



## CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, June 19, 2025 at 6:30 PM

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

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

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### AGENDA

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#### 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. Recognition of Casey Parker, Multimedia and Communications Officer, for receiving the E-Newsletter Award of Excellence from the Texas Association of Municipal Information Officers

Jim Williams, MBA, ICMA-CM, Assistant City Manager

#### 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 5, 2025 Regular City Council meeting minutes

Christina Picioccio, TRMC, City Secretary

6. Approval of a resolution authorizing the execution of an agreement with Pavement Restoration, Inc. for asphalt rejuvenator, expenditure of the required funds, and execution of all applicable documents by the City Manager

Clayton Hoelscher, Procurement Manager

7. Approval of a resolution authorizing the execution of an agreement with JCM Commercial Services, LLC for sealcoating, expenditure of the required funds, and execution of all applicable documents by the City Manager

Clayton Hoelscher, Procurement Manager

8. Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas amending the Fair Oaks Ranch Code of Ordinances, Appendix A Fee Schedule, Article A2.000 Building Fees

Scott Davis, Building Official

## **PUBLIC HEARING**

9. Public Hearing concerning the creation of the Post Oak Public Improvement District, pursuant to the provisions of Chapter 372 of the Texas Local Government Code
- A. Mayor opens the public hearing
  - B. Report from the Administration
  - C. City Council receives public testimony for/against the proposed creation of the Post Oak Development Public Improvement District
  - D. The Mayor closes the public hearing
  - E. The City Council may discuss the proposed creation of the Post Oak Development Public Improvement District

Jim Williams, MBA, ICMA-CM, Assistant City Manager

10. Public Hearing on the extension of the Fair Oaks Ranch city limits by annexation of a +/- 346 acre tract of land within Comal and Kendall County, Texas generally located south and west of Ammann Road and east of the Stone Creek Ranch subdivision
- A. Mayor opens the public hearing
  - B. Report from the Administration
  - C. City Council receives public testimony for/against the proposed annexation of a +/- 346 acre tract of land within Comal and Kendall County, Texas generally located south and west of Ammann Road and east of the Stone Creek Ranch subdivision
  - D. The Mayor closes the public hearing
  - E. The City Council may discuss the proposed annexation of a +/- 346 acre tract of land within Comal and Kendall County, Texas generally located south and west of Ammann Road and east of the Stone Creek Ranch subdivision

Carole Vanzant, CPM, Assistant City Manager

## **CONSIDERATION/DISCUSSION ITEMS**

11. Consideration and possible action approving a resolution by the City Council of the City of Fair Oaks Ranch, Texas approving a Services Agreement for the provision of municipal services for a tract of property on Ammann Road; authorizing the City Manager to execute the Agreement; and providing for an effective date of the Agreement

Carole Vanzant, CPM, Assistant City Manager



- [12.](#) Consideration and possible action approving the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas providing for the extension of the Fair Oaks Ranch city limits by the annexation of a +/- 346 acre tract of land within Comal and Kendall County, Texas generally located south and west of Ammann Road and east of the Stone Creek Ranch subdivision; and providing for an effective date

Carole Vanzant, CPM, Assistant City Manager

- [13.](#) Consideration and possible action approving a resolution of the City Council of the City of Fair Oaks Ranch, Texas authorizing and approving the submission of a grant application for the State and Local Cybersecurity Grant Program and authorizing the City Manager to execute all documents in connection therewith

Brian LeJeune, IT Manager

- [14.](#) Consideration and possible action approving a resolution establishing a fire and Emergency Medical Services (EMS) committee to review and evaluate matters related to public safety services; and providing an effective date

Gregory C. Maxton, Mayor

Scott M. Huizenga, ICMA-CM, City Manager

- [15.](#) Consideration and possible action approving a resolution directing the City Manager to terminate a Chapter 377 Project Funding Agreement Economic Development Agreement between the City of Fair Oaks Ranch, Texas and the Fair Oaks Ranch Municipal Development District

Scott M. Huizenga, ICMA-CM, City Manager

## WORKSHOP

- [16.](#) FY 2025-26 General Fund Department Budget Workshop: Finance, City Secretary, Administration, Communications, Human Resources, Information Technology, and Non-departmental/shared

Summer Fleming, CGFO, Director of Finance

Christina Picioccio, TRMC, City Secretary

Jim Williams, MBA, ICMA-CM, Assistant City Manager

Joanna Merrill, PSHRA-SCP, Director of Human Resources & Communications

Brian LeJeune, IT Manager

## REQUESTS AND ANNOUNCEMENTS

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

**ADJOURNMENT**

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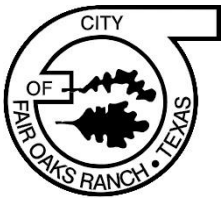
**Signature of Agenda Approval:** s/Scott M. Huizenga

Scott M. Huizenga, City Manager

I, Christina Picioccio, TRMC, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the City's website [www.fairoaksranchtx.org](http://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 16, 2025 and remained so posted continuously for at least 72 hours before said meeting was convened. A quorum of various boards, committees, and commissions may attend the City Council meeting

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



## CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, June 05, 2025 at 6:30 PM

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

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

### MINUTES

#### OPEN MEETING

##### 1. Roll Call - Declaration of a Quorum

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

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

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

#### CITIZENS and GUEST FORUM

##### 3. Citizens to be heard.

Carole Willoughby inquired when City Council approved and budgeted for the Flock Camera System in the City. She also expressed concern about the potential for misuse of the system.

Mayor Maxton read the following letters from residents:

Residents Garry & Christine Graham expressed opposition to the proposed Community Center and offered suggestions for alternative sites.

Patricia Altimore outlined several points in opposition to the proposed Community Center at the City Campus and advocated for a smaller facility dedicated solely to municipal use.

#### PRESENTATIONS

##### 4. Recognition of Joanna Merrill, Director of Human Resources, for receiving the TMHRA Lone or Almost Alone Ranger of the Year Award

Assistant City Manager Jim Williams recognized Joanna Merrill, Director of Human Resources, for receiving the TMHRA Lone or Almost Alone Ranger of the Year Award.

*At the request of Mayor Maxton, the City Council agreed to adjust the order of the agenda to move the CIAC Semi-annual report and the Executive Session items forward.*

#### REPORTS FROM STAFF AND COMMITTEES

##### 23. Capital Improvements Advisory Committee (CIAC) Semi-Annual Report and Impact Fee Recommendations

Grant Watanabe, Director of Public Works and Engineering, presented a semi-annual report to the City Council on behalf of Chairperson Paul Mebane, which included a recommendation that Council adopt the maximum allowable impact fees as calculated by Freese & Nichols.

**CONVENE INTO EXECUTIVE SESSION**

City Council convened into closed session at 6:47 PM regarding:

- 27. The City Council will meet in closed session pursuant to Texas Government Code Section 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease, or value of real property for the potential future location of municipal facilities.**

**RECONVENE INTO OPEN SESSION**

City Council reconvened into Open Session at 7:27 PM. No action was taken.

**CONSENT AGENDA**

- 5. Approval of the corrected May 1, 2025 City Council meeting minutes**
- 6. Approval of the May 13, 2025 Special City Council meeting minutes canvassing the election**
- 7. Approval of the May 13, 2025 Special City Council Open House minutes**
- 8. Approval of the May 15, 2025 Regular City Council meeting minutes**
- 9. Approval of the May 20, 2025 Regular City Council meeting minutes**
- 10. Approval of a resolution authorizing the transfer of K-9 Officer Buddy**

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

**VOTE:** 7 - 0; Motion Passed

**PUBLIC HEARING**

- 11. The City of Fair Oaks Ranch City Council will conduct a public hearing to receive public testimony on proposed amendments to the City of Fair Oaks Ranch Code of Ordinances, Appendix A Fee Schedule, Article A2.000 Building Fees**
  - A. Mayor Maxton opened the public hearing at 7:29 PM.
  - B. Building Official Scott Davis provided a report to Council on proposed updates to the fee schedule.
  - C. City Council did not receive public testimony for/against the proposed updates to the fee schedule
  - D. The Mayor closed the public hearing at 7:33 PM.
  - E. The City Council discussed the proposed updates to the fee schedule and asked clarifying questions of staff.

**CONSIDERATION/DISCUSSION ITEMS****12. Consideration and possible action approving the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Appendix A Fee Schedule, Article A2.000 Building Fees**

MOTION: Made by Council Member Swarek, seconded by Council Member Pearson, to approve the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Appendix A Fee Schedule, Article A2.000 Building Fees.

VOTE: 7 - 0; Motion Passed.

**13. Consideration and approval of a resolution by the City Council of the City of Fair Oaks Ranch, Texas authorizing and approving Publication of Notice of Intention to issue Certificates of Obligation; complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12; and providing an effective date.**

MOTION: Made by Council Member Rhoden, seconded by Council Member Swarek, that the City Council adopt a resolution authorizing and approving Publication of a Notice of Intention to issue Certificates of Obligation.

VOTE: 7 - 0; Motion Passed.

**14. Consideration and possible action approving a resolution directing the City Manager to submit an Amendment to the Chapter 377 Project Funding Agreement between the Fair Oaks Ranch Municipal Development District and the City of Fair Oaks Ranch to include the full construction cost for the Community Center Project and authorizing execution of all applicable documents by the City Manager**

MOTION: Made by Council Member Stroup, seconded by Council Member Rhoden, to postpone this agenda item indefinitely.

VOTE: 7 - 0; Motion Passed.

**15. Consideration and possible action approving a resolution setting a public hearing date for proposed amendments to Land Use Assumptions, Capital Improvement Plans, and Water and Wastewater Impact Fees**

*The Mayor exited the meeting at 8:05 PM and returned at 8:07 PM.*

MOTION: Made by Council Member Parker, seconded by Council Member Stroup, to approve a resolution setting a public hearing for July 17, 2025, at 6:30 p.m., during the regular City Council meeting, for proposed amendments to the City's land use assumptions, capital improvement plans, and water and wastewater impact fees.

VOTE: 7 - 0; Motion Passed.

**16. Consideration and possible action approving a resolution adopting the FY 2026-30 Five-Year Financial Plan**

MOTION: Made by Council Member Swarek, seconded by Council Member Pearson, to approve a resolution adopting the FY 2026-30 Five-Year Financial Plan.

VOTE: 7 - 0; Motion Passed.

**17. Consideration and possible action approving a resolution amending the City of Fair Oaks Ranch's Personnel Policies**

MOTION: Made by Council Member Rhoden, seconded by Council Member Olvera, to approve a resolution amending the City of Fair Oaks Ranch's Personnel Policies.

VOTE: 7 - 0; Motion Passed.

**18. Consideration and possible action approving a resolution to appoint Council Members as members or liaisons to various boards, committees, and commissions**

MOTION: Made by Council Member Olvera, seconded by Council Member Stroup, to approve a resolution assigning council members as members or liaisons to the boards, committees, and commissions.

VOTE: 7 - 0; Motion Passed.

**WORKSHOP****19. Budget Process Introduction**

Summer Fleming, Director of Finance, led a workshop with City Council providing an overview of the City's budget process.

*Council Member Swarek exited the meeting at 8:36 PM and returned at 8:38 PM.*

**20. FY 2025-26 General Fund Department Budget Workshop - Public Works and Public Safety**

Director of Finance Summer Fleming provided an overview of the general fund after which Chief of Police Todd Smith provided details on the budget for Public Safety. Following his presentation the Director of Public Works & Engineering Services, Grant Watanabe, presented the Public Works budget.

**21. Recap of Transportation Safety Advisory Committee submittals**

Assistant City Manager Carole Vanzant led a workshop with Council regarding submittals to the Transportation Safety Advisory Committee. Council directed staff to bring a resolution to a future council meeting authorizing the City Manager to submit a request to TxDOT for a reduction in speed on Ralph Fair Road to 45 mph in the city limits.

**REPORTS FROM STAFF AND COMMITTEES****22. FY 2025-26 Boards and Commissions**

City Secretary Christina Picioccio informed the Council of the process and timeline to fill open positions on various city boards and commissions for terms beginning October 1, 2025 and announced that the application deadline is August 1, 2025.

**REQUESTS AND ANNOUNCEMENTS****24. Announcements and reports by Mayor and Council Members**

Mayor Maxton announced that the northbound lane of Fair Oaks Parkway will be closed from June 9–13, 2025, for the mill and overlay project. He advised residents to be mindful of detours and to avoid the area when possible. The Mayor also informed residents that the City is partnering with the Fair Oaks Ranch Homeowners Association to host an Oak Wilt Workshop Saturday June 7, 2025 at 10:00 AM at the Spring Creek United Methodist Church.

**25. Announcements by the City Manager**

N/A

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

N/A

**ADJOURNMENT**

Mayor Maxton adjourned the meeting at 9:40 PM

ATTEST:

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Gregory C. Maxton, Mayor

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Christina Picioccio, TRMC, City Secretary





## CITY COUNCIL CONSENT ITEM

### CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing the execution of an agreement with Pavement Restoration, Inc. for asphalt rejuvenator, expenditure of the required funds, and execution of all applicable documents by the City Manager

DATE: June 19, 2025

DEPARTMENT: Finance

PRESENTED BY: Consent Item: Clayton Hoelscher, Procurement Manager

#### **INTRODUCTION/BACKGROUND:**

The City budgeted \$900,000 for various street maintenance projects this fiscal year. This agenda item covers the asphalt rejuvenator component of the program. This year's plan includes 163,781 square yards of asphalt rejuvenator treatment. A map showing the locations for each application is included for reference.

The City is utilizing an Interlocal Agreement for this purchase. The City has an Interlocal Agreement with Bexar County, allowing the City to take advantage of the bid pricing the County receives. The lowest bidding contractor from the Bexar County competitive bid was Pavement Restoration, Inc.

The City recommends adding a 5% contingency to the contract, resulting in a total cost of \$249,356.57.

#### **POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

- Supports 3.4 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives.
- 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.
- Complies with Competitive Procurement Requirements.

#### **LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The City budgeted \$900,000 for this year's Street Maintenance and Repair Program. This agreement will cover the asphalt rejuvenator component of the program. The cost for asphalt rejuvenator is \$237,482.45 with contingency in the amount of \$11,874.12, for a total cost of \$249,356.57.

#### **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 as **Exhibit A**.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item: I move to approve a resolution authorizing the execution of an agreement with Pavement Restoration, Inc. for a total value not to exceed \$249,356.57, expenditure of the required funds, and execution of all applicable documents by the City Manager.

## A RESOLUTION

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PAVEMENT RESTORATION, INC. FOR ASPHALT REJUVENATOR, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

**WHEREAS**, the City of Fair Oaks Ranch (the “City”) included funds in FY 2024-25 for the Street Maintenance Program, and

**WHEREAS**, Chapter 791 of the Texas Local Government Code allows local governments to enter into Interlocal Agreements with other local governments or state agencies, and

**WHEREAS**, the City previously executed an Interlocal Agreement with Bexar County which allows the City to utilize existing pricing, and

**WHEREAS**, the cost for the asphalt rejuvenator component of the program is \$237,482.45 with a 5% contingency not to exceed a total cost of \$249,356.57, and

**WHEREAS**, the City Council of the City of Fair Oaks Ranch supports this purchase and authorizes the execution of an agreement with Pavement Restoration, Inc. **(Exhibit A)**.

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

- Section 1** The City Council hereby authorizes the City Manager to execute an agreement with Pavement Restoration, Inc. for asphalt rejuvenator, to expend required funds up to \$249,356.67, and to execute any and all applicable documents to effectuate this resolution.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED, APPROVED, and ADOPTED on this 19<sup>th</sup> day of June 2025.**

\_\_\_\_\_  
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christina Picioccio, TRMC  
City Secretary

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

**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 Pavement Restoration, 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, 2025.

#### **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.

**29. Liquidated Damages.** Contractor hereby acknowledges that the award of the contract includes the requirement to timely commence the work on the Project in accordance with the fully executed Contract. Contractor hereby further agrees to pay to City as liquidated damages the applicable sum quoted below, for each calendar day in excess of the time set forth for completion of the Project. Time of completion is of the essence for the Project.

For each day that any work shall remain uncompleted after the time specified in the Contract, or the increased time granted by the City, or as equitably increased by additional work or materials ordered after the Contract is executed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due from the City:

AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES
Less than \$25,000.00	\$100.00 Per Day
\$25,000.00 to \$99,999.99	\$150.00 Per Day
\$100,000.00 to \$499,999.99	\$200.00 Per Day
\$500,000.00 to \$1,000,000.00	\$250.00 Per Day
More than \$1,000,000.00 (sliding scale)	\$350 Per Day first 30 days; \$400 Per Day 31-60 days; \$500 Per Day 90 days and beyond

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the default shall continue after the time stipulated in the Contract for completing the work. The said amounts are fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages that the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain and which shall be retained from the monies due, or that may become due, under the Contract; and if said monies be insufficient to cover the amount owing, then the surety shall pay any additional amounts due. Notwithstanding the foregoing, in the event that the actual damages incurred by the City exceed the amount of liquidated damages, the City shall be entitled to recover its actual damages.

### **30. Warranty**

The Contractor shall provide a warranty covering defect of material and workmanship for one calendar year following final completion of the Project.

### **31. Retainage**

For each progress payment made prior to Final Completion of the Work, the City may withhold retainage in the amount of 10%. Retainage will be released upon achievement of Final Completion and acceptance by the City.

EXECUTED on \_\_\_\_\_.

CITY:

CONTRACTOR:

By:\_\_\_\_\_

By:\_\_\_\_\_

Name: Scott M. Huizenga

Name: \_\_\_\_\_

Title: City Manager

Title:\_\_\_\_\_

ADDRESS FOR NOTICE:

CITY

CONTRACTOR

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

Pavement Restoration, Inc.  
Attn: Rob Wiggins  
P.O. Box 1532  
Boerne, TX 78006



**Exhibit “A”**

**SCOPE OF SERVICES**



# PAVEMENT RESTORATION, Inc

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CITY OF FAIR OAKS RANCH  
ATT: PUBLIC WORKS  
MR S FRIED  
ASST PUBLIC WORKS DIRECTOR

5/20/25

## FORMAL PROPOSAL

---

REF: - RECLAMITE REJUVENATOR APPLICATION  
POSSIBLE START DATE: JUNE 2025 ONWARDS TBD

Completed Turn – key APPLICATION @ \$ 1.45 per sq yard

APPLICATION TURNKEY OF ASPHALT STREET ASSETS  
MAP / STREETS PER PUBLIC WORKS SCHEDULE IDENTIFIED OF 163,781 SQ YDS

**Inclusive: Mobilization**

- Street assessment
- Resident Notification
- Traffic control
- Reclamite
- Product application
- Sanding (WASHED CONCRETE SAND)
- Sweeping up residue sand next day
- Before / After street core samples to Independent Lab Analysis

**TOTAL PROPOSAL VALUE                      \$ 237,482.45**

*RBWggms*

**SIGNED: Rob Wiggins**  
**President**

**Pavement Restoration Inc**

## 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

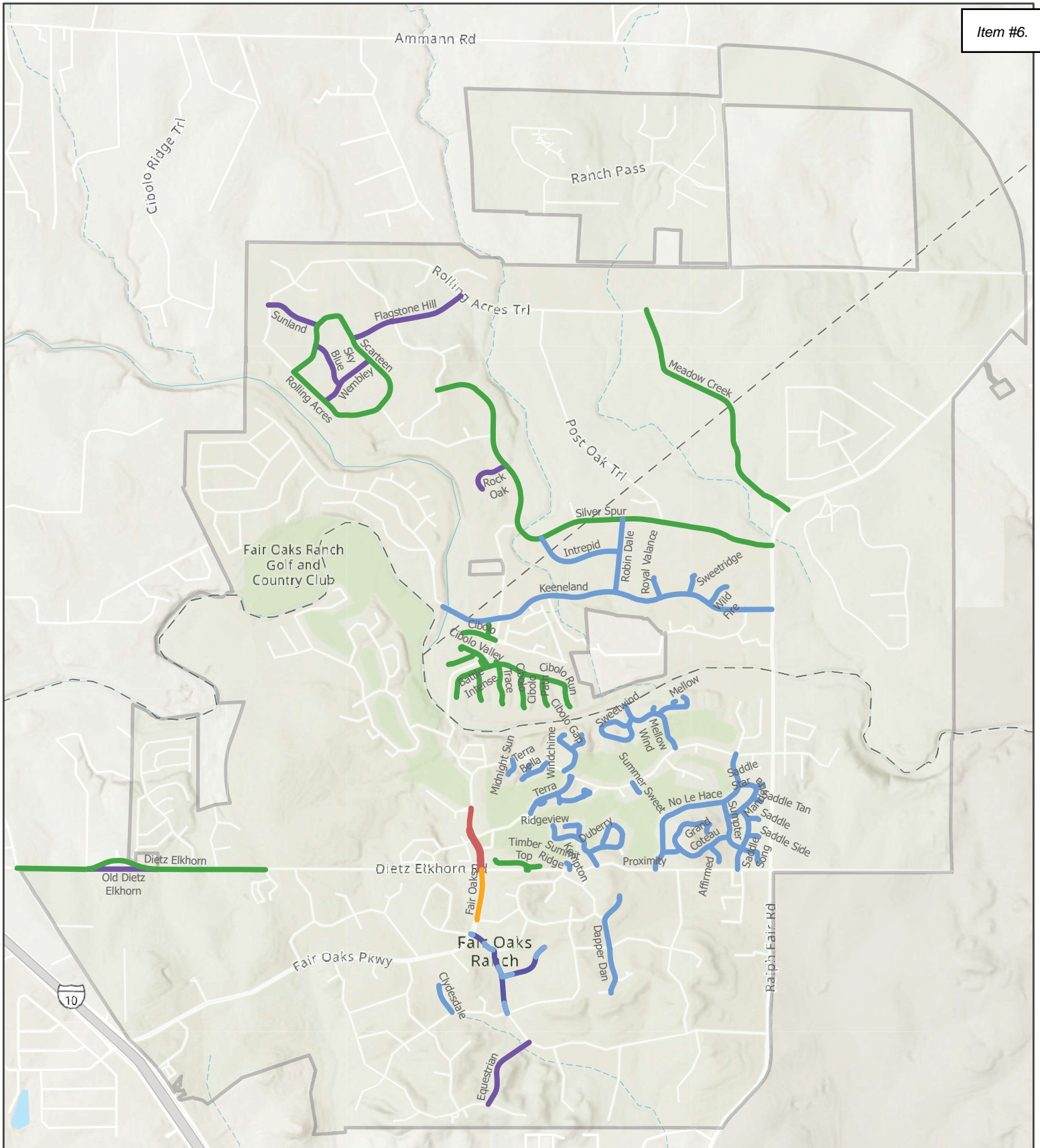
- representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
  14. A valid certificate of insurance verifying 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”**

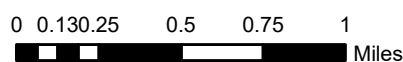
**EVIDENCE OF INSURANCE**

TO BE PROVIDED PRIOR TO CONTRACT EXECUTION

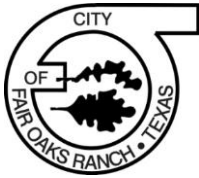


### Proposed Activity

- FOR - Fog Seal (In House)
- FOR - Fog Seal (TRMSS)
- FOR - Micro Seal
- FOR - Mill & Overlay
- FOR - Rejuvenation
- FOR - Rejuvenation and Fog Seal (In House)



### PAVEMENT RESTORATION (FY 25 Plan)



## CITY COUNCIL CONSENT ITEM

### CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing the execution of an agreement with JCM Commercial Services, LLC for sealcoating, expenditure of the required funds, and execution of all applicable documents by the City Manager

DATE: June 19, 2025

DEPARTMENT: Finance

PRESENTED BY: Consent Item: Clayton Hoelscher, Procurement Manager

#### **INTRODUCTION/BACKGROUND:**

The City budgeted \$900,000 for various street maintenance projects this fiscal year. This agenda item covers the asphalt sealcoating component of the program. This year's plan includes 114,891 square yards of sealcoating, also known as fog seal. A map showing the locations for each application is included for reference.

To support this effort, an Invitation for Bids was advertised. A total of five bids were received on May 22 and JCM Commercial Services LLC was the lowest bidder for this project. A summary of the bids is provided below:

- |                               |              |
|-------------------------------|--------------|
| • JCM Commercial Services LLC | \$256,271.10 |
| • Bexar Pipeline & Utilities  | \$258,504.00 |
| • Black Rock Industries       | \$373,906.65 |
| • Gallo Paving                | \$385,353.38 |
| • Stripe it Up, LLC           | \$398,134.18 |

The City recommends adding a 5% contingency to the contract, resulting in a total cost of \$269,084.66.

#### **POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

- Supports 3.4 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives
- Complies with Competitive Procurement Requirements

#### **LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The City budgeted \$900,000 for this year's Street Maintenance and Repair Program. This agreement will cover the sealcoating component of the program. The cost for sealcoating is \$256,271.10 with contingency in the amount of \$12,813.56, for a total cost of \$269,084.66.



**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 as **Exhibit A**.

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item: I move to approve a resolution authorizing the execution of an agreement with JCM Commercial Services LLC for a total value not to exceed \$269,084.66, expenditure of the required funds, and execution of all applicable documents by the City Manager.

## A RESOLUTION

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH JCM COMMERCIAL SERVICES LLC FOR SEALCOATING, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

**WHEREAS**, the City of Fair Oaks Ranch (the "City") included funds in FY 2024-25 for the Street Maintenance Program, and

**WHEREAS**, bids were received in accordance with Texas Local Government Code Chapter 252, and

**WHEREAS**, JCM Commercial Services LLC was the lowest responsible bidder, and

**WHEREAS**, the cost for the sealcoating component of the program is \$256,271.10 with a 5% contingency not to exceed a total cost of \$269,084.66, and

**WHEREAS**, the City Council of the City of Fair Oaks Ranch supports this purchase and authorizes the execution of an agreement with JCM Commercial Services LLC (**Exhibit A**).

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

- Section 1** The City Council hereby authorizes the City Manager to execute an agreement with JCM Commercial Services LLC for sealcoating, to expend required funds up to \$269,084.66, and to execute any and all applicable documents to effectuate this resolution.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED, APPROVED, and ADOPTED on this 19<sup>th</sup> day of June 2025.**

\_\_\_\_\_  
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christina Picioccio, TRMC  
City Secretary

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

**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 JCM Commercial Services LLC ("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, 2025.

#### **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.

**29. Liquidated Damages.** Contractor hereby acknowledges that the award of the contract includes the requirement to timely commence the work on the Project in accordance with the fully executed Contract. Contractor hereby further agrees to pay to City as liquidated damages the applicable sum quoted below, for each calendar day in excess of the time set forth for completion of the Project. Time of completion is of the essence for the Project.

For each day that any work shall remain uncompleted after the time specified in the Contract, or the increased time granted by the City, or as equitably increased by additional work or materials ordered after the Contract is executed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due from the City:

AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES
Less than \$25,000.00	\$100.00 Per Day
\$25,000.00 to \$99,999.99	\$150.00 Per Day
\$100,000.00 to \$499,999.99	\$200.00 Per Day
\$500,000.00 to \$1,000,000.00	\$250.00 Per Day
More than \$1,000,000.00 (sliding scale)	\$350 Per Day first 30 days; \$400 Per Day 31-60 days; \$500 Per Day 90 days and beyond

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the default shall continue after the time stipulated in the Contract for completing the work. The said amounts are fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages that the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain and which shall be retained from the monies due, or that may become due, under the Contract; and if said monies be insufficient to cover the amount owing, then the surety shall pay any additional amounts due. Notwithstanding the foregoing, in the event that the actual damages incurred by the City exceed the amount of liquidated damages, the City shall be entitled to recover its actual damages.

### **30. Warranty**

The Contractor shall provide a warranty covering defect of material and workmanship for one calendar year following final completion of the Project.

### **31. Retainage**

For each progress payment made prior to Final Completion of the Work, the City may withhold retainage in the amount of 10%. Retainage will be released upon achievement of Final Completion and acceptance by the City.

EXECUTED on \_\_\_\_\_.

CITY:

CONTRACTOR:

By:\_\_\_\_\_

By:\_\_\_\_\_

Name: Scott M. Huizenga

Name: \_\_\_\_\_

Title: City Manager

Title:\_\_\_\_\_

ADDRESS FOR NOTICE:

CITY

CONTRACTOR

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

JCM Commercial Services LLC  
223 Granada Dr.  
Universal City, TX 78015

**Exhibit “A”**

**SCOPE OF SERVICES**

**CITY OF FAIR OAKS RANCH  
FY24-25 SEALCOATING PROJECT  
PRICING FORM – REVISED ON 05/15/25**

<b>Bid Item</b>	<b>Unit Price</b>	<b>Extended Price</b>
<hr/>		
<b>Mobilization</b> Includes mobilization and cost for any required Payment and/or Performance Bonds	\$ <u>15,000</u> /ls	\$ <u>15,000</u>
<b>Sealcoating</b> 114,891 square yards	\$ <u>2.10</u> /sy	\$ <u>241,271.10</u>

**Total Bid Amount** \$ 256,271.10

By signing below, company acknowledges it has received all bidding documents and instructions, and agrees to execute the Standard Construction Services Agreement if awarded a contract for this Project and promptly supply any required insurance certificate(s) and/or endorsements, Payment and Performance Bonds upon request by the City and prior to commencement of work. The required certified check, cashier's check or bid bond shall be included and immediately follow this executed Unit Pricing Form.

**COMPANY:** JCM Commercial Services LLC

**AUTHORIZED COMPANY REPRESENTATIVE** Joshua Alexander

**SIGNATURE:** 

**DATE** 5/21/2025

## 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



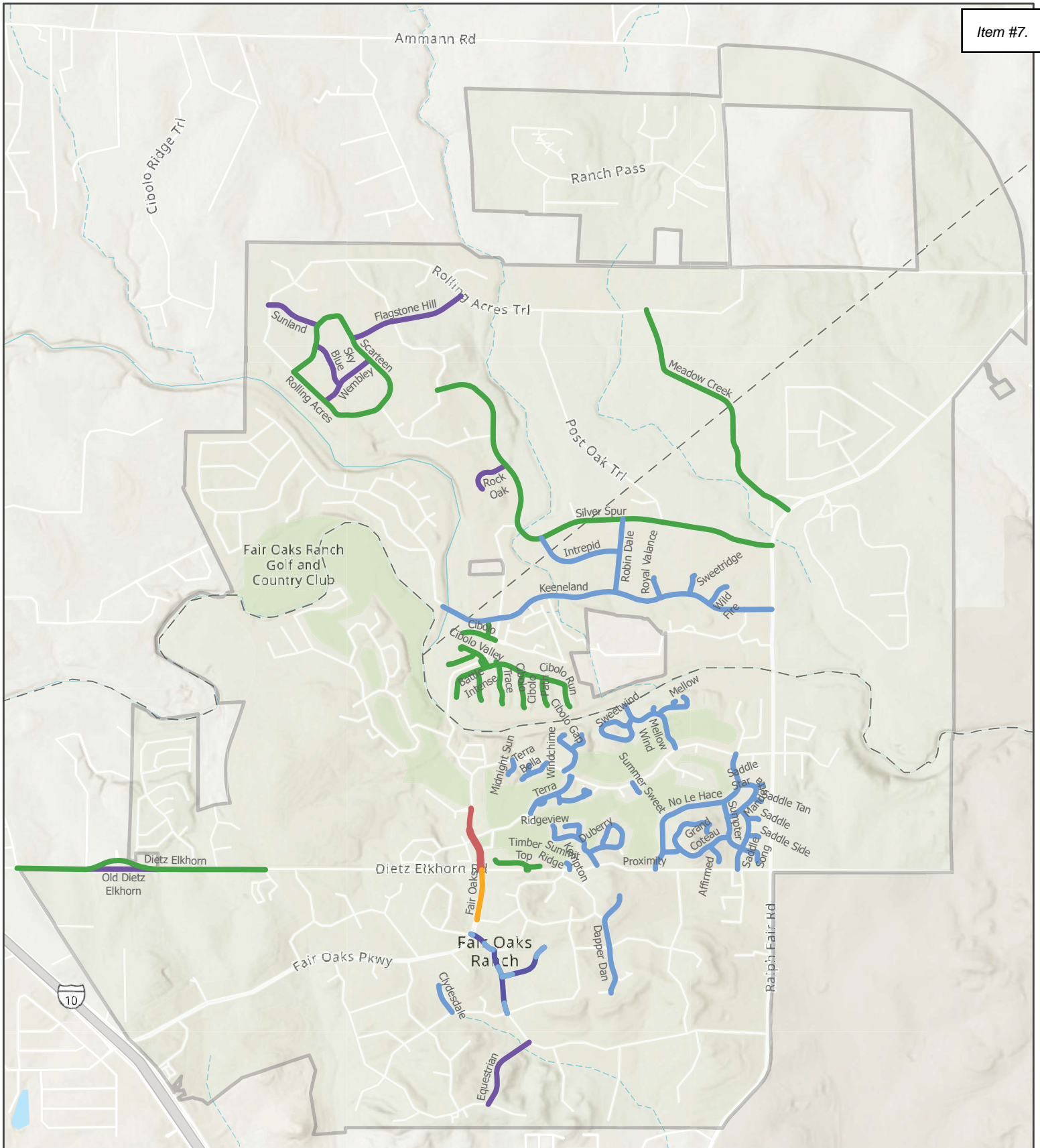
- representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
  14. A valid certificate of insurance verifying 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”**

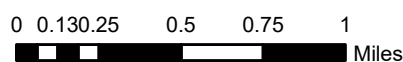
**EVIDENCE OF INSURANCE**

TO BE PROVIDED PRIOR TO CONTRACT EXECUTION

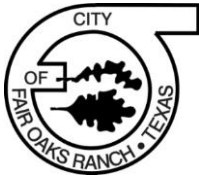


### Proposed Activity

- FOR - Fog Seal (In House)
- FOR - Fog Seal (TRMSS)
- FOR - Micro Seal
- FOR - Mill & Overlay
- FOR - Rejuvenation
- FOR - Rejuvenation and Fog Seal (In House)



### PAVEMENT RESTORATION (FY 25 Plan)



## CITY COUNCIL CONSENT ITEM

### CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas amending the Fair Oaks Ranch Code of Ordinances, Appendix A Fee Schedule, Article A2.000 Building Fees

DATE: June 19, 2025

DEPARTMENT: Building Codes

PRESENTED BY: Consent Item: Scott Davis, Building Official

#### **INTRODUCTION/BACKGROUND:**

The City's Code of Ordinances, Chapter 3 Building Regulations, Section 3.01.005 (h) Permit Fees states: "To prevent any financial burden on taxpayers, it is intended to structure permit fees to cover the actual costs associated with administering this chapter. Therefore, the schedule of fees shall be adjusted from time to time to accomplish this objective after a formal review by the City Council at least every 12 months to ensure that they are adequate but not excessive."

The last update to the permit fees schedule was in 2019. Since then, costs associated with reviewing plans, processing and issuing permits, and inspecting building projects have increased, rendering the current fee structure insufficient to fully recover the cost of service.

City costs to administer building permit fees that are based on square footage assessments have increased by 16 percent since 2019. This increase is calculated based on actual costs and rate determination standards in the International Code Council (ICC) Building Valuation Data publication. The recommendation is to increase the square footage-based rate fees by 16 percent.

City costs to administer permit fees for miscellaneous permits, fence permits, and re-inspections have slightly outpaced squared footage-based fees. Actual costs and the ICC Building Valuation Data publication suggest the flat-fee rates should increase by 20 percent.

Other recommended changes:

- Address a discrepancy that was identified between City Code and the fee schedule in Appendix A. City Code specifies a \$600 penalty for occupying a residence without a Certificate of Occupancy, whereas the fee schedule currently lists the penalty as \$200. Staff recommends updating the fee schedule to align with the Code of Ordinances for consistency
- Increase the Driveway Approach Fee from \$50 to \$120 to reflect the implementation of drainage flow requirements and associated inspection burden as identified in the Unified Development Code
- Add electric vehicle chargers to the Fixture Fees list at the flat fee charge of \$5.00 for each fixture

- Increase the Swimming Pool Permit fee and round the fee up to \$500. Staff recommendation is based on neighboring jurisdiction charges and ICC Build Valuation Data publication standards

**Exhibit A** of the proposed ordinance provides the amended fee schedule.

On June 5, 2025, the City Council conducted a public hearing and approved the first reading of an ordinance amending Appendix A Fee Schedule, Article A2.000 Building Fees.

**POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

- Supports Priority 1.4 Develop Sustainable Financing Strategies aligned with Service Delivery Expectations of the Strategic Action Plan.
- Complies with Chapter 3, Sec 3.01.005 (h) (2) of Code of Ordinances to structure permit fees to cover the actual costs of service.
- Supports the financial stability of the permitting and inspection system and reduces reliance on taxpayer dollars.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The increase in permit fees to cover the cost of service will reduce reliance on taxpayer dollars.

**LEGAL ANALYSIS:**

Legal as to form

**RECOMMENDATION/PROPOSED MOTION:**

Consent Item: I move to approve the second reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Appendix A Fee Schedule, Article A2.000 Building Fees.

## AN ORDINANCE

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES APPENDIX A FEE SCHEDULE, ARTICLE A2.000 BUILDING FEES TO INCLUDE UPDATED FEES; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the City's Code of Ordinances Appendix A provides a schedule of fees to cover the costs associated with the efficient operation of the City; and

**WHEREAS**, in August 2019, the City Council passed and approved ordinance 2019-07 updating the building fees; and

**WHEREAS**, city staff has performed a review of the building fees and utilizing the International Code Council Building Valuation Data from August 2024 provided updated building fee recommendations for City Council consideration; and

**WHEREAS**, the City Council of the City of Fair Oaks Ranch finds amending the Fair Oaks Ranch Code of Ordinances, Appendix A Fee Schedule, Article A2.000 Building Fees is warranted.

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

- Section 1.** Appendix A Fee Schedule, Article A2.000 Building Fees is hereby amended as set forth in the attached **Exhibit A**.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 6.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless

be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.

- Section 7.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 8.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

**PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 5<sup>th</sup> day of June 2025.**

**PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 19<sup>th</sup> day of June 2025.**

\_\_\_\_\_  
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christina Picioccio, TRMC  
City Secretary

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

## EXHIBIT A

Appendix A “Fee Schedule”; Article A2.000 “Building Fees” is hereby amended as follows:

[Deletions shown as strikethrough and additions shown as underscore]

### ARTICLE A2.000 BUILDING FEES

- (a) Building permit/inspection (new homes): ~~\$0.52~~ \$0.60 per square foot
- (b) Building permit/inspection (commercial new) - ~~\$0.60~~ \$0.70 per square foot
- (c) Building permit/inspection (commercial addition) - ~~\$0.50~~ \$0.58 per square foot plus fixture fee total\*
- (d) Building permit/inspection (commercial remodel) - ~~\$0.44~~ \$0.51 per square foot plus fixture fee total\*
- (e) Building permit/inspection (residential remodel) - ~~\$0.36~~ \$0.42 per square foot plus fixture fee total\*
- (f) Building permit/inspection (residential addition) - ~~\$0.40~~ \$0.46 per square foot plus fixture fee total\*
- (g) Detached Building Permit (no living area) - ~~\$0.30~~ \$0.35 per square foot plus fixture fee total\*
- (h) Miscellaneous Permits - ~~\$50.00~~ \$60.00 plus fixture fee total\*
- (i) Swimming Pool Permit - ~~\$400.00~~ \$500.00
- (j) Solar Permit - \$8.00 per panel
- (k) Irrigation/Backflow permit - \$50.00
- (l) Driveway Approach - ~~\$50.00~~ \$120.00
- (m) Fence permit fee- ~~\$50.00~~ \$60.00
- (n) Moving building permit including temporary structures - \$100.00
- (o) Demolition building permit fee - \$100.00
- (p) Extension of expired permit - 50% of original permit fee (good for 60 day period)
- (q) Administrative fee for cancellation of issued permit: ~~10%~~ 20% of permit fee
- (r) Re-inspection - ~~\$50.00~~ \$60.00
- (s) Contractor registration - \$75.00
- (t) Plan review fee (commercial only) - 50% of the cost of permit fee
- (u) Floodplain development permit - \$50.00
- (v) Board of appeals (building codes) - \$75.00 (nonrefundable)
- (w) Penalty fees:
  - 1. Failure to obtain certificate of occupancy prior to occupying - ~~\$200.00~~ \$600.00
  - 2. Failure to obtain permit prior to construction - Double of original permit fee
- (x) \*Fixture Fees (Add \$2.50 for each of the following):
  - 1. Receptacle
  - 2. Switch
  - 3. Light fixture



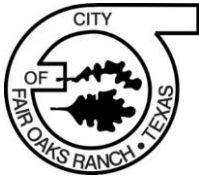
4. Ceiling Fan
5. Smoke/Carbon Monoxide detector
6. Refrigerator/ freezer
7. Ice machine
8. Exhaust fan
9. Vent hood
10. Dishwasher
11. Clothes Washer
12. Clothes Dryer
13. Range/cooktop
14. Trash Compacter
15. Log Lighter
16. Barbeque
17. Pressure Reducing Valve
18. Expansion Tank
19. Steam Unit
20. Sink (lavatory, kitchen, laundry)
21. Tub/ Shower
22. Water Closet
23. Hose Bib
24. Fire sprinkler head

(y) \*Fixture Fees (Add \$5.00 for each of the following):

1. EV Charger
2. Generator
3. Electric Panel
4. Water Heater/ Boiler
5. Water Softener
6. Sewer Line
7. Water Line
8. Grinder Pump
9. Jacuzzi
10. Fire Sprinkler Riser
11. Backflow Preventer (non-irrigation)

(z) \*Fixture Fees (Miscellaneous)

1. HVAC - Add \$10.00 per ton capacity



## CITY COUNCIL PUBLIC HEARING CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Public Hearing concerning the creation of the Post Oak Public Improvement District, pursuant to the provisions of Chapter 372 of the Texas Local Government Code

DATE: June 19, 2025

DEPARTMENT: Administration

PRESENTED BY: Jim Williams, MBA, ICMA-CM, Assistant City Manager

### **INTRODUCTION/BACKGROUND:**

On May 2, 2025, the City of Fair Oaks Ranch received a Public Improvement District (PID) petition from BRMK Boerne Ranch, LLC. The petition is included as **Exhibit A** for reference. The petition requested the creation of the Post Oak PID within the City of Fair Oaks Ranch's extraterritorial jurisdiction. On May 20, 2025, and pursuant to Texas Local Government Code (TxLGC) Section 372.005, the City Council accepted the PID petition and ordered a public hearing on the petition.

Section 372.009 specifies that the Council must hold a public hearing on the advisability of the improvement before the City Council can authorize the creation of the Post Oak PID. After the public hearing and as part of the Post Oak Development PID authorization resolution, the City Council will be required to make findings that detail the:

1. Advisability of the improvement,
2. Nature of the improvement,
3. Estimated cost of the improvement,
4. Boundaries of the improvement district,
5. Method of assessment, and
6. Apportionment of costs between the district and the municipality as a whole.

Based on requirements specified in Section 372.009, staff has identified preliminary findings:

1. The proposed Post Oak Development improvements are advisable and desirable, and it is in the best interest of the City of Fair Oaks Ranch to create the Post Oak Development District.
2. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (the "Authorized Improvements") include: (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (4) construction of improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of libraries;

(7) acquisition, construction, or improvement of off-street parking facilities; (8) acquisition, construction, improvement, or rerouting of mass transportation facilities; (9) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (10) the establishment or improvement of parks; (11) projects similar to those listed in (1)-(10); (12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (13) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (14) payment of expenses incurred in establishment, administration, and operation of the District, including the costs of financing the public improvements listed above; (15) the development, rehabilitation, or expansion of affordable housing; and (16) payment of expenses associated with operating and maintaining the improvements listed above and any other hard or soft costs associated with the development of the Property as allowed under the Act. These Authorized Improvements shall promote the interest of the City, are consistent with the City's Comprehensive Plan, and confer a special benefit upon the Property.

3. Estimated Cost of the Authorized Improvements. The estimated Authorized Improvement costs, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District are currently estimated to be \$60,000,000. The City will pay none of the costs of the proposed improvements from funds other than the District assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.
4. Boundaries of the Proposed District. The District includes the Property as shown in **Exhibit A**.
5. Proposed Method of Assessment. An assessment methodology will be prepared that will address: (1) how costs of the Authorized Improvements financed with the assessments are assessed against the property in the District; (2) the assessments to be collected each year; and (3) reduction of assessments for costs savings (pursuant to an annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the Authorized Improvements are assessed to property on the basis of the special benefits. Pursuant to the methodology, the City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited, in compliance with the Act. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).
6. Proposed Apportionment of Costs between the District and City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District. No municipal property in the District shall be assessed.

The Petitioner may also pay certain costs of the Authorized Improvements from other funds available to the Petitioner.

On May 20, 2025, City Council approved a PID third party administrator agreement with P3-Works, LLC, who shall from time to time advise the City regarding certain operations of the District. P3-Works shall be paid as part of the annual administrative cost of the District.

The City Council may adjourn the public hearing from time to time. Once the public hearing is adjourned, it is anticipated that City Council may take action to adopt findings and issue the improvement order by resolution on July 3, 2025.

**PUBLIC HEARING:**

The sequence for conducting the public hearing is shown on the meeting agenda.

**NEXT STEPS:**

It is anticipated that the City Council will consider a resolution creating the Post Oak Development Public Improvement District on July 3, 2025.



**BROWN & MCDONALD**  
ATTORNEYS AT LAW

May 2, 2025

Ms. Christina Picioccio, TRMC  
City Secretary  
City of Fair Oaks Ranch  
7286 Dietz Elkhorn  
Fair Oaks Ranch, Texas, 78015

**VIA HAND DELIVERY**

Mr. Scott Huizenga  
City Manager  
City of Fair Oaks Ranch  
7286 Dietz Elkhorn  
Fair Oaks Ranch, Texas, 78015

**VIA HAND DELIVERY**

**RE:** Petition for Consent to the Creation of the Post Oak Public Improvement District, in accordance with Chapter 372 of the Texas Local Government Code and The City of Fair Oaks Ranch's PID Policy, for Property bordered by Ammann Road to the West and South in Kendall and Comal Counties, Texas (the "Subject Property"); *Our File No.1000.043*

Dear Ms. Picioccio and Mr. Huizenga:

On behalf of the Petitioner, BMRK Boerne Ranch, LLC, we respectfully submit the enclosed Petition to the City of Fair Oaks Ranch and request the creation of the Post Oak Public Improvement District and the inclusion of the Subject Property therein, all as further described in the attached Petition. Please find enclosed:

1. A signed Petition submitted to the City of Fair Oaks Ranch for the Creation of the Post Oak Public Improvement District (**Exhibit "1"**);
2. Post Oak Public Improvement District Layout of the Subject Property (**Exhibit "2"**);
3. Deed for Subject Property (**Exhibit "3"**);
4. Post Oak Public Improvement District Timeline (**Exhibit "4"**); and
5. Post Oak Public Improvement District Financial Projections (**Exhibit "5"**).

Please do not hesitate to contact our office should you have any questions or need any additional information in connection with this Petition.

Thank you,

**BROWN & MCDONALD, PLLC**

BY:   
Caroline McDonald

Enclosures: As Stated

CC: Carole Vanzant, Asst. City Manager, City of Fair Oaks Ranch

**EXHIBIT 1**

**PETITION TO THE CITY OF FAIR OAKS RANCH FOR THE CREATION OF THE  
POST OAK PUBLIC IMPROVEMENT DISTRICT**

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN  
THE CITY OF FAIR OAKS RANCH, TEXAS FOR THE  
POST OAK PUBLIC IMPROVEMENT DISTRICT

This petition ("Petition") is submitted and filed with the City Secretary of the City of Fair Oaks Ranch, Texas (the "City"), by BMRK Boerne Ranch, LLC (hereinafter "BMRK") owner of a majority of the Property (as defined below) for real property located within the proposed boundaries of the Public Improvement District (the "District"), as hereinafter defined. Pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a District to include that real property located within the corporate limits of the City (the "Property"), more particularly described by a metes and bounds description in Exhibit A and depicted in Exhibit B. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (the "Authorized Improvements") include: (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (4) construction of improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of libraries; (7) acquisition, construction, or improvement of off-street parking facilities; (8) acquisition, construction, improvement, or rerouting of mass transportation facilities; (9) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (10) the establishment or improvement of parks; (11) projects similar to those listed in (1)-(10); (12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (13) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (14) payment of expenses incurred in establishment, administration, and operation of the District, including the costs of financing the public improvements listed above; (15) the development, rehabilitation, or expansion of affordable housing; and (16) payment of expenses associated with operating and maintaining the improvements listed above and any other hard or soft costs associated with the development of the Property as allowed under the Act. These Authorized Improvements shall promote the interest of the City, are consistent with the City's Comprehensive Plan, and confer a special benefit upon the Property. For an overview of private and public improvements please see the concept plan in Exhibit C.

Section 2. Estimated Cost of the Authorized Improvements. The estimated Authorized Improvements Costs, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and



operation of the District are currently estimated to be \$60,000,000. The City will pay none of the costs of the proposed improvements from funds other than the PID assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property as shown in Exhibit A.

Section 4. Proposed Method of Assessment. An assessment methodology will be prepared that will address: (1) how costs of the Authorized Improvements financed with the assessments are assessed against the property in the District; (2) the assessments to be collected each year; and (3) reduction of assessments for costs savings (pursuant to an annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the Authorized Improvements are assessed to property on the basis of the special benefits.

Pursuant to the methodology, the City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited, in compliance with the Act. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District. The Petitioner proposes that the District be managed by the City, with the assistance of a third-party administrator, who shall, from time to time advise the City regarding certain operations of the District. The administrator shall be paid as part of the annual administrative cost of the District.

Section 7. Advisory Body. Pursuant to the Act an advisory board may be established to develop and recommend an improvement plan for the District to the City, however, the Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 8. The Petitioner Requests Establishment of the District. The person(s) signing this Petition requests the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

Section 9. Landowner(s). This Petition has been signed by (1) the owner(s) of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under this proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under this proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under this proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under this proposal.

Section 10. City Secretary. This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the City Secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, the estimated costs of the Authorized Improvements, the method of assessment, and the apportionment of cost between the proposed District and the City as a whole and shall give notice thereof as provided by law and grant all matters requested in this Petition.

*Signatures on following page*

RESPECTFULLY SUBMITTED, on this 29 day of April, 2025.


1	Printed Name: BMRK Boerne Ranch, LLC , Signature: _____ By: <u>Adam Zausmer</u> Title: Authorized Signer _____
	Address of Property in PID: 418 Ammann Rd., Kendall and Comal Counties, TX 78015 KCAD Parcel #: 11782 KCAD Property Description: A10033 - SURVEY 214 D BRADBURY 344.6 ACRES (more accurately described in <b>Exhibit A</b> )
	Date of Acquired Property: March 7, 2023 Appraised Value: _____, Acres: +/- 344.6
	State of <u>New York</u> § County of <u>Bronx</u> § Before me, the undersigned notary public for the State of <u>New York</u> , on this day personally appeared <u>Adam Zausmer</u> , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.
	SUBSCRIBED AND SWORN this the <u>29<sup>th</sup></u> day of <u>April</u> , 20 <u>25</u> . <u>Indhira P. Castillo</u> Notary Public in and for the State of <u>New York</u>

INDHIRA P. CASTILLO  
Notary Public, State of New York  
Reg. No. 01CA6412071  
Qualified in Bronx County  
Commission Expires December 14, 2028

EXHIBIT A

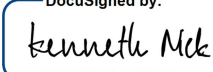
BRMK MANAGEMENT SPE JP, LLC  
INCUMBENCY CERTIFICATE

The undersigned, being the manager of BRMK Management SPE JP, LLC, a Delaware limited liability company (the “Company”), hereby certifies that: (a) each of the persons listed below is an authorized person of the Company authorized and empowered with full power and authority to enter into any and all documents, agreements and instruments as he or she deems necessary or advisable on behalf of the Company; (b) the following persons hold the title indicated opposite their respective names; and (c) the signatures appearing opposite the following persons’ names are the genuine signatures of such persons, respectively:

Name	Title	Signature
Andrew Ahlborn	Authorized Person	
Thomas Capasse	Authorized Person	
Kenneth Nick	Authorized Person	
Jack Ross	Authorized Person	
Jacqueline Schorr	Authorized Person	
Gary Taylor	Authorized Person	
Adam Zausmer	Authorized Person	

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this \_\_\_\_\_ day of Setpember, 2023.

WATERFALL ASSET MANAGEMENT,  
LLC

By:   
Name: Kenneth Nick  
Title: Authorized Person

April 23, 2025

City of Fair Oaks Ranch  
City Manager  
Scott Huizenga  
7286 Dietz Elcorn  
Fair Oaks Ranch, TX 78015

**Re:** Representation in Connection with Platting, Permitting, and General Land Development for the +/- 344.62 Acres Generally Located at the West and South Corner of Ammann Road, Fair Oaks Ranch, Texas (the "Subject Property").

This letter authorizes Bitterblue, Inc and its subsidiaries to act as authorized agent for all platting, permitting, and general land development for BRMK Boerne Ranch, LLC, the property owner of the Subject Property.

**BRMK BOERNE RANCH, LLC,**  
A Washington limited liability company

**By: BRMK MANAGEMENT SPE JP, LLC**  
A Delaware limited liability company  
Its: Member

By: [Signature]  
Name: Adam Zausmer  
Title: Authorized Signer

State of New York §  
County of Bronx §

Before me, the undersigned authority, a notary public for the State of New York, on this day personally appeared Adam Zausmer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal office, this the 29<sup>th</sup> day of April, 2025.

(SEAL)

[Signature]  
Notary Public-State of New York

INDHIRA P. CASTILLO  
Notary Public, State of New York  
Reg. No. 01CA6412071  
Qualified in Bronx County  
Commission Expires December 14, 2028

**FIELD NOTES  
FOR 344.65 ACRES**

**BEING** A 344.65 acre tract of land, all of a 344.979 acre tract of land as recorded and conveyed to Russell W. Pfeiffer in Volume 289, Pages 398-400 of the Official Records of Comal County, Texas, and in Volume 137, Page 679 of the Official Records of Kendall County, Texas, out of the David Bradbury Survey No. 214, Abstract No. 989 of Comal County, Texas and the David Bradbury Survey No. 214, Abstract No. 33 of Kendall County, Texas, said 344.65 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found  $\frac{1}{2}$ " iron rod in the east right of way of Ammann Road for the northwest corner of this tract and the southwest corner of a 131.013 acre tract as recorded in Volume 113, Page 834 of the Deed Records of Kendall County, Texas;

**THENCE** South  $88^{\circ} 15' 14"$  East for a distance of 3926.52 feet with a fence the north line of this tract, and the south line of said 131.013 acre tract to a set  $\frac{1}{2}$ " iron rod with "ACES" cap at a corner for the northeast corner of this tract, the southeast corner of said 131.013 acre tract and in the west lines of a 140.452 acre tract as recorded in Volume 113, Page 836 of the Deed Records of Kendall County, Texas;

**THENCE** South  $02^{\circ} 11' 11"$  East for a distance of 3822.63 feet with a fence and the west line of said 140.452 acre tract to a set  $\frac{1}{2}$ " iron rod with "ACES" cap in the north right of way of Ammann Road for the southeast corner of this tract;

**THENCE** with the north right of way of Ammann Road and fence the following:

North  $88^{\circ} 35' 14"$  West for a distance of 7.43 feet for an angle point;  
 North  $88^{\circ} 26' 14"$  West for a distance of 522.50 feet for an angle point;  
 North  $88^{\circ} 06' 14"$  West for a distance of 318.70 feet for an angle point;  
 North  $87^{\circ} 19' 14"$  West for a distance of 923.90 feet for an angle point;  
 North  $89^{\circ} 33' 14"$  West for a distance of 727.10 feet for an angle point;  
 North  $89^{\circ} 45' 46"$  West for a distance of 830.80 feet for an angle point;  
 North  $89^{\circ} 42' 46"$  East for a distance of 587.60 feet for southwest corner of this tract;

**THENCE** with the east right of way of Ammann Road and a fence the following:

North  $44^{\circ} 35' 14"$  West for a distance of 20.60 feet to an angle point;  
 North  $01^{\circ} 59' 14"$  West for a distance of 1933.70 feet for an angle point;  
 North  $02^{\circ} 09' 14"$  West for a distance of 1926.20 feet to **the POINT OF BEGINNING**  
 and containing 344.65 acres of land, more or less, in Comal County, and Kendall Counties, Texas.

Plat of survey provided.

ALAMO CONSULTING ENGINEERING  
& SURVEYING, INC.

Kevin Conroy, R.P.L.S. 4198

August 28, 2013

Job # 115800

DC:F/PROJECT/1100/115800/FIELD NOTES FOR 344.65 AC.



**EXHIBIT B**



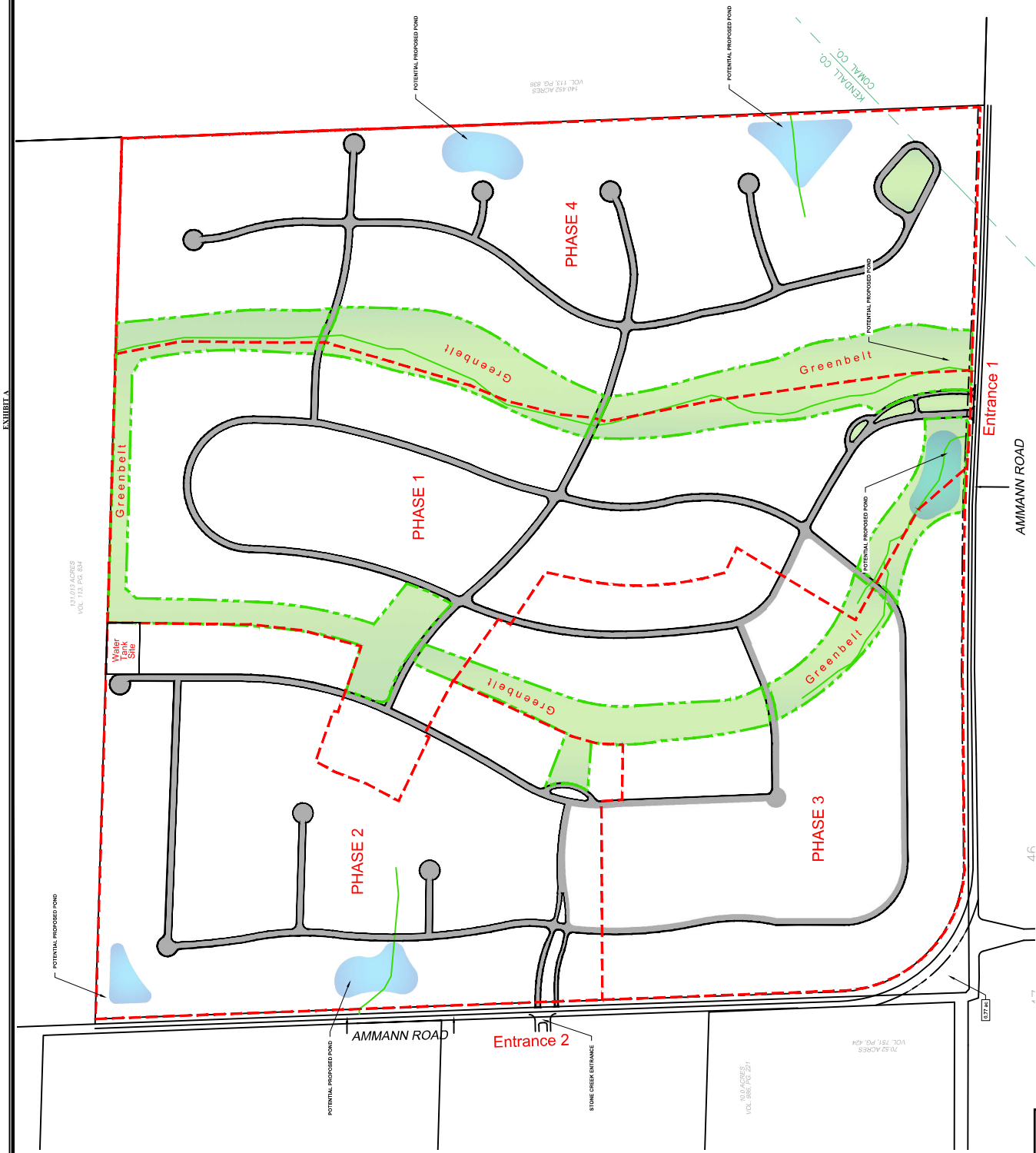
POST OAK SUBDIVISION

POST OAK SUBDIVISION PHASING AND LOT COUNTS	
PHASE	NUMBER
1	72
2	71
3	72
4	63
TOTAL	278

EXHIBIT C

**ESP**

ESP Associates, Inc.  
67840 County Hwy  
Carmel, IN 46032  
(317) 348-3271  
TBP# FRM #17252  
www.espassociates.com  
DECEMBER 12, 2024





**EXHIBIT 2**  
**LAYOUT OF THE SUBJECT PROPERTY**

POST OAK SUBDIVISION

POST OAK SUBDIVISION PHASING AND LOT COUNTS	
PHASE	NUMBER
1	72
2	71
3	72
4	63
TOTAL	278





ESP ESP Associates, Inc.  
67840 County Hwy  
Carmel, IN 46032  
(317) 348-3271  
TBP# FRM #17252  
www.espassociates.com  
DECEMBER 12, 2024



**EXHIBIT 3**  
**DEED FOR SUBJECT PROPERTY**

**WHEN RECORDED RETURN TO:**

**Munsch Hardt Kopf & Harr, P.C.**  
500 N. Akard St., Suite 3800  
Dallas, TX 75201  
Attn: Macy D. Smith

# FORECLOSURE SALE DEED

**STATE OF TEXAS** §  
§  
**COUNTIES OF COMAL AND KENDALL** §

Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents (as amended, restated, modified, supplemented or assigned, the **"Deed of Trust"**):

**Dated:** March 6, 2019

**Grantor:** BOERNE RANCH ESTATES, LLC, a Texas limited liability company

**Beneficiary:** BRMK BOERNE RANCH LLC, a Washington limited liability company, successor in interest by assignment to BRMK LENDING, LLC, a Delaware limited liability company, successor in interest by merger to BRELF II, LLC, a Washington limited liability company

**Original Trustee:** Silver Star Title, LLC dba Sendera Title

**Recorded:** March 8, 2019, under Comal County Clerk's Instrument# 201906008026, in the Official Public Records of Comal County, Texas and under Kendall County Clerk's Doc# 00328857, Volume 1680, Page 14, in the Official Public Records of Kendall County, Texas

**Secures:** Promissory Note dated of even date with the Deed of Trust, in the original principal amount of \$19,578,610.00, executed by Grantor (as amended, restated, modified, supplemented or assigned, the "Note")

**Beneficiary's Address:** c/o Broadmark Management, Corp.  
1420 Fifth Avenue, Suite 2000  
Seattle, Washington 98101

**FORECLOSURE SALE DEED – BOERNE RANCH ESTATES, LLC**

4872-3448-3015v.2

## EXHIBIT A

Item #9.

**Property:** The real property described in Exhibit A, together with all hereditaments, privileges, reversions, remainders, development rights and audits, air rights, appurtenances, easements and rights thereto, of every kind and nature, or used in connection therewith or as a means of access thereto, together with all right, title and interest that Grantor now has or may hereafter acquire in the following and any proceeds thereof: all income, rents, royalties, revenues, issues, profits and proceeds from any and all of such real property; all equipment, machinery, inventory, fixtures, fittings, appliances, and other tangible and intangible property and rights thereto described in the Deed of Trust, or related security agreements.

**Substitute Trustee** Troy Martin, Deborah Martin, Alexis Martin, Cassie Martin, Terri Martin, Deanna Ray, Shelby Martin, Martha Rossington, T. Reynolds Rossington, Kevin Key or Jay Jacobs

**Substitute Trustee's Address** c/o Munsch Hardt Kopf & Harr, P.C.  
500 N. Akard St., Suite 3800  
Dallas, TX 75201  
Attn: Macy D. Smith

**Foreclosure Sale: (the "Foreclosure Sale")**

**Date:** Tuesday, March 7, 2023

**Time:** The Foreclosure Sale will take place between the hours of 10:00 a.m. and 1:00 p.m. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 a.m., local time.

**Place:** The northeast porch of the historic Comal County Courthouse, 100 Main Plaza, New Braunfels, TX 78130 (or another location as designated by the Comal County Commissioners Court pursuant to § 51.002 of the Texas Property Code)

**Grantee:** BRMK BOERNE RANCH LLC, a Washington limited liability company

**Grantee's Mailing Address:** c/o Broadmark Management, Corp.  
1420 Fifth Avenue, Suite 2000  
Seattle, Washington 98101

**Purchase Price (Credit Bid)** \$24,599,072.49

**RECITALS:**

By the Deed of Trust, Grantor conveyed to Original Trustee the Property for the purposes of securing and enforcing payment of, among other things, the Note. Beneficiary is the owner and holder of the Note and of all liens and security interests, assignments and encumbrances securing them, including, without limitation, those under the Deed of Trust.

A default occurred and is continuing in the payment of the obligations under the Note and the Deed of Trust and was not remedied. Beneficiary accelerated the unpaid balance of the Note, and, as a result, the Note became fully due and payable, and the same remains due and payable as of the date hereof.

Beneficiary requested that Substitute Trustee sell the Property, as authorized by and provided in the Deed of Trust, to enforce the trust due to the occurrence of the foregoing events and sell the Property at the Foreclosure Sale.

Notices stating the time, place, and terms of the Foreclosure Sale were posted and filed, and Beneficiary, acting through its agent, served notice of the Foreclosure Sale to Grantor as required by the Texas Property Code. In accordance with that statute and the Deed of Trust, Substitute Trustee sold the Property to Grantee, who was the highest bidder at the Foreclosure Sale for the Purchase Price, which payment, in accordance with applicable law and the terms of the Deed of Trust, was made by crediting the Purchase Price against a portion of the outstanding indebtedness secured by the Deed of Trust. Since the Property is located in both Comal County, TX and Kendall County, TX, Beneficiary instructed Substitute Trustee to conduct the Foreclosure Sale in Comal County, TX.

**CONVEYANCE:**

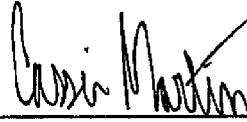
Substitute Trustee, subject to any prior liens and other exceptions to conveyance and warranty contained in the Deed of Trust, and for the Purchase Price as consideration, grants, sells, and conveys the Property to Grantee, "AS IS," together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Substitute Trustee binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the prior liens and other exceptions to conveyance and warranty in the Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

## EXHIBIT A

Item #9.

WITNESS MY HAND this 13<sup>th</sup> day of March, 2023.



~~Troy Martin, Deborah Martin, Alexis Martin, Cassie Martin, Terri Martin, Deanna Ray, Shelby Martin, Martha Rossington, T. Reynolds Rossington, Kevin Key or Jay Jacobs~~  
 c/o Munsch Hardt Kopf & Harr, P.C.  
 500 North Akard Street, Suite 3800  
 Dallas, Texas 75201  
 Attn: Macy D. Smith

STATE OF TEXAS

§

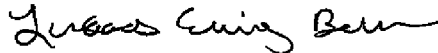
COUNTY OF Comal

§

§

I, the undersigned Notary Public, do hereby certify that Troy Martin, Deborah Martin, Alexis Martin, Cassie Martin, Terri Martin, Deanna Ray, Shelby Martin, Martha Rossington, T. Reynolds Rossington, Kevin Key or Jay Jacobs personally appeared before me this day and acknowledged that he/she is the Substitute Trustee duly appointed by Beneficiary, and that by authority duly given, he/she executed the foregoing instrument in the above mentioned capacity, for the purposes and consideration set forth therein.

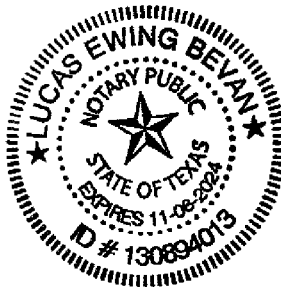
WITNESS my hand and official seal this the 13<sup>th</sup> day of March, 2023.



Notary Public, State of Texas

Commission Expires: 11/08/2024Printed Name: Lucas Ewing Belan

Exhibit A: Real Property Description



**EXHIBIT A**

Item #9.

**EXHIBIT A****REAL PROPERTY DESCRIPTION**

A 344.6 acre tract of land, out of the David Bradbury Survey No. 214, Abstract 33, Kendall County, Texas and the David Bradbury Survey No. 214, Abstract 989, Comal County, Texas and being all of a called 344.979 acre tract of land as conveyed to R.W. Pfeiffer Properties, L.L.C., of record in Volume 1190 Page 114 of the Official Records of Kendall County, Texas. Said 344.6 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found ½" iron rod in the apparent east right-of-way line of Ammann Road, no record found, at the southwest corner of a called 131.013 acre tract as described in Volume 113 Page 834 of the Deed Records of Kendall County, Texas, for the northwest corner of said 344.979 acre tract and the tract described herein;

**THENCE:** S 88° 15' 20" E, with the common line between said 131.013 acre tract and said 344.979 acre tract, a distance of 3926.35 feet to a found 4" pipe fence post at the southeast corner of said 131.013 acre tract, in the west line of a called 140.452 acre tract of land as described in Volume 113 Page 836 of the Deed Records of Kendall County, Texas, in the west line of a called 114.9 acre tract of land as described in Volume 1195 Page 423 of the Official Records of Kendall County, Texas, for the northeast corner of said 344.979 acre tract and the tract described herein;

**THENCE:** S 02° 11' 22" E, with the common line between said 114.9 acre tract and the 344.979 acre tract, at 637.60 feet a found ½" iron rod for the southwest corner of said 114.9 acre tract, and continuing with the common line between said 140.452 acre tract and said 344.979 acre tract, a total distance of 3820.91 feet to a found ½" iron rod in the apparent north right-of-way line of Ammann Road, no record found, at the southwest corner of said 140.452 acre tract, at the southeast corner of said 344.979 acre tract and for the southeast corner of the tract described herein;

**THENCE:** With the apparent north and east right-of-way lines of Ammann Road, and the south and west lines of said 344.979 acre tract, the following ten (10) courses:

1. S 78° 03' 34" W, a distance of 7.45 feet to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
2. N 88° 26' 20" W, a distance of 522.50 feet to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
3. N 88° 06' 20" W, a distance of 318.70 feet to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
4. N 87° 19' 20" W, a distance of 923.90 feet to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
5. N 89° 33' 20" W, a distance of 727.10 feet to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
6. S 89° 45' 40" W, a distance of 830.80 feet to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
7. S 89° 42' 40" W, a distance of 587.60 feet to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
8. N 44° 35' 20" W, a distance of 20.60 feet to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
9. N 01° 59' 20" W, a distance of 1933.70 feet to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein, and
10. N 02° 09' 20" W, a distance of 1926.20 feet to the POINT OF BEGINNING and containing 344.6 acres of land, more or less situated in both Kendall & Comal County, Texas.



Kendall County  
Denise Maxwell  
Kendall County  
Clerk

---

Instrument Number: 378661

eRecording - Real Property

DEED

Recorded On: March 27, 2023 03:37 PM

Number of Pages: 6

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" Examined and Charged as Follows: "

Total Recording: \$42.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 378661  
Receipt Number: 20230327000047  
Recorded Date/Time: March 27, 2023 03:37 PM  
User: Paula P  
Station: cclerk06

**Record and Return To:**

Simplifile  
5072 North 300 West  
  
PROVO UT



STATE OF TEXAS  
COUNTY OF

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Kendall County, Texas.

Denise Maxwell  
Kendall County Clerk  
Kendall County, TX

*Denise Maxwell*

**EXHIBIT 4**  
**POST OAK PUBLIC IMPROVEMENT DISTRICT TIMELINE**

## EXHIBITA

## DRAFT POST OAK PUBLIC IMPROVEMENT DISTRICT TIMELINE

Action Step	Date	Action Item	Statutory Time Frame/ Additional Information	Responsible Party
1	May 20, 2025	<b>City Council Amended Development Agreement Only Reading</b>  Call for Public Hearing for PID  City Council consideration to accept the annexation petition.	City Council will consider the annexation petition, set the date for the public hearing as June 5th, and authorize the City Manager to negotiate the annexation service plan. City Council will also consider accepting the petition for a Public Improvement District (PID) and appoint an Advisory Body.  <b>City Council will consider amendments to the development agreement.</b>	City Council, City staff with Property Owner Present
2	June 5, 2025	<b>City Council public hearing on PID/Annexation</b>  <b>Consider PID resolution after close of hearing</b>	Includes CC consideration of Future Land Use Map amendment if necessary	City Council, City staff with Property Owner Present
3	June 12, 2025	<b>Planning and Zoning Commission- Zoning</b>	Public hearing to be held by the Planning & Zoning Commission on the zoning application request. Planning & Zoning Commission to provide recommendation on the zoning request to City Council.	City Council, City staff with Property Owner Present
4	June 19, 2025	<b>City Council 2<sup>nd</sup> Reading Annexation</b>	Includes CC consideration of Future Land Use Map amendment if necessary	City Council, City staff with Property Owner Present
5	August 7, 2025	<b>City Council 1<sup>st</sup> Reading Zoning</b>		City Council, City staff with Property Owner Present
6	August 21, 2025	<b>City Council 2<sup>nd</sup> Reading Zoning</b>		City Council, City staff with Property Owner Present

\*THIS TIMELINE IS SUBJECT TO CHANGE\*

**EXHIBIT 5**

**POST OAK PUBLIC IMPROVEMENT DISTRICT FINANCIAL PROJECTIONS**

**Post Oak Ranch  
Table of Contents  
4/25/2025**

<b>Exhibit</b>	<b>Description</b>	<b>Page</b>
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E	Taxing Jurisdictions and Ad Valorem Rates	6
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## EXHIBIT A

Post Oak Ranch  
Exhibit A  
PID Financing Summary  
4/25/2025

	Bond Sources & Uses of Funds									
	IA #1			Future IA <sup>[b]</sup>						Total
	Series A	Reimb. Obl./ Series B	SubTotal	Future IA #2 Series A	Future IA #2 Series B	Future IA #3 Series A	Future IA #3 Series B	Future IA #4 Series A	Future IA #4 Series B	
<b>A. Bond Sources and Uses:<sup>[a]</sup></b>										
Sources:										
Par Bond/Assessment Amount	\$ 5,832,000	\$ 4,557,000	\$ 10,389,000	\$ 5,751,000	\$ 4,658,000	\$ 5,832,000	\$ 4,731,000	\$ 5,103,000	\$ 4,086,000	\$ 40,550,000
Uses:										
<b>Improvement Fund</b>	<b>\$ 4,136,740</b>	<b>\$ 3,806,350</b>	<b>\$ 7,943,090</b>	<b>\$ 4,088,810</b>	<b>\$ 3,890,940</b>	<b>\$ 4,146,740</b>	<b>\$ 3,951,830</b>	<b>\$ 3,625,250</b>	<b>\$ 3,413,060</b>	<b>\$ 31,059,720</b>
Capitalized Interest	\$ 699,840	\$ -	\$ 699,840	\$ 690,120	\$ -	\$ 699,840	\$ -	\$ 612,360	\$ -	\$ 2,702,160
Reserve Fund	\$ 435,540	\$ 340,440	\$ 775,980	\$ 429,480	\$ 347,840	\$ 435,540	\$ 353,380	\$ 381,120	\$ 305,200	\$ 3,028,540
Underwriter Discount	\$ 174,960	\$ 136,710	\$ 311,670	\$ 172,530	\$ 139,740	\$ 174,960	\$ 141,930	\$ 153,090	\$ 122,580	\$ 1,216,500
Cost of Issuance (6.0%)	\$ 349,920	\$ 273,500	\$ 623,420	\$ 345,060	\$ 279,480	\$ 349,920	\$ 283,860	\$ 306,180	\$ 245,160	\$ 2,433,080
First Year Collection Costs	\$ 35,000	\$ -	\$ 35,000	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ 110,000
Total Uses	\$ 5,832,000	\$ 4,557,000	\$ 10,389,000	\$ 5,751,000	\$ 4,658,000	\$ 5,832,000	\$ 4,731,000	\$ 5,103,000	\$ 4,086,000	\$ 40,550,000
<b>B. PID Equivalent Tax Rate:<sup>[c]</sup></b>										
Bond Issue Date	9/1/2025	9/1/2027		9/1/2027	9/1/2029	9/1/2029	9/1/2031	9/1/2031	9/1/2033	
Interest Rate	6.00%	6.00%		6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	
Estimated Appraised Value to Lien <sup>[d]</sup>	2.5 to 1	N/A		2.5 to 1	N/A	2.5 to 1	NA	2.5 to 1	N/A	
<b>PID Equivalent Tax Rate:<sup>[c]</sup></b>										
Avg. Annual Installment	\$ 502,099	\$ 354,665	\$ 856,764	\$ 482,056	\$ 362,574	\$ 488,332	\$ 368,238	\$ 431,565	\$ 317,977	\$ 3,307,505
PID Equivalent Tax Rate:										
Series A/Major IA Bond	\$ -	\$ 0.70		\$ -	\$ 0.68		\$ 0.68		\$ 0.69	
Series A/Series B Bond	\$ -	\$ 0.49		\$ -	\$ 0.51		\$ 0.51		\$ 0.50	
Total Adjusted PID Equivalent Tax Rate <sup>[a]</sup>	\$ -	\$ 1.19		\$ -	\$ 1.19		\$ 1.19		\$ 1.19	
Existing Tax Rate (Kendall County) <sup>[e]</sup>	\$ -	\$ 1.66		\$ -	\$ 1.66		\$ 1.66		\$ 1.66	
Total Equivalent Tax Rate with PID	\$ -	\$ 2.85		\$ -	\$ 2.85		\$ 2.85		\$ 2.85	

Footnotes:

[a] Represent estimates only. Actual dates, rates, and amounts to be determined at bond issue.

[b] Improvement Area allocation for illustration purposes only. Project may be separated into additional improvement areas.

[c] Represent 2024 rates. Numbers may not add due to rounding.

[d] City PID policy allows a minimum 2.5:1 VTL.

[e] Assumes property is annexed into the City.

Fair Oaks Ranch\_PID Analysis\_2025-04-25.xlsx

## EXHIBIT A

Post Oak Ranch  
Exhibit B  
Land Use and PID Assessment Summary  
4/25/2025

II. Total PID Assessments, Installments, and Equivalent Tax Rates <sup>[c]</sup>										
I. Land Use and Estimated Values - AV Allocation										
Description <sup>[a]</sup>	Units <sup>[a]</sup>	Estimated Appraised Value <sup>[b]</sup>		Estimated Buildout Value <sup>[c]</sup>		PID Assessment		Annual Installment		Avg. PID Equiv.
		Per Unit <sup>[a]</sup>	Total	Per Unit	Total	Total	Per Unit[a]	Total	Per Unit[a]	
A. Improvement Area #1 (Ph 1) <sup>[d]</sup>										
1 Ac Estate	72	\$ 202,500	\$ 14,580,000	\$ 1,000,000	\$ 72,000,000	\$ 10,389,000	\$ 144,292	\$ 856,764	\$ 11,899	\$ 1.19
Total / Wtd Avg - IA #1	72	\$ 202,500	\$ 14,580,000	\$ 1,000,000	\$ 72,000,000	\$ 10,389,000	\$ 144,292	\$ 856,764	\$ 11,899	\$ 1.19
B. Future Improvement Area #2 (Ph 2) <sup>[d]</sup>										
1 Ac Estate	71	\$ 202,500	\$ 14,377,500	\$ 1,000,000	\$ 71,000,000	\$ 10,409,000	\$ 146,606	\$ 844,630	\$ 11,896	\$ 1.19
SubTotal / Wtd Avg - IA #2	71	\$ 202,500	\$ 14,377,500	\$ 1,000,000	\$ 71,000,000	\$ 10,409,000	\$ 146,606	\$ 844,630	\$ 11,896	\$ 1.19
C. Future Improvement Area #3 (Ph 3) <sup>[d]</sup>										
1 Ac Estate	72	\$ 202,500	\$ 14,580,000	\$ 1,000,000	\$ 72,000,000	\$ 10,563,000	\$ 146,708	\$ 856,570	\$ 11,897	\$ 1.19
SubTotal / Wtd Avg - IA #3	72	\$ 202,500	\$ 14,580,000	\$ 1,000,000	\$ 72,000,000	\$ 10,563,000	\$ 146,708	\$ 856,570	\$ 11,897	\$ 1.19
D. Improvement Area #4 (Ph 4) <sup>[d]</sup>										
1 Ac Estate	63	\$ 202,500	\$ 12,757,500	\$ 1,000,000	\$ 63,000,000	\$ 9,189,000	\$ 145,857	\$ 749,541	\$ 11,897	\$ 1.19
SubTotal / Wtd Avg - IA #4	63	\$ 202,500	\$ 12,757,500	\$ 1,000,000	\$ 63,000,000	\$ 9,189,000	\$ 145,857	\$ 749,541	\$ 11,897	\$ 1.19
Total / Weighted Average	278	\$ 202,500	\$ 56,295,000	\$ 1,000,000	\$ 278,000,000	\$ 40,550,000	\$ 145,863	\$ 3,307,505	\$ 11,897	\$ 1.19

## Footnotes:

- [a] Information provided by developer.  
[b] Represent estimated improved values. Assumes 10.0% appraisal discount. Actual amount to be determined by the appraisal.  
[c] For illustration purposes, assumes 0% inflation for 2 years for IA #2, 4 years for IA #3 and 6 years for IA #4.  
[d] Improvement Area allocation for illustration purposes only. Project may be separated into additional improvement areas, or allocation may differ.

**EXHIBIT A**

PRELIMINARY DISCUSSION DRAFT

**Post Oak Ranch  
Exhibit C  
Cost Allocation  
4/25/2025**

Description	Total Costs <sup>[a]</sup>	Improvement Area #1		Future IA #2		Future IA #3		Future IA #4	
		%	Cost	%	Cost	%	Cost	%	Cost
<b>A. Major Collector Improvements<sup>[a]</sup></b>									
Roadway	\$ 499,417	25.90%	\$ 129,345	25.54%	\$ 127,549	25.90%	\$ 129,345	22.66%	\$ 113,177
Water	\$ 355,791	25.90%	\$ 92,147	25.54%	\$ 90,868	25.90%	\$ 92,147	22.66%	\$ 80,629
Landscaping/Monumentation	\$ 1,273,000	25.90%	\$ 329,698	25.54%	\$ 325,119	25.90%	\$ 329,698	22.66%	\$ 288,486
Subtotal	\$ 2,128,208	25.90%	\$ 551,191	25.54%	\$ 543,535	25.90%	\$ 551,191	22.66%	\$ 482,292
Soft Costs <sup>[d]</sup>	\$ 425,000	25.90%	\$ 110,072	25.54%	\$ 108,543	25.90%	\$ 110,072	22.66%	\$ 96,313
Contingency <sup>[b]</sup>	\$ 403,823	25.90%	\$ 104,587	25.54%	\$ 103,135	25.90%	\$ 104,587	22.66%	\$ 91,514
Construction Management (4.0%)[c]	\$ 101,281	25.90%	\$ 26,231	25.54%	\$ 25,867	25.90%	\$ 26,231	22.66%	\$ 22,952
Subtotal	\$ 3,058,312	25.90%	\$ 792,081	25.54%	\$ 781,080	25.90%	\$ 792,081	22.66%	\$ 693,071
<b>B. Direct Collector Improvements<sup>[a]</sup></b>									
PID Improvements									
Roadway	\$ 12,851,426		\$ 3,396,317		\$ 3,555,415		\$ 3,411,860		\$ 2,487,834
Water	\$ 3,866,298		\$ 1,010,223		\$ 1,059,434		\$ 1,012,739		\$ 783,903
Storm Drain	\$ 3,721,789		\$ 630,915		\$ 772,621		\$ 981,431		\$ 1,336,821
Detention Pond <sup>[e]</sup>	\$ 357,500		\$ 103,604		\$ 31,049		\$ 142,267		\$ 80,581
Detention Pond Improvements	\$ 330,000		\$ -		\$ 82,500		\$ 165,000		\$ 82,500
Subtotal	\$ 21,127,013		\$ 5,141,058		\$ 5,501,019		\$ 5,713,298		\$ 4,771,638
Soft Costs	\$ 2,154,600		\$ 564,700		\$ 525,525		\$ 564,700		\$ 499,675
Contingency <sup>[b]</sup>	\$ 3,914,737		\$ 1,191,931		\$ 915,467		\$ 769,192		\$ 1,038,147
Construction Management (4.0%)[c]	\$ 1,001,670		\$ 253,320		\$ 256,659		\$ 259,300		\$ 232,391
Subtotal	\$ 28,198,020		\$ 7,151,009		\$ 7,198,671		\$ 7,306,489		\$ 6,541,851
<b>Total Improvements</b>	<b>\$ 31,256,332</b>		<b>\$ 7,943,090</b>		<b>\$ 7,979,750</b>		<b>\$ 8,098,570</b>		<b>\$ 7,234,922</b>

**Footnotes**

[a] Per the preliminary budget dated 04/24/25 for Major Improvements and Phase 1 Direct Collector Improvements. Per the preliminary budget dated 04/23/25 for Phases 2-4 Direct Collector Improvements.

[b] Contingency per the preliminary draft budget. Assumes 10% contingency for Ammann Road improvements, 20% for all other improvements.

[c] Construction management assumption of 4.0% of hard costs and contingency.

[d] Includes District Formation costs.

[e] Total Detention Pond costs are \$357,500. Benefit is allocated to Phase 1 (28.98%), Phase 2 (8.69%), Phase 3 (39.80%), and Phase 4 (22.54%).



# EXHIBIT A

PRELIMINARY DISCUSSION DRAFT

Post Oak Ranch  
Exhibit D  
Sources and Uses of Funds  
4/25/2025

Fiscal Security <sup>[d]</sup> \$ 6,823,231					
I. Sources and Uses of Funds <sup>[a]</sup>					
Description	Total <sup>[a]</sup>	IA #1	IA #2 <sup>[d]</sup>	IA #3 <sup>[d]</sup>	IA #4 <sup>[d]</sup>
A. Sources of Funds:					
Improvement Area Bond Par - Series A	\$ 22,518,000	\$ 5,832,000	\$ 5,751,000	\$ 5,832,000	\$ 5,103,000
Improvement Area Bond Par - Series B	\$ 18,032,000	4,557,000	\$ 4,658,000	\$ 4,731,000	\$ 4,086,000
Other Financing Sources	\$ 196,612	(0)	0	0	196,612
Total Sources	\$ 40,746,612	\$ 10,389,000	\$ 10,409,000	\$ 10,563,000	\$ 9,385,612
B. Uses of Funds:					
Major Improvements	\$ 3,058,312	\$ 792,081	\$ 781,080	\$ 792,081	\$ 693,071
Improvement Area Improvements	28,198,020	7,151,009	7,198,671	7,306,489	6,541,851
Total Improvements <sup>[a]</sup>	\$ 31,256,332	\$ 7,943,090	\$ 7,979,750	\$ 8,098,570	\$ 7,234,922
Improvement Area Bond Cost - Series A <sup>[b]</sup>					
Capitalized Interest	\$ 2,702,160	\$ 699,840	\$ 690,120	\$ 699,840	\$ 612,360
Debt Service Reserve Fund	1,681,680	435,540	429,480	\$ 435,540	381,120
Underwriter Discount	675,540	174,960	172,530	\$ 174,960	153,090
Cost of Issuance	1,351,080	349,920	345,060	\$ 349,920	306,180
First Year Collection Costs	110,000	35,000	25,000	\$ 25,000	25,000
Subtotal	\$ 6,520,460	\$ 1,695,260	\$ 1,662,190	\$ 1,685,260	\$ 1,477,750
Improvement Area Bond Cost - Series B <sup>[b]</sup>					
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Reserve Fund	1,346,860	340,440	347,840	\$ 353,380	305,200
Underwriter Discount	540,960	136,710	139,740	\$ 141,930	122,580
Cost of Issuance	1,082,000	273,500	279,480	\$ 283,860	245,160
First Year Collection Costs	-	-	-	-	-
Subtotal	\$ 2,969,820	\$ 750,650	\$ 767,060	\$ 779,170	\$ 672,940
Total Uses	\$ 40,746,612	\$ 10,389,000	\$ 10,409,000	\$ 10,563,000	\$ 9,385,612

Footnotes:

[a] Preliminary cost information provided by developer.

[b] Amounts represent estimates only and are subject to change at time of bond issue.

[c] Developer to provide fiscal security for improvements not funded by the PID bonds, or not already constructed.

[d] Improvement Area allocation for illustration purposes only. Project may be separated into additional improvement areas.

EXHIBIT A

PRELIMINARY DISCUSSION DRAFT

Post Oak Ranch  
Exhibit E  
Taxing Jurisdictions and Ad Valorem Rates  
4/25/2025

I. Taxing Jurisdictions and Ad Valorem Rates			Estimated Annual Ad Valorem Revenues at Buildout
Description	Kendall County Tax Rate <sup>[a]</sup>	Comal County Tax Rate <sup>[a]</sup>	
Estimated Taxable Property Value			\$ 278,000,000
Taxing Jurisdiction:			
City of Fair Oaks Ranch[b]	\$ 0.2853	\$ 0.2853	\$ 793,134
Comal ISD	-	1.0869	[d]
Comal County Lateral	-	0.0375	
Comal County	-	0.2267	
Comal County ESD1	-	0.0698	
Comal County ESD5	-	0.1000	
Cow Creek Groundwater[c]	-	-	
Kendall County	0.3827	-	
Boerne ISD	0.9909	-	
Total	\$ 1.6589	\$ 1.8063	\$ 793,134

Footnotes:

- [a] Tax rate per \$100 AV. Assumes 2024 tax rates. Project is located within Kendall County and Comal County.  
 [b] Assumes Project will annex into the City of Fair Oaks Ranch.  
 [c] Per meeting with City on 1/5/2025, property will be removed from Cow Creek Groundwater upon annexation into the City.  
 [d] Estimated amounts to be determined upon approval of final plat and reconciliation to county boundaries.

EXHIBIT A  
Post Oak Ranch  
Exhibit F

Detailed Bond Sizing Analysis: Improvement Area #1  
4/25/2025

Bond Issue Date [a] 9/1/2025

Year Ending 9/1	Principal	Interest Rate [a]	Annual Interest	Principal & Interest	Admin Expense [b]	0.50% Additional Interest	Subtotal	Capitalized Interest	Annual PID Installment
1 2026	\$ -	6.00%	\$ 349,920	\$ 349,920	\$ 35,000	\$ 29,160	\$ 414,080	\$ (349,920)	\$ 64,160
2 2027	\$ -	6.00%	\$ 349,920	\$ 349,920	\$ 35,700	\$ 29,160	\$ 414,780	\$ -	\$ 64,860
3 2028	\$ 85,000	6.00%	\$ 349,920	\$ 434,920	\$ 36,414	\$ 29,160	\$ 500,494	\$ -	\$ 500,494
4 2029	\$ 90,000	6.00%	\$ 344,820	\$ 434,820	\$ 37,142	\$ 28,735	\$ 500,697	\$ -	\$ 500,697
5 2030	\$ 96,000	6.00%	\$ 339,420	\$ 435,420	\$ 37,885	\$ 28,285	\$ 501,590	\$ -	\$ 501,590
6 2031	\$ 101,000	6.00%	\$ 333,660	\$ 434,660	\$ 38,643	\$ 27,805	\$ 501,108	\$ -	\$ 501,108
7 2032	\$ 107,000	6.00%	\$ 327,600	\$ 434,600	\$ 39,416	\$ 27,300	\$ 501,316	\$ -	\$ 501,316
8 2033	\$ 114,000	6.00%	\$ 321,180	\$ 435,180	\$ 40,204	\$ 26,765	\$ 502,149	\$ -	\$ 502,149
9 2034	\$ 121,000	6.00%	\$ 314,340	\$ 435,340	\$ 41,008	\$ 26,195	\$ 502,543	\$ -	\$ 502,543
10 2035	\$ 128,000	6.00%	\$ 307,080	\$ 435,080	\$ 41,828	\$ 25,590	\$ 502,498	\$ -	\$ 502,498
11 2036	\$ 136,000	6.00%	\$ 299,400	\$ 435,400	\$ 42,665	\$ 24,950	\$ 503,015	\$ -	\$ 503,015
12 2037	\$ 144,000	6.00%	\$ 291,240	\$ 435,240	\$ 43,518	\$ 24,270	\$ 503,028	\$ -	\$ 503,028
13 2038	\$ 152,000	6.00%	\$ 282,600	\$ 434,600	\$ 44,388	\$ 23,550	\$ 502,538	\$ -	\$ 502,538
14 2039	\$ 162,000	6.00%	\$ 273,480	\$ 435,480	\$ 45,276	\$ 22,790	\$ 503,546	\$ -	\$ 503,546
15 2040	\$ 171,000	6.00%	\$ 263,760	\$ 434,760	\$ 46,182	\$ 21,980	\$ 502,922	\$ -	\$ 502,922
16 2041	\$ 182,000	6.00%	\$ 253,500	\$ 435,500	\$ 47,105	\$ 21,125	\$ 503,730	\$ -	\$ 503,730
17 2042	\$ 192,000	6.00%	\$ 242,580	\$ 434,580	\$ 48,047	\$ 20,215	\$ 502,842	\$ -	\$ 502,842
18 2043	\$ 204,000	6.00%	\$ 231,060	\$ 435,060	\$ 49,008	\$ 19,255	\$ 503,323	\$ -	\$ 503,323
19 2044	\$ 216,000	6.00%	\$ 218,820	\$ 434,820	\$ 49,989	\$ 18,235	\$ 503,044	\$ -	\$ 503,044
20 2045	\$ 229,000	6.00%	\$ 205,860	\$ 434,860	\$ 50,988	\$ 17,155	\$ 503,003	\$ -	\$ 503,003
21 2046	\$ 243,000	6.00%	\$ 192,120	\$ 435,120	\$ 52,008	\$ 16,010	\$ 503,138	\$ -	\$ 503,138
22 2047	\$ 258,000	6.00%	\$ 177,540	\$ 435,540	\$ 53,048	\$ 14,795	\$ 503,383	\$ -	\$ 503,383
23 2048	\$ 273,000	6.00%	\$ 162,060	\$ 435,060	\$ 54,109	\$ 13,505	\$ 502,674	\$ -	\$ 502,674
24 2049	\$ 289,000	6.00%	\$ 145,680	\$ 434,680	\$ 55,191	\$ 12,140	\$ 502,011	\$ -	\$ 502,011
25 2050	\$ 307,000	6.00%	\$ 128,340	\$ 435,340	\$ 56,295	\$ 10,695	\$ 502,330	\$ -	\$ 502,330
26 2051	\$ 325,000	6.00%	\$ 109,920	\$ 434,920	\$ 57,421	\$ 9,160	\$ 501,501	\$ -	\$ 501,501
27 2052	\$ 345,000	6.00%	\$ 90,420	\$ 435,420	\$ 58,570	\$ 7,535	\$ 501,525	\$ -	\$ 501,525
28 2053	\$ 365,000	6.00%	\$ 69,720	\$ 434,720	\$ 59,741	\$ 5,810	\$ 500,271	\$ -	\$ 500,271
29 2054	\$ 387,000	6.00%	\$ 47,820	\$ 434,820	\$ 60,936	\$ 3,985	\$ 499,741	\$ -	\$ 499,741
30 2055	\$ 410,000	6.00%	\$ 24,600	\$ 434,600	\$ 62,155	\$ 2,050	\$ 498,805	\$ -	\$ 498,805
Total	\$ 5,832,000	6.00%	\$ 7,048,380	\$ 12,880,380	\$ 1,419,883	\$ 587,365	\$ 14,887,628	\$ (699,840)	\$ 14,187,788

Footnotes:

[a] For illustration purposes only. Actual date and rate to be determined.

[b] Assumes administrative expenses escalate annually by 2%.

**EXHIBIT A**  
**Post Oak Ranch**  
**Exhibit G**

**Detailed Bond Sizing Analysis: Improvement Area #1 - Reimb. Obl. / Series B**  
**4/25/2025**

Bond Issue Date <sup>(a)</sup> 9/1/2027

Year Ending	Principal	Interest Rate (a)	Annual Interest	Principal & Interest	Admin Expense (b)	0.50% Additional Interest	Subtotal	Capitalized Interest	Annual PID Installment (c)
1 2026	\$ -	6.00%	\$ -	-	\$ -	-	\$ -	-	\$ -
2 2027	\$ -	6.00%	\$ -	-	\$ -	-	\$ -	-	\$ -
3 2028	\$ 67,000	6.00%	\$ 273,420	\$ 340,420	\$ -	22,785	\$ 363,205	-	\$ 363,205
4 2029	\$ 71,000	6.00%	\$ 269,400	\$ 340,400	\$ -	22,450	\$ 362,850	-	\$ 362,850
5 2030	\$ 75,000	6.00%	\$ 265,140	\$ 340,140	\$ -	22,095	\$ 362,235	-	\$ 362,235
6 2031	\$ 79,000	6.00%	\$ 260,640	\$ 339,640	\$ -	21,720	\$ 361,360	-	\$ 361,360
7 2032	\$ 84,000	6.00%	\$ 255,900	\$ 339,900	\$ -	21,325	\$ 361,225	-	\$ 361,225
8 2033	\$ 89,000	6.00%	\$ 250,860	\$ 339,860	\$ -	20,905	\$ 360,765	-	\$ 360,765
9 2034	\$ 94,000	6.00%	\$ 245,520	\$ 339,520	\$ -	20,460	\$ 359,980	-	\$ 359,980
10 2035	\$ 100,000	6.00%	\$ 239,880	\$ 339,880	\$ -	19,990	\$ 359,870	-	\$ 359,870
11 2036	\$ 106,000	6.00%	\$ 233,880	\$ 339,880	\$ -	19,490	\$ 359,370	-	\$ 359,370
12 2037	\$ 112,000	6.00%	\$ 227,520	\$ 339,520	\$ -	18,960	\$ 358,480	-	\$ 358,480
13 2038	\$ 119,000	6.00%	\$ 220,800	\$ 339,800	\$ -	18,400	\$ 358,200	-	\$ 358,200
14 2039	\$ 126,000	6.00%	\$ 213,660	\$ 339,660	\$ -	17,805	\$ 357,465	-	\$ 357,465
15 2040	\$ 134,000	6.00%	\$ 206,100	\$ 340,100	\$ -	17,175	\$ 357,275	-	\$ 357,275
16 2041	\$ 142,000	6.00%	\$ 198,060	\$ 340,060	\$ -	16,505	\$ 356,565	-	\$ 356,565
17 2042	\$ 150,000	6.00%	\$ 189,540	\$ 339,540	\$ -	15,795	\$ 355,335	-	\$ 355,335
18 2043	\$ 159,000	6.00%	\$ 180,540	\$ 339,540	\$ -	15,045	\$ 354,585	-	\$ 354,585
19 2044	\$ 169,000	6.00%	\$ 171,000	\$ 340,000	\$ -	14,250	\$ 354,250	-	\$ 354,250
20 2045	\$ 179,000	6.00%	\$ 160,860	\$ 339,860	\$ -	13,405	\$ 353,265	-	\$ 353,265
21 2046	\$ 190,000	6.00%	\$ 150,120	\$ 340,120	\$ -	12,510	\$ 352,630	-	\$ 352,630
22 2047	\$ 201,000	6.00%	\$ 138,720	\$ 339,720	\$ -	11,560	\$ 351,280	-	\$ 351,280
23 2048	\$ 213,000	6.00%	\$ 126,660	\$ 339,660	\$ -	10,555	\$ 350,215	-	\$ 350,215
24 2049	\$ 226,000	6.00%	\$ 113,880	\$ 339,880	\$ -	9,490	\$ 349,370	-	\$ 349,370
25 2050	\$ 240,000	6.00%	\$ 100,320	\$ 340,320	\$ -	8,360	\$ 348,680	-	\$ 348,680
26 2051	\$ 254,000	6.00%	\$ 85,920	\$ 339,920	\$ -	7,160	\$ 347,080	-	\$ 347,080
27 2052	\$ 269,000	6.00%	\$ 70,680	\$ 339,680	\$ -	5,890	\$ 345,570	-	\$ 345,570
28 2053	\$ 285,000	6.00%	\$ 54,540	\$ 339,540	\$ -	4,545	\$ 344,085	-	\$ 344,085
29 2054	\$ 303,000	6.00%	\$ 37,440	\$ 340,440	\$ -	3,120	\$ 343,560	-	\$ 343,560
30 2055	\$ 321,000	6.00%	\$ 19,260	\$ 340,260	\$ -	1,605	\$ 341,865	-	\$ 341,865
<b>Total</b>	\$ 4,557,000	6.00%	\$ 4,960,260	\$ 9,517,260	\$ -	\$ 413,355	\$ 9,930,615	\$ -	\$ 9,930,615

Footnotes:

[a] For illustration purposes only. Actual rate may not exceed 5% above the highest average interest rate for tax-exempt bonds for years 1-5, and 2% for the remaining years.

[b] Assumes administrative costs are included in the Series A bond series.

[c] Assumes collection of annual installments are deferred until after the Series A capitalized interest period.

**EXHIBIT A**  
**Post Oak Ranch**  
**Exhibit H**

**Detailed Bond Sizing Analysis: Future Improvement Area #2**  
**4/25/2025**

Bond Issue Date [a] 9/1/2027

Year Ending 9/1	Principal	Interest Rate [a]	Annual Interest	Principal & Interest	Admin Expense [b]	0.50% Additional Interest	Subtotal	Capitalized Interest	Annual PID Installment
1 2028	\$ -	6.00%	\$ 345,060	\$ 345,060	\$ 25,000	\$ 28,755	\$ 398,815	\$ (345,060)	\$ 53,755
2 2029	\$ -	6.00%	\$ 345,060	\$ 345,060	\$ 25,500	\$ 28,755	\$ 399,315	\$ (345,060)	\$ 54,255
3 2030	\$ 84,000	6.00%	\$ 345,060	\$ 429,060	\$ 26,010	\$ 28,755	\$ 483,825	\$ -	\$ 483,825
4 2031	\$ 89,000	6.00%	\$ 340,020	\$ 429,020	\$ 26,530	\$ 28,335	\$ 483,885	\$ -	\$ 483,885
5 2032	\$ 94,000	6.00%	\$ 334,680	\$ 428,680	\$ 27,061	\$ 27,890	\$ 483,631	\$ -	\$ 483,631
6 2033	\$ 100,000	6.00%	\$ 329,040	\$ 429,040	\$ 27,602	\$ 27,420	\$ 484,062	\$ -	\$ 484,062
7 2034	\$ 106,000	6.00%	\$ 323,040	\$ 429,040	\$ 28,154	\$ 26,920	\$ 484,114	\$ -	\$ 484,114
8 2035	\$ 112,000	6.00%	\$ 316,680	\$ 428,680	\$ 28,717	\$ 26,390	\$ 483,787	\$ -	\$ 483,787
9 2036	\$ 119,000	6.00%	\$ 309,960	\$ 428,960	\$ 29,291	\$ 25,830	\$ 484,081	\$ -	\$ 484,081
10 2037	\$ 126,000	6.00%	\$ 302,820	\$ 428,820	\$ 29,877	\$ 25,235	\$ 483,932	\$ -	\$ 483,932
11 2038	\$ 134,000	6.00%	\$ 295,260	\$ 429,260	\$ 30,475	\$ 24,605	\$ 484,340	\$ -	\$ 484,340
12 2039	\$ 142,000	6.00%	\$ 287,220	\$ 429,220	\$ 31,084	\$ 23,935	\$ 484,239	\$ -	\$ 484,239
13 2040	\$ 150,000	6.00%	\$ 278,700	\$ 428,700	\$ 31,706	\$ 23,225	\$ 483,631	\$ -	\$ 483,631
14 2041	\$ 159,000	6.00%	\$ 269,700	\$ 428,700	\$ 32,340	\$ 22,475	\$ 483,515	\$ -	\$ 483,515
15 2042	\$ 169,000	6.00%	\$ 260,160	\$ 429,160	\$ 32,987	\$ 21,680	\$ 483,827	\$ -	\$ 483,827
16 2043	\$ 179,000	6.00%	\$ 250,020	\$ 429,020	\$ 33,647	\$ 20,835	\$ 483,502	\$ -	\$ 483,502
17 2044	\$ 190,000	6.00%	\$ 239,280	\$ 429,280	\$ 34,320	\$ 19,940	\$ 483,540	\$ -	\$ 483,540
18 2045	\$ 201,000	6.00%	\$ 227,880	\$ 428,880	\$ 35,006	\$ 18,990	\$ 482,876	\$ -	\$ 482,876
19 2046	\$ 213,000	6.00%	\$ 215,820	\$ 428,820	\$ 35,706	\$ 17,985	\$ 482,511	\$ -	\$ 482,511
20 2047	\$ 226,000	6.00%	\$ 203,040	\$ 429,040	\$ 36,420	\$ 16,920	\$ 482,380	\$ -	\$ 482,380
21 2048	\$ 240,000	6.00%	\$ 189,480	\$ 429,480	\$ 37,149	\$ 15,790	\$ 482,419	\$ -	\$ 482,419
22 2049	\$ 254,000	6.00%	\$ 175,080	\$ 429,080	\$ 37,892	\$ 14,590	\$ 481,562	\$ -	\$ 481,562
23 2050	\$ 269,000	6.00%	\$ 159,840	\$ 428,840	\$ 38,649	\$ 13,320	\$ 480,809	\$ -	\$ 480,809
24 2051	\$ 285,000	6.00%	\$ 143,700	\$ 428,700	\$ 39,422	\$ 11,975	\$ 480,097	\$ -	\$ 480,097
25 2052	\$ 302,000	6.00%	\$ 126,600	\$ 428,600	\$ 40,211	\$ 10,550	\$ 479,361	\$ -	\$ 479,361
26 2053	\$ 321,000	6.00%	\$ 108,480	\$ 429,480	\$ 41,015	\$ 9,040	\$ 479,535	\$ -	\$ 479,535
27 2054	\$ 340,000	6.00%	\$ 89,220	\$ 429,220	\$ 41,835	\$ 7,435	\$ 478,490	\$ -	\$ 478,490
28 2055	\$ 360,000	6.00%	\$ 68,820	\$ 428,820	\$ 42,672	\$ 5,735	\$ 477,227	\$ -	\$ 477,227
29 2056	\$ 382,000	6.00%	\$ 47,220	\$ 429,220	\$ 43,526	\$ 3,935	\$ 476,681	\$ -	\$ 476,681
30 2057	\$ 405,000	6.00%	\$ 24,300	\$ 429,300	\$ 44,396	\$ 2,025	\$ 475,721	\$ -	\$ 475,721
Total	\$ 5,751,000	6.00%	\$ 6,951,240	\$ 12,702,240	\$ 1,014,202	\$ 579,270	\$ 14,295,712	\$ (690,120)	\$ 13,605,592

Footnotes:

[a] For illustration purposes only. Actual date and rate to be determined.

[b] Assumes administrative expenses escalate annually by 2%.

**EXHIBIT A**  
**Post Oak Ranch**  
**Exhibit I**

**Detailed Bond Sizing Analysis: Future Improvement Area #2 - Reimb. Obl. / Series B**  
**4/25/2025**

Bond Issue Date <sup>(a)</sup> 9/1/2029

Year Ending	Principal	Interest Rate (a)	Annual Interest	Principal & Interest	Admin Expense <sup>(b)</sup>	0.50% Additional Interest	Subtotal	Capitalized Interest	Annual PID Installment <sup>(c)</sup>
1 2028	\$ -	6.00%	\$ -	-	\$ -	-	\$ -	-	\$ -
2 2029	\$ -	6.00%	\$ -	-	\$ -	-	\$ -	-	\$ -
3 2030	\$ 68,000	6.00%	\$ 279,480	\$ 347,480	\$ -	-	\$ 370,770	\$ -	\$ 370,770
4 2031	\$ 72,000	6.00%	\$ 275,400	\$ 347,400	\$ -	23,290	\$ 370,350	\$ -	\$ 370,350
5 2032	\$ 76,000	6.00%	\$ 271,080	\$ 347,080	\$ -	22,950	\$ 369,670	\$ -	\$ 369,670
6 2033	\$ 81,000	6.00%	\$ 266,520	\$ 347,520	\$ -	22,590	\$ 369,730	\$ -	\$ 369,730
7 2034	\$ 86,000	6.00%	\$ 261,660	\$ 347,660	\$ -	22,210	\$ 369,465	\$ -	\$ 369,465
8 2035	\$ 91,000	6.00%	\$ 256,500	\$ 347,500	\$ -	21,805	\$ 368,875	\$ -	\$ 368,875
9 2036	\$ 96,000	6.00%	\$ 251,040	\$ 347,040	\$ -	21,375	\$ 367,960	\$ -	\$ 367,960
10 2037	\$ 102,000	6.00%	\$ 245,280	\$ 347,280	\$ -	20,920	\$ 367,720	\$ -	\$ 367,720
11 2038	\$ 108,000	6.00%	\$ 239,160	\$ 347,160	\$ -	20,440	\$ 367,090	\$ -	\$ 367,090
12 2039	\$ 115,000	6.00%	\$ 232,680	\$ 347,680	\$ -	19,930	\$ 367,070	\$ -	\$ 367,070
13 2040	\$ 122,000	6.00%	\$ 225,780	\$ 347,780	\$ -	19,390	\$ 366,595	\$ -	\$ 366,595
14 2041	\$ 129,000	6.00%	\$ 218,460	\$ 347,460	\$ -	18,815	\$ 365,665	\$ -	\$ 365,665
15 2042	\$ 137,000	6.00%	\$ 210,720	\$ 347,720	\$ -	18,205	\$ 365,280	\$ -	\$ 365,280
16 2043	\$ 145,000	6.00%	\$ 202,500	\$ 347,500	\$ -	17,560	\$ 364,375	\$ -	\$ 364,375
17 2044	\$ 153,000	6.00%	\$ 193,800	\$ 346,800	\$ -	16,875	\$ 362,950	\$ -	\$ 362,950
18 2045	\$ 163,000	6.00%	\$ 184,620	\$ 347,620	\$ -	16,150	\$ 363,005	\$ -	\$ 363,005
19 2046	\$ 173,000	6.00%	\$ 174,840	\$ 347,840	\$ -	15,385	\$ 362,410	\$ -	\$ 362,410
20 2047	\$ 183,000	6.00%	\$ 164,460	\$ 347,460	\$ -	14,570	\$ 361,165	\$ -	\$ 361,165
21 2048	\$ 194,000	6.00%	\$ 153,480	\$ 347,480	\$ -	13,705	\$ 360,270	\$ -	\$ 360,270
22 2049	\$ 206,000	6.00%	\$ 141,840	\$ 347,840	\$ -	12,790	\$ 359,660	\$ -	\$ 359,660
23 2050	\$ 218,000	6.00%	\$ 129,480	\$ 347,480	\$ -	11,820	\$ 358,270	\$ -	\$ 358,270
24 2051	\$ 231,000	6.00%	\$ 116,400	\$ 347,400	\$ -	10,790	\$ 357,100	\$ -	\$ 357,100
25 2052	\$ 245,000	6.00%	\$ 102,540	\$ 347,540	\$ -	9,700	\$ 356,085	\$ -	\$ 356,085
26 2053	\$ 260,000	6.00%	\$ 87,840	\$ 347,840	\$ -	8,545	\$ 355,160	\$ -	\$ 355,160
27 2054	\$ 275,000	6.00%	\$ 72,240	\$ 347,240	\$ -	7,320	\$ 353,260	\$ -	\$ 353,260
28 2055	\$ 292,000	6.00%	\$ 55,740	\$ 347,740	\$ -	6,020	\$ 352,385	\$ -	\$ 352,385
29 2056	\$ 309,000	6.00%	\$ 38,220	\$ 347,220	\$ -	4,645	\$ 350,405	\$ -	\$ 350,405
30 2057	\$ 328,000	6.00%	\$ 19,680	\$ 347,680	\$ -	3,185	\$ 349,320	\$ -	\$ 349,320
<b>Total</b>	\$ 4,658,000	6.00%	\$ 5,071,440	\$ 9,729,440	\$ -	1,640	\$ 10,152,060	\$ -	\$ 10,152,060

Footnotes:

[a] For illustration purposes only. Actual rate may not exceed 5% above the highest average interest rate for tax-exempt bonds for years 1-5, and 2% for the remaining years.

[b] Assumes administrative costs are included in the Series A bond series.

[c] Assumes collection of annual installments are deferred until after the Series A capitalized interest period.

**EXHIBIT A**  
**Post Oak Ranch**  
**Exhibit J**

**Detailed Bond Sizing Analysis: Future Improvement Area #3**  
**4/25/2025**

Bond Issue Date [a] 9/1/2029

	Year Ending 9/1	Principal	Interest Rate [a]	Annual Interest	Principal & Interest	Admin Expense [b]	0.50% Additional Interest	Subtotal	Capitalized Interest	Annual PID Installment
1	2030	\$	6.00%	\$ 349,920	\$ 349,920	\$ 25,000	\$ 29,160	\$ 404,080	\$ (349,920)	\$ 54,160
2	2031	\$	6.00%	\$ 349,920	\$ 349,920	\$ 25,000	\$ 29,160	\$ 404,580	\$ (349,920)	\$ 54,660
3	2032	\$ 85,000	6.00%	\$ 349,920	\$ 434,920	\$ 26,010	\$ 29,160	\$ 490,090	-	\$ 490,090
4	2033	\$ 90,000	6.00%	\$ 344,820	\$ 434,820	\$ 26,530	\$ 28,735	\$ 490,085	-	\$ 490,085
5	2034	\$ 96,000	6.00%	\$ 339,420	\$ 435,420	\$ 27,061	\$ 28,285	\$ 490,766	-	\$ 490,766
6	2035	\$ 101,000	6.00%	\$ 333,660	\$ 434,660	\$ 27,602	\$ 27,805	\$ 490,067	-	\$ 490,067
7	2036	\$ 107,000	6.00%	\$ 327,600	\$ 434,600	\$ 28,154	\$ 27,300	\$ 490,054	-	\$ 490,054
8	2037	\$ 114,000	6.00%	\$ 321,180	\$ 435,180	\$ 28,717	\$ 26,765	\$ 490,662	-	\$ 490,662
9	2038	\$ 121,000	6.00%	\$ 314,340	\$ 435,340	\$ 29,291	\$ 26,195	\$ 490,826	-	\$ 490,826
10	2039	\$ 128,000	6.00%	\$ 307,080	\$ 435,080	\$ 29,877	\$ 25,590	\$ 490,547	-	\$ 490,547
11	2040	\$ 136,000	6.00%	\$ 299,400	\$ 435,400	\$ 30,475	\$ 24,950	\$ 490,825	-	\$ 490,825
12	2041	\$ 144,000	6.00%	\$ 291,240	\$ 435,240	\$ 31,084	\$ 24,270	\$ 490,594	-	\$ 490,594
13	2042	\$ 152,000	6.00%	\$ 282,600	\$ 434,600	\$ 31,706	\$ 23,550	\$ 489,856	-	\$ 489,856
14	2043	\$ 162,000	6.00%	\$ 273,480	\$ 435,480	\$ 32,340	\$ 22,790	\$ 490,610	-	\$ 490,610
15	2044	\$ 171,000	6.00%	\$ 263,760	\$ 434,760	\$ 32,987	\$ 21,980	\$ 489,727	-	\$ 489,727
16	2045	\$ 182,000	6.00%	\$ 253,500	\$ 435,500	\$ 33,647	\$ 21,125	\$ 490,272	-	\$ 490,272
17	2046	\$ 192,000	6.00%	\$ 242,580	\$ 434,580	\$ 34,320	\$ 20,215	\$ 489,115	-	\$ 489,115
18	2047	\$ 204,000	6.00%	\$ 231,060	\$ 435,060	\$ 35,006	\$ 19,255	\$ 489,321	-	\$ 489,321
19	2048	\$ 216,000	6.00%	\$ 218,820	\$ 434,820	\$ 35,706	\$ 18,235	\$ 488,761	-	\$ 488,761
20	2049	\$ 229,000	6.00%	\$ 205,860	\$ 434,860	\$ 36,420	\$ 17,155	\$ 488,435	-	\$ 488,435
21	2050	\$ 243,000	6.00%	\$ 192,120	\$ 435,120	\$ 37,149	\$ 16,010	\$ 488,279	-	\$ 488,279
22	2051	\$ 258,000	6.00%	\$ 177,540	\$ 435,540	\$ 37,892	\$ 14,795	\$ 488,227	-	\$ 488,227
23	2052	\$ 273,000	6.00%	\$ 162,060	\$ 435,060	\$ 38,649	\$ 13,505	\$ 487,214	-	\$ 487,214
24	2053	\$ 289,000	6.00%	\$ 145,680	\$ 434,680	\$ 39,422	\$ 12,140	\$ 486,242	-	\$ 486,242
25	2054	\$ 307,000	6.00%	\$ 128,340	\$ 435,340	\$ 40,211	\$ 10,695	\$ 486,246	-	\$ 486,246
26	2055	\$ 325,000	6.00%	\$ 109,920	\$ 434,920	\$ 41,015	\$ 9,160	\$ 485,095	-	\$ 485,095
27	2056	\$ 345,000	6.00%	\$ 90,420	\$ 435,420	\$ 41,835	\$ 7,535	\$ 484,790	-	\$ 484,790
28	2057	\$ 365,000	6.00%	\$ 69,720	\$ 434,720	\$ 42,672	\$ 5,810	\$ 483,202	-	\$ 483,202
29	2058	\$ 387,000	6.00%	\$ 47,820	\$ 434,820	\$ 43,526	\$ 3,985	\$ 482,331	-	\$ 482,331
30	2059	\$ 410,000	6.00%	\$ 24,600	\$ 434,600	\$ 44,396	\$ 2,050	\$ 481,046	-	\$ 481,046
<b>Total</b>		\$ 5,832,000	6.00%	\$ 7,048,380	\$ 12,880,380	\$ 1,014,202	\$ 587,365	\$ 14,481,947	\$ (699,840)	\$ 13,782,107

Footnotes:

[a] For illustration purposes only. Actual date and rate to be determined.

[b] Assumes administrative expenses escalate annually by 2%.

EXHIBIT A  
Post Oak Ranch  
Exhibit K

PRELIMINARY DISCUSSION DRAFT

Detailed Bond Sizing Analysis: Future Improvement Area #3 - Reimb. Obl. / Series B  
4/25/2025

Bond Issue Date <sup>(a)</sup> 9/1/2031

Year Ending	Principal	Interest Rate <sup>(a)</sup>	Annual Interest	Principal & Interest	Admin Expense <sup>(b)</sup>	0.50% Additional Interest	Subtotal	Capitalized Interest	Annual PID Installment <sup>(c)</sup>
1 2030	\$ -	6.00%	\$ -	-	\$ -	-	\$ -	\$ -	\$ -
2 2031	\$ -	6.00%	\$ -	-	\$ -	-	\$ -	\$ -	\$ -
3 2032	\$ 69,000	6.00%	\$ 283,860	\$ 352,860	\$ -	23,655	\$ 376,515	\$ -	\$ 376,515
4 2033	\$ 73,000	6.00%	\$ 279,720	\$ 352,720	\$ -	23,310	\$ 376,030	\$ -	\$ 376,030
5 2034	\$ 78,000	6.00%	\$ 275,340	\$ 353,340	\$ -	22,945	\$ 376,285	\$ -	\$ 376,285
6 2035	\$ 82,000	6.00%	\$ 270,660	\$ 352,660	\$ -	22,555	\$ 375,215	\$ -	\$ 375,215
7 2036	\$ 87,000	6.00%	\$ 265,740	\$ 352,740	\$ -	22,145	\$ 374,885	\$ -	\$ 374,885
8 2037	\$ 92,000	6.00%	\$ 260,520	\$ 352,520	\$ -	21,710	\$ 374,230	\$ -	\$ 374,230
9 2038	\$ 98,000	6.00%	\$ 255,000	\$ 353,000	\$ -	21,250	\$ 374,250	\$ -	\$ 374,250
10 2039	\$ 104,000	6.00%	\$ 249,120	\$ 353,120	\$ -	20,760	\$ 373,880	\$ -	\$ 373,880
11 2040	\$ 110,000	6.00%	\$ 242,880	\$ 352,880	\$ -	20,240	\$ 373,120	\$ -	\$ 373,120
12 2041	\$ 117,000	6.00%	\$ 236,280	\$ 353,280	\$ -	19,690	\$ 372,970	\$ -	\$ 372,970
13 2042	\$ 124,000	6.00%	\$ 229,260	\$ 353,260	\$ -	19,105	\$ 372,365	\$ -	\$ 372,365
14 2043	\$ 131,000	6.00%	\$ 221,820	\$ 352,820	\$ -	18,485	\$ 371,305	\$ -	\$ 371,305
15 2044	\$ 139,000	6.00%	\$ 213,960	\$ 352,960	\$ -	17,830	\$ 370,790	\$ -	\$ 370,790
16 2045	\$ 147,000	6.00%	\$ 205,620	\$ 352,620	\$ -	17,135	\$ 369,755	\$ -	\$ 369,755
17 2046	\$ 156,000	6.00%	\$ 196,800	\$ 352,800	\$ -	16,400	\$ 369,200	\$ -	\$ 369,200
18 2047	\$ 165,000	6.00%	\$ 187,440	\$ 352,440	\$ -	15,620	\$ 368,060	\$ -	\$ 368,060
19 2048	\$ 175,000	6.00%	\$ 177,540	\$ 352,540	\$ -	14,795	\$ 367,335	\$ -	\$ 367,335
20 2049	\$ 186,000	6.00%	\$ 167,040	\$ 353,040	\$ -	13,920	\$ 366,960	\$ -	\$ 366,960
21 2050	\$ 197,000	6.00%	\$ 155,880	\$ 352,880	\$ -	12,990	\$ 365,870	\$ -	\$ 365,870
22 2051	\$ 209,000	6.00%	\$ 144,060	\$ 353,060	\$ -	12,005	\$ 365,065	\$ -	\$ 365,065
23 2052	\$ 221,000	6.00%	\$ 131,520	\$ 352,520	\$ -	10,960	\$ 363,480	\$ -	\$ 363,480
24 2053	\$ 235,000	6.00%	\$ 118,260	\$ 353,260	\$ -	9,855	\$ 363,115	\$ -	\$ 363,115
25 2054	\$ 249,000	6.00%	\$ 104,160	\$ 353,160	\$ -	8,680	\$ 361,840	\$ -	\$ 361,840
26 2055	\$ 264,000	6.00%	\$ 89,220	\$ 353,220	\$ -	7,435	\$ 360,655	\$ -	\$ 360,655
27 2056	\$ 280,000	6.00%	\$ 73,380	\$ 353,380	\$ -	6,115	\$ 359,495	\$ -	\$ 359,495
28 2057	\$ 296,000	6.00%	\$ 56,580	\$ 352,580	\$ -	4,715	\$ 357,295	\$ -	\$ 357,295
29 2058	\$ 314,000	6.00%	\$ 38,820	\$ 352,820	\$ -	3,235	\$ 356,055	\$ -	\$ 356,055
30 2059	\$ 333,000	6.00%	\$ 19,980	\$ 352,980	\$ -	1,665	\$ 354,645	\$ -	\$ 354,645
Total	\$ 4,731,000	6.00%	\$ 5,150,460	\$ 9,881,460	\$ -	\$ 429,205	\$ 10,310,665	\$ -	\$ 10,310,665

Footnotes:

- [a] For illustration purposes only. Actual rate may not exceed 5% above the highest average interest rate for tax-exempt bonds for years 1-5, and 2% for the remaining years.  
[b] Assumes administrative costs are included in the Series A bond series.  
[c] Assumes collection of annual installments are deferred until after the Series A capitalized interest period.



**EXHIBIT A**  
**Post Oak Ranch**  
**Exhibit L**

**Detailed Bond Sizing Analysis: Future Improvement Area #4**  
**4/25/2025**

Bond Issue Date [a] 9/1/2031

Year Ending 9/1	Principal	Interest Rate [a]	Annual Interest	Principal & Interest	Admin Expense [b]	0.50% Additional Interest	Subtotal	Capitalized Interest	Annual PID Installment
1 2032	\$ -	6.00%	\$ 306,180	\$ 306,180	\$ 25,000	\$ 25,515	\$ 356,695	\$ (306,180)	\$ 50,515
2 2033	\$ -	6.00%	\$ 306,180	\$ 306,180	\$ 25,500	\$ 25,515	\$ 357,195	\$ (306,180)	\$ 51,015
3 2034	\$ 74,000	6.00%	\$ 306,180	\$ 380,180	\$ 26,010	\$ 25,515	\$ 431,705	-	\$ 431,705
4 2035	\$ 79,000	6.00%	\$ 301,740	\$ 380,740	\$ 26,530	\$ 25,145	\$ 432,415	-	\$ 432,415
5 2036	\$ 84,000	6.00%	\$ 297,000	\$ 381,000	\$ 27,061	\$ 24,730	\$ 432,811	-	\$ 432,811
6 2037	\$ 89,000	6.00%	\$ 291,960	\$ 380,960	\$ 27,602	\$ 24,330	\$ 432,892	-	\$ 432,892
7 2038	\$ 94,000	6.00%	\$ 286,620	\$ 380,620	\$ 28,154	\$ 23,885	\$ 432,659	-	\$ 432,659
8 2039	\$ 100,000	6.00%	\$ 280,980	\$ 380,980	\$ 28,717	\$ 23,415	\$ 433,112	-	\$ 433,112
9 2040	\$ 106,000	6.00%	\$ 274,980	\$ 380,980	\$ 29,291	\$ 22,915	\$ 433,186	-	\$ 433,186
10 2041	\$ 112,000	6.00%	\$ 268,620	\$ 380,620	\$ 29,877	\$ 22,385	\$ 432,882	-	\$ 432,882
11 2042	\$ 119,000	6.00%	\$ 261,900	\$ 380,900	\$ 30,475	\$ 21,825	\$ 433,200	-	\$ 433,200
12 2043	\$ 126,000	6.00%	\$ 254,760	\$ 380,760	\$ 31,084	\$ 21,230	\$ 433,074	-	\$ 433,074
13 2044	\$ 133,000	6.00%	\$ 247,200	\$ 380,200	\$ 31,706	\$ 20,600	\$ 432,506	-	\$ 432,506
14 2045	\$ 141,000	6.00%	\$ 239,220	\$ 380,220	\$ 32,340	\$ 19,935	\$ 432,495	-	\$ 432,495
15 2046	\$ 150,000	6.00%	\$ 230,760	\$ 380,760	\$ 32,987	\$ 19,230	\$ 432,977	-	\$ 432,977
16 2047	\$ 159,000	6.00%	\$ 221,760	\$ 380,760	\$ 33,647	\$ 18,480	\$ 432,887	-	\$ 432,887
17 2048	\$ 168,000	6.00%	\$ 212,220	\$ 380,220	\$ 34,320	\$ 17,685	\$ 432,225	-	\$ 432,225
18 2049	\$ 178,000	6.00%	\$ 202,140	\$ 380,140	\$ 35,006	\$ 16,845	\$ 431,991	-	\$ 431,991
19 2050	\$ 189,000	6.00%	\$ 191,460	\$ 380,460	\$ 35,706	\$ 15,955	\$ 432,121	-	\$ 432,121
20 2051	\$ 201,000	6.00%	\$ 180,120	\$ 381,120	\$ 36,420	\$ 15,010	\$ 432,550	-	\$ 432,550
21 2052	\$ 213,000	6.00%	\$ 168,060	\$ 381,060	\$ 37,149	\$ 14,005	\$ 432,214	-	\$ 432,214
22 2053	\$ 225,000	6.00%	\$ 155,280	\$ 380,280	\$ 37,892	\$ 12,940	\$ 431,112	-	\$ 431,112
23 2054	\$ 239,000	6.00%	\$ 141,780	\$ 380,780	\$ 38,649	\$ 11,815	\$ 431,244	-	\$ 431,244
24 2055	\$ 253,000	6.00%	\$ 127,440	\$ 380,440	\$ 39,422	\$ 10,620	\$ 430,482	-	\$ 430,482
25 2056	\$ 268,000	6.00%	\$ 112,260	\$ 380,260	\$ 40,211	\$ 9,355	\$ 429,826	-	\$ 429,826
26 2057	\$ 284,000	6.00%	\$ 96,180	\$ 380,180	\$ 41,015	\$ 8,015	\$ 429,210	-	\$ 429,210
27 2058	\$ 301,000	6.00%	\$ 79,140	\$ 380,140	\$ 41,835	\$ 6,595	\$ 428,570	-	\$ 428,570
28 2059	\$ 320,000	6.00%	\$ 61,080	\$ 381,080	\$ 42,672	\$ 5,090	\$ 428,842	-	\$ 428,842
29 2060	\$ 339,000	6.00%	\$ 41,880	\$ 380,880	\$ 43,526	\$ 3,490	\$ 427,896	-	\$ 427,896
30 2061	\$ 359,000	6.00%	\$ 21,540	\$ 380,540	\$ 44,396	\$ 1,795	\$ 426,731	-	\$ 426,731
<b>Total</b>	\$ 5,103,000	6.00%	\$ 6,166,620	\$ 11,269,620	\$ 1,014,202	\$ 513,885	\$ 12,797,707	\$ (612,360)	\$ 12,185,347

Footnotes:

[a] For illustration purposes only. Actual date and rate to be determined.

[b] Assumes administrative expenses escalate annually by 2%.

EXHIBIT A  
Post Oak Ranch  
Exhibit M

Detailed Bond Sizing Analysis: Future Improvement Area #4 - Reimb. Obl. / Series B  
4/25/2025

Bond Issue Date <sup>(a)</sup> 9/1/2033

Year Ending	Principal	Interest Rate <sup>(a)</sup>	Annual Interest	Principal & Interest	Admin Expense <sup>(b)</sup>	0.50% Additional Interest	Subtotal	Capitalized Interest	Annual PID Installment <sup>(c)</sup>
1 2032	\$ -	6.00%	\$ -	-	\$ -	-	\$ -	-	\$ -
2 2033	\$ -	6.00%	\$ -	-	\$ -	-	\$ -	-	\$ -
3 2034	\$ 60,000	6.00%	\$ 245,160	\$ 305,160	\$ -	20,430	\$ 325,590	-	\$ 325,590
4 2035	\$ 63,000	6.00%	\$ 241,560	\$ 304,560	\$ -	20,130	\$ 324,690	-	\$ 324,690
5 2036	\$ 67,000	6.00%	\$ 237,780	\$ 304,780	\$ -	19,815	\$ 324,595	-	\$ 324,595
6 2037	\$ 71,000	6.00%	\$ 233,760	\$ 304,760	\$ -	19,480	\$ 324,240	-	\$ 324,240
7 2038	\$ 75,000	6.00%	\$ 229,500	\$ 304,500	\$ -	19,125	\$ 323,625	-	\$ 323,625
8 2039	\$ 80,000	6.00%	\$ 225,000	\$ 305,000	\$ -	18,750	\$ 323,750	-	\$ 323,750
9 2040	\$ 85,000	6.00%	\$ 220,200	\$ 305,200	\$ -	18,350	\$ 323,550	-	\$ 323,550
10 2041	\$ 90,000	6.00%	\$ 215,100	\$ 305,100	\$ -	17,925	\$ 323,025	-	\$ 323,025
11 2042	\$ 95,000	6.00%	\$ 209,700	\$ 304,700	\$ -	17,475	\$ 322,175	-	\$ 322,175
12 2043	\$ 101,000	6.00%	\$ 204,000	\$ 305,000	\$ -	17,000	\$ 322,000	-	\$ 322,000
13 2044	\$ 107,000	6.00%	\$ 197,940	\$ 304,940	\$ -	16,495	\$ 321,435	-	\$ 321,435
14 2045	\$ 113,000	6.00%	\$ 191,520	\$ 304,520	\$ -	15,960	\$ 320,480	-	\$ 320,480
15 2046	\$ 120,000	6.00%	\$ 184,740	\$ 304,740	\$ -	15,395	\$ 320,135	-	\$ 320,135
16 2047	\$ 127,000	6.00%	\$ 177,540	\$ 304,540	\$ -	14,795	\$ 319,335	-	\$ 319,335
17 2048	\$ 135,000	6.00%	\$ 169,920	\$ 304,920	\$ -	14,160	\$ 319,080	-	\$ 319,080
18 2049	\$ 143,000	6.00%	\$ 161,820	\$ 304,820	\$ -	13,485	\$ 318,305	-	\$ 318,305
19 2050	\$ 151,000	6.00%	\$ 153,240	\$ 304,240	\$ -	12,770	\$ 317,010	-	\$ 317,010
20 2051	\$ 161,000	6.00%	\$ 144,180	\$ 305,180	\$ -	12,015	\$ 317,195	-	\$ 317,195
21 2052	\$ 170,000	6.00%	\$ 134,520	\$ 304,520	\$ -	11,210	\$ 315,730	-	\$ 315,730
22 2053	\$ 180,000	6.00%	\$ 124,320	\$ 304,320	\$ -	10,360	\$ 314,680	-	\$ 314,680
23 2054	\$ 191,000	6.00%	\$ 113,520	\$ 304,520	\$ -	9,460	\$ 313,980	-	\$ 313,980
24 2055	\$ 203,000	6.00%	\$ 102,060	\$ 305,060	\$ -	8,505	\$ 313,565	-	\$ 313,565
25 2056	\$ 215,000	6.00%	\$ 89,880	\$ 304,880	\$ -	7,490	\$ 312,370	-	\$ 312,370
26 2057	\$ 228,000	6.00%	\$ 76,980	\$ 304,980	\$ -	6,415	\$ 311,395	-	\$ 311,395
27 2058	\$ 241,000	6.00%	\$ 63,300	\$ 304,300	\$ -	5,275	\$ 309,575	-	\$ 309,575
28 2059	\$ 256,000	6.00%	\$ 48,840	\$ 304,840	\$ -	4,070	\$ 308,910	-	\$ 308,910
29 2060	\$ 271,000	6.00%	\$ 33,480	\$ 304,480	\$ -	2,790	\$ 307,270	-	\$ 307,270
30 2061	\$ 287,000	6.00%	\$ 17,220	\$ 304,220	\$ -	1,435	\$ 305,655	-	\$ 305,655
Total	\$ 4,086,000	6.00%	\$ 4,446,780	\$ 8,532,780	\$ -	\$ 370,565	\$ 8,903,345	\$ -	\$ 8,903,345

Footnotes:

[a] For illustration purposes only. Actual rate may not exceed 5% above the highest average interest rate for tax-exempt bonds for years 1-5, and 2% for the remaining years.

[b] Assumes administrative costs are included in the Series A bond series.

[c] Assumes collection of annual installments are deferred until after the Series A capitalized interest period.



# Post Oak Development Public Improvement District



Public Hearing  
June 19, 2025

Jim Williams, MBA, ICMA-CM  
Assistant City Manager

# Agenda



1. Summarize Post Oak PID Petition
2. PID 101
3. City Council's next decision

# Post Oak Development - PID Petition



1. Submitted by BMRK, Boerne Ranch LLC on May 2, 2025
2. May 20, 2025
  - ✓ Council accepted PID petition
  - ✓ Ordered Public Hearing
3. Proposed PID is part of a comprehensive project plan:
  - Amended Development Agreement
  - Annexation
  - PID

# Post Oak Development - PID Petition Background

1. Subject property: 345-acre parcel, aka: “The Reserve at Fair Oaks Ranch”
2. New plan:
  - ✓ 278 residential units
  - ✓ Ammann Rd. improvements
  - ✓ PID financing for improvements



# Public Improvement Districts - IOI

## Regulatory Framework



1. Chapter 372, Texas Local Government Code
  - Establishes legal and regulatory framework
  - From petition through implementation and dissolution
2. City PID Policy – adopted December 2024

# Public Improvement Districts - IOI



## 1. Why use a PID?

- Economic development incentive tool
- Incentivizes development of special amenities
- Can help to accelerate construction
- Extend public infrastructure without burdening existing tax payers / rate payers

## 2. A PID is NOT:

- Another political subdivision



# Public Improvement Districts - IOI



## Types of PIDs

### Pay-As-You-Go

Allows for long-term reimbursements

Interest rates are set, usually 2-5% above bond index

### Reimbursement Bonds

Reimbursement soon after construction

Less market risk → better interest rates

Perceived risk decreases further into the project

### Construction Bonds

Bond funds up front to cover construction costs

Higher market risk → higher interest rates as land is undeveloped

# Public Improvement Districts - IOI

## PID Financial Implications to the City



### PID Debt

- Non-recourse to the City  
Bonds/Agreements backed by assessments on the property
- Issuance of PID debt by City does not reduce City's bonding capacity
- City keeps all of its ad valorem and sales tax revenues
- Counts against Bank Qualified Debt limit

### PID Creation & Administration

- All City costs incurred as a result of PID creation to be paid by Developer via cash escrow deposit with City
- Administration is contracted to a third party (P3-Works), City maintains oversight, all paid for by PID assessments

# Public Improvement Districts - IOI



## City Obligations for PID

- Inspect Public Improvements
- Hire & oversee PID Administrator

# Public Improvement Districts - IOI

## City Obligations for PID

### with help from 3<sup>rd</sup> Party Administrator



- Review request for draws by developer
  - Verify infrastructure costs vs. Service Assessment Plan (SAP)
  - Certify compliance w/terms in certificate of payment prior to release of bond proceeds
  - Verify appropriate release of lien, “all bill paid” affidavit prior to release of payments
- Maintain database of all property in PID
- Send assessment roll to County
- Prepare delinquency reports
- Account for funds withdrawn from trust vs. approved draws & debt service payments
- Review developer quarterly disclosures
- File annual disclosure reports (as obligated party)
- Pursue and enforce collection of delinquencies (via County contract)
- Prepare & adopt annual SAP update

# Public Improvement Districts - IOI



Who's on the team?



# Post Oak Development PID

## Next Decisions



1. Consider resolution creating the Post Oak PID
  - Anticipated: July 3, 2025
2. Will need to make findings (TxLGC 372.009)
  - Advisability of the proposed improvement
  - Nature of the improvement
  - Estimated cost of the improvement
  - Boundaries of the improvement district
  - Method of assessment
  - Proposed apportionment of costs between district and City

# Public Hearing



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## CITY COUNCIL PUBLIC HEARING

### CITY OF FAIR OAKS RANCH, TEXAS

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AGENDA TOPIC: Public Hearing on the extension of the Fair Oaks Ranch city limits by annexation of a +/- 346 acre tract of land within Comal and Kendall County, Texas generally located south and west of Ammann Road and east of the Stone Creek Ranch subdivision

DATE: June 19, 2025

DEPARTMENT: Administration

PRESENTED BY: Carole Vanzant, CPM, Assistant City Manager

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#### **INTRODUCTION/BACKGROUND:**

Texas Local Government Code (“LGC”) Chapter 43 Municipal Annexation; Subchapter C-3 Annexation of Area on Request of Owners authorizes the City of Fair Oaks Ranch, a Home-Rule city, the annexation of territory, subject to the laws of this state. Section 2.02 of the Fair Oaks Ranch City Charter authorizes the City Council to annex territory to extend and enlarge the city boundaries.

On December 12, 2024, the City of Fair Oaks Ranch received a voluntary annexation petition from BRMK Boerne Ranch, LLC. The petition requests the annexation of approximately 344.6 acres of undeveloped land (“Property”) located within the City’s extraterritorial jurisdiction. The Property is situated along Ammann Road to the south and west. Staff reviewed the petition and deemed it complete. This voluntary annexation petition is for a residential development to be known as Post Oak Subdivision. A concept of the development can be found in the attached ordinance under **Exhibit A** found in the Consideration/Discussion section of this meeting’s agenda or in the attached presentation.

On May 20, 2025, the City Council adopted a resolution accepting the annexation petition, authorizing the City Manager to negotiate a written services agreement for the provision of municipal services, and setting a public hearing for June 19, 2025.

Section 43.0672 of Subchapter C-3 states a city that considers annexing an area under this subchapter must first negotiate and enter into a written agreement with the landowners in the area for the provision of services in the area. After the public hearing, the City Council will consider a resolution approving a services agreement. The proposed resolution can be found in the Consideration/Discussion section of this meeting’s agenda.

In accordance with state statute, the requirements for holding a public hearing are as follows:

1. Before the City may adopt an ordinance to annex an area under Subchapter C-3, the City Council must conduct one public hearing.



2. During the public hearing, the City Council:
  - a. must provide persons interested in the annexation with the opportunity to be heard; and
  - b. may adopt an ordinance annexing the area.
3. The City must post notice of the hearing on the City's website, publish notice of the hearing in a newspaper in the of general circulation in the City, and mail a notice of the hearing to each school district in the area, and to each public entity that is located in or provides services to the area proposed for annexation. The notices must be:
  - a. mailed and published at least on or after the 20<sup>th</sup> day but before the 10<sup>th</sup> day before the date of the hearing; and
  - b. posted on the City's website on or after the 20<sup>th</sup> day but before the 10<sup>th</sup> day before the date of the hearing and must remain posted until the date of the hearing.

Additionally, in accordance with the City's Unified Development Code Section 3.6 (5), a posted sign of the proposed annexation public hearing was placed on the subject property not less than 15 days prior to the public hearing date. All notification steps were performed in accordance with state statute and the City's Unified Development Code.

#### **PUBLIC HEARING:**

The sequence for conducting the public hearing is shown on the meeting agenda.

#### **NEXT STEPS:**

June 19 – The City Council considers and acts on a resolution approving a services agreement for the provisions of city services for the Property and authorizes the City Manager to execute said with the land owner.

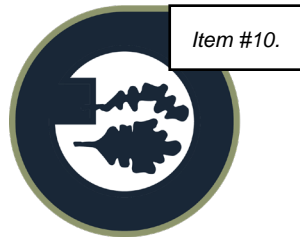
June 19 – The City Council considers and acts on a first reading of ordinance extending the Fair Oaks Ranch city limits by the annexation of approximately 346 acres of land within Comal and Kendall County, Texas.

July 3 – The City Council considers and acts on a second reading of an ordinance extending the Fair Oaks Ranch city limits by the annexation of approximately 346 acres of land within Comal and Kendall County, Texas.

August – The Planning and Zoning Commission will hold a public hearing on Future Land Use Map amendment and Zone Designation ordinances and make a recommendation to the City Council.

August/September – The City Council will hold a public hearing on Future Land Use Map amendment and Zone Designation ordinances and consider and acts on the first and second readings of said ordinances.

# Public Hearing Annexation



June 19, 2025

Carole Vanzant, CPM  
Assistant City Manager

# Annexation Petition

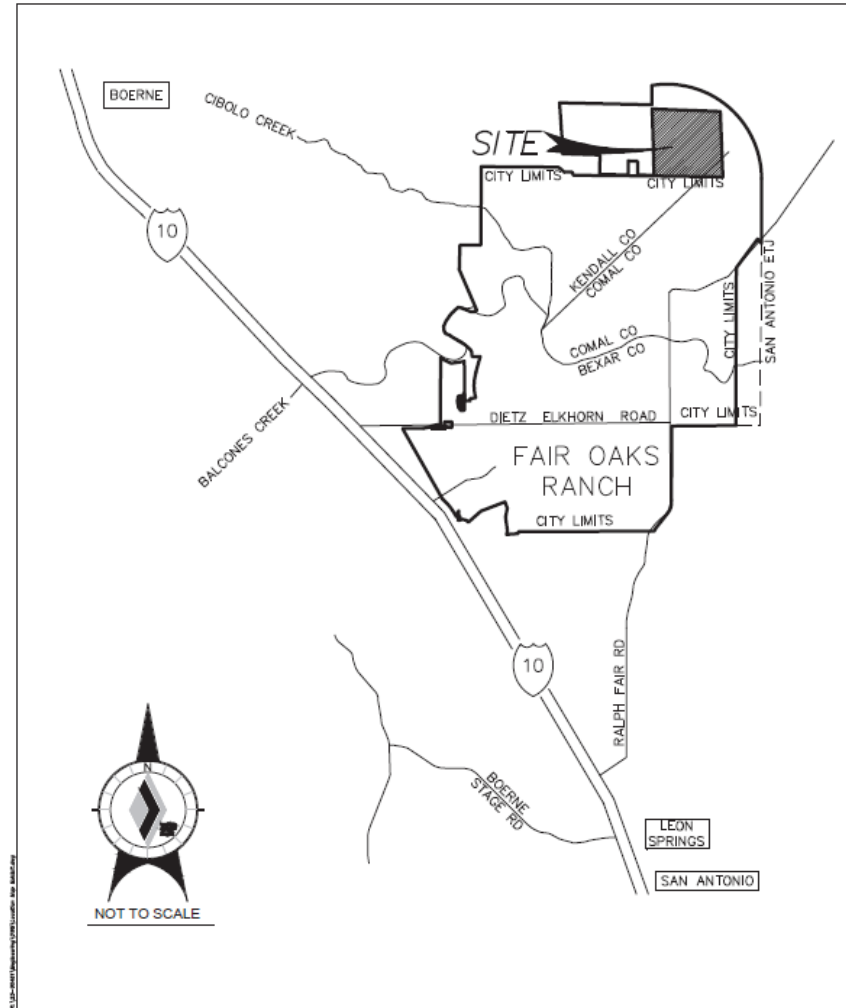
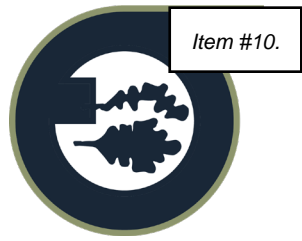


December 12, 2024

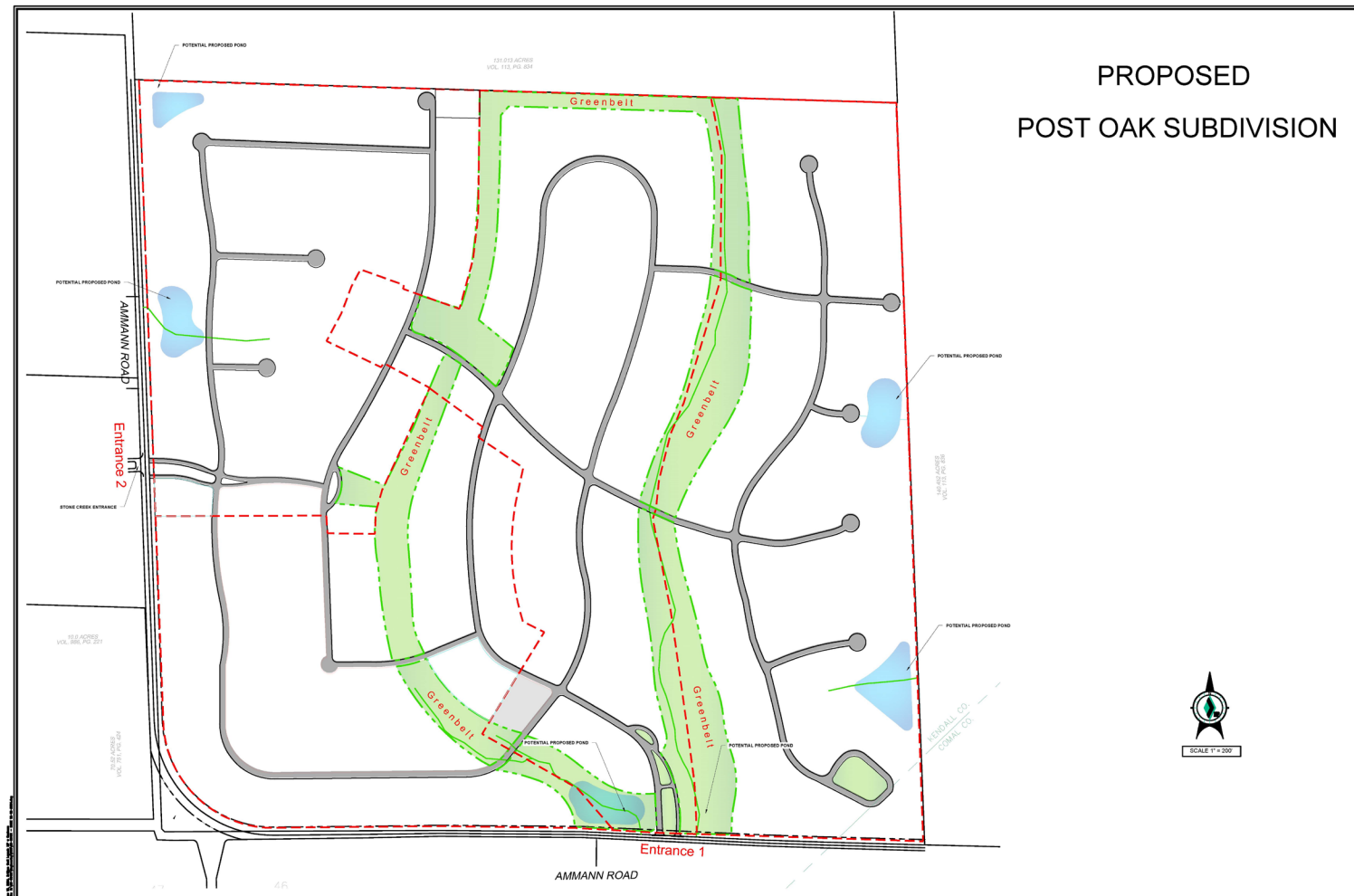
Petition from BRMK Boerne Ranch, LLC received for voluntary annexation

- approximately 344.6 acres of undeveloped land
- located in City's ETJ, along Ammann Road to the south and west
- is contiguous to the City's corporate limits
- for residential development - Post Oak Subdivision
  - 278 single family homes on 1-acre lots
- request for Future Land Use Map amendment and Zone designation to Neighborhood Residential

# Property Vicinity



# Property Concept



# Annexation Authority



1. Texas Government Code Chapter 43 Municipal Annexation; Subchapter C-3 Annexation of Area on Request of Owners
  - Provides provisions for voluntary annexation
2. Home Rule Charter Section 2.02
  - Allows City Council to extend and enlarge the city boundaries

# C-3 Provisions



1. Sec. 43.067 - City Council must first negotiate and enter into a written agreement with the owners of the land in the area for the provision of services
2. Sec. 43.068 - City Council must hold a public hearing to provide interested persons an opportunity to be heard

# Petition Acceptance



May 20, 2025

1. City Council approves Resolution 2025-27
  - accepting the annexation petition
  - authorizing the City Manager to negotiate a written services agreement with the landowner for the extension of municipal services
  - setting a public hearing for June 19



# Services Agreement

1. Negotiated services agreement must include
  - description of each service *to be provided* on the effective date of the annexation
  - a schedule that includes the period within which the City will provide each service that is *not provided* on the effective date of the annexation
2. City Council will consider and act on the negotiated services agreement at tonight's meeting after the public hearing and if approved, will be signed prior to 2<sup>nd</sup> reading of annexation ordinance on July 3.

# Public Hearing Requirements



1. All persons interested in the annexation must have the opportunity to be heard
2. Notices of the hearing must be posted on the City's website, published in a newspaper in the general circulation of the City, and mailed to each school district in the area, and to each public entity that is located in or provides services to the area proposed for annexation
  - must be mailed and published at least on or after the 20th day but before the 10th day before the date of the hearing; and
  - posted on the City's website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing

# Public Hearing Requirements, Cont'd



3. The City's Unified Development Code provides a posted sign of the proposed annexation public hearing must be placed on the subject property not less than 15 days prior to the public hearing

*All public notification requirements were performed in accordance with state statute and the City's Unified Development Code*

# Next Steps



## June 19 -

- City Council acts on services agreement and authorizes City Manager to execute
- City Council acts on first reading of Annexation ordinance

## July 3 - City Council acts on final reading of annexation ordinance

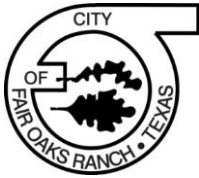
**August 14** - Planning and Zoning Commission holds public hearing on Future Land Use Map amendment and Zone Designation ordinances and makes recommendation to the City Council

## August 21 -

- City Council holds public hearing on Future Land Use Map amendment and Zone Designation ordinances
- City Council acts on the first readings of ordinances.

## September 4 -

- City Council acts on final readings of ordinances.



## CITY COUNCIL CONSIDERATION ITEM

### CITY OF FAIR OAKS RANCH, TEXAS

**AGENDA TOPIC:** Consideration and possible action approving a resolution by the City Council of the City of Fair Oaks Ranch, Texas approving a Services Agreement for the provision of municipal services for a tract of property on Ammann Road; authorizing the City Manager to execute the Agreement; and providing for an effective date of the Agreement

**DATE:** June 19, 2025

**DEPARTMENT:** Administration

**PRESENTED BY:** Carole Vanzant, CPM, Assistant City Manager

#### **INTRODUCTION/BACKGROUND:**

On December 12, 2024, the City of Fair Oaks Ranch received a petition from BRMK Boerne Ranch, LLC for the annexation of approximately 344.6 acres of undeveloped land in the City's extraterritorial jurisdiction, situated along Ammann Road to the south and west. As part of the petition, a draft services agreement for the provision of municipal services was included. The City Council, on May 20, 2025, approved Resolution 2025-27 accepting the annexation petition and authorized the City Manager to negotiate a services agreement with the petitioner.

Texas Local Government Code ("LGC") Chapter 43, Subchapter C-3, Section 43.0672 states a city that considers annexing an area under this subchapter must first negotiate and enter into a written agreement with the landowners in the area for the provision of services in the area. The attached resolution for City Council's consideration and action provides the following as part of the services agreement:

1. a statement of the city's intent to annex the area;
2. a detailed description and map of the area; and
3. a description of each service to be provided by the City upon annexation, including, as applicable:
  - a. Police protection
  - b. Fire protection and Emergency Medical Services
  - c. Water and Wastewater Services
  - d. Solid Waste Collection and Recycling
  - e. Maintenance of Roads and Streets
  - f. Other publicly owned facility, building or service

The next steps for annexation of the petitioned property are:

1. June 19 – the City Council holds a public hearing on the proposed annexation.
2. June 19 – the City Council will consider and act on the first reading of an annexation ordinance.

3. July 3 – the City Council will consider and act on the second reading of an annexation ordinance.
4. The Services Agreement will be an exhibit of the adopting annexation ordinance.

**POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

- Supports Strategic Action Plan Pillar 2 - Responsible Growth Management.
- Complies with Texas Local Government Code Chapter 43 Municipal Annexation, Subchapter C-3 Annexation of Area on Request by Owners, Section 43.0672 Written Agreement Regarding Services.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

Property owners contribute to municipal services through property taxes and user fees.

**LEGAL ANALYSIS:**

Resolution approved by legal.

**RECOMMENDATION/PROPOSED MOTION:**

I move that the City Council approve a resolution approving a Services Agreement and authorizing the City Manager to execute the Agreement.

## A RESOLUTION

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS APPROVING A SERVICES AGREEMENT FOR THE PROVISIONS OF CITY SERVICES FOR A TRACT OF PROPERTY ON AMMANN ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE OF THE AGREEMENT

**WHEREAS**, on December 12, 2024, the City of Fair Oaks Ranch received a petition from BRMK Boerne Ranch, LLC for the annexation of +/-344.6 acres of undeveloped land in the City's extraterritorial jurisdiction (ETJ), situated along Ammann Road to the south and west , and

**WHEREAS**, on May 20, 2025 the City Council approved Resolution 2025-27 accepting the annexation petition and authorizing the City Manager to negotiate a municipal services agreement with the petitioner , and

**WHEREAS**, Texas Local Government Code ("LGC") Section Chapter 43, Subchapter C-3 Section 43.0672 requires the City Council, prior to adopting an annexation ordinance, to enter into a written agreement with the owners of the land for the provision of municipal services, and

**WHEREAS**, the City Council, after holding the required public hearing on the proposed annexation, anticipates annexing the property on July 3, 2025, and

**WHEREAS**, the City Council finds it to be in the best interest of the citizens of Fair Oaks Ranch to approve a Services Agreement and authorize the City Manager to execute the Agreement prior to annexation in accordance with LGC Section 43.0672.

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

- Section 1.** That the City Council approves the Services Agreement attached as **(Exhibit A)**, declares the Agreement shall be effective upon annexation of the +/- 344.6 acre tract of property located on Ammann Road, and authorizes the City Manager to execute the Agreement prior to annexation.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

**PASSED, APPROVED, and ADOPTED on this 19<sup>th</sup> day of June 2025.**

\_\_\_\_\_  
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christina Picioccio, TRMC  
City Secretary

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



**EXHIBIT A**  
**SERVICE AGREEMENT**  
**CITY OF FAIR OAKS RANCH, TEXAS**

**SERVICE AGREEMENT FOR THE ANNEXATION**  
**OF A +/- 344.6 ACRE TRACT ON AMMANN ROAD**

Upon annexation of the area identified in the attached Exhibit “A” (the “Property”), the City of Fair Oaks Ranch will provide City services to the Property utilizing methods by which it extends services to any other equivalent area of the City and in accordance with the terms and provisions of this Agreement.

**SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION**

**1. Police Protection**

The City of Fair Oaks Ranch, Texas and its Police Department will provide police protection to the Property at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

**2. Fire Protection and Emergency Medical Services**

The City of Fair Oaks Ranch, Texas contracts with Bexar County Emergency Services District #4 for fire and emergency response services and will provide fire protection and emergency response services through that contract to the Property at the same or similar level of service being provided to other areas of the City, with like topography, land use and population density as those found within the Property.

The City of Fair Oaks Ranch, Texas contracts with Bexar County Emergency Services District #4 for EMS services and will provide EMS services through that contract to the Property at the same or similar level of service being provided to other areas of the City, with like topography, land use and population density as those found within the Property.

**3. Water and Wastewater Services**

All the Property is within the water service area of Fair Oaks Ranch Utilities owned by the City. Water services will be provided to the Property at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the Property. Connection to the existing water system will be provided at the request of the individual customer in accordance with Utility Policies and Connection Fee ordinance in effect at the time the water is requested. The cost of installation of water mains and appurtenances will be borne by the developer in accordance with the City of Fair Oaks Ranch Unified Development Code and other ordinances.

**EXHIBIT A****SERVICE AGREEMENT FOR THE ANNEXATION OF THE AMMANN RD PROPERTY**

The Property is not within the service area for the City of Fair Oaks Ranch wastewater system. If the area is added to the system in the future, wastewater services will be available to the Property at the same or similar level of service being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. If the area is added to the system in the future connection to future wastewater system will be provided at the request of the individual customer in accordance with Utility Policies and Connection Fee ordinance in effect at the time the wastewater service is requested. Currently, wastewater service to the area will be provided by on-site treatment facilities provided by each individual property owner.

**4. Solid Waste Collection & Recycling**

The City contracts for solid waste collection and recycling services through Frontier Waste Solutions. Solid waste collection and recycling services will be provided to the annexed areas through the City's existing facilities or through franchise agreements with private services at the same or similar level of service being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas.

**5. Maintenance of Roads and Streets**

The City will provide for maintenance of public streets and alleys that have been dedicated or will be dedicated and accepted by the City in the future. Public streets and alleys will be considered dedicated and accepted by the City upon the completion of both annexation and recordation of subdivision plat(s). Any private roads will remain under the ownership of the property owner or homeowners' association.

**6. Open Space**

The City will hold an easement interest in the open space which includes parks, trails, and recreational areas dedicated for community and public use while all operations and maintenance responsibilities of the dedicated open space shall be the responsibility of the appropriate HOA.

**7. Other Services**

The City of Fair Oaks Ranch, Texas finds and determines that other municipal services currently provided to other areas of the City will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the Property.

**LEVEL OF SERVICE**

Nothing in this agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the Property, if different characteristics of

**EXHIBIT A****SERVICE AGREEMENT FOR THE ANNEXATION OF THE AMMANN RD PROPERTY**

topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Agreed to on this the 19th day of June, 2025 by the following parties subject to acceptance by the City Council of the City of Fair Oaks Ranch.

City of Fair Oaks Ranch:

Property Owner:

---

Scott M. Huizenga, City Manager

---

Lloyd A. Denton, Bitterblue, Inc.

Attest:

---

Christina Picioccio, City Secretary

**FIELD NOTES FOR A 344.6 ACRE TRACT OF LAND**

A **344.6 acre** tract of land, out of the David Bradbury Survey No. 214, Abstract 33, Kendall County, Texas and the David Bradbury Survey No. 214, Abstract 989, Comal County, Texas and being all of a called 344.6 acre tract of land as described of record in Document No. 2023-378661 of the Official Records of Kendall County, Texas, and in Document No. 202306009264, corrected in 202306009477, of the Official Public Records of Comal County, Texas. Said **344.6 acre** tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found ½" iron rod in the apparent east right-of-way line of Ammann Road, no record found, at the southwest corner of a called 131.013 acre tract as described in Volume 113 Page 834 of the Deed Records of Kendall County, Texas, for the northwest corner of said 344.6 acre tract and the tract described herein;

**THENCE: S 88° 15' 20" E**, with the common line between said 131.013 acre tract and said 344.6 acre tract, a distance of **3926.35 feet** to a found 4" pipe fence post at the southeast corner of said 131.013 acre tract, in the west line of a called 140.452 acre tract of land as described in Volume 113 Page 836 of the Deed Records of Kendall County, Texas, in the west line of a called 114.9 acre tract of land as described in Volume 1195 Page 423 of the Official Records of Kendall County, Texas, for the northeast corner of said 344.6 acre tract and the tract described herein;

**THENCE: S 02° 11' 22" E**, with the common line between said 114.9 acre tract and the 344.6 acre tract, at 637.60 feet a found ½" iron rod for the southwest corner of said 114.9 acre tract, and continuing with the common line between said 140.452 acre tract and said 344.6 acre tract, a total distance of **3820.91 feet** to a found ½" iron rod in the apparent north right-of-way line of Ammann Road, no record found, at the southwest corner of said 140.452 acre tract, at the southeast corner of said 344.6 acre tract and for the southeast corner of the tract described herein;

**THENCE:** With the apparent north and east right-of-way lines of Ammann Road, and the south and west lines of said 344.6 acre tract, the following ten (10) courses:

1. **S 78° 03' 34" W**, a distance of **7.45 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
2. **N 88° 26' 20" W**, a distance of **522.50 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
3. **N 88° 06' 20" W**, a distance of **318.70 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
4. **N 87° 19' 20" W**, a distance of **923.90 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
5. **N 89° 33' 20" W**, a distance of **727.10 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
6. **S 89° 45' 40" W**, a distance of **830.80 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
7. **S 89° 42' 40" W**, a distance of **587.60 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
8. **N 44° 35' 20" W**, a distance of **20.60 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
9. **N 01° 59' 20" W**, a distance of **1933.70 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein, and
10. **N 02° 09' 20" W**, a distance of **1926.20 feet** to the **POINT OF BEGINNING** and containing **344.6 acres** of land situated in both Kendall & Comal County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Distances recited herein are grid distances.



Job # 18-4085 344.6 Acres

Date: February 1, 2024



# Services Agreement Post Oak Subdivision

June 19, 2025

Carole Vanzant, CPM  
Assistant City Manager

# Annexation Petition



December 12, 2024

Annexation petition from BRMK Boerne Ranch, LLC received.

- For approximately 344.6 acres of undeveloped land in the City's extraterritorial jurisdiction, along Ammann Road to the south and west.
- Draft services agreement for the provision of municipal services included.

# Annexation Petition



May 20, 2025

City Council approved Resolution 2025-27 accepting the annexation petition and authorizing the City Manager to negotiate a services agreement with the landowner.



# Services Agreement



Texas Local Government Code Chapter 43,  
Subchapter C-3 Section 43.0672

City Council must first enter into a written agreement with the owners of the land in the area for the provision of services in the annexed area.

# Services Agreement



Proposed Services Agreement includes:

- a statement of the city's intent to annex the area;
- a detailed description and map of the area; and
- a description of each service to be provided by the City on the effective date of the annexation:

# Services Agreement

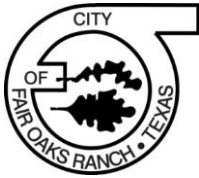


- Police protection
- Fire protection and Emergency Medical Services
- Water and Wastewater Services
- Solid Waste Collection and Recycling
- Maintenance of Roads and Streets
- Other publicly owned facility, building or service

# Services Agreement

## Next Steps

- June 19 – City Council holds a public hearing on the requested annexation.
- June 19 – City Council will consider and act on the first reading of an annexation ordinance.
- July 3 – City Council will consider and act on the second reading of an annexation ordinance.
- The Services Agreement will be an exhibit of the annexation ordinance.



## CITY COUNCIL CONSIDERATION ITEM

### CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving the first reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas providing for the extension of the Fair Oaks Ranch city limits by the annexation of a +/- 346 acre tract of land within Comal and Kendall County, Texas generally located south and west of Ammann Road and east of the Stone Creek Ranch subdivision; and providing for an effective date

DATE: June 19, 2025

DEPARTMENT: Administration

PRESENTED BY: Carole Vanzant, CPM, Assistant City Manager

#### **INTRODUCTION/BACKGROUND:**

Texas Local Government Code ("LGC") Chapter 43 Municipal Annexation, Subchapter C-3 Annexation of Area on Request of Owners authorizes the City of Fair Oaks Ranch, a Home-Rule city, the annexation of territory, subject to the laws of this state. Section 2.02 of the Fair Oaks Ranch City Charter authorizes the City Council to annex territory, to extend and enlarge the city boundaries.

On December 12, 2024, the City of Fair Oaks Ranch received a voluntary annexation petition from BRMK Boerne Ranch, LLC. The petition requests the annexation of approximately 344.6 acres of undeveloped land ("Property") located within the City's extraterritorial jurisdiction. The Property is situated along Ammann Road to the south and west. Staff reviewed the petition and deemed it complete. This voluntary annexation petition is for a residential development to be known as Post Oak Subdivision. A concept of the development can be found in the attached ordinance under **Exhibit A**.

On May 20, 2025, the City Council adopted a resolution accepting the annexation petition, authorizing the City Manager to negotiate a written services agreement with the landowner for the extension of municipal services to the Property, and setting a public hearing for June 19 for the public to be heard on the proposed annexation.

All notification requirements for the public hearing were performed in accordance with LGC Chapter 43, Subchapters C and Z and the City's Unified Development Code Section 3.6. The City posted the notice of the hearing on the City's website, published notice of the hearing in a newspaper in the of general circulation in the City, and mailed a notice of the hearing to each school district in the area, and to each public entity that is located in or provides services to the area proposed for annexation. The notices were:

- a. mailed and published at least on or after the 20th day but before the 10th day before the date of the hearing; and

- b. posted on the City's website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

Additionally, a posted sign of the public hearing was placed on the subject property not less than 15 days prior to the public hearing date.

On June 19, the City Council conducted a public hearing at which persons interested in the annexation were given an opportunity to be heard. Additionally, in accordance with LGC Section 43.0672 the City Council adopted a resolution approving a services agreement for the provisions of city services for the Property and authorized the City Manager to execute said with the landowner.

After the City Council's approval of the final reading of the annexation ordinance on July 3, next steps include:

- August 14 – The Planning and Zoning Commission will hold a public hearing on Future Land Use Map amendment and Zone Designation ordinances and make a recommendation to the City Council.
- August 21 – The City Council will hold a public hearing on Future Land Use Map amendment and Zone Designation ordinances and consider and act on the first reading of the ordinances.
- September 4 – The City Council will consider and act on the final reading of the ordinances.

#### **POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

1. Complies with Texas Local Government Code Chapter 43 Municipal Annexation, Subchapter C-3 Annexation of Area on Request by Owners, Section 43.0671-43.0673 and Subchapter Z Miscellaneous Provisions, Sections 43.905 and 43.9051.
2. Complies with the authority provided to City Council in Section 2.02 of the Fair Oaks Ranch City Charter in extending the City's boundary.
3. Complies with the City's Unified Development Code, Chapter 3 Applications and Permits
4. Supports Strategic Action Plan Pillar 2 Responsible Growth Management.

#### **LONGTERM FINANCIAL & BUDGETARY IMPACT:**

Property owners contribute to municipal services through property taxes and user fees.

#### **LEGAL ANALYSIS:**

Approved as to form by City Attorney.

#### **RECOMMENDATION/PROPOSED MOTION:**

I move to approve the first reading of an ordinance providing for the extension of Fair Oaks Ranch city limits by the annexation of approximately 346 acres of land within Comal and Kendall County, Texas generally located south and west of Ammann Road and east of the Stone Creek Ranch subdivision.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS PROVIDING FOR THE EXTENSION OF FAIR OAKS RANCH CITY LIMITS BY THE ANNEXATION OF A +/- 344.6 ACRE TRACT OF LAND WITHIN COMAL AND KENDALL COUNTY, TEXAS GENERALLY LOCATED SOUTH AND WEST OF AMMANN ROAD AND EAST OF THE STONE CREEK RANCH SUBDIVISION; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, Chapter 43; Subchapter C-3 of the Texas Local Government Code (“LGC”), authorizes the City of Fair Oaks Ranch, a Home-Rule city, the annexation of territory, subject to the laws of this state and Section 2.02 of the Fair Oaks Ranch City Charter authorizes the City Council to annex territory, and

**WHEREAS**, on December 12, 2024, the City received a petition for voluntary annexation by the property owner of a +/- 344.6-acre tract of land (“Property”) located in the City’s extra-territorial jurisdiction, and

**WHEREAS**, staff confirmed the Property lies within the extraterritorial jurisdiction of Fair Oaks Ranch and is adjacent and contiguous to the existing city limits of Fair Oaks Ranch, and

**WHEREAS**, on May 20, 2025, after finding the petition for annexation was complete, the City Council adopted a resolution accepting the petition and authorized the City Manager to negotiate a written services agreement with the land owners for the extension of municipal services to the Property, upon annexation, and

**WHEREAS**, all notification requirements were performed in accordance with LGC Chapter 43 Subchapters C and Z and the City’s Unified Development Code, and

**WHEREAS**, on June 19, 2025, the City Council conducted a public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation, and

**WHEREAS**, on June 19, 2025, in accordance with LGC Section 43.0672, the City Council adopted a resolution approving a services agreement and authorized the City Manager to execute said with the Property owner, and

**WHEREAS**, the City Council determines it is advantageous and beneficial to the City and its inhabitants to annex the +/- 344.6-acre tract lying outside of, but adjacent to and adjoining the City of Fair Oaks Ranch, Texas.

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

- Section 1.** The land and territory lying outside of, but adjacent to and adjoining the City of Fair Oaks Ranch, Texas, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference, hereinafter referred to as the Property, is hereby annexed into the City of Fair Oaks Ranch, Texas.
- Section 2.** That the official map and boundaries of Fair Oaks Ranch are hereby amended to include

the Property as part of the City of Fair Oaks Ranch, Texas.

- Section 3.** The Services Agreement adopted on June 19, 2025 by city resolution providing for municipal services to the Property upon annexation is attached as **Exhibit B**.
- Section 4.** That the inhabitants of the Property shall be entitled to all the rights and privileges of all the citizens of Fair Oaks Ranch, and they shall be bound by the acts, ordinances, resolutions, and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.
- Section 5.** The City Secretary is hereby directed to file with the county clerk's office of Comal and Kendall County, Texas and other appropriate officials and agencies, as required by state and federal law, a certified copy of this Ordinance
- Section 6.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 7.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- Section 8.** That it is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 9.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 10.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 11.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 12.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.



**Section 13.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

**PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 19<sup>th</sup> day of June 2025.**

**PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 3<sup>rd</sup> day of July 2025.**

\_\_\_\_\_  
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christina Picioccio, TRMC  
City Secretary

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

**FIELD NOTES FOR A 344.6 ACRE TRACT OF LAND**

A **344.6 acre** tract of land, out of the David Bradbury Survey No. 214, Abstract 33, Kendall County, Texas and the David Bradbury Survey No. 214, Abstract 989, Comal County, Texas and being all of a called 344.6 acre tract of land as described of record in Document No. 2023-378661 of the Official Records of Kendall County, Texas, and in Document No. 202306009264, corrected in 202306009477, of the Official Public Records of Comal County, Texas. Said **344.6 acre** tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found ½" iron rod in the apparent east right-of-way line of Ammann Road, no record found, at the southwest corner of a called 131.013 acre tract as described in Volume 113 Page 834 of the Deed Records of Kendall County, Texas, for the northwest corner of said 344.6 acre tract and the tract described herein;

**THENCE: S 88° 15' 20" E**, with the common line between said 131.013 acre tract and said 344.6 acre tract, a distance of **3926.35 feet** to a found 4" pipe fence post at the southeast corner of said 131.013 acre tract, in the west line of a called 140.452 acre tract of land as described in Volume 113 Page 836 of the Deed Records of Kendall County, Texas, in the west line of a called 114.9 acre tract of land as described in Volume 1195 Page 423 of the Official Records of Kendall County, Texas, for the northeast corner of said 344.6 acre tract and the tract described herein;

**THENCE: S 02° 11' 22" E**, with the common line between said 114.9 acre tract and the 344.6 acre tract, at 637.60 feet a found ½" iron rod for the southwest corner of said 114.9 acre tract, and continuing with the common line between said 140.452 acre tract and said 344.6 acre tract, a total distance of **3820.91 feet** to a found ½" iron rod in the apparent north right-of-way line of Ammann Road, no record found, at the southwest corner of said 140.452 acre tract, at the southeast corner of said 344.6 acre tract and for the southeast corner of the tract described herein;

**THENCE:** With the apparent north and east right-of-way lines of Ammann Road, and the south and west lines of said 344.6 acre tract, the following ten (10) courses:

1. **S 78° 03' 34" W**, a distance of **7.45 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
2. **N 88° 26' 20" W**, a distance of **522.50 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
3. **N 88° 06' 20" W**, a distance of **318.70 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
4. **N 87° 19' 20" W**, a distance of **923.90 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
5. **N 89° 33' 20" W**, a distance of **727.10 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
6. **S 89° 45' 40" W**, a distance of **830.80 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
7. **S 89° 42' 40" W**, a distance of **587.60 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
8. **N 44° 35' 20" W**, a distance of **20.60 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
9. **N 01° 59' 20" W**, a distance of **1933.70 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein, and
10. **N 02° 09' 20" W**, a distance of **1926.20 feet** to the **POINT OF BEGINNING** and containing **344.6 acres** of land situated in both Kendall & Comal County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Distances recited herein are grid distances.



Job # 18-4085 344.6 Acres

Date: February 1, 2024





**A RESOLUTION****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS APPROVING A SERVICES AGREEMENT FOR THE PROVISIONS OF CITY SERVICES FOR A TRACT OF PROPERTY ON AMMANN ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE OF THE AGREEMENT**

**WHEREAS**, on December 12, 2024, the City of Fair Oaks Ranch received a petition from BRMK Boerne Ranch, LLC for the annexation of +/-344.6 acres of undeveloped land in the City's extraterritorial jurisdiction (ETJ), situated along Ammann Road to the south and west , and

**WHEREAS**, on May 20, 2025 the City Council approved Resolution 2025-27 accepting the annexation petition and authorizing the City Manager to negotiate a municipal services agreement with the petitioner , and

**WHEREAS**, Texas Local Government Code ("LGC") Section Chapter 43, Subchapter C-3 Section 43.0672 requires the City Council, prior to adopting an annexation ordinance, to enter into a written agreement with the owners of the land for the provision of municipal services, and

**WHEREAS**, the City Council, after holding the required public hearing on the proposed annexation, anticipates annexing the property on July 3, 2025, and

**WHEREAS**, the City Council finds it to be in the best interest of the citizens of Fair Oaks Ranch to approve a Services Agreement and authorize the City Manager to execute the Agreement prior to annexation in accordance with LGC Section 43.0672.

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

- Section 1.** That the City Council approves the Services Agreement attached as **(Exhibit A)**, declares the Agreement shall be effective upon annexation of the +/- 344.6 acre tract of property located on Ammann Road, and authorizes the City Manager to execute the Agreement prior to annexation.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

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

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

**PASSED, APPROVED, and ADOPTED on this 19<sup>th</sup> day of June 2025.**

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Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

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Christina Picioccio, TRMC  
City Secretary

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

**Exhibit B****SERVICE AGREEMENT  
CITY OF FAIR OAKS RANCH, TEXAS****SERVICE AGREEMENT FOR THE ANNEXATION  
OF A +/- 344.6 ACRE TRACT ON AMMANN ROAD**

Upon annexation of the area identified in the attached Exhibit A (the "Property"), the City of Fair Oaks Ranch will provide City services to the Property utilizing methods by which it extends services to any other equivalent area of the City and in accordance with the terms and provisions of this Agreement.

**SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION****1. Police Protection**

The City of Fair Oaks Ranch, Texas and its Police Department will provide police protection to the Property at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

**2. Fire Protection and Emergency Medical Services**

The City of Fair Oaks Ranch, Texas contracts with Bexar County Emergency Services District #4 for fire and emergency response services and will provide fire protection and emergency response services through that contract to the Property at the same or similar level of service being provided to other areas of the City, with like topography, land use and population density as those found within the Property.

The City of Fair Oaks Ranch, Texas contracts with Bexar County Emergency Services District #4 for EMS services and will provide EMS services through that contract to the Property at the same or similar level of service being provided to other areas of the City, with like topography, land use and population density as those found within the Property.

**3. Water and Wastewater Services**

All the Property is within the water service area of Fair Oaks Ranch Utilities owned by the City. Water services will be provided to the Property at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the Property. Connection to the existing water system will be provided at the request of the individual customer in accordance with Utility Policies and Connection Fee ordinance in effect at the time the water is requested. The cost of installation of water mains and appurtenances will be borne by the developer in accordance with the City of Fair Oaks Ranch Unified Development Code and other ordinances.

**SERVICE AGREEMENT FOR THE ANNEXATION OF THE AMMANN RD PROPERTY****Exhibit B**

The Property is not within the service area for the City of Fair Oaks Ranch wastewater system. If the area is added to the system in the future, wastewater services will be available to the Property at the same or similar level of service being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. If the area is added to the system in the future connection to future wastewater system will be provided at the request of the individual customer in accordance with Utility Policies and Connection Fee ordinance in effect at the time the wastewater service is requested. Currently, wastewater service to the area will be provided by on-site treatment facilities provided by each individual property owner.

**4. Solid Waste Collection & Recycling**

The City contracts for solid waste collection and recycling services through Frontier Waste Solutions. Solid waste collection and recycling services will be provided to the annexed areas through the City's existing facilities or through franchise agreements with private services at the same or similar level of service being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas.

**5. Maintenance of Roads and Streets**

The City will provide for maintenance of public streets and alleys that have been dedicated or will be dedicated and accepted by the City in the future. Public streets and alleys will be considered dedicated and accepted by the City upon the completion of both annexation and recordation of subdivision plat(s). Any private roads will remain under the ownership of the property owner or homeowners' association.

**6. Open Space**

The City will hold an easement interest in the open space which includes parks, trails, and recreational areas dedicated for community and public use while all operations and maintenance responsibilities of the dedicated open space shall be the responsibility of the appropriate HOA.

**7. Other Services**

The City of Fair Oaks Ranch, Texas finds and determines that other municipal services currently provided to other areas of the City will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the Property.

**LEVEL OF SERVICE**

Nothing in this agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the Property, if different characteristics of



**SERVICE AGREEMENT FOR THE ANNEXATION OF THE AMMANN RD PROPERTY****Exhibit B**

topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Agreed to on this the 19th day of June, 2025 by the following parties subject to acceptance by the City Council of the City of Fair Oaks Ranch.

City of Fair Oaks Ranch:

Property Owner:

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Scott M. Huizenga, City Manager

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Lloyd A. Denton, Bitterblue, Inc.

Attest:

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Christina Picioccio, City Secretary

### FIELD NOTES FOR A 344.6 ACRE TRACT OF LAND

A **344.6 acre** tract of land, out of the David Bradbury Survey No. 214, Abstract 33, Kendall County, Texas and the David Bradbury Survey No. 214, Abstract 989, Comal County, Texas and being all of a called 344.6 acre tract of land as described of record in Document No. 2023-378661 of the Official Records of Kendall County, Texas, and in Document No. 202306009264, corrected in 202306009477, of the Official Public Records of Comal County, Texas. Said **344.6 acre** tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found ½" iron rod in the apparent east right-of-way line of Ammann Road, no record found, at the southwest corner of a called 131.013 acre tract as described in Volume 113 Page 834 of the Deed Records of Kendall County, Texas, for the northwest corner of said 344.6 acre tract and the tract described herein;

**THENCE:** S 88° 15' 20" E, with the common line between said 131.013 acre tract and said 344.6 acre tract, a distance of **3926.35 feet** to a found 4" pipe fence post at the southeast corner of said 131.013 acre tract, in the west line of a called 140.452 acre tract of land as described in Volume 113 Page 836 of the Deed Records of Kendall County, Texas, in the west line of a called 114.9 acre tract of land as described in Volume 1195 Page 423 of the Official Records of Kendall County, Texas, for the northeast corner of said 344.6 acre tract and the tract described herein;

**THENCE:** S 02° 11' 22" E, with the common line between said 114.9 acre tract and the 344.6 acre tract, at 637.60 feet a found ½" iron rod for the southwest corner of said 114.9 acre tract, and continuing with the common line between said 140.452 acre tract and said 344.6 acre tract, a total distance of **3820.91 feet** to a found ½" iron rod in the apparent north right-of-way line of Ammann Road, no record found, at the southwest corner of said 140.452 acre tract, at the southeast corner of said 344.6 acre tract and for the southeast corner of the tract described herein;

**THENCE:** With the apparent north and east right-of-way lines of Ammann Road, and the south and west lines of said 344.6 acre tract, the following ten (10) courses:

1. S 78° 03' 34" W, a distance of **7.45 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
2. N 88° 26' 20" W, a distance of **522.50 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
3. N 88° 06' 20" W, a distance of **318.70 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
4. N 87° 19' 20" W, a distance of **923.90 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
5. N 89° 33' 20" W, a distance of **727.10 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
6. S 89° 45' 40" W, a distance of **830.80 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
7. S 89° 42' 40" W, a distance of **587.60 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
8. N 44° 35' 20" W, a distance of **20.60 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
9. N 01° 59' 20" W, a distance of **1933.70 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein, and
10. N 02° 09' 20" W, a distance of **1926.20 feet** to the **POINT OF BEGINNING** and containing **344.6 acres** of land situated in both Kendall & Comal County, Texas.

## Exhibit B

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Distances recited herein are grid distances.



Job # 18-4085 344.6 Acres

Date: February 1, 2024



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution of the City Council of the City of Fair Oaks Ranch, Texas authorizing and approving the submission of a grant application for the State and Local Cybersecurity Grant Program and authorizing the City Manager to execute all documents in connection therewith

DATE: June 19, 2025

DEPARTMENT: Information Technology

PRESENTED BY: Brian LeJeune, IT Manager

**INTRODUCTION/BACKGROUND:**

On December 16, 2024, the Office of the Governor (OOG) began accepting applications for the State and Local Cybersecurity Grant Program (SLCGP). The City submitted its application by the February 13, 2025, deadline. If awarded, the grant will fund 80% of the total project cost (\$79,547), with the City responsible for a 20% match (\$19,887), contingent on Council approval and inclusion in the proposed FY 2025-26 Budget. The total project cost is \$99,434.

According to the SLCGP web site, the FY23 total was \$20,901,732 available to be spent on cybersecurity projects. A minimum of 80% of allocations must be passed through to local governments. In addition, at least 25% of the total funds made available under the grant must be passed through to rural communities.

Eligibility requirements of the SLCGP include:

- Completion of the Nationwide Cybersecurity Review (NCSR); completed on February 28, 2025.
- Participation in the Cybersecurity & Infrastructure Security Agency (CISA) free services, such as the Web Application Scanning and Vulnerability Scanning (external only); subscribed March 1, 2024.
- Confirmation of fulfilling cybersecurity training and state submission according to HB-3834; submitted to State on August 29, 2024.
- Joining the Texas Information Sharing and Analysis Organization (TX-ISA0); member since April 2021.

Certain conditions of funding were established by the Office of the Governor which requires the governing body of the requesting agency to pass a resolution that must contain the following:

- Authorization by the governing body for the submission of the application to the OOG that clearly identifies the name of the project for which funding is requested.
- A commitment to provide all applicable matching funds.
- A designation of the name and/or title of an authorized official who is given the authority

- to apply for, accept, reject, alter, or terminate a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to the OOG.

If selected by the OOG, the City of Fair Oaks Ranch would delay planned network upgrades until the beginning of FY 2025-26 as SLCGP funds may not be utilized until November 1, 2025.

**POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

This grant award will supplement the department’s current budget by allowing the purchase of needed network infrastructure and not cause additional expenditures from the general fund. This equipment will allow City IT to replace end of life devices and increase bandwidth in our City Hall server room for future growth.

The City will purchase the networking equipment using the Texas Department of Information Resources (DIR) Purchasing Cooperative. Utilizing DIR fulfills our competitive requirements.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The long-term budgetary impact will be an increase in our network vendor support costs as we complete the last phase of our network upgrades, which have been included in the proposed FY 2025-26 budget.

**LEGAL ANALYSIS:**

Resolution approved by legal.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve a resolution authorizing the submission of a grant application for the State and Local Cybersecurity Grant Program and authorizing the City Manager to execute all documents in connection therewith.

**A RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS  
AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR AND ACCEPTANCE  
OF THE PAYMENT FOR OFFICE OF THE GOVERNOR FUNDS RELATED TO THE STATE  
AND LOCAL CYBERSECURITY GRANT PROGRAM AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE DOCUMENTS AND TAKE ACTIONS TO FACILITATE SUCH  
ACCEPTANCE**

**WHEREAS**, the City Council finds it in the best interest of the citizens of Fair Oaks Ranch that the City, if awarded, participates in the Governor’s Office State and Local Cybersecurity Grant Program be operated for the FY 2025-26, and

**WHEREAS**, the City Council agrees to provide applicable matching funds for the said project as required by the State and Local Cybersecurity Grant Program grant application, and

**WHEREAS**, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full, and

**WHEREAS**, the City Council designates the City Manager as the City’s designated official and is authorized to apply for, accept, reject, alter, or terminate the grant on behalf of the City, and

**WHEREAS**, the City Council finds and determines that submission of the grant application for the State and Local Cybersecurity Grant Program, Grant Number 5512601, to the Office of the Governor is in the best interest of the health, safety, and welfare of the City.

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

- Section 1.** The City Council hereby authorizes the submission of a grant application to the Office of the Governor, affirms compliance with all grant requirements, and designates the City Manager as the City’s designated official related to said grant.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

**PASSED, APPROVED, and ADOPTED on this 19<sup>th</sup> day of June 2025.**

\_\_\_\_\_  
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christina Picioccio, TRMC  
City Secretary

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



## CITY COUNCIL CONSIDERATION ITEM

### CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution establishing a fire and Emergency Medical Services (EMS) committee to review and evaluate matters related to public safety services; and providing an effective date

DATE: June 19, 2025

DEPARTMENT: Administration

PRESENTED BY: Gregory C. Maxton, Mayor  
Scott M. Huizenga, ICMA-CM, City Manager

#### **INTRODUCTION/BACKGROUND:**

The City of Fair Oaks Ranch recognizes the critical importance of maintaining responsive, high-quality fire protection and emergency medical services (EMS) for its residents and businesses. As the city continues to grow and service demands evolve, there is a need for focused oversight and strategic planning in this area.

The City executed an agreement in October 2021 for Fire Protection, First Responder emergency Medical Services, and Other Emergency Responses with Bexar County Emergency Services District No. 4 (ESD4). The City also entered into an agreement with ESD4 for Ambulance and Emergency Medical Services in April 2025 after Acadian Ambulance Services terminated its agreement with the City. The agreements for both Fire and Ambulance services expire September 30, 2025.

The establishment of a Fire and EMS committee will provide a dedicated forum for evaluating operational needs, service delivery models, and interlocal partnerships to ensure sustainable and effective public safety services. The City Council is authorized to establish committees under its rules of procedure. This action is advisory in nature and does not delegate legislative authority. All recommendations of the Fire and EMS committee will be brought back to the full Council for approval.

#### **POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

The formation of this committee will allow Council Members and City staff to collaborate in-depth on issues related to fire and EMS. The committee will identify challenges, evaluate best practices, and recommend strategies that prioritize citizen safety, improve response times, and support emergency personnel. This initiative promotes transparency, community engagement, and evidence-based policy development that directly benefits residents.

#### **LONGTERM FINANCIAL & BUDGETARY IMPACT:**

The creation of the committee does not have a direct financial impact. However, its work may lead to recommendations with future fiscal implications, such as potential capital investments, staffing considerations, or regional cooperation opportunities. Any proposed changes requiring funding will be brought to the Council for consideration as part of the budget process.



**LEGAL ANALYSIS**

Approved per legal.

**RECOMMENDATION/PROPOSED MOTION:**

I move to approve a resolution establishing a Fire and EMS committee to review, assess, and provide recommendations to the City Council regarding fire and emergency medical services.

## A RESOLUTION

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS ESTABLISHING A FIRE AND EMERGENCY MEDICAL SERVICES (EMS) COMMITTEE TO REVIEW AND EVALUATE MATTERS RELATED TO PUBLIC SAFETY SERVICES; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS,** The City of Fair Oaks Ranch recognizes the critical importance of maintaining responsive, high-quality fire protection and emergency medical services (EMS) for its residents and businesses, and

**WHEREAS,** Bexar County Emergency Services District No. 4 ("ESD4") currently provides fire, first response, and EMS services to Fair Oaks Ranch under existing agreements, and

**WHEREAS,** the City Council desires to ensure that fire and EMS services continue to meet the current and future needs of the community in a sustainable and fiscally responsible manner, and

**WHEREAS,** the City continues to grow and evolve, creating a need to regularly assess and adapt emergency service delivery models, and

**WHEREAS,** the creation of a committee will provide a focused and transparent platform for evaluating operational needs, service delivery alternatives, and potential interlocal or regional partnerships, and

**WHEREAS,** the committee will assist in identifying best practices, analyzing available data, and providing recommendations to the full City Council.

**WHEREAS,** the committee will serve as an advisory committee with no rulemaking power or quasi-judicial power.

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

**Section 1.** The City Council of the City of Fair Oaks Ranch hereby establishes a Fire and Emergency Medical Services committee and appoints the following City Council Members to the committee:

1. Gregory C. Maxton
2. Scott Parker
3. Jonathan Swarek
4. Ruben Olvera (Alternate)

**Section 2.** The committee shall serve as an advisory body to review and evaluate matters related to fire protection and emergency medical services within the City.

**Section 3.** The committee is authorized to conduct studies, gather information, and make recommendation to the City Council but shall have no legislative, rulemaking or quasi-judicial authority.

- Section 4.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 5.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 6.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 7.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 8.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED, APPROVED, and ADOPTED on this 19<sup>th</sup> day of June 2025.**

---

Gregory C. Maxton, Mayor

ATTEST:

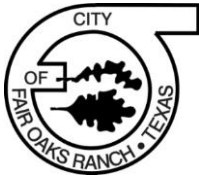
APPROVED AS TO FORM:

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Christina Picioccio, TRMC  
City Secretary

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



## CITY COUNCIL CONSIDERATION ITEM

### CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution directing the City Manager to terminate a Chapter 377 Project Funding Agreement Economic Development Agreement between the City of Fair Oaks Ranch, Texas and the Fair Oaks Ranch Municipal Development District

DATE: June 19, 2025

DEPARTMENT: Administration

PRESENTED BY: Scott M. Huizenga, ICMA-CM, City Manager

#### **INTRODUCTION/BACKGROUND:**

The City of Fair Oaks Ranch and the Fair Oaks Ranch Municipal Development District (MDD) entered into a Project Funding Agreement for a civic center on September 25, 2020. The Agreement was amended on July 20, 2023, to extend the expiration date and increase the grant amount to \$1.2 million.

On June 5, 2025, City Council considered a resolution to further amend the Agreement and increase funding to \$2,463,722.81; however, the item was indefinitely postponed. Given this action, it is in the best interest of both parties to terminate the Agreement.

#### **POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

The current agreement provides \$1.2 million in funding for construction of a civic center. With total project costs exceeding \$2.4 million and no further funding being pursued from the MDD, it is unlikely the project will proceed under the existing terms. Terminating the agreement will allow the MDD to release the committed funds and reallocate them to other potential projects.

#### **LONGTERM FINANCIAL & BUDGETARY IMPACT:**

Terminating the agreement has no budgetary impact if the civic center is not constructed. However, if the City proceeds with construction after termination, the City will forgo the \$1.2 million in MDD funding.

#### **LEGAL ANALYSIS:**

Resolution approved as to form.

#### **RECOMMENDATION/PROPOSED MOTION:**

I move that the City Council approve a resolution directing the City Manager to terminate a Chapter 377 Project Funding Agreement Economic Development Agreement with the Municipal Development District for the construction of a civic center.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS  
DIRECTING THE CITY MANAGER TO TERMINATE A CHAPTER 377 PROJECT FUNDING  
AGREEMENT ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FAIR  
OAKS RANCH, TEXAS AND THE FAIR OAKS RANCH MUNICIPAL DEVELOPMENT  
DISTRICT

**WHEREAS**, the City of Fair Oaks Ranch (“City”) and the Fair Oaks Ranch Municipal Development District (“MDD”) entered into a Project Funding Agreement (“Agreement”) for a civic center on September 25, 2020, and

**WHEREAS**, on July 20, 2023, the City and MDD executed an amendment to the Agreement extending the expiration date and increasing the maximum grant amount, and

**WHEREAS**, on June 5, 2025, the City Council considered a resolution to further amend the Agreement and passed a motion to postpone the item indefinitely, and

**WHEREAS**, the City Council finds it to be in the public interest of the residents of Fair Oaks Ranch to terminate the Agreement.

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

- Section 1.** The City Council directs the City Manager to terminate the Chapter 377 Project Funding Agreement Economic Development Agreement between the City of Fair Oaks Ranch and the Fair Oaks Ranch Municipal Development District for a civic center.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.

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

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

**PASSED, APPROVED, and ADOPTED on this 19<sup>th</sup> day of June 2025.**

---

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

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Christina Picioccio, TRMC  
City Secretary

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



**CITY COUNCIL WORKSHOP**  
**CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: FY 2025-26 General Fund Department Budget Workshop: Finance, City Secretary, Administration, Communications, Human Resources, Information Technology, and Non-departmental/shared

DATE: June 19, 2025

DEPARTMENT: Finance, City Secretary, Administration, Communications, Human Resources, Information Technology, and Non-departmental/shared

PRESENTED BY: Summer Fleming, CGFO, Director of Finance  
Christina Picioccio, TRMC, City Secretary  
Jim Williams, MBA, ICMA-CM, Assistant City Manager  
Joanna Merrill, PSHRA-SCP, Director of Human Resources & Communications  
Brian LeJeune, Information Technology Manager

**INTRODUCTION/BACKGROUND:**

Tonight marks the second workshop focused on the proposed FY 2025-26 departmental budgets. At the previous meeting, staff presented the budgets for Public Safety and Public Works. This evening, presentations will be provided on the proposed budgets for Finance, Human Resources, Communications, Administration, the City Secretary’s Office, and Information Technology. These workshops are designed to produce actionable outcomes, including revised budget proposals or adjustments to service priorities, based on Council’s feedback and direction.

The only remaining General Fund department yet to be presented is Municipal Court, which will be included at the next Council meeting alongside the Utility Fund budget.

**POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:**

Budget workshops encourage open discussion and collaboration between residents and officials, fostering a sense of ownership and trust in the budget process.

**LONGTERM FINANCIAL & BUDGETARY IMPACT:**

**General Fund Budget Overview:**

The proposed FY 2025-26 General Fund budget projects total revenues of \$10.97 million, reflecting a 4.8% increase in property tax revenue and a 2.2% increase in sales tax revenue. Operating expenditures are proposed at \$10.25 million, an increase of 3.7% over the prior year. However, total expenditures—including capital and transfers—are decreasing slightly by 0.05%, or \$4,906.

The resulting budget surplus of \$259,748 is primarily allocated to support the City’s operating reserve target of 50% of annual operating expenditures. With this budget, the unassigned fund balance is projected at \$2.57 million.

### **Finance Department Summary:**

The proposed Finance Department budget totals \$770,460, with approximately 44% of that amount funded by the Utility Fund. Personnel costs comprise 79.6% of the department's budget, while services account for the remaining 20%. The overall department budget is increasing by 5.6%, primarily due to higher fees from appraisal districts and the inclusion of costs related to investment advisory and debt disclosure services.

### **Non-Departmental / Shared Services Summary:**

The proposed budget for shared costs is \$765,537, with 13% funded by the Utility Fund. Transfers to the Strategic Projects Fund and Equipment Replacement Fund make up 47% of the total, while shared services such as facility contracts, electricity and liability insurance represent 41%. The overall budget reflects a 28% decrease from the prior year, primarily due to reduced transfers to the Strategic Projects Fund. Notable budget items include \$29,098 for new carpet in the Public Safety Training Room and \$52,000 for City events, previously budgeted within the Human Resources Department.

### **City Secretary Department Summary:**

The proposed budget for the City Secretary's Office is \$327,652, reflecting a 9.6% increase. The department is primarily funded by the General Fund, with only 1% supported by the Utility Fund. The increase is largely due to professional services, including \$12,450 for recodification and Unified Development Code (UDC) updates.

### **Administration Department Summary:**

The Administration Department's proposed budget is \$940,814, with 21% funded by the Utility Fund. Personnel costs account for 85% of the total, and services comprise nearly 15%. The budget reflects a 3.95% increase over the prior year, with no major changes proposed.

### **Communications Department Summary:**

FY 2025-26 marks the first year Communications is budgeted as a standalone department, having previously been combined with Human Resources. The proposed budget totals \$152,799, a 10.4% increase, with 48% funded by the Utility Fund. The largest increase is in professional services, including \$10,000 for new software to enhance communications, public outreach, and data analysis.

### **Human Resources Department Summary:**

The proposed Human Resources budget is \$332,655, with 48% funded by the Utility Fund. This represents a 6% increase over the prior year. Included in the increase is \$6,000 in professional services for the addition of retirement investment advisory services.

### **Information Technology Department Summary:**

The proposed Information Technology budget is \$801,168, with 42% funded by the Utility Fund. The budget reflects a 2% increase, though additional requests are pending review pending completion of the IT Master Plan. Notable items currently included are \$14,500 for Public Safety phone services and \$27,000 for annual workstation replacements.



# Governmental Funds

	General Fund	SAP	Equip Repl	Debt Service	Bond Capital Fund	TOTAL GOVERNMENTAL
<b>Beginning Fund Balance Projected</b>	<b>7,677,610</b>	<b>810,470</b>	<b>1,536,604</b>	<b>29,752</b>	<b>2,375,029</b>	<b>12,429,465</b>
<u>Revenues:</u>						
Taxes	8,834,710			1,205,750		10,040,460
Franchise Fees	766,780					766,780
Interest	450,000			7,500	17,000	474,500
Permits	144,200					144,200
Animal Control	1,495					1,495
Fines & Forfeitures	190,475					190,475
Fees & Services	372,893					372,893
Miscellaneous Income	211,500					211,500
Bond Proceeds					-	-
Utility Revenues						-
Transfers from other Funds	133,135	-	359,500			492,635
<b>Total Revenues</b>	<b>11,105,188</b>	<b>-</b>	<b>359,500</b>	<b>1,213,250</b>	<b>17,000</b>	<b>12,694,938</b>
<u>Expenditures:</u>						
Personnel	6,248,747					6,248,747
Supplies, Maintenance & Operations	1,362,591				-	1,362,591
Professional Services	2,351,114	100,000				2,451,114
Shared Services	289,386					289,386
Capital Outlay	234,103	36,000			2,309,113	2,579,216
Debt Service	-			1,213,250		1,213,250
Transfers & Non-Cash Adjustments	359,500		133,135			492,635
<b>Total Expenditures</b>	<b>10,845,440</b>	<b>136,000</b>	<b>133,135</b>	<b>1,213,250</b>	<b>2,309,113</b>	<b>14,636,938</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>259,748</b>	<b>(136,000)</b>	<b>226,365</b>	<b>-</b>	<b>(2,292,113)</b>	<b>(1,942,000)</b>
<b>Ending Fund Balance</b>	<b>7,937,358</b>	<b>674,470</b>	<b>1,762,969</b>	<b>29,752</b>	<b>82,916</b>	<b>10,487,464</b>

GENERAL FUND PROJECTED FUND BALANCE					
Estimation of where Fund balances would be at 9/30/2026					
	FINAL 9/30/2024	2024-25 Projected closeout	9/30/2025 Projected Balance	2025-26 Budget Closeout	9/30/2026 Projected Balance
<b>Non-spendable</b>	85,344	-	85,344	-	85,344
<b>Restricted</b>					-
Court Technology	21,707	(6,823)	14,884	(1,125)	13,759
Court Security Building	17,531	500	18,031	(1,750)	16,281
Court Efficiency	1,681	400	2,081	450	2,531
Local Youth Diversion Fund	21,534	4,700	26,234	5,250	31,484
Court Jury Fund	281	120	401	150	551
Felony Forfeiture	43,275	-	43,275	(21,600)	21,675
Leose Training	20,239	1,189	21,428	(8,100)	13,328
PEG Fees	4,319	-	4,319	-	4,319
Total Restricted	130,566	86	130,652	(26,725)	103,927
<b>Committed</b>	-	-	-		
<b>Assigned</b>					
Tree Mitigation	149,600	(49,600)	100,000	(42,850)	57,150
Legal Reserve	-	-	-	-	-
Operating Reserve	4,738,119	110,000	4,848,120	275,024	5,123,144
	4,887,719	60,400	4,948,120	232,174	5,180,294
<b>Unassigned</b>					
Allocated	381,238	(381,238)	-	-	-
Unallocated	2,183,923	329,572	2,513,495	54,299	2,567,794
	2,565,161	(51,666)	2,513,495	54,299	2,567,794
<b>General Fund Balance</b>	<b>7,668,789</b>	<b>8,820</b>	<b>7,677,610</b>	<b>259,748</b>	<b>7,937,358</b>

STRATEGIC PROJECTS FUND					
	FINAL	2024-25	9/30/2025	2025-26	9/30/2026
	<u>9/30/2024</u>	Projected	Projected	Budget	Projected
		<u>closeout</u>	<u>Balance</u>	<u>Closeout</u>	<u>Balance</u>
Assigned	2,297,490	(1,487,020)	810,470	(136,000)	674,470

EQUIPMENT REPLACEMENT FUND					
	FINAL	2024-25	9/30/2025	2025-26	9/30/2026
	<u>9/30/2024</u>	Projected	Projected	Budget	Projected
		<u>closeout</u>	<u>Balance</u>	<u>Closeout</u>	<u>Balance</u>
Assigned	1,220,166	316,438	1,536,604	226,365	1,762,969

DEBT SERVICE FUND					
	FINAL	2024-25	9/30/2025	2025-26	9/30/2026
	<u>9/30/2024</u>	Projected	Projected	Budget	Projected
		<u>closeout</u>	<u>Balance</u>	<u>Closeout</u>	<u>Balance</u>
Restricted	104,949	(75,197)	29,752	-	29,752

BOND CAPITAL FUND					
	FINAL	2024-25	9/30/2025	2025-26	9/30/2026
	<u>9/30/2024</u>	Projected	Projected	Budget	Projected
		<u>closeout</u>	<u>Balance</u>	<u>Closeout</u>	<u>Balance</u>
Restricted	3,596,650	(1,221,621)	2,375,029	(2,292,113)	82,916

Revenue Type	2022-23 Actual	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Proposed	Budget vs Budget	Budget vs Budget %	Budget vs PY Projected
General Fund Revenue Detail								
Taxes								
General Property	6,410,186	6,744,102	6,557,107	6,637,782	6,869,438	312,331	4.8%	231,656
Delinquent Property	26,865	47,128	30,000	40,000	30,000	-	0.0%	(10,000)
Penalty & Interest	22,965	22,732	25,000	25,000	25,000	-	0.0%	-
Mixed Beverage	27,984	28,961	25,000	25,000	25,000	-	0.0%	-
Local Sales	1,104,090	1,192,216	1,230,148	1,209,237	1,256,848	26,700	2.2%	47,611
Street Maintenance	276,023	298,054	307,537	302,309	314,212	6,675	2.2%	11,903
Property Reduction	276,023	298,054	307,537	302,309	314,212	6,675	2.2%	11,903
Total Taxes	8,144,135	8,631,247	8,482,329	8,541,638	8,834,710	352,381	4.2%	293,072
Franchise Fees								
Time Warner Cable	64,073	59,395	60,900	60,900	60,900	-	0.0%	-
GVTC Cable/Telephone	64,222	60,270	65,000	60,000	60,000	(5,000)	-7.7%	-
AT&T Cable/Telephone	1,976	1,677	2,500	1,250	1,540	(960)	-38.4%	290
Miscellaneous	582	315	700	400	340	(360)	-51.4%	(60)
City Public Service	456,923	448,951	470,000	450,000	470,000	-	0.0%	20,000
Pedernales Electric Company	101,352	109,431	105,000	105,000	115,000	10,000	9.5%	10,000
Grey Forest Utilities	24,807	26,496	23,500	24,000	25,000	1,500	6.4%	1,000
Garbage Regular	34,465	36,696	34,000	44,000	34,000	-	0.0%	(10,000)
Garbage Recycling	-	-	750	-	-	(750)	-100.0%	-
Total Franchise Fees	748,401	743,231	762,350	745,550	766,780	4,430	0.6%	21,230
Interest								
Bank/Investment Interest	577,165	683,555	450,000	525,000	450,000	-	0.0%	(75,000)
Total Interest	577,165	683,555	450,000	525,000	450,000	-	0.0%	(75,000)

Revenue Type	2022-23 Actual	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Proposed	Budget vs Budget	Budget vs Budget %	Budget vs PY Projected
Permits								
New Residential Permits	146,456	145,757	80,000	80,000	60,000	(20,000)	-25.0%	(20,000)
New Commerical Permits	2,592	-	5,000	5,000	1,000	(4,000)	-80.0%	(4,000)
Remodeling/Additions	22,312	30,950	20,000	40,000	30,000	10,000	50.0%	(10,000)
Other BC and Permits	58,109	41,436	50,000	35,000	40,000	(10,000)	-20.0%	5,000
Contractor Registration	8,330	9,450	9,000	9,000	9,000	-	0.0%	-
Food/Health	3,875	4,545	4,200	4,200	4,200	-	0.0%	-
Total Permits Costs	241,674	232,138	168,200	173,200	144,200	(24,000)	-14.3%	(29,000)
Animal Control								
Pet Licenses	985	1,050	1,000	1,250	1,000	-	0.0%	(250)
Pet Impound/Quarantine	430	1,334	495	495	495	-	0.0%	-
Total Animal Control	1,415	2,384	1,495	1,745	1,495	-	0.0%	(250)
Fines & Forfeitures								
Municipal Court Fines	191,267	174,829	190,000	160,000	175,000	(15,000)	-7.9%	15,000
Municipal Court Security	5,737	5,665	6,000	5,000	5,250	(750)	-12.5%	250
Municipal Court Technology	4,714	4,648	5,000	4,000	4,375	(625)	-12.5%	375
Municipal Court Efficiency	408	603	450	400	450	-	0.0%	50
Local Youth Diversion Fund	5,793	5,725	5,700	4,700	5,250	(450)	-7.9%	550
Municipal Court Jury Fund	116	114	150	120	150	-	0.0%	30
Total Fines & Forfeitures	208,035	191,584	207,300	174,220	190,475	(16,825)	-8.1%	16,255
Fees & Services								
FORU Management	257,499	289,039	292,365	311,149	297,743	5,378	1.8%	(13,406)
Special Fees	11,888	30,749	25,000	35,000	35,000	10,000	40.0%	-
FORMDD Management	30,150	30,150	30,150	30,150	30,150	-	0.0%	-
Tree Mitigation Fees	-	159,600	-	-	-	-	0.0%	-
Credit Card Service Fee	9,707	9,682	12,900	9,000	10,000	(2,900)	-22.5%	1,000
Total Fees & Services	309,244	519,220	360,415	385,299	372,893	12,478	3.5%	(12,406)

Revenue Type	2022-23 Actual	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Proposed	Budget vs Budget	Budget vs Budget %	Budget vs PY Projected
Miscellaneous								
Miscellaneous	121,167	117,343	127,280	125,780	127,500	220	0.2%	1,720
City Event Sponsorships	850	1,480	1,200	-	-	(1,200)	-100.0%	-
Sale of Assets	16,931	-	-	-	-	-	0.0%	-
Other Sources - SBITAs	193,012	202,767	-	-	-	-	0.0%	-
Donations/Grants	310,696	141,826	88,600	293,440	68,600	(20,000)	-22.6%	(224,840)
School Guard Crossing Fund	12,391	15,729	13,500	13,500	13,500	-	0.0%	-
Lease Proceeds	1,576	4,234	1,900	4,189	1,900	-	0.0%	(2,289)
Police Seized Proceeds	54,677	-	-	-	-	-	0.0%	-
Total Miscellaneous	711,301	483,379	232,480	436,909	211,500	(20,980)	-9.0%	(225,409)
Transfers								
Project Allocations	-	-	98,585	-	-	(98,585)	-100.0%	-
Capital Replacement	303,067	222,254	56,700	56,700	133,135	76,435	134.8%	76,435
Total Transfers	303,067	222,254	155,285	56,700	133,135	76,435	49.2%	76,435
<b>Total Resources</b>	<b>11,244,436</b>	<b>11,708,991</b>	<b>10,819,854</b>	<b>11,040,260</b>	<b>11,105,188</b>	<b>383,919</b>	<b>3.5%</b>	<b>64,928</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>General Fund</b>								
<b>Expenditure Summary</b>								
<b>Personnel</b>								
Salaries	3,915,819	3,960,253	4,717,611	4,332,018	4,875,563	157,952	3.3%	543,545
Overtime	100,443	96,126	43,747	49,385	45,503	1,756	4.0%	(3,882)
Taxes - Social Security	239,701	243,932	293,933	263,895	303,665	9,732	3.3%	39,770
Taxes - Medicare	56,688	57,255	69,039	61,989	71,355	2,316	3.4%	9,366
Taxes SUTA/FUTA	568	7,307	7,325	7,325	3,945	(3,380)	-46.1%	(3,380)
Workers Compensation	108,385	106,300	78,598	68,290	81,039	2,441	3.1%	12,749
Retirement	482,728	499,753	607,278	549,698	625,730	18,452	3.0%	76,032
Health Insurance	567,474	472,948	655,651	525,077	594,707	(60,944)	-9.3%	69,630
Uniform Allowance	23,500	20,500	28,000	21,000	-	(28,000)	-100.0%	(21,000)
Car Allowance	7,200	7,200	7,200	7,200	7,200	-	0.0%	-
Allowance for Vacancies	-	-	(260,628)	-	(249,960)	10,668	-4.1%	(249,960)
Project Allocation	-	-	-	-	(110,000)	(110,000)	0.0%	(110,000)
<b>Total Personnel Costs</b>	<b>5,502,505</b>	<b>5,471,574</b>	<b>6,247,754</b>	<b>5,900,716</b>	<b>6,248,747</b>	<b>993</b>	<b>0.0%</b>	<b>458,031</b>
<b>Supplies, Maintenance &amp; Operations</b>								
Supplies and Consumables	30,367	35,507	33,275	35,275	35,575	2,300	6.9%	300
Minor Equipment and Furniture	37,741	63,131	71,850	69,840	58,245	(13,605)	-18.9%	(11,595)
Fuel	74,201	72,884	66,500	58,500	66,500	-	0.0%	8,000
Uniforms	30,013	24,569	30,905	39,632	55,380	24,475	79.2%	15,748
Miscellaneous	-	-	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	27,828	34,032	35,880	35,880	38,880	3,000	8.4%	3,000
Equipment Maintenance/Repairs	17,632	15,170	15,500	15,500	17,500	2,000	12.9%	2,000
Building Maintenance/Repairs	76,344	59,324	28,063	28,063	57,161	29,098	103.7%	29,098
Landscaping & Greenspace Maintenance	1,712	3,539	5,500	17,461	5,500	-	0.0%	(11,961)
Street Maintenance	894,353	792,144	930,000	951,257	945,000	15,000	1.6%	(6,257)
Drainage Work	4,940	5,919	20,000	20,000	20,000	-	0.0%	-
Committees - Communications	82	-	500	500	500	-	0.0%	-
Committees - Planning & Zoning	-	248	500	500	500	-	0.0%	-
Committee - Board of Adjustments	-	-	500	500	500	-	0.0%	-
Committee - Audit	-	-	500	-	500	-	0.0%	500
Urban Wildlife	-	720	500	500	500	-	0.0%	-

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Committee - Transportation Safety Advisory	-	-	-	-	500	500	0.0%	500
Court Technology	-	1,529	10,823	10,823	5,500	(5,323)	-49.2%	(5,323)
Court Security	-	43,658	4,500	6,180	7,000	2,500	55.6%	820
Local Youth Diversion Program	-	-	-	-	4,000	4,000	0.0%	4,000
Oak Wilt Program	-	-	15,000	15,000	25,000	10,000	66.7%	10,000
Tree and Landscape Protection	-	-	29,750	29,750	13,000	(16,750)	-56.3%	(16,750)
City Approved Events	-	-	4,850	4,850	4,850	-	0.0%	-
Emergency Response	436,482	-	500	500	500	-	0.0%	-
<b>Total Supplies, Maintenance &amp; Operations Costs</b>	<b>1,631,694</b>	<b>1,152,375</b>	<b>1,305,396</b>	<b>1,340,511</b>	<b>1,362,591</b>	<b>57,195</b>	<b>4.38%</b>	<b>22,080</b>
<b>Services</b>								
Professional Services	1,298,848	1,398,312	1,371,499	1,494,241	1,625,836	254,337	18.5%	131,595
Dues/Subscriptions	16,482	17,053	19,466	19,802	26,168	6,702	34.4%	6,366
Training/Seminars & Related Travel	56,455	79,040	121,115	117,115	129,810	8,695	7.2%	12,695
Meetings and Related Travel	7,738	5,967	22,590	14,590	22,663	73	0.3%	8,073
Elections	21,306	32,687	32,000	32,000	32,000	-	0.0%	-
Investigations	4,677	6,823	6,000	6,000	7,500	1,500	25.0%	1,500
Lease Training	-	-	3,000	3,000	10,000	7,000	233.3%	7,000
Asset Forfeiture	22,954	-	-	-	21,600	21,600	0.0%	21,600
Public Relations	50,927	52,166	69,100	69,100	62,250	(6,850)	-9.9%	(6,850)
Employee Appreciation	14,420	14,800	14,760	14,760	15,905	1,145	7.8%	1,145
Employment Costs	2,738	2,795	2,675	3,675	2,675	-	0.0%	(1,000)
Recording/Reporting/History	8,651	12,037	10,000	10,000	10,000	-	0.0%	-
Tech/Internet/Software	150,471	172,186	381,288	392,570	384,706	3,419	0.9%	(7,864)
<b>Total Services Costs</b>	<b>1,655,667</b>	<b>1,793,865</b>	<b>2,053,493</b>	<b>2,176,853</b>	<b>2,351,114</b>	<b>297,621</b>	<b>14.49%</b>	<b>174,261</b>
<b>Shared Services</b>								
Facility Contracts & Services	67,745	30,710	102,470	135,150	102,930	460	0.4%	(32,220)
Postage	2,434	3,445	4,125	4,125	4,125	-	0.0%	-
General Liability Insurance	58,066	88,746	90,000	90,000	91,800	1,800	2.0%	1,800
Electricity	41,173	38,585	44,000	41,000	44,000	-	0.0%	3,000
Phone/Cable/Alarms	33,334	35,985	32,996	32,996	46,531	13,535	41.0%	13,535
<b>Total Shared Services Costs</b>	<b>202,752</b>	<b>197,471</b>	<b>273,591</b>	<b>303,271</b>	<b>289,386</b>	<b>15,795</b>	<b>5.77%</b>	<b>(13,885)</b>



Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	519,820	807,635	226,975	479,006	234,103	7,128	3.1%	(244,903)
Leases and SBITA's	86,078	118,852	-	-	-	-	0.0%	-
Transfer to Debt Service Fund 06	-	-	-	-	-	-	0.0%	-
Transfer to SAP Fund 02	3,442,995	813,526	370,000	594,840	-	(370,000)	-100.0%	(594,840)
Transfer to Equip Repl Fund 31	354,495	301,945	373,138	373,138	359,500	(13,638)	-3.7%	(13,638)
Total Capital Outlay & Transfers Costs	4,403,388	2,041,958	970,113	1,446,984	593,603	(376,510)	-38.81%	(853,381)
<b>Total Departmental Budget</b>	<b>13,396,006</b>	<b>10,657,243</b>	<b>10,850,347</b>	<b>11,168,334</b>	<b>10,845,440</b>	<b>(4,906)</b>	<b>-0.05%</b>	<b>(212,894)</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>Mayor &amp; Council</b>								
Supplies, Maintenance & Operations								
Supplies and Consumables	-	-	-	-	-	-	0.0%	-
Minor Equipment and Furniture	-	-	-	-	-	-	0.0%	-
Fuel	-	-	-	-	-	-	0.0%	-
Uniforms	266	284	350	350	350	-	0.0%	-
Miscellaneous	-	-	-	-	-	-	0.0%	-
Committees - Communications	82	-	500	500	500	-	0.0%	-
Committees - Planning & Zoning	-	248	500	500	500	-	0.0%	-
Committee - Board of Adjustments	-	-	500	500	500	-	0.0%	-
Committee - Audit	-	-	500	-	500	-	0.0%	500
Urban Wildlife	-	720	500	500	500	-	0.0%	-
Committee-Transportation Safety Advisory	-	-	-	-	500	500	0.0%	500
<b>Total Supplies, Maintenance &amp; Operations Costs</b>	<b>348</b>	<b>1,252</b>	<b>2,850</b>	<b>2,350</b>	<b>3,350</b>	<b>500</b>	<b>17.5%</b>	<b>1,000</b>
Services								
Professional Services	-	-	-	-	-	-	0.0%	-
Dues/Subscriptions	3,068	2,716	3,245	3,245	3,300	55	1.7%	55
Training/Seminars & Related Travel	-	-	7,000	7,000	7,000	-	0.0%	-
Meetings and Related Travel	3,642	2,298	11,800	5,800	11,800	-	0.0%	6,000
Public Relations	586	235	5,250	5,250	5,250	-	0.0%	-
<b>Total Services Costs</b>	<b>7,295</b>	<b>5,249</b>	<b>27,295</b>	<b>21,295</b>	<b>27,350</b>	<b>55</b>	<b>0.2%</b>	<b>6,055</b>
<b>Total Departmental Budget</b>	<b>7,643</b>	<b>6,500</b>	<b>30,145</b>	<b>23,645</b>	<b>30,700</b>	<b>555</b>	<b>1.8%</b>	<b>7,055</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>City Administration</b>								
Personnel								
Salaries	414,704	309,218	453,486	434,266	470,708	17,222	3.8%	36,442
Overtime	85	142	123	123	124	1	0.8%	1
Taxes - Social Security	23,236	18,155	26,853	25,267	27,752	899	3.3%	2,485
Taxes - Medicare	6,061	4,451	6,577	6,180	6,827	250	3.8%	647
Taxes SUTA/FUTA	35	399	398	398	214	(184)	-46.2%	(184)
Workers Compensation	1,462	1,260	982	853	1,019	37	3.8%	166
Retirement	50,596	38,637	57,858	56,042	59,866	2,008	3.5%	3,824
Health Insurance	29,177	22,969	33,434	38,020	42,007	8,573	25.6%	3,987
Car Allowance	7,200	7,200	7,200	7,200	7,200	-	0.0%	-
Allowance for Vacancies	-	-	(6,023)	-	(6,000)	23	-0.4%	(6,000)
Total Personnel Costs	532,557	402,431	580,888	568,350	609,717	28,829	5.0%	41,367
Supplies, Maintenance & Operations								
Supplies and Consumables	375	513	850	850	650	(200)	-23.5%	(200)
Minor Equipment and Furniture	417	1,236	1,250	1,250	1,200	(50)	-4.0%	(50)
Fuel	25	61	150	150	150	-	0.0%	-
Uniforms	131	133	360	360	260	(100)	-27.8%	(100)
Total Supplies, Maintenance & Operations Costs	948	1,944	2,610	2,610	2,260	(350)	-13.4%	(350)
Services								
Professional Services	116,236	213,112	105,000	130,000	105,000	-	0.0%	(25,000)
Dues/Subscriptions	4,607	3,330	4,318	4,318	5,337	1,020	23.6%	1,020
Training/Seminars & Related Travel	3,475	8,181	16,375	13,875	16,050	(325)	-2.0%	2,175
Meetings and Related Travel	2,056	1,875	5,840	3,840	5,615	(225)	-3.9%	1,775
Employee Appreciation	575	-	300	300	300	-	0.0%	-
Tech/Internet/Software	-	-	-	-	774	774	0.0%	774
Total Services Costs	126,948	226,499	131,833	152,333	133,076	1,244	0.9%	(19,257)
						-		-
<b>Total Departmental Budget</b>	<b>660,453</b>	<b>630,873</b>	<b>715,331</b>	<b>723,292</b>	<b>745,053</b>	<b>29,723</b>	<b>4.2%</b>	<b>21,761</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>City Secretary</b>								
Personnel								
Salaries	152,779	161,133	167,674	168,722	175,879	8,205	4.9%	7,157
Taxes - Social Security	8,928	9,622	10,396	10,061	10,904	508	4.9%	843
Taxes - Medicare	2,088	2,250	2,431	2,353	2,550	119	4.9%	197
Taxes SUTA/FUTA	18	234	234	234	126	(108)	-46.2%	(108)
Workers Compensation	478	428	363	315	381	18	5.0%	66
Retirement	18,202	19,807	21,387	21,449	22,363	976	4.6%	914
Health Insurance	19,738	14,928	18,315	17,042	22,268	3,953	21.6%	5,226
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
<b>Total Personnel Costs</b>	<b>202,231</b>	<b>208,402</b>	<b>220,800</b>	<b>220,176</b>	<b>234,471</b>	<b>13,671</b>	<b>6.2%</b>	<b>14,295</b>
Supplies, Maintenance & Operations								
Supplies and Consumables	1,162	953	950	950	850	(100)	-10.5%	(100)
Minor Equipment and Furniture	267	1,175	200	200	200	-	0.0%	-
Uniforms	87	100	100	100	100	-	0.0%	-
<b>Total Supplies, Maintenance &amp; Operations Costs</b>	<b>1,516</b>	<b>2,229</b>	<b>1,250</b>	<b>1,250</b>	<b>1,150</b>	<b>(100)</b>	<b>-8.0%</b>	<b>(100)</b>
Services								
Professional Services	2,807	4,038	11,039	8,539	21,538	10,499	95.1%	12,999
Dues/Subscriptions	708	803	1,000	1,000	1,060	60	6.0%	60
Training/Seminars & Related Travel	6,052	5,421	6,400	6,400	8,485	2,085	32.6%	2,085
Meetings and Related Travel	432	325	1,500	1,500	1,548	48	3.2%	48
Elections	21,306	32,687	32,000	32,000	32,000	-	0.0%	-
Employee Appreciation	129	-	100	100	100	-	0.0%	-
Recording/Reporting/History	8,651	12,037	10,000	10,000	10,000	-	0.0%	-
Tech/Internet/Software	-	4,128	10,930	12,280	13,300	2,370	21.7%	1,020
<b>Total Services Costs</b>	<b>40,085</b>	<b>59,440</b>	<b>72,969</b>	<b>71,819</b>	<b>88,031</b>	<b>15,062</b>	<b>20.6%</b>	<b>16,212</b>
<b>Total Departmental Budget</b>	<b>243,831</b>	<b>270,071</b>	<b>295,019</b>	<b>293,245</b>	<b>323,652</b>	<b>28,633</b>	<b>9.7%</b>	<b>30,407</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>Human Resources</b>								
Personnel								
Salaries	117,752	133,344	136,408	136,941	104,615	(31,793)	-23.3%	(32,326)
Taxes - Social Security	6,996	7,895	8,457	8,189	6,486	(1,971)	-23.3%	(1,703)
Taxes - Medicare	1,636	1,847	1,978	1,915	1,517	(461)	-23.3%	(398)
Taxes SUTA/FUTA	14	176	176	176	63	(113)	-64.2%	(113)
Workers Compensation	384	346	295	256	226	(69)	-23.4%	(30)
Retirement	14,022	16,380	17,399	17,410	13,302	(4,097)	-23.5%	(4,108)
Health Insurance	10,083	9,236	10,998	10,447	6,636	(4,362)	-39.7%	(3,811)
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
<b>Total Personnel Costs</b>	<b>150,887</b>	<b>169,222</b>	<b>175,711</b>	<b>175,335</b>	<b>132,845</b>	<b>(42,866)</b>	<b>-24.4%</b>	<b>(42,490)</b>
Supplies, Maintenance & Operations								
Supplies and Consumables	1,330	1,774	1,700	1,700	1,550	(150)	-8.8%	(150)
Minor Equipment and Furniture	1,414	1,755	1,600	1,600	1,200	(400)	-25.0%	(400)
Fuel	-	-	-	-	-	-	0.0%	-
Uniforms	143	118	150	150	100	(50)	-33.3%	(50)
<b>Total Supplies, Maintenance &amp; Operations Costs</b>	<b>2,887</b>	<b>3,647</b>	<b>3,450</b>	<b>3,450</b>	<b>2,850</b>	<b>(600)</b>	<b>-17.4%</b>	<b>(600)</b>
Services								
Professional Services	520	540	1,625	1,858	7,675	6,050	372.3%	5,818
Dues/Subscriptions	2,269	4,755	2,175	2,175	1,454	(721)	-33.1%	(721)
Training/Seminars & Related Travel	3,874	11,343	10,775	9,275	7,300	(3,475)	-32.3%	(1,975)
Meetings and Related Travel	826	296	1,000	1,000	1,050	50	5.0%	50
Public Relations	43,667	43,551	51,250	51,250	-	(51,250)	-100.0%	(51,250)
Employee Appreciation	10,822	11,839	11,260	11,260	11,855	595	5.3%	595
Employment Costs	2,738	2,795	2,675	3,675	2,675	-	0.0%	(1,000)
Tech/Internet/Software	150	7,160	17,902	17,902	4,630	(13,272)	-74.1%	(13,272)
<b>Total Services Costs</b>	<b>64,867</b>	<b>82,279</b>	<b>98,662</b>	<b>98,395</b>	<b>36,639</b>	<b>(62,023)</b>	<b>-62.9%</b>	<b>(61,756)</b>
<b>Total Departmental Budget</b>	<b>218,641</b>	<b>255,147</b>	<b>277,823</b>	<b>277,180</b>	<b>172,334</b>	<b>(105,489)</b>	<b>-38.0%</b>	<b>(104,846)</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>Communications</b>								
Personnel								
Salaries	-	-	-	-	38,011	38,011	0.0%	38,011
Taxes - Social Security	-	-	-	-	2,357	2,357	0.0%	2,357
Taxes - Medicare	-	-	-	-	551	551	0.0%	551
Taxes SUTA/FUTA	-	-	-	-	32	32	0.0%	32
Workers Compensation	-	-	-	-	82	82	0.0%	82
Retirement	-	-	-	-	4,833	4,833	0.0%	4,833
Health Insurance	-	-	-	-	4,314	4,314	0.0%	4,314
Total Personnel Costs	-	-	-	-	50,180	50,180	0.0%	50,180
Supplies, Maintenance & Operations								
Supplies and Consumables	-	-	-	-	200	200	0.0%	200
Minor Equipment and Furniture	-	-	-	-	300	300	0.0%	300
Fuel	-	-	-	-	-	-	0.0%	-
Uniforms	-	-	-	-	50	50	0.0%	50
Total Supplies, Maintenance & Operations Costs	-	-	-	-	550	550	0.0%	550
Services								
Professional Services	-	-	-	-	-	-	0.0%	-
Dues/Subscriptions	-	-	-	-	5,135	5,135	0.0%	5,135
Training/Seminars & Related Travel	-	-	-	-	4,150	4,150	0.0%	4,150
Meetings and Related Travel	-	-	-	-	-	-	0.0%	-
Public Relations	-	-	-	-	1,300	1,300	0.0%	1,300
Employee Appreciation	-	-	-	-	50	50	0.0%	50
Tech/Internet/Software	-	-	-	-	18,798	18,798	0.0%	18,798
Total Services Costs	-	-	-	-	29,433	29,433	0.0%	29,433
<b>Total Departmental Budget</b>	-	-	-	-	<b>80,163</b>	<b>80,163</b>	<b>0.0%</b>	<b>80,163</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>Finance</b>								
<b>Personnel</b>								
Salaries	185,120	187,971	217,318	218,078	227,162	9,844	4.5%	9,084
Overtime	184	22	163	163	166	3	1.8%	3
Taxes - Social Security	10,797	10,794	13,484	12,732	14,094	610	4.5%	1,362
Taxes - Medicare	2,525	2,524	3,153	2,978	3,296	143	4.5%	318
Taxes SUTA/FUTA	26	293	293	293	158	(135)	-46.1%	(135)
Workers Compensation	699	580	470	408	492	22	4.7%	84
Retirement	22,183	23,024	27,740	27,756	28,905	1,165	4.2%	1,149
Health Insurance	30,166	26,552	35,063	33,064	32,471	(2,592)	-7.4%	(593)
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
<b>Total Personnel Costs</b>	<b>251,701</b>	<b>251,761</b>	<b>297,684</b>	<b>295,472</b>	<b>306,744</b>	<b>9,060</b>	<b>3.0%</b>	<b>11,272</b>
<b>Supplies, Maintenance &amp; Operations</b>								
Supplies and Consumables	714	1,206	1,300	1,300	1,300	-	0.0%	-
Minor Equipment and Furniture	661	286	500	500	500	-	0.0%	-
Uniforms	96	106	250	250	250	-	0.0%	-
<b>Total Supplies, Maintenance &amp; Operations Costs</b>	<b>1,471</b>	<b>1,598</b>	<b>2,050</b>	<b>2,050</b>	<b>2,050</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>
<b>Services</b>								
Professional Services	71,584	79,202	90,785	89,285	102,210	11,425	12.6%	12,925
Dues/Subscriptions	673	573	605	605	615	10	1.7%	10
Training/Seminars & Related Travel	4,096	4,558	6,350	6,350	5,100	(1,250)	-19.7%	(1,250)
Meetings and Related Travel	12	32	400	400	400	-	0.0%	-
Employee Appreciation	200	324	250	250	250	-	0.0%	-
Tech/Internet/Software	-	299	10,083	11,583	11,648	1,566	15.5%	66
<b>Total Services Costs</b>	<b>76,565</b>	<b>84,988</b>	<b>108,473</b>	<b>108,473</b>	<b>120,223</b>	<b>11,751</b>	<b>10.8%</b>	<b>11,751</b>
<b>Total Departmental Budget</b>	<b>329,737</b>	<b>338,347</b>	<b>408,207</b>	<b>405,995</b>	<b>429,017</b>	<b>20,811</b>	<b>5.1%</b>	<b>23,022</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>Information Technology</b>								
Personnel								
Salaries	86,779	91,519	95,350	94,525	98,506	3,156	3.3%	3,981
Taxes - Social Security	5,039	5,250	5,912	5,475	6,107	195	3.3%	632
Taxes - Medicare	1,179	1,228	1,383	1,281	1,428	45	3.3%	147
Taxes SUTA/FUTA	9	117	117	117	63	(54)	-46.2%	(54)
Workers Compensation	274	243	206	179	213	7	3.4%	34
Retirement	10,339	11,254	12,162	12,017	12,525	363	3.0%	508
Health Insurance	12,725	12,840	15,083	11,459	10,584	(4,499)	-29.8%	(875)
Total Personnel Costs	116,344	122,451	130,213	125,053	129,426	(787)	-0.6%	4,373
Supplies, Maintenance & Operations								
Supplies and Consumables	87	142	200	200	200	-	0.0%	-
Minor Equipment and Furniture	247	1,927	200	200	200	-	0.0%	-
Uniforms	92	-	100	100	100	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	426	2,070	500	500	500	-	0.0%	-
Services								
Professional Services	909	440	2,000	114,000	2,000	-	0.0%	(112,000)
Dues/Subscriptions	88	175	388	388	430	43	11.0%	43
Training/Seminars & Related Travel	1,364	1,606	6,250	6,250	6,250	-	0.0%	-
Meetings and Related Travel	180	-	350	350	350	-	0.0%	-
Employee Appreciation	109	95	100	100	100	-	0.0%	-
Tech/Internet/Software	150,321	132,186	231,721	240,155	230,560	(1,161)	-0.5%	(9,595)
Total Services Costs	152,970	134,502	240,809	361,243	239,690	(1,118)	-0.5%	(121,552)
Shared Services								
Facility Contracts & Services	18,397	3,147	18,991	18,991	18,991	-	0.0%	-
Phone/Cable/Alarms	33,334	35,985	32,996	32,996	46,531	13,535	41.0%	13,535
Total Shared Services Costs	51,731	39,132	51,987	51,987	65,522	13,535	26.0%	13,535



Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	207,564	222,815	27,000	115,050	27,000	-	0.0%	(88,050)
Lease Principal	19,213	13,707	-	-	-	-	0.0%	-
Lease Interest	2,682	2,226	-	-	-	-	0.0%	-
SBITA Principal	59,762	95,160	-	-	-	-	0.0%	-
SBITA Interest	3,485	7,292	-	-	-	-	0.0%	-
Total Capital Outlay & Transfers Costs	292,706	341,200	27,000	115,050	27,000	-	0.0%	(88,050)
<b>Total Departmental Budget</b>	<b>614,176</b>	<b>639,353</b>	<b>450,509</b>	<b>653,832</b>	<b>462,138</b>	<b>11,630</b>	<b>2.6%</b>	<b>(191,694)</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>Municipal Court</b>								
Personnel								
Salaries	102,498	108,130	112,693	113,469	118,960	6,267	5.6%	5,491
Overtime	-	181	360	284	368	8	2.2%	84
Taxes - Social Security	5,615	5,931	7,009	6,280	7,398	389	5.6%	1,118
Taxes - Medicare	1,314	1,387	1,639	1,469	1,730	91	5.6%	261
Taxes SUTA/FUTA	18	234	234	234	126	(108)	-46.2%	(108)
Workers Compensation	319	288	244	212	258	14	5.7%	46
Retirement	12,212	13,308	14,420	14,466	15,173	753	5.2%	707
Health Insurance	27,723	24,749	29,484	27,800	29,198	(286)	-1.0%	1,398
Total Personnel Costs	149,698	154,207	166,083	164,213	173,211	7,128	4.3%	8,998
Supplies, Maintenance & Operations								
Supplies and Consumables	1,516	1,659	1,700	1,700	1,700	-	0.0%	-
Minor Equipment and Furniture	2,546	1,905	200	200	200	-	0.0%	-
Uniforms	32	129	150	150	150	-	0.0%	-
Court Technology	-	1,529	10,823	10,823	5,500	(5,323)	-49.2%	(5,323)
Court Security	-	43,658	4,500	6,180	7,000	2,500	55.6%	820
Local Youth Diversion Fund	-	-	-	-	4,000	4,000	0.0%	4,000
Total Supplies, Maintenance & Operations Costs	4,094	48,880	17,373	19,053	18,550	1,177	6.8%	(503)
Services								
Professional Services	94,197	63,068	73,040	63,040	66,740	(6,300)	-8.6%	3,700
Dues/Subscriptions	155	131	800	800	400	(400)	-50.0%	(400)
Training/Seminars & Related Travel	2,513	1,458	6,650	6,650	9,250	2,600	39.1%	2,600
Meetings and Related Travel	96	206	300	300	300	-	0.0%	-
Employee Appreciation	50	100	100	100	100	-	0.0%	-
Total Services Costs	97,012	64,962	80,890	70,890	76,790	(4,100)	-5.1%	5,900
<b>Total Departmental Budget</b>	<b>250,804</b>	<b>268,049</b>	<b>264,346</b>	<b>254,156</b>	<b>268,551</b>	<b>4,205</b>	<b>1.6%</b>	<b>14,395</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>Public Safety and Emergency Services</b>								
Personnel								
Salaries	2,015,402	2,022,937	2,332,085	2,120,788	2,389,067	56,982	2.4%	268,279
Overtime	84,341	81,177	36,239	39,879	36,532	293	0.8%	(3,347)
Taxes - Social Security	128,063	128,790	146,836	132,619	150,387	3,551	2.4%	17,768
Taxes - Medicare	29,950	30,121	34,341	31,016	35,171	830	2.4%	4,155
Taxes SUTA/FUTA	281	3,529	3,510	3,510	1,890	(1,620)	-46.2%	(1,620)
Workers Compensation	80,113	80,098	55,697	48,392	57,248	1,551	2.8%	8,856
Retirement	252,956	259,222	302,045	266,848	308,431	6,386	2.1%	41,583
Health Insurance	286,570	225,771	320,028	228,022	266,886	(53,142)	-16.6%	38,864
Uniform Allowance	23,500	20,500	28,000	21,000	-	(28,000)	-100.0%	(21,000)
Relocation Allowance	-	-	-	14,839	-	-	0.0%	(14,839)
Allowance for Vacancies	-	-	(205,105)	-	(194,460)	10,645	-5.2%	(194,460)
Total Personnel Costs	2,901,175	2,852,145	3,053,676	2,906,913	3,051,152	(2,524)	-0.1%	144,239
Supplies, Maintenance & Operations								
Supplies and Consumables	3,267	5,253	4,500	4,500	3,500	(1,000)	-22.2%	(1,000)
Minor Equipment and Furniture	14,684	37,777	40,150	40,150	38,445	(1,705)	-4.2%	(1,705)
Fuel	51,124	45,170	43,000	35,000	43,000	-	0.0%	8,000
Uniforms	20,383	14,773	18,750	27,477	43,500	24,750	132.0%	16,023
Vehicle Maintenance/Repairs	20,114	15,069	20,880	20,880	20,880	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	109,572	118,042	127,280	128,007	149,325	22,045	17.3%	21,318
Services								
Professional Services	715,345	860,088	945,810	945,810	1,195,910	250,099	26.4%	250,099
Dues/Subscriptions	3,059	3,387	4,025	4,025	4,325	300	7.5%	300
Training/Seminars & Related Travel	21,098	24,000	27,300	27,300	23,300	(4,000)	-14.7%	(4,000)
Meetings and Related Travel	-	95	500	500	500	-	0.0%	-
Investigations	4,677	6,823	6,000	6,000	7,500	1,500	25.0%	1,500
Lease Training	-	-	3,000	3,000	10,000	7,000	233.3%	7,000
Asset Forfeiture	22,954	-	-	-	21,600	21,600	0.0%	21,600
Public Relations	6,674	8,380	12,600	12,600	8,200	(4,400)	-34.9%	(4,400)
Employee Appreciation	1,507	1,813	1,500	1,500	2,000	500	33.3%	500

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Tech/Internet/Software	-	10,202	74,158	74,158	66,604	(7,554)	-10.2%	(7,554)
Total Services Costs	775,314	914,789	1,074,893	1,074,893	1,339,939	265,045	24.7%	265,045
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	256,926	364,781	65,000	126,881	94,000	29,000	44.6%	(32,881)
Total Capital Outlay & Transfers Costs	256,926	364,781	65,000	126,881	94,000	29,000	44.6%	(32,881)
<b>Total Departmental Budget</b>	<b>4,042,987</b>	<b>4,249,756</b>	<b>4,320,849</b>	<b>4,236,694</b>	<b>4,634,416</b>	<b>313,566</b>	<b>7.3%</b>	<b>397,721</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>Maintenance</b>								
Personnel								
Salaries	390,621	463,062	536,594	464,964	557,092	20,498	3.8%	92,128
Overtime	14,745	14,092	6,311	8,008	6,542	231	3.7%	(1,466)
Taxes - Social Security	23,847	28,686	33,660	28,485	34,945	1,285	3.8%	6,460
Taxes - Medicare	5,577	6,709	7,872	6,662	8,173	301	3.8%	1,511
Taxes SUTA/FUTA	90	1,427	1,287	1,287	693	(594)	-46.2%	(594)
Workers Compensation	22,176	21,015	18,352	15,945	19,048	696	3.8%	3,103
Retirement	48,287	58,794	69,248	60,041	71,666	2,418	3.5%	11,625
Health Insurance	90,832	79,291	105,678	84,889	89,441	(16,237)	-15.4%	4,552
Allowance for Vacancies	-	-	(49,500)	-	(49,500)	-	0.0%	(49,500)
<b>Total Personnel Costs</b>	<b>596,174</b>	<b>673,076</b>	<b>729,502</b>	<b>670,281</b>	<b>738,100</b>	<b>8,598</b>	<b>1.2%</b>	<b>67,819</b>
Supplies, Maintenance & Operations								
Supplies and Consumables	6,985	9,174	8,050	8,050	8,050	-	0.0%	-
Minor Equipment and Furniture	14,613	13,645	18,300	16,290	13,950	(4,350)	-23.8%	(2,340)
Fuel	17,451	21,397	15,000	15,000	15,000	-	0.0%	-
Uniforms	8,082	7,638	8,225	8,225	8,150	(75)	-0.9%	(75)
Vehicle Maintenance/Repairs	7,713	18,963	15,000	15,000	18,000	3,000	20.0%	3,000
Equipment Maintenance/Repairs	17,632	15,170	15,500	15,500	17,500	2,000	12.9%	2,000
Building Maintenance/Repairs	76,344	59,324	28,063	28,063	28,063	-	0.0%	-
Landscaping & Greenspace Maintenance	1,712	3,539	5,500	17,461	5,500	-	0.0%	(11,961)
Street Maintenance	26,527	22,464	30,000	30,000	45,000	15,000	50.0%	15,000
Drainage	4,940	5,919	20,000	20,000	20,000	-	0.0%	-
<b>Total Supplies, Maintenance &amp; Operations Costs</b>	<b>181,999</b>	<b>177,235</b>	<b>163,638</b>	<b>173,589</b>	<b>179,213</b>	<b>15,575</b>	<b>9.5%</b>	<b>5,624</b>
Services								
Professional Services	543	10,733	200	200	28,644	28,444	14222.0%	28,444
Dues/Subscriptions	189	164	932	932	932	-	0.0%	-
Training/Seminars & Related Travel	6,463	8,318	14,575	14,575	14,625	50	0.3%	50
Meetings and Related Travel	249	347	400	400	400	-	0.0%	-
Employee Appreciation	506	393	550	550	550	-	0.0%	-
Tech/Internet/Software	-	11,331	24,821	24,821	25,061	240	1.0%	240
<b>Total Services Costs</b>	<b>7,951</b>	<b>31,285</b>	<b>41,478</b>	<b>41,478</b>	<b>70,212</b>	<b>28,734</b>	<b>69.3%</b>	<b>28,734</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	49,300	213,023	134,975	237,075	73,968	(61,007)	-45.2%	(163,107)
Total Capital Outlay & Transfers Costs	49,300	213,023	134,975	237,075	73,968	(61,007)	-45.2%	(163,107)
<b>Total Departmental Budget</b>	<b>835,424</b>	<b>1,094,619</b>	<b>1,069,593</b>	<b>1,122,422</b>	<b>1,061,492</b>	<b>(8,100)</b>	<b>-0.8%</b>	<b>(60,930)</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>Building Codes and Permits</b>								
Personnel								
Salaries	157,700	169,509	240,824	239,958	249,773	8,949	3.7%	9,815
Overtime	-	153	451	451	469	18	4.0%	18
Taxes - Social Security	9,417	10,030	14,959	14,503	15,515	556	3.7%	1,012
Taxes - Medicare	2,202	2,346	3,498	3,392	3,629	131	3.7%	237
Taxes SUTA/FUTA	36	405	468	468	252	(216)	-46.2%	(216)
Workers Compensation	1,228	928	984	855	1,019	35	3.6%	164
Retirement	18,844	20,691	30,775	30,564	31,818	1,043	3.4%	1,254
Health Insurance	27,385	26,224	38,861	36,272	38,415	(446)	-1.1%	2,143
Total Personnel Costs	216,812	230,283	330,820	326,462	340,890	10,070	3.0%	14,428
Supplies, Maintenance & Operations								
Supplies and Consumables	476	599	675	675	675	-	0.0%	-
Minor Equipment and Furniture	328	1,877	2,300	2,300	700	(1,600)	-69.6%	(1,600)
Fuel	1,182	1,867	5,175	5,175	5,175	-	0.0%	-
Uniforms	213	458	770	770	770	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	2,200	4,801	8,920	8,920	7,320	(1,600)	-17.9%	(1,600)
Services								
Professional Services	56,687	26,685	22,000	21,509	26,120	4,120	18.7%	4,611
Dues/Subscriptions	1,053	394	515	515	515	-	0.0%	-
Training/Seminars & Related Travel	2,317	5,513	6,200	6,200	6,200	-	0.0%	-
Meetings and Related Travel	-	15	100	100	100	-	0.0%	-
Employee Appreciation	111	65	200	200	200	-	0.0%	-
Tech/Internet/Software	-	144	155	154	155	-	0.0%	2
Total Services Costs	60,168	32,816	29,170	28,678	33,290	4,120	14.1%	4,613
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	-	-	-	-	39,135	39,135	0.0%	39,135
Total Capital Outlay & Transfers Costs	-	-	-	-	39,135	39,135	0.0%	39,135
<b>Total Departmental Budget</b>	<b>279,180</b>	<b>267,900</b>	<b>368,910</b>	<b>364,060</b>	<b>420,635</b>	<b>51,725</b>	<b>14.0%</b>	<b>56,575</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>Engineering and Planning</b>								
Personnel								
Salaries	292,464	313,430	425,179	340,308	445,790	20,611	4.8%	105,482
Overtime	1,089	360	100	477	1,302	1,202	1202.0%	825
Taxes - Social Security	17,763	18,779	26,367	20,284	27,720	1,353	5.1%	7,436
Taxes - Medicare	4,155	4,392	6,167	4,744	6,483	316	5.1%	1,739
Taxes SUTA/FUTA	42	495	608	608	328	(280)	-46.1%	(280)
Workers Compensation	1,252	1,114	1,005	873	1,053	48	4.8%	180
Retirement	35,088	38,638	54,244	43,105	56,848	2,604	4.8%	13,743
Health Insurance	33,074	30,389	48,707	38,062	52,487	3,780	7.8%	14,425
Project Allocation	-	-	-	-	(110,000)	(110,000)		
Total Personnel Costs	384,926	407,596	562,377	448,461	482,011	(80,366)	-14.3%	143,550
Supplies, Maintenance & Operations								
Supplies and Consumables	10,060	9,891	9,750	9,750	9,500	(250)	-2.6%	(250)
Minor Equipment and Furniture	2,564	1,547	7,150	7,150	1,350	(5,800)	-81.1%	(5,800)
Fuel	4,419	4,388	3,175	3,175	3,175	-	0.0%	-
Uniforms	488	830	1,700	1,700	1,600	(100)	-5.9%	(100)
Street Maintenance	867,826	769,680	900,000	921,257	900,000	-	0.0%	(21,257)
Oak Wilt Program	-	-	15,000	15,000	25,000	10,000	66.7%	10,000
Tree and Landscape Protection	-	-	29,750	29,750	13,000	(16,750)	-56.3%	(16,750)
City Approved Events	-	-	4,850	4,850	4,850	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	885,358	786,336	971,375	992,632	958,475	(12,900)	-1.3%	(34,157)
Services								
Professional Services	240,020	140,407	120,000	120,000	70,000	(50,000)	-41.7%	(50,000)
Dues/Subscriptions	615	626	1,464	1,800	2,665	1,201	82.0%	865
Training/Seminars & Related Travel	5,201	8,642	13,240	13,240	22,100	8,860	66.9%	8,860
Meetings and Related Travel	244	477	400	400	600	200	50.0%	200
Employee Appreciation	411	172	400	400	400	-	0.0%	-
Tech/Internet/Software	-	6,736	11,518	11,518	13,177	1,659	14.4%	1,659



Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Total Services Costs	246,492	157,058	147,022	147,358	108,942	(38,081)	-25.9%	(38,417)
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	6,030	7,016	-	-	-	-	0.0%	-
Total Capital Outlay & Transfers Costs	6,030	7,016	-	-	-	-	0.0%	-
<b>Total Departmental Budget</b>	<b>1,522,806</b>	<b>1,358,006</b>	<b>1,680,774</b>	<b>1,588,451</b>	<b>1,549,428</b>	<b>(131,347)</b>	<b>-7.8%</b>	<b>70,976</b>

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
<b>Non-Departmental and Shared</b>								
Supplies, Maintenance & Operations								
Supplies and Consumables	4,395	4,342	3,600	5,600	7,400	3,800	105.6%	1,800
Building Maintenance/Repairs	-	-	-	-	29,098	29,098	0.0%	29,098
Emergency Response	436,482	-	500	500	500	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	440,877	4,342	4,100	6,100	36,998	32,898	802.4%	30,898
Services								
Public Relations and Events	-	-	-	-	47,500	47,500	0.0%	47,500
Total Services Costs	-	-	-	-	47,500	47,500	0.0%	47,500
Shared Services								
Facility Contracts & Services	49,348	27,563	83,479	116,159	83,939	460	0.6%	(32,220)
Postage	2,434	3,445	4,125	4,125	4,125	-	0.0%	-
General Liability Insurance	58,066	88,746	90,000	90,000	91,800	1,800	2.0%	1,800
Electricity	41,173	38,585	44,000	41,000	44,000	-	0.0%	3,000
Total Shared Services Costs	151,021	158,339	221,604	251,284	223,864	2,260	1.0%	(27,420)
Capital Outlay & Transfers								
Transfer to SAP Fund 02	3,442,995	813,526	370,000	594,840	-	(370,000)	-100.0%	(594,840)
Transfer to Equip Repl Fund 31	354,495	301,945	373,138	373,138	359,500	(13,638)	-3.7%	(13,638)
Lease Principal	812	428	-	-	-	-	0.0%	-
Lease Interest	124	40	-	-	-	-	0.0%	-
Total Capital Outlay & Transfers Costs	3,798,426	1,115,939	743,138	967,978	359,500	(383,638)	-51.6%	(608,478)
<b>Total Departmental Budget</b>	<b>4,390,324</b>	<b>1,278,620</b>	<b>968,842</b>	<b>1,225,362</b>	<b>667,862</b>	<b>(300,980)</b>	<b>-31.1%</b>	<b>(557,500)</b>

## Governmental Strategic Projects Fund

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26
<b>Beginning Fund Balance</b>	<b>1,407,555</b>	<b>3,269,573</b>	<b>2,297,490</b>	<b>2,297,490</b>	<b>810,470</b>
<u>Revenues:</u>					
Transfer from General Fund	3,442,995	813,526	370,000	594,840	-
<b>Total Revenue</b>	<b>3,442,995</b>	<b>813,526</b>	<b>370,000</b>	<b>594,840</b>	<b>-</b>
<u>Reliable and Sustainable Infrastructure</u>					
City Civic Center	17,748	140,875	-	67,000	-
City Hall Renovation	321,403	181,581	-	58,835	-
City Facilities Plan	-	-	-	-	100,000
Chartwell and Dietz Intersection	98,126	-	-	-	-
Post Oak Trail Widening	664,506	27,701	-	-	-
Dietz Elkhorn Reconstruction	100,721	277,003	-	232,426	-
Dietz Elkhorn Sidewalk	14,770	46,998	-	7,369	-
Battle Intense Sidewalk	48,912	-	-	-	-
Drainage CIP #5 Rolling Acres Trail	48,833	-	-	222,905	-
Drainage CIP #17 Silver Spur Trail	28,796	-	-	-	-
Drainage CIP #34 Tivoli Way	88,747	760,186	-	754,815	-
Drainage CIP #37 Turf Paradise Lane	93,770	-	-	-	-
Drainage CIP #61 Rockinghorse Lane	29,609	-	-	-	-
Bond Development Program	-	25,874	-	-	-
Drainage CIP #35 Chartwell Lane	-	238	-	64,592	-
Drainage CIP #15 Delta Dawn	-	238	-	-	-
Drainage CIP #2 8472 Rolling Acres Trail	-	-	67,600	67,600	-
Drainage CIP #4 8040 Rolling Acres Trail	-	-	67,600	67,600	-
Drainage CIP #42 Vestal Park Culvert	-	-	113,844	113,844	-
<u>Public Health, Safety, and Welfare</u>					
Fire Services Program Review	-	73,775	-	-	-
Fire Station #3 Upgrades	-	111,813	-	40,035	36,000

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26
<u>Operational Excellence</u>					
Compensation and Benefit Plan Study	-	-	60,000	60,000	-
Employee Handbook	-	-	10,000	10,000	-
Communications and Marketing Strategy	2,068	42,178	-	199,840	-
City Records Digitization Program	22,967	-	-	-	-
Fuel Station	-	97,150	-	-	-
3rd Party Scanning	-	-	-	40,000	-
IT Master Plan	-	-	50,000	75,000	-
<b>Total Expenditures</b>	<b>1,580,977</b>	<b>1,785,609</b>	<b>369,044</b>	<b>2,081,860</b>	<b>136,000</b>
<b>Total Change in Fund Balance</b>	<b>1,862,018</b>	<b>(972,083)</b>	<b>956</b>	<b>(1,487,020)</b>	<b>(136,000)</b>
<b>Ending Fund Balance</b>	<b>3,269,573</b>	<b>2,297,490</b>	<b>2,298,446</b>	<b>810,470</b>	<b>674,470</b>

## Vehicle and Equipment Replacement Fund

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26
<b>Beginning Fund Balance</b>	<b>1,089,047</b>	<b>1,140,475</b>	<b>1,220,166</b>	<b>1,220,166</b>	<b>1,536,604</b>
<u>Revenues:</u>					
Transfer from General Fund	354,495	301,945	373,138	373,138	359,500
<b>Total Revenue</b>	<b>354,495</b>	<b>301,945</b>	<b>373,138</b>	<b>373,138</b>	<b>359,500</b>
<u>Transfers</u>					
Transfer to General Fund for Purchases	303,067	222,254	56,700	56,700	133,135
<b>Total Expenditures</b>	<b>303,067</b>	<b>222,254</b>	<b>56,700</b>	<b>56,700</b>	<b>133,135</b>
<b>Revenue Over / (Under) Expenditures</b>	<b>51,428</b>	<b>79,691</b>	<b>316,438</b>	<b>316,438</b>	<b>226,365</b>
<b>Beginning Fund Balance</b>	<b>1,140,475</b>	<b>1,220,166</b>	<b>1,536,604</b>	<b>1,536,604</b>	<b>1,762,969</b>

### Scheduled Replacements:

Ford F-150 Truck -Command	49,000
Ford F-150 Truck - CID	45,000
Ford Ranger 4x4	39,135
	<u>133,135</u>

## Bond Capital Fund

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26
<b>Beginning Fund Balance</b>	-	-	11,650	3,596,650	2,375,029
<u>Revenues:</u>					
Bond Proceeds	-	3,550,000	3,585,000	1,615,000	-
Bond Premium	-	181,669	-	-	-
Interest Income	-	11,650	17,000	117,000	17,000
<b>Total Revenue</b>	-	3,743,319	3,602,000	1,732,000	17,000
<u>Expenditures:</u>					
Bond Issuance Fees	-	146,669	-	-	-
Dietz Elkhorn Rdwy Incidentals	-	-	-	-	-
Dietz Elkhorn Rdwy Construction	-	-	2,093,922	2,093,922	1,581,078
Rolling Acres Rdwy Incidentals	-	-	-	-	-
Rolling Acres Rdwy Construction	-	-	-	-	315,000
Ammann Rdwy Incidentals	-	-	-	-	-
Ammann Rdwy Construction	-	-	439,699	699,699	88,555
Battle Intense Rdwy Incidentals	-	-	-	-	-
Battle Intense Rdwy Construction	-	-	420,000	160,000	-
Drainage CIP #35 Chartwell Lane	-	-	-	-	-
Drainage CIP #2 8472 Rolling Acres Trail	-	-	-	-	162,240
Drainage CIP #4 8040 Rolling Acres Trail	-	-	-	-	162,240
<b>Total Expenditures</b>	-	146,669	2,953,621	2,953,621	2,309,113
<b>Revenue Over / (Under) Expenditures</b>	-	3,596,650	648,379	(1,221,621)	(2,292,113)
<b>Ending Fund Balance</b>	-	3,596,650	660,029	2,375,029	82,916

Debt Service Fund					
	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26
<b>Beginning Fund Balance</b>	<b>52,658</b>	<b>77,976</b>	<b>104,949</b>	<b>104,949</b>	<b>29,752</b>
<u>Revenues:</u>					
General Property-I & S	568,287	556,341	890,117	901,068	1,199,250
Delinquent Property	2,728	4,363	4,000	4,000	4,000
Penalty & Interest	2,003	2,232	2,500	2,500	2,500
Interest Income on Investments	4,829	17,599	7,500	8,500	7,500
<b>Total Revenue</b>	<b>577,848</b>	<b>580,535</b>	<b>904,117</b>	<b>916,068</b>	<b>1,213,250</b>
<u>Expenditures:</u>					
Bond Principal	460,000	470,000	785,000	785,000	995,000
Bond Interest Payable	92,130	83,163	205,465	205,465	218,250
Bond Agent Fees	400	400	800	800	-
<b>Total Expenditures</b>	<b>552,530</b>	<b>553,563</b>	<b>991,265</b>	<b>991,265</b>	<b>1,213,250</b>
<b>Revenue Over / (Under) Expenditures</b>	<b>25,318</b>	<b>26,973</b>	<b>(87,148)</b>	<b>(75,197)</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>77,976</b>	<b>104,949</b>	<b>17,801</b>	<b>29,752</b>	<b>29,752</b>



# General Fund Budget Overview

FY 2025-26



Item #16.

Summer Fleming, CGFO  
Director of Finance



# General Fund Summary



Category	Amount
Revenues	\$10,972,053
Expenditures	(\$10,251,837)
Operating surplus/(deficit)	\$720,216
Net transfer (to)/from Equipment Replacement Fund	(\$226,365)
Transfer (to)/from Strategic Projects Fund	(\$)
Capital Outlay	(\$234,103)
Total surplus/(deficit)	\$259,748

# Fund Balance Summary



Category	FY 2024-25 Ending	FY 2025-26 Budget	FY 2025-26 Ending
Court Technology	\$14,884	(\$1,125)	13,759
Court Security	18,031	(1,750)	16,281
Public Safety	64,702	(29,700)	35,002
Other Restricted	33,034	5,850	38,884
Non-spendable	85,344	-	85,344
Tree Mitigation	100,000	(42,850)	57,150
Operating Reserve	4,848,119	275,024	5,123,144
Unallocated	2,513,495	54,299	2,567,794
<b>Total Fund Balance</b>	<b>\$7,677,609</b>	<b>\$259,748</b>	<b>\$7,937,358</b>



# FY 2025-26 Proposed Budget

Finance



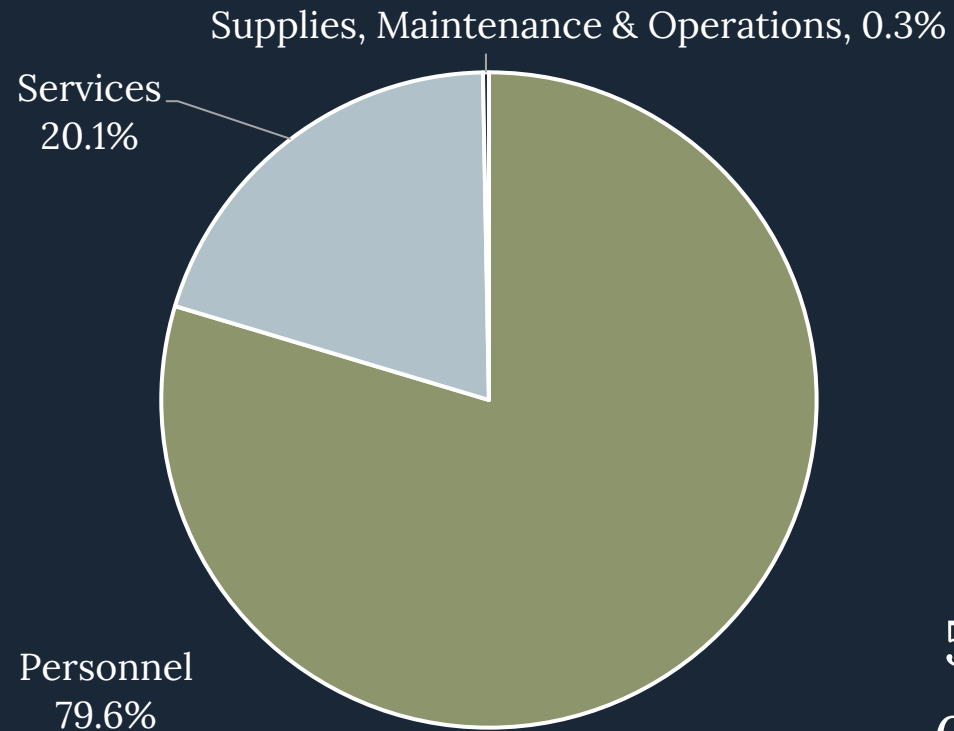
Item #16.

Summer Fleming, CGFