Police Department
Email: SLOVE@FAIROAKSRANCHTX.ORG
Office: 1-(210) 698-0990 Ext 310
Fax #: (210) 698-1647



Tasers

Overview

Request Owner	Julie Lovelace, Accountant
Department	Public Safety & Emergency
Type	Other

Description

Will allow each officer to have their own taser plus an additional in case a spare is needed. (Purchase 5)

Details

Equipment Status	This is a new addition
------------------	------------------------

Supplemental Attachments

 [Taser Quote\(/resource/cleargov-prod/projects/documents/8f9783b8b397ad45c4d3.pdf\)](/resource/cleargov-prod/projects/documents/8f9783b8b397ad45c4d3.pdf)

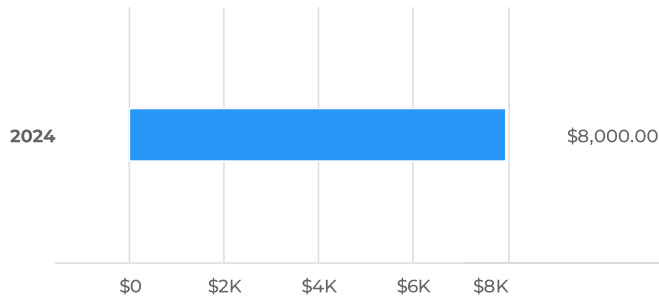
Capital Cost

FY2024 Budget
\$8,000

Total Budget (all years)
\$8K

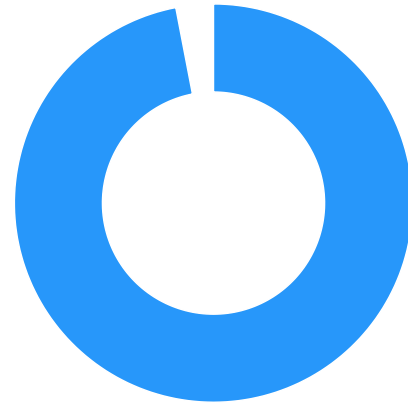
Project Total
\$8K

Capital Cost by Year



● Equipment Cost

Capital Cost for Budgeted Years



● Equipment Cost (100%) \$8,000.00
TOTAL \$8,000.00

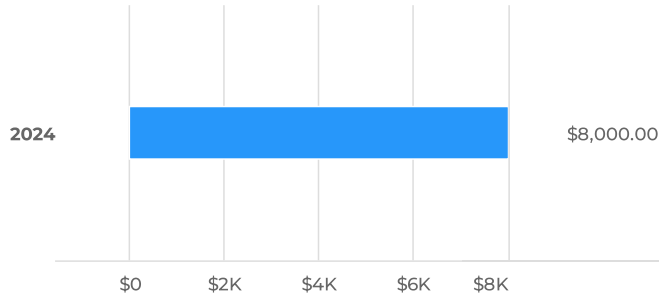
Capital Cost Breakdown

Capital Cost	FY2024	Total
Equipment Cost	\$8,000	\$8,000
Total	\$8,000	\$8,000

Funding Sources

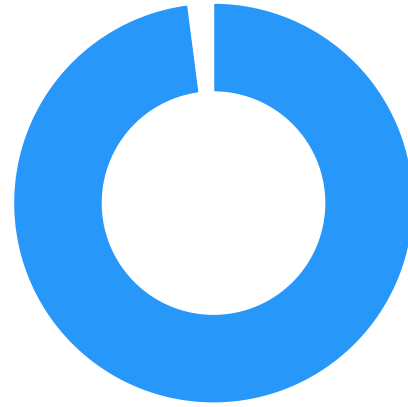
FY2024 Budget **\$8,000** Total Budget (all years) **\$8K** Project Total **\$8K**

Funding Sources by Year



● Governmental Operations

Funding Sources for Budgeted Years



● Governmental Operations (100%) \$8,000.00
TOTAL \$8,000.00

Funding Sources Breakdown		
Funding Sources	FY2024	Total
Governmental Operations	\$8,000	\$8,000
Total	\$8,000	\$8,000



AXON ENTERPRISE, INC.
 17800 N. 85th Street, Scottsdale, AZ 85255
 Contact us at ecommerce@axon.com

Quote Expires on: 4/4/2023

Buyer:

Alexander Willis
 Fair Oaks Ranch Police Dept. - TX
 210-698-0990
awillis@fairoaksranchtx.org

Bill To:

7286 DIETZ ELKHORN RD
 BOERNE
 TX - 78015-4707
 USA

Ship To:

7286 DIETZ ELKHORN RD
 BOERNE
 TX - 78015-4707
 USA

Quote Items:

PRODUCT	PRICE	QUANTITY	TOTAL
22190 25 FT STANDARD CARTRIDGE, X26/X26P NS	41.65	10	416.50
11003 YELLOW X26P CEW, HANDLE	1342.00	5	6710.00
11010 XPPM, SPARE CARTRIDGE BATTERY PACK, X26P	96.00	5	480.00

Contract #

This quote is valid for 30 days.

Quote Subtotal: \$7606.50
Estimated Quote Tax: \$0.00
Quote Grand Total: \$7606.50

Tax calculated at checkout. Ground shipping is
 no additional cost.

**Thank you for being a valued Axon customer. For your convenience, continue checkout
 with a credit card / PO / invoice on our online store my.axon.com/buy**

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MEMORANDUM

Date: April 21, 2023
To: Scott Huizenga, Interim City Manager
From: Grant Watanabe, Director of Public Works & Engineering Services
CC: Joanna Merrill, Director of Human Resources & Communications
Summer Fleming, Acting Director of Finance
Carole Vanzant, Assistant City Manager
Subj: **Reallocation of a Class of Positions – Maintenance Technician**

As part of the FY2023-2024 budget process, the Public Works Department respectfully requests that a Class of Positions (Maintenance Technician) be reallocated from Paygrade 13 to Paygrade 14. This is based on changed market conditions and increased city expectations for the position. The salary difference is approximately \$2k per FTE. Since there are currently 6 approved positions, the total cost of this reallocation request is approximately \$12k/year.

• What circumstances have changed significantly since the previous budgets were finalized to justify a position change request?

Maintenance Techs are required to perform a wide range of maintenance and repair tasks in all trades. This includes light, medium and heavy equipment operation, carpentry, plumbing, minor electrical, HVAC, welding, concrete work, landscaping and pavement repair. Maintenance techs are also essential workers who prepare for, respond to and enable the city's recovery from natural disasters such as flooding, ice/snow and wind storms. Their critical nature was demonstrated during the recent February ice storm that brought down hundreds of tree branches, many of which became safety hazards and had to be cleared from streets and access ways.

They work in an inherently hazardous industry. The use of heavy equipment, working within ROWs, providing traffic control and electrical work requires knowledge of safety hazards and risk management, awareness of surroundings at all times, and proper training/equipment to prevent serious injury to employees or residents. Falls, trips/slips, lacerations, and vehicle/equipment accidents are some potential impacts of poor decisions.

In general, the specific duties listed in the Maintenance Technician job description have not changed. What has changed is City and Department leadership expectations regarding the breadth and complexity of job tasks now being undertaken. For example, Maintenance Techs have always been responsible for drainage maintenance. In the past, this was limited to clearing blocked culverts or removing brush from an easement. Today, they are expected to use an engineering transit to shoot grades, use heavy equipment to excavate and restore ditch profiles, remove and dispose of tons of spoils, and properly install erosion control materials. In another example, Maintenance Techs have always been responsible for HVAC maintenance. In the past, this was limited to replacing filters. Today, as demonstrated at PD, they are modifying ductwork to

condition plenum space (above drop ceiling) to reduce humidity and condensation build-up, and relocating supply and return vents to improve circulation and air quality. The members of the maintenance team are also looking to bring components of the \$1M Annual Street Maintenance Program in-house if another FTE is approved (separate request). In addition, all Maintenance Techs are now expected to use Public Works IT tools (GIS work order management system, Collector app, Public Works Activity Map, etc.) as part of their daily duties.

The knowledge and skills required, level of complexity and safety hazards faced on a daily basis is on par with Utility Technicians (Pay Group 14). Similar to Utility Techs, Maintenance Techs are the face of the city and often must interface with disgruntled residents when working in the ROW doing street repair, tree trimming, drainage maintenance, traffic control or sign installation. They work predominantly in an outdoor setting in rain, wind, sun or snow and often in undesirable conditions. They must also possess strong communication and customer service skills to deescalate situations.

For as much as our Maintenance Techs do for our City, they are currently among the lowest compensated city employees, making less than the admin clerks whose primary duty is to answer the phone and redirect calls while they play on their phone. Due to changed market conditions, it is extremely difficult to recruit and retain qualified Maintenance Techs at the current paygrade. All current staff have been onboard for less than two years and they may not be here much longer. There are opportunities elsewhere that pay better and they sometimes receive cold-calls from other employers looking for skilled techs. The Public Works Department respectfully requests this reallocation request be approved in the FY2023-2024 budget cycle to help retain our Maintenance Techs and attract new talent to our city.

• How do you plan to fund this position creation or reclassification increases in your budget? o Salary savings from the previous budget year should not be used as justification for your department’s ability to fund a new position or a reclassification increase.

The salary difference between Paygrade 13 and 14 is approximately \$2k per FTE. Since there are currently 6 approved positions, the total cost of this reallocation request is approximately \$12k/year. Cost is not an issue. Any number of GLs can be reduced to cover the cost of this change if the change itself is supported by city leadership.



CITY OF FAIR OAKS RANCH POLICE DEPARTMENT

Item #9.

INTERNAL MEMORANDUM

TIM MORING, CHIEF OF POLICE

April 21, 2023

To: Scott Huizenga, Interim City Manager

From: Tim Moring, Chief of Police

CC: Joanna Merrill, Director of Human Resources
Summer Fleming, Interim Director of Finance

Subject: Justification of Reclassification of Field Training Officer to Patrol Corporal

As part of the FY 2023-2024 budget process, The Police Department respectfully requests to approve a Police Corporal position in place of four (4) current Police Officers that hold the Field Training Officer with stipend position. The position is necessary in the on-going efforts to retain quality officers and to maintain the level of service we provide to the residents.

What Circumstances have changed significantly since the previous budgets were finalized to justify a position change request?

The hiring and retention of qualified officers is one of the biggest personnel issues that police departments are now confronting. According to an article in the International Association of Chiefs of Police "Officers often cite limited opportunities to grow or 'move up' as a reason for leaving their current position. This is particularly true for the current generation of new officers graduating from police academies. For years, larger agencies have successfully used more opportunities in their agency to poach exceptional officers from smaller departments." I feel it is imperative that we maintain our competitiveness with the agencies in our surrounding area in our attempt to recruit and retain the highest quality candidates from the declining pool of qualified applicants available. To maintain the high standard of service already being offered to our Fair Oaks Ranch's residents, I believe that we can circumvent the losing of qualified officers by ensuring we adopt growth opportunities such as approving the Police Corporal positions.

Our department currently has four (4) Sergeants assigned as patrol supervisors and along with their patrol responsibilities they are tasked with additional time sensitive work by command staff. There are currently four (4) designated Field Training Officers whose primary responsibilities are the training and evaluation of new officers. Additionally, the field training officers are routinely tasked as being the supervisor on duty in the absence of the Sergeant. The Field Training Officer's duties are the same as Police Officers in that they do not define any supervisory responsibilities, but they are called upon for advice and expertise based on their training and experience when a Sergeant is unavailable. By approving the Police Corporal position, Field Training Officers would not be required to take on more responsibility without being compensated for such. Additionally, having continuity in the chain of command will ensure a supervisory member is

always available should the Sergeant be tasked with assisting administration or criminal investigations, which is often the case.

If this is a new position, please include a description of the location where the desk/work location will be.

The Police Corporals position will not require any additional workspace.

Include any additional startup costs, if any. – Equipment, Furniture, Computer, Phone, Training, Vehicle, Supplies, Uniforms, etc.

Uniforms - \$100.00 for rank insignia on uniforms for four (4) personnel.

Training/certifications - \$800.00 cost of TCOLE required New Supervisor Training course.

Describe why this position will, or will not, be needed in future budget years.

The city population, in sync with the number of officers needed to provide exceptional service to the residents, is expected to continue to grow for the foreseeable future. Additionally, continuous rapid growth in the area surrounding the City will increase traffic, school attendance, and call for service in general. To remain proactive in providing a higher level of service to our residents, the need for the Police Corporal position is now.

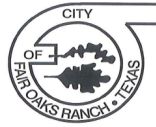
How do you plan to fund this position creation or reclassification increase in your budget? Salary savings from the previous budget year should not be used as justification for your department’s ability to fund a new position or a reclassification increase.

Upon approval of the Police Corporal position, the \$600/annual stipend for designated Field Training Officers will no longer be needed as the Corporal will take on the duties of training new officers. The motivation for patrol officers to have another opportunity to grow is the driving need for Corporals. Intent is to increase the general fund salary budget by adding a fourth pay group to the police pay schedule. This fourth pay group would fall between the Police Officer (PD-6) pay group and the Sergeant (PD-7) pay group. The Corporal pay group Step 1 salary would be estimated at \$67,200/annually under the 2184 hours (estimated based on current pay schedule for FY 22/23). By establishing this position, it would avoid the need to recruit, hire, and train new officers when veteran officers feel they do not have a chance to “move up” and leave for another local department. Rough estimates have shown it costs upwards of \$45,000 to recruit, hire, and successfully train a new officer in the department’s training program. Ensuring we retain the officers we currently have is essential in continuing to maintain the high level of service that is currently provided to our residents. The hiring and retaining of police officers have never been more crucial or difficult for police organizations than it is right now. Police Departments have to take a whole different approach to the process in order to adequately address these issues. I believe the approval of the Police Corporal position will address this issue and will aid the Police Department in retaining the officers we have invested so much in already.

Respectfully,



**Tim Moring
Chief of Police
Fair Oaks Ranch Police Department**



CITY OF FAIR OAKS RANCH

Position Description

Job Title:	Police Corporal
Department:	Police
Pay Grade:	--
Reporting Manager:	Sergeant/Lieutenant
FLSA:	Non-Exempt

GENERAL PURPOSE

Protects the city’s residents and property. Enforces laws and ordinances. Duties include but not limited to oversee the day-to-day work of assigned personnel to prevent crimes and enforce laws and ordinances. Conducts investigations, processes files, and inspects police reports to insure that they are properly completed. Serves as training coordinator for assigned officers.

SUPERVISION RECEIVED AND EXERCISED

Works under the supervision of the Police Sergeant. Exercises supervision over all Police Officers/ Field Training Officers in the City of Fair Oaks Ranch.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Assist with preparing work schedules for Police Officers. Provides oversight to corresponding day or night shift. Acts as shift supervisor in the absence of Sergeant, including establishing command at crime scenes and directing Police Officers & Field Training Officers. Assists in recruitment and other personnel activities, including interviews, selection, evaluation, and disciplinary recommendations. Assist in the preparation of crime analysis and other statistical reports. Review and approval of written reports and citations. Patrols an assigned area, by vehicle or by foot, to prevent crimes and enforces laws and ordinances. Responds to emergency calls and routine complaints and disturbances, including domestic disputes and alarms, and take necessary action, including performing first aid. Directs traffic, escorts traffic, operates traffic radar monitoring equipment, and issues traffic citations. Investigates traffic accidents and crimes against persons and property. Questions witnesses, complaints, and suspects, and takes statements and depositions. Serves warrants and makes arrests. Performs all departmental finger prints. Keeps records of activities and makes reports concerning crimes, complaints, accidents, and investigations. Appears in court as required. Shares information and works with other law enforcement agencies as directed and appropriate. Conducts security checks of business and residential areas on patrol route. Performs upkeep and simple maintenance of department vehicles. Assists emergency medical

personnel, firefighters, and animal control officers. Fosters good police-community relations among residents in the community. Assists with special activities such as bank deposits. Assists in criminal investigations. Assists with administrative clerical duties and department training. Serve as Internal Affairs Investigator on cases assigned by the Sergeant and/or Chief of Police. Review and update department policy and procedures as needed. May assist in preparing time sheets for payroll. Tags and logs evidence. May be used as a Field Training Officer.

PERIPHERAL DUTIES

Performs departmental public relations activities, including speaking to schools, churches, and other civic organizations as needed. May acts as specialist in relation to traffic, suspect apprehension, internal affairs, direct patrol, or other specialized assignments. Performs the duties of the Sergeant in their absence. Performs such other related duties as may be assigned.

MINIMUM EDUCATION & EXPERIENCE

Graduation from a high school or GED, two (2) year college degree preferred in police science, law enforcement, criminal justice administration, public administration, or a related field, five (3) years as a sworn officer and one (1) year as a Field Training Officer, and certification by the Texas Commission on Law Enforcement Officer Standards and Education.

KNOWLEDGE ABILITIES & SKILLS

Knowledge of:

- Texas Penal Code, Texas Family Code, city ordinances, departmental regulations, TABC, and law enforcement techniques.
- Radar operation and applicable procedures of use.
- Use and care of vehicles.
- Firearms and specialized equipment.
- Computer applications related to work.

Ability to:

- Select, develop, organize, motivate, train, supervise, evaluate, understand, and follow instructions, departmental policy, rules, regulations, and laws.
- Communicate clearly and concisely, orally and in writing.
- Attend and understand police officer training courses.
- Tolerate outside working conditions, including exposure to adverse weather conditions.
- Maintain appropriate necessary certifications, Texas driver’s license applicable to job responsibilities and good driving record.
- Use firearms and specialized equipment.

Skills:

- Operate a vehicle under emergency conditions.
- Establish and maintain effective working relations with other law enforcement agencies, judicial officials, and the general public.
- Analyze situations and adopt a quick, effective, and reasonable course of action.

- Supervise, train and evaluate assigned staff.

SPECIAL REQUIREMENTS

Ability to pass and maintain physical agility standards as set by the department. Ability to qualify and maintain firearms qualifications. Texas Commission on Law Enforcement Peace Officers License required. Successfully complete New Supervisor Training within one (1) year of appointment to this position.

EQUIPMENT

Work shall be performed with tools, appliances and equipment approved by those agencies and bodies that have control, authority or approval of the design working ranges or limitations of those items; employee has the responsibility to conform to those ranges and limitations. Equipment may include but is not limited to: Vehicles, Firearms, Intermediate Weapon, handcuffs, Breathalyzer, Radar Equipment, Computer, Calculator, Walkie Talkie, Multi-line telephone, Copier; Fax, scanner, and Digital Camera.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; run, stoop, kneel, crouch, or crawl; and smell. Occasionally the employee may be required to carry, lift, drag, or restrain individuals/animals. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts, in high, precarious places, and with explosives; is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. The noise level in the work environment is usually moderate.

SPECIAL NOTES FOR APPLICANTS

Formal application, rating of education and experience; oral interview, extensive physical agility test, extensive background testing, reference check, and other job related tests may be required.

Effective Date: --/--/--
Revision Date: 04/10/23

This position description is not intended to be construed as an exhaustive list of responsibilities, duties, and skills required. City management has exclusive rights to alter this job description at any time without notice. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by any person authorized to give instructions or assignments. This document does not create an employment contract, implied or otherwise, other than an “at-will relationship”.