

CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, April 07, 2022 at 6:30 PM
Public Safety Building, 7286 Dietz Elkhorn, Fair Oaks Ranch

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 of the foyer of the Public Safety Building. 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. Presentation of a Five-Year Service Award to Eric J. Guajardo, Utilities Clerk.
Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications
5. Recognition of Ernest W. Champion for being selected as the Water Environment Association of Texas Outstanding Municipal Operator of the Year.
Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications
6. Recognition of the Fair Oaks Ranch Utilities Division for receiving the Water Environment Association of Texas Municipal Wastewater Treatment Plant of the Year Award Category 1.
Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications
7. Introduction of new employee: Robert Ortiz, Code Compliance Officer.
Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications
8. Capital Improvements Advisory Committee Semiannual Report.
Paul Mebane, CIAC Chairperson

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.

9. Approval of the March 17, 2022 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

- [10.](#) Approval of Council Member Bliss' absence from the March 17, 2022 Regular City Council Meeting.

Christina Picioccio, TRMC, City Secretary

CONSIDERATION/DISCUSSION ITEMS

- [11.](#) Consideration and possible action approving a Resolution to appoint a member to fill the Fair Oaks Ranch Municipal Development District Board of Directors' Place 3 unexpired term.

Amanda Valdez, TRMC, Deputy City Secretary

- [12.](#) Consideration and possible action authorizing the City Manager to sign a Construction Agreement with Intermountain Slurry Seal for the City's Annual Street Maintenance and Repair Program.

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

- [13.](#) Discussion and possible action regarding a City Council Strategic Visioning Retreat.

Tobin Maples, AICP, City Manager

REQUESTS AND ANNOUNCEMENTS

14. Announcements and reports by Mayor and Council Members.
15. Announcements by the City Manager.
16. 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:

17. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
18. Cause No. 2022CI011978; Boerne Ranch Estates, LLC v. The City of Fair Oaks Ranch.
19. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.

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.

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

Signature of Agenda Approval: s/Tobin E. Maples

Tobin E. Maples, City Manager

I, Christina Picioccio, TRMC, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the City's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times.

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, April 4, 2022 and remained so posted continuously for at least 72 hours before said meeting was convened.

The Fair Oaks Ranch Public Safety Building is wheelchair accessible at the front 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).

To: Honorable Mayor Gregory C. Maxton and City Council Members
City of Fair Oaks Ranch

**Capital Improvements Advisory Committee Semiannual Progress Report
March 9, 2022 Meeting**

Overview:

A Capital Improvements Plan is required by LGC § 395, *Financing Capital Improvements Required by New Development in Municipalities, Counties and Certain other Local Governments*. The plan is to identify capital improvements or facility expansions required by new service units projected; and to include a description of the service area and projection of changes in land uses, densities, intensities, and populations in the service area over a 10-year period. Since the City imposes an impact fee, a periodic review shall be performed at least every five years to determine the need of updating the plans and/or impact fees.

To partially pay for the extension of its Water and Wastewater systems attributable to new development, the City of Fair Oaks Ranch has opted to charge impact fees as allowed under Texas Local Government Code Title 12. Subtitle C. Chapter 395 (Code).

The Code requires the governing body (City) to appoint a Capital Improvements Advisory Committee (CIAC). The CIAC serves in an advisory capacity and is established to:

1. advise and assist the City in adopting land use assumptions;
2. review the capital improvements plan and file written comments;
3. monitor and evaluate implementation of the capital improvements plan;
4. file semiannual reports with respect to the progress of the capital improvements plan and report to the City any perceived inequities in implementing the plan or imposing the impact fee; and
5. advise the City of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

Progress Report:

Chairperson Mebane called the semi-annual CIAC meeting to order at 9:00 AM, Wednesday, March 9, 2022. Below are the members present at roll call along with their designation and term expiration:

Paul Mebane, Chair (At Large) 9/30/22
Vice Chair Chris Weigand (Real Estate) 9/30/23
Joe DeCola (Real Estate) 9/30/24
John Guidry (At Large) 9/30/24
Seth Mitchell (At Large) 9/30/24
Marcus Garcia (Development) 9/30/22
Ben Koerner (At Large) 9/30/23

Chairperson Mebane declared a quorum present.

Absent were:

Arthur Waterman (Building) 9/30/23
Dana Green (Development) 9/30/22

Council and Staff Present:

Emily Stroup – Council Representative

Gregory C. Maxton, Mayor

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

Katherine Schweitzer, P.E. – Manager of Engineering Services

Julio Colunga, Assistant Director of Public Works

Scott Huizenga, Assistant City Manager, Administrative Services

Amanda Valdez, TRMC – Deputy City Secretary

Following introductions, staff provided updates on Capital Improvement Plans and Impact Fee Capital Projects. Staff also provided an update on Land Use Assumptions and answered questions of the members. The status of collections from each impact fee area was reviewed. The Committee voted to schedule future meetings on the first Thursday of every March and September at 9:00 AM.

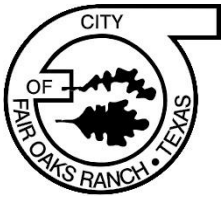
COMMITTEE RECOMMENDATIONS:

1. There has been no significant change in the Capital Improvement Plan or the Land Use Assumptions, and therefore there is no need for any change in the current Impact Fees.
2. Construction costs have been rising significantly recently. The CIAC requested Public Works to check with Freese and Nichols, the contractor who prepared the most recent Impact Fee report, to determine if they had an estimate of the impact of the rising costs.
3. It was also noted that options and preliminary costs for the major Wastewater Plant project may be available in time for the next CIAC meeting in September 2022.
4. The Land Use Assumptions project FOR buildout in 2030 with the additional of around 2,000 new water meters between 2020 and 2030, thus averaging about 200 per year. Growth rates since 2014 have been in the range of 50-75 new meters per year. The impact of this should be reviewed when new Impact Fees are calculated in 2024-2025.

The next Semi Annual CIAC meeting will take place on September 1, 2022.

Signed: _____
Paul Mebane, CIAC Chairperson

Date: _____



CITY OF FAIR OAKS RANCH
CITY COUNCIL REGULAR MEETING

Thursday, March 17, 2022 at 6:30 PM

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

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

Council Present: Mayor Maxton and Council Members: Stroup, Elizondo, Koerner, Parker, and Muenchow

Council Absent: Council Member Bliss

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

To address the Council, please sign the Attendance Roster located on the table at the entrance of the Council Chambers. 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 - Mark Dorazio, candidate for Texas House Precinct 122, spoke of important issues to him and asked for support as the most conservative candidate in his race.

CONSENT AGENDA

4. **Approval of the March 3, 2022 Special City Council meeting minutes.**
5. **Approval of the March 3, 2022 Regular City Council meeting minutes.**
6. **Approval of the second reading of an Ordinance adopting Fiscal Year 2021-22 Budget Amendments.**
7. **Approval of a Resolution adopting the Rules of Procedure of the Fair Oaks Ranch Zoning Board of Adjustment.**
8. **Approval of Stone Creek Ranch Unit 2C Tree Plan.**
9. **Approval of a Preliminary Plat request from Green Land Ventures Ltd., for Stone Creek Ranch Unit 2C proposing 54 single-family residential lots, generally located north-west of the intersection of Rolling Acres Trail and Ammann Road, City of Fair Oaks Ranch, Texas.**
10. **Approval of Council Member Bliss' absence from the May 19, 2022 Regular City Council Meeting.**

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

VOTE: 6-0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

11. **Consideration and possible action approving a First Amendment to the Memorandum of Understanding between the City of Fair Oaks Ranch and Fair Oaks Ranch Homeowners Association to include additional annual FORHA community events and authorizing the City Manager to execute the Amendment.**

MOTION: Made by Council Member Stroup, seconded by Council Member Koerner, to approve the First Amendment to the Memorandum of Understanding between the City and FORHA to include additional annual FORHA community events and to authorize the City Manager to execute the Amendment.

VOTE: 6-0; Motion Passed.

12. **Discussion and possible action regarding the draft City Council Code of Ethics Ordinance.**

Council agreed to move forward by having Council review the code and provide a redline version with comments on the document to the City Secretary no later than April 1, 2022 for compilation. The City Secretary, will in turn, send all comments/questions to the City Attorney after which there will be a review at the first May Council meeting. The question of whether inclusion of other boards and commissions will be considered at a later time. Mayor Maxton also asked for consideration of the Code of Conduct and whether it should be one document or the two separate documents.

13. **Discussion and possible action on the Civic Center Project.**

After a discussion amongst Council members staff was asked to begin looking into reinvigorating this project and to get pricing quotes for Council to consider again at a future meeting.

REPORTS FROM STAFF AND COUNCIL

14. Scott Huizenga, Assistant City Manager of Administrative Services, provided to Council a presentation of the Popular Annual Financial Report for the fiscal year ended September 30, 2021.

REQUESTS AND ANNOUNCEMENTS

15. **Announcements and reports by Mayor and Council Members.**

Mayor Maxton announced the State of the City event on March 24, 2022 and invited guests to purchase tickets as there's a limited amount left. The Mayor also announced the passing of resident, R.W. Pratt at the age of 99. Mayor Maxton also reminded all of the FORHA sponsored Easter Egg Hunt on April 3, 2022 from 2 PM – 4 PM at Vestal Park. Lastly the Mayor informed all that the last meeting of the Council to be held in the City's Council Chambers due to upcoming renovations. The new venue will be the Police Training Room until further notice.

16. **Announcements by the City Manager.**

City Manager Tobin Maples, let all present know that the install of livestreaming equipment will begin next week. Mr. Maples also informed all that the Code Compliance Officer and Environmental

Program Manager have been hired. Mr. Maples also let all present know that the wastewater treatment plant study kickoff meeting has taken place.

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

There were no requests made by council for future agenda items.

CONVENE INTO EXECUTIVE SESSION

City Council convened into Executive Session at 7:55 PM regarding:

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:

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

19. Cause No. 2022CI011978; Boerne Ranch Estates, LLC v. The City of Fair Oaks Ranch.

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.

RECONVENE INTO OPEN SESSION

City Council reconvened into Open Session at 8:07 PM. No action was taken.

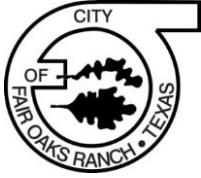
ADJOURNMENT

Mayor Maxton adjourned the meeting at 8:08 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
April 7, 2022

AGENDA TOPIC: Approval of Council Member Bliss' absence from the March 17, 2022 Regular City Council Meeting.

DATE: April 7, 2022

DEPARTMENT: City Council

PRESENTED BY: Consent Agenda - Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

Council Member Bliss' absence from the March 17, 2022, City Council meetings is due to personal reasons.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Complies with Section 3.09 of the Home Rule Charter.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Agenda - I move to approve Council Member Bliss' absence from the March 17, 2022 City Council Meeting.



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
April 7, 2022

AGENDA TOPIC: Consideration and possible action approving a Resolution to appoint a member to fill the Fair Oaks Ranch Municipal Development District Board of Directors' Place 3 unexpired term

START DATE: April 7, 2022

DEPARTMENT: City Secretary

PRESENTED BY: Amanda Valdez, TRMC, Deputy City Secretary

INTRODUCTION/BACKGROUND:

Section 3.04 (d) of the City Charter provides the Mayor shall appoint, upon nomination by majority vote of the City Council, the members of citizen advisory boards and commissions.

The MDD's Rules of Procedure state that "one (1) member shall be a person who is a member of the Fair Oaks Ranch Homeowner's Association". On February 17, 2022 City Council voted to remove Rene Gallegos from Place 3 of the MDD Board of Directors thus leaving a vacancy for his term ending September 30, 2023. FORHA has recommended for appointment, David Fairhurst, as their representative. Mr. Fairhurst emailed his application to the City Secretary in accordance with the City's procedures.

Tonight's agenda item is to appoint a member to the Place 3 unexpired term.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Complies with Section 2, Vacancies and Resignations, of the Fair Oaks Ranch Municipal Development District Rules of Procedure relative to a filling a Director's unexpired term.
2. Having all of the Board seats filled through citizen participation is an essential element in maintaining balance, common sense, and community values.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

None.

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to appoint David Fairhurst to fill the unexpired term for Place 3 on the Municipal Development District Board of Directors.

A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH APPOINTING A MEMBER TO FILL THE UNEXPIRED TERM FOR PLACE 3 ON THE FAIR OAKS RANCH MUNICIPAL DEVELOPMENT DISTRICT BOARD OF DIRECTORS

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

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

WHEREAS, Article II, Board of Directors, of the MDD's Rules of Procedure provides one (1) member shall be a person who is a member of the Fair Oaks Ranch Homeowner's Association; and,

WHEREAS, on February 17, 2022, the appointed FORHA representative on the Board of Directors, Place 3, was removed from appointment by City Council; and,

WHEREAS, Section 2, Vacancies and Resignations, of the MDD's Rules of Procedure provides that if a vacancy occurs within a term, the appointment will be for the unexpired term of the vacated position; and,

WHEREAS, the City Council deems it necessary to appoint a member to fill the unexpired term on the Board.

WHEREAS, after receiving an application of interest and recommendation by the FORHA Board of David Fairhurst as their representative; and,

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

Section 1. The following qualified citizen volunteer is appointed to serve on the City of Fair Oaks Municipal Development District Board of Directors, effective 4/7/2022:

Place 3 (FORHA)	David Fairhurst	Term: 4/7/2022 - 9/30/2023
-----------------	-----------------	----------------------------

PASSED and APPROVED this 7th day of April, 2022.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary

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



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 7, 2022

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Construction Agreement with Intermountain Slurry Seal for the City's Annual Street Maintenance and Repair Program

DATE: April 7, 2022

DEPARTMENT: Public Works

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

INTRODUCTION/BACKGROUND:

In FY2020-2021, an alternate method for roadway preservation known as micro-surfacing was introduced and applied on 107,108 square yards of streets in the Deer Meadow Estates subdivision. This road preservation method is completed with high-quality aggregates combined with polymer-modified asphalt emulsion to create a long-lasting, high-performance wearing course. It carries similar pavement preservation characteristics as the chip seal but does not include large aggregate to wear off in the future. The FY2021-2022 Pavement Rehabilitation Plans include 151,305 square yards of this application, as detailed in the Project Maps included in the Agreement.

The City has an Interlocal Agreement with Bexar County, allowing us to and enter into an Agreement with the awarded contractor and take advantage of the bid pricing they received. The lowest bidding contractor from the Bexar County competitive bid for this project was Intermountain Slurry Seal. The pricing included in that Agreement has been utilized for this Project.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Strategic Action Plan items for Responsible Growth Management and Reliable and Sustainable Infrastructure.
- Utilizing the pricing from the Interlocal Agreement with Bexar County allows the City to take advantage of pricing that was received for larger quantity projects.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgeted \$1,000,000 under Street Maintenance (01-642-254) for this year's Street Maintenance and Repair Program. This agreement will cover the micro-surfacing component of the Program. Under a separate agreement, the remaining amount will cover fog seal, mill & overlay, striping/reflective pavement markers and signage in various area throughout the City. These maintenance activities will preserve and extend the life of our pavement and avoid reconstruction which is both costly and disruptive.

LEGAL ANALYSIS:

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

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a Construction Agreement with Intermountain Slurry Seal in the amount of \$650,355.00 with a 5% contingency in the amount of \$ 32,517.75 for a total value not to exceed \$ 682,872.75.

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 Intermountain Slurry Seal, 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, 2022.

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: Tobin Maples, AICP

Name: _____

Title: City Manager

Title: _____

ADDRESS FOR NOTICE:

CITY

CONTRACTOR

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

Intermountain Slurry Seal, Inc.
Attn: Kevin Harris, P.E.
701 E. Main St.
Lewisville, Tx 75057

Exhibit “A”
SCOPE OF SERVICES



520 North 400 West, North Salt Lake, UT 84054

Phone (801) 532-8200 | Fax (801) 526-6198

ESTIMATE**Contractor:** City of Fair Oaks Ranch**Project Number:** N/A**Contractor:** Intermountain Slurry Seal**Contact:** Kevin Harris**Project Name:** 2022 Micro-surfacing**Date:** 3.18.22**Letting Time:** N/A**Phone:** 682.229.0843**Fax:****Email:** kevin.harris@gcinc.com

Item #	Description	Quantity	Unit	Unit Price	Total
1	* Furnish & Install Ty II Micro-surfacing *Secured through an Inter-local Agreement with the Bexar County Contract No.: 346	2,270	TON	\$ 286.50	\$ 650,355.00
					<hr/> \$ 650,355.00

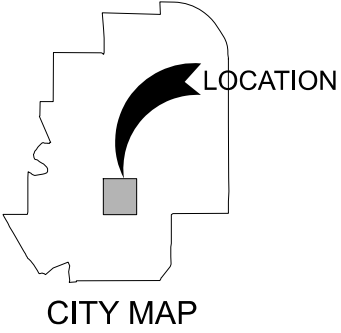
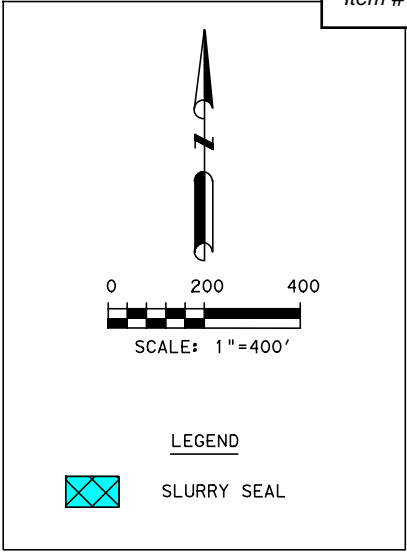
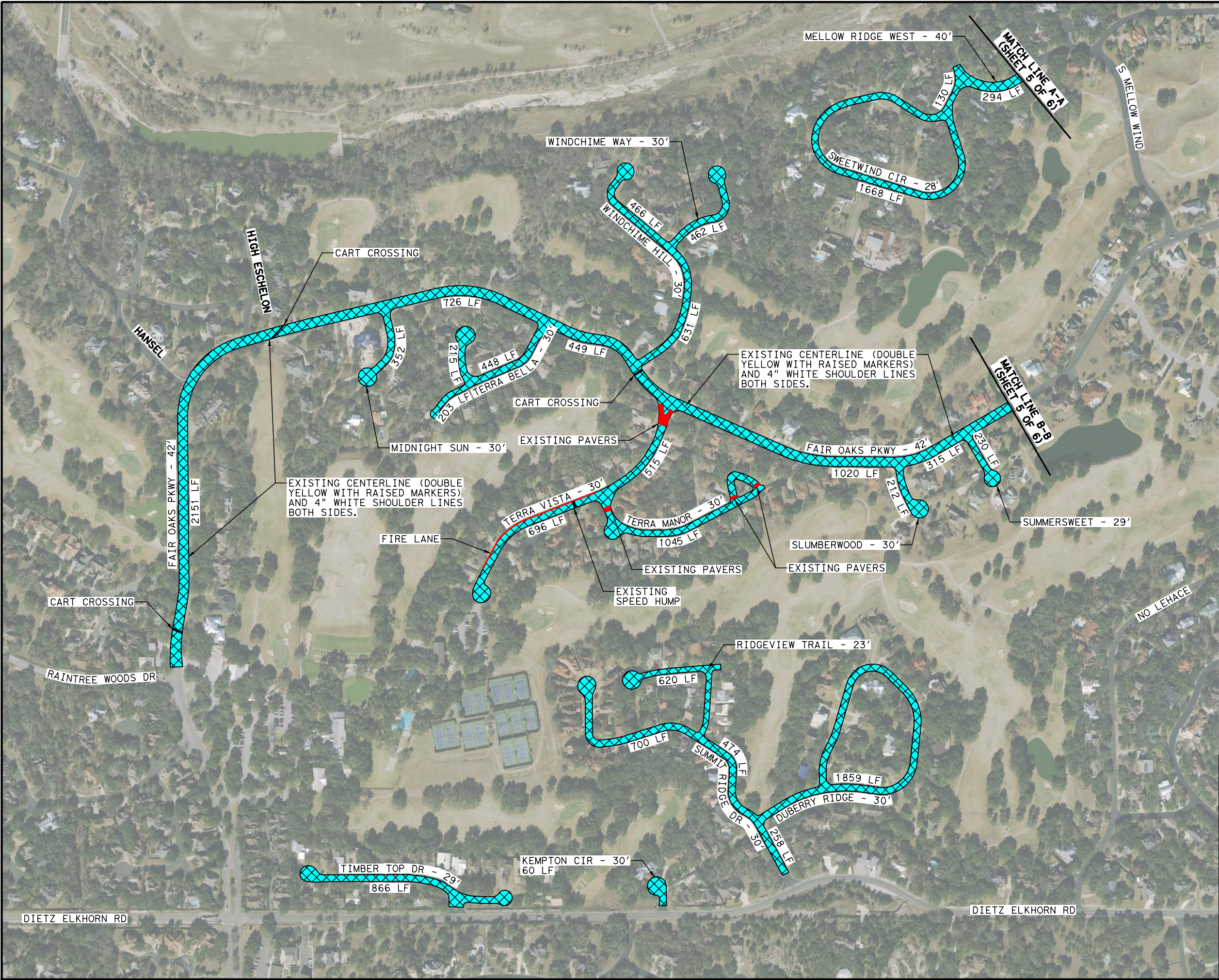
Quote is for Labor, Equipment, and Materials for Micro-surfacing Only**NOTES:**

- * Micro-surfacing to be placed in one lift at a rate of 30 lbs/SY (Composite) for 151,305 SY.
- * Work to performed using Truck Mount pavers or continuous paver.
- * Work to scheduled during the timeframe that Intermountain addresses other local City projects.
- * It is recommended that the streets be checked for any patching needs and patched accordingly by the City.
- * City to provide a staging area for micro-surfacing operations.
- * City to ensure tree limbs are cut to a minimum vertical clearance of 12' prior to micro-surfacing operations.
- * Estimated to complete Micro-surfacing in 10 shifts.
- * This project to be billed per TON of actual material placed at the specified rate in the field.
- * Traffic control for Mirco-surfacing operations only.
- * Streets to be closed on a temporary basis using Cones and/or Folding barricades during paving operations.
- * ISS to provide 1 week notice prior to starting work, and must have a mutually agreed upon schedule.

EXCLUSIONS:

- * Pavement Markings, Temporary Pavement Markings, Striping Layout, Pavement Marking and Tab Removal, Crack Sealing, Patching, Heavy Debris Removal, Noise Permits and Herbicide application.

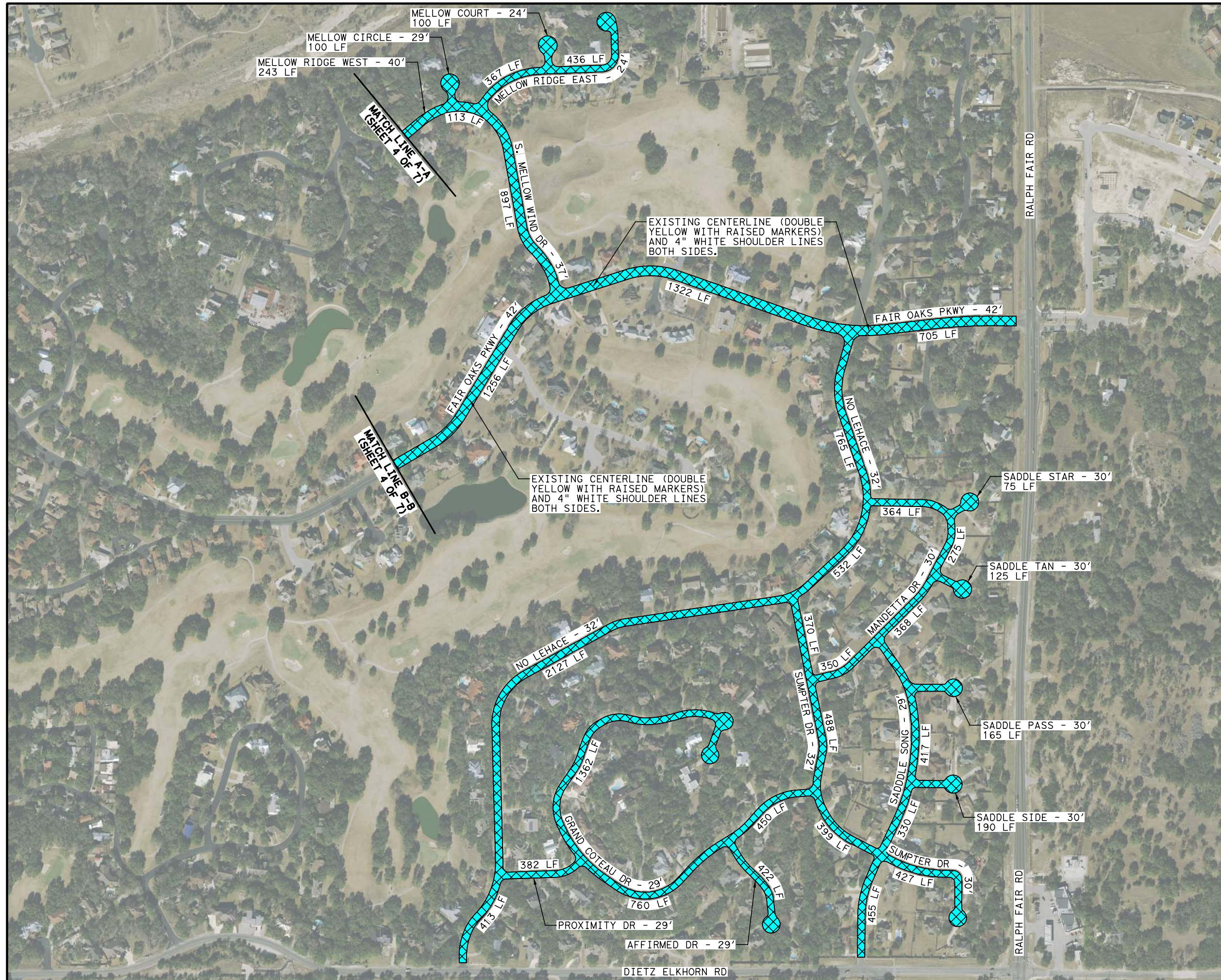
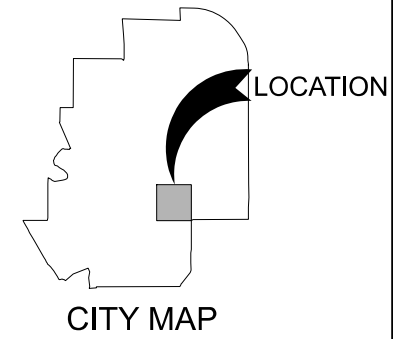
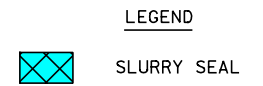
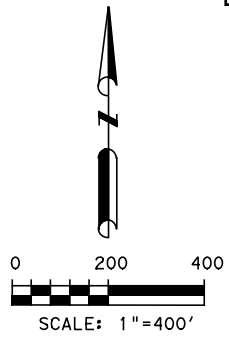
Estimate valid for 30 days.**Please review, sign and return VIA fax to (972)353.6275 or e-mail to kevin.harris@gcinc.com**_____
Authorized Signature_____
Date



Legacy Engineering Group, PLLC
7800 W Interstate 10, Ste. 830, San Antonio, Texas 78230, 210.493.3700
TBPE Firm Registration No. 20623

FAIR OAKS RANCH
PAVEMENT RESTORATION
(SLURRY SEAL)

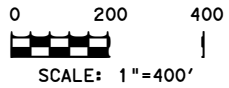
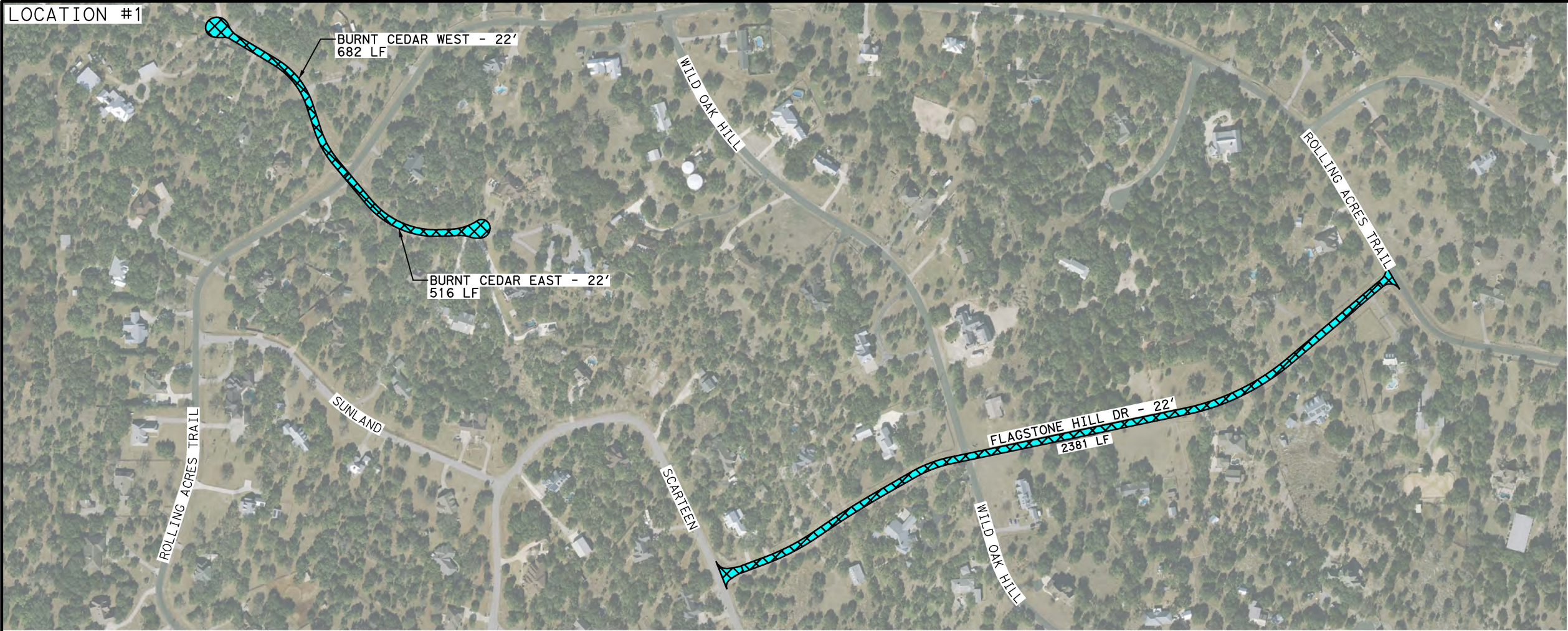
FED. RD. DIV. NO.		PROJECT NO.		SHEET
6		-		7
STATE	DIST.	COUNTY		
TEXAS	SAT	BEXAR, COMAL, & KENDALL		
CONT.	SECT.	JOB	ROADWAY	
-	-	-	VARIOUS	



Legacy Engineering Group, PLLC
7800 W Interstate 10, Ste. 830, San Antonio, Texas 78230, 210.493.3700
TBPE Firm Registration No. 20623

**FAIR OAKS RANCH
PAVEMENT RESTORATION
(SLURRY SEAL)**

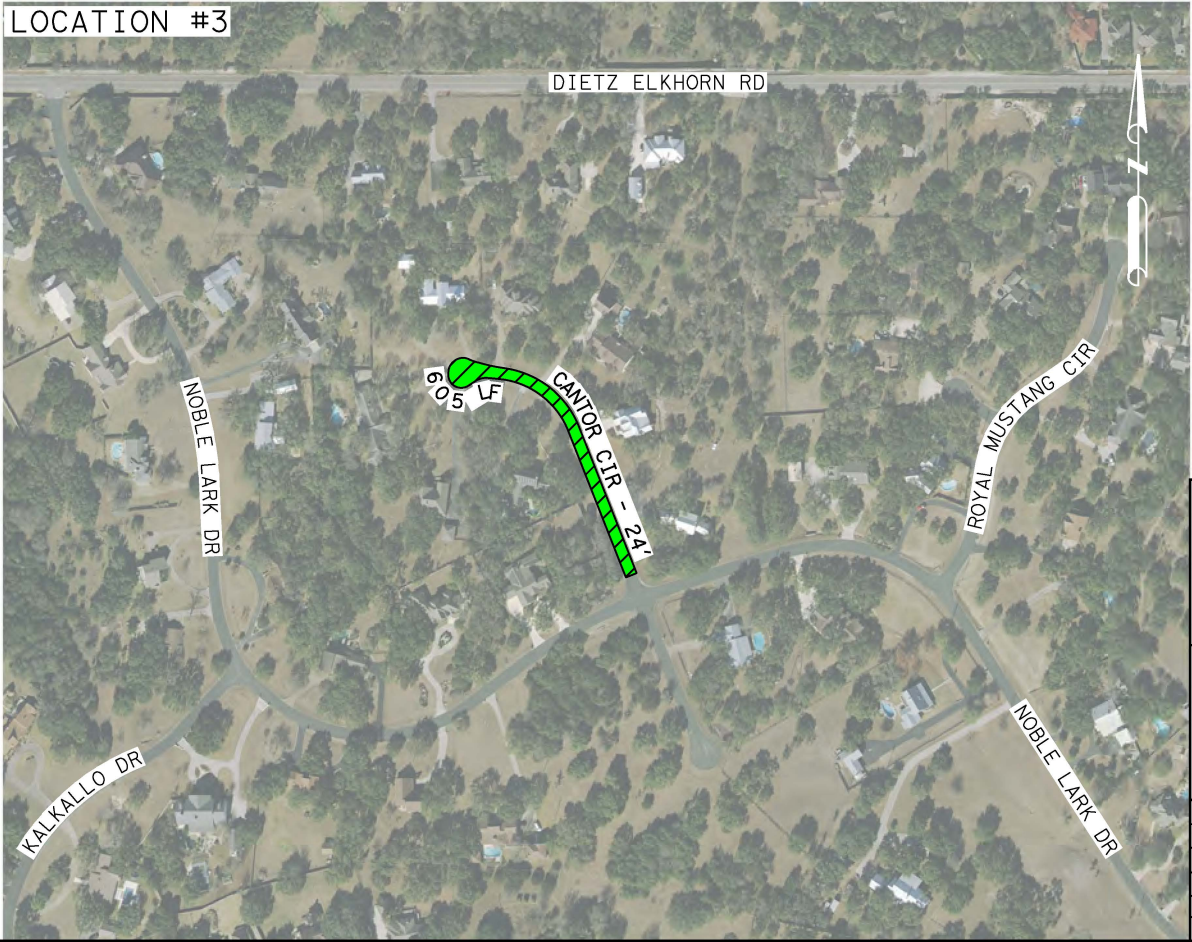
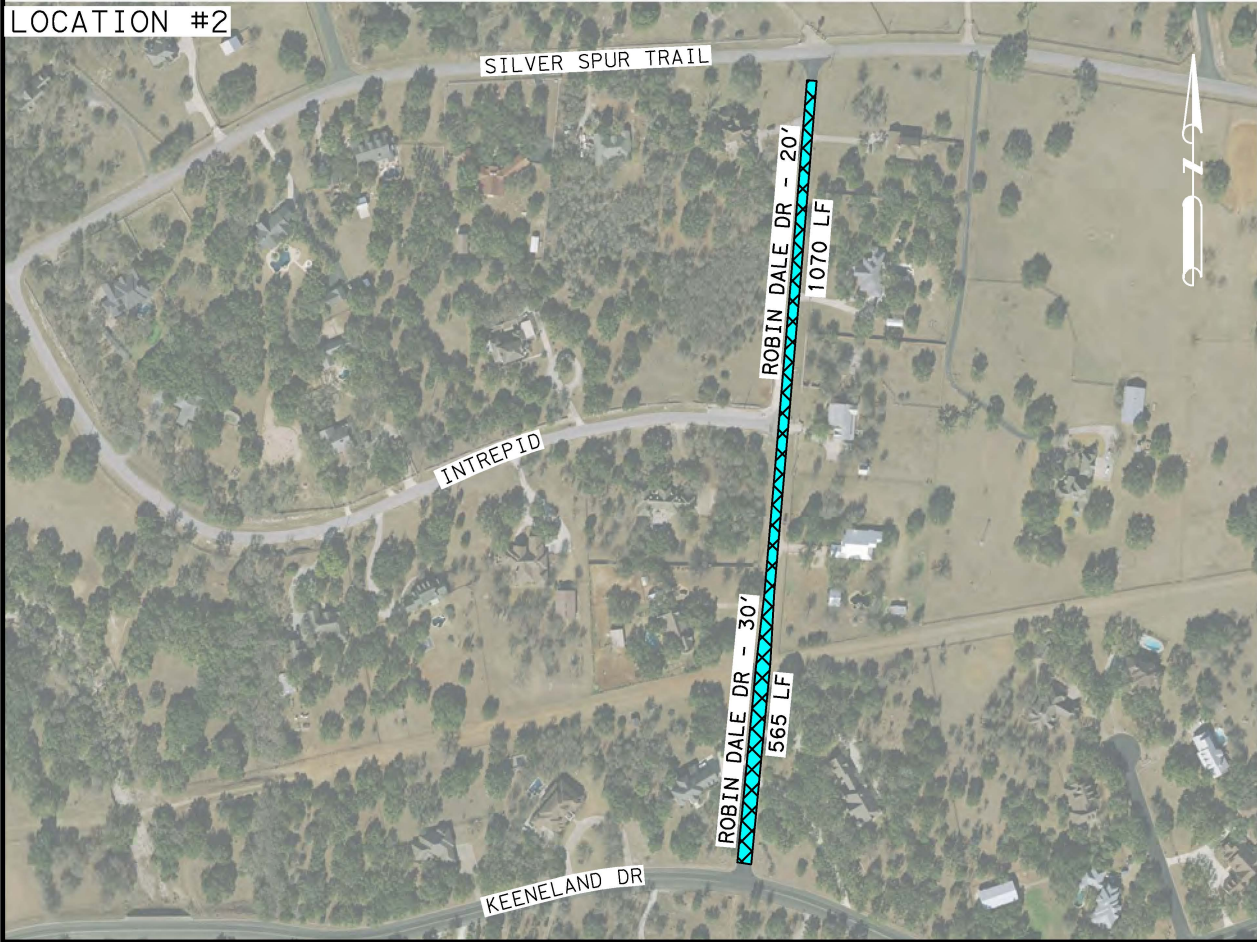
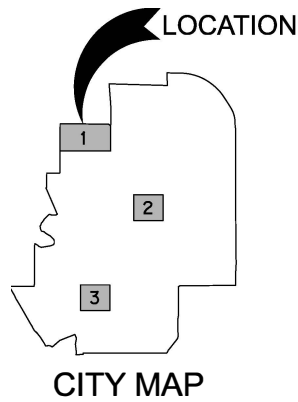
FED. RD. DIV. NO.		PROJECT NO.		SHEET
6		-		8
STATE	DIST.	COUNTY		
TEXAS	SAT	BEXAR, COMAL, & KENDALL		
CONT.	SECT.	JOB	ROADWAY	
-	-	-	VARIOUS	



LEGEND

FOG SEAL

SLURRY SEAL



Legacy Engineering Group, PLLC
7800 W Interstate 10, Ste. 830, San Antonio, Texas 78230, 210.493.3700
TBPE Firm Registration No. 20623

FAIR OAKS RANCH

PAVEMENT RESTORATION
(FOG & SLURRY SEAL)

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET 6 OF 7
STATE TEXAS	DIST. SAT SECT.	SHEET 9
CONT.	JOB	COUNTY BEXAR, COMAL, & KENDALL
		ROADWAY VARIOUS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2022
Item #12.

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

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

PRODUCER LIC #0C36861 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111		1-415-403-1491	CONTACT NAME: Kimberly Leikam PHONE (A/C, No. Ext): 415-403-1491 E-MAIL ADDRESS: kleikam@alliant.com	FAX (A/C, No): 415-874-4818	
INSURED Intermountain Slurry Seal, Inc. 585 West Beach Street Watsonville, CA 95076		INSURER(S) AFFORDING COVERAGE INSURER A: VALLEY FORGE INS CO INSURER B: TRANSPORTATION INS CO INSURER C: INSURER D: INSURER E: INSURER F:			NAIC # 20508 20494

COVERAGES

CERTIFICATE NUMBER: 64886738

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GL2074978689	10/01/20	10/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Contractual	X	X	BUA2074978692	10/01/20	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC274978658 (NY) WC274978661 (MT,WI,HI) WC274978644 (AOS/Stop Gap) WC274978630 (CA)	10/01/21 10/01/21 10/01/21 10/01/21	10/01/22 10/01/22 10/01/22 10/01/22	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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


Job #TBD / Fair Oaks Ranch FY22

City of Fair Oaks Ranch, Texas and all of its present, future and former agents, employees, officials and representative are included as Additional Insured where required by written & executed Agreement and per the attached endorsements. Coverage is primary & non-contributory and waivers of subrogation apply. Thirty (30) days notice of cancellation or material change in coverage provided.

GL Per ISO Form CG0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER

CANCELLATION

1652 City of Fair Oaks Ranch 7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015-4707 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

schultzv
64886738

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
03/25/2022

NAME OF INSURED: Intermountain Slurry Seal, Inc.

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.



**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law;
 - b. That required by the "written contract";
 - c. That described in **B.1.** above; or
 - d. That afforded to you under this policy,whichever is less.
4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or

any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D.** Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury,"for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc.

POLICY NUMBER: GL2074978689
EFFECTIVE: 10/01/2020

COMMERCIAL GENERAL LIABILITY

CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Any construction project as required by a written contract or agreement that was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed		Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ENDT. NO.	POLICY NO.	ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT:
26	GL 2074978689	Granite Construction Incorporated	10/01/20



POLICY NUMBER: GL2074978689
EFFECTIVE: 10/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGES – NOTICE OF CANCELLATION
OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.
2. Address: Per Certificates of Insurance on file with the broker.
3. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

POLICY NUMBER: BUA2074978692

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Granite Construction Incorporated**Endorsement Effective Date: 10/01/2020****SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Notice of Cancellation or Material Change –
Designated Person or Organization**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. **Name:** Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. **Address:** Per Certificates of Insurance on file with the broker.

3. **Number of days advance notice:**

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
19	BUA 2074978692

Complete Only When This Endorsement Is Not Prepared With the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT
Granite Construction Company	10/01/2020



Countersigned by


Authorized Representative

EA/M19BB18

G-39543A

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT IN ALL STATES WHERE APPLICABLE.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS – CALIFORNIA

This endorsement changes the policy to which it is attached.

It is agreed that Part One - Workers' Compensation Insurance G. Recovery From Others and Part Two - Employers' Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is N/A.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/01/2021	Policy No.	WC274978644 Valley Forge Insurance Co.	Endorsement No.	000
			WC274978658 Transportation Insurance Co.		
Insured	Granite Construction Incorporated		WC274978661 Transportation Insurance Co.	Premium \$	
			WC274978630 Valley Forge Insurance Co.		

Countersigned by _____



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



G-20472-A
(Ed. 10/93)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract

2. Notice will be mailed to:

Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

Address: Per Certificates of Insurance on file with the broker

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-1-21

Policy No. WC274978630 Valley Forge Insurance Company

WC274978644 Valley Forge Insurance Company

WC274978658 Transportation Insurance Company

WC274978661 Transportation Insurance Company

WC 99 06 06

G-20472-A
(Ed. 10/93)

Page 1 of 1



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

April 7, 2022

AGENDA TOPIC: Discussion and possible action regarding a City Council Strategic Visioning Retreat

DATE: April 7, 2022

DEPARTMENT: Administration

PRESENTED BY: Tobin E. Maples, AICP, City Manager

INTRODUCTION/BACKGROUND:

The purpose of this agenda item is to solidify the high-level framework for continuing the cycle of strategic planning through a City Council Strategic Visioning Retreat.

By way of background, the current Strategic Action Plan (SAP) was adopted in 2019. At that time, the City Council held a facilitated Strategic Visioning Retreat with a third-party consultant for the purpose defining citizen-driven service expectations and risk mitigation strategies with the resources necessary to deliver them in the annual budget. Within this framework, an SAP based on five pillars and encompassing a five-year planning horizon was established. The five pillars of the SAP are as follows:

- ❖ Financial Integrity
- ❖ Responsible Growth Management
- ❖ Reliable and Sustainable Infrastructure
- ❖ Public Safety, Health, and Welfare
- ❖ Operational Excellence

Since its adoption, the SAP has been reviewed annually by City Council and serves as one of the primary drivers of the City's annual budgeting process. From a best practice perspective, structural elements of the SAP should be evaluated regularly on a three-to-four-year cycle. An evaluation cycle of this nature allows each council to develop ownership in the plan and ensures operational continuity relative to What, When, and at What Cost.

Inclusive of reviewing structural elements, the following additional topics have been identified as warranting discussion at the next City Council Strategic Visioning Retreat. Each of these topics will include multiple subtopics that could be further defined and incorporated under one of the five pillars of the SAP.

- ❖ Core Services and Expectations
- ❖ Growth Management Strategies
- ❖ Bond Program & CIP Implementation Strategies

If Council is ready to move forward, staff will finalize a contract and scope of services with Strategic Government Resources, Inc. (SGR). SGR facilitated the 2019 retreat, so they are keenly aware of our process and ready to mobilize. The basic framework for the retreat will be as follows:

1. April 2022
 - a. Finalize SGR scope of services
 - b. SGR will interview individual council members
 - c. SGR will synthesize findings
2. May 2022
 - a. SGR will facilitate a 1.5-day Strategic Visioning Retreat
 - i. Friday (9 am to 4 pm)
 - ii. Saturday (9 to noon)
 - b. SGR will assist staff with organizing retreat outcomes
3. June/July, 2022
 - a. Staff and Council will finalize SAP revisions
 - b. Staff and Council will conduct a series of FY 23 budget workshops

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Develop and Maintain a Budget Process that links with the Strategic Action Plan and Ensures Continuity and Excellence of Financial Reporting.
- Provides the citizens, the government, and the City staff with a financial plan for utilizing the City's available funds during the upcoming fiscal year to accomplish the City's goals and objectives.
- Establishes priorities among City programs; defining the financial framework that will be used to periodically check the status of City operations.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to finalize a contract and scope of services with SGR for a 2022 City Council Strategic Visioning Retreat.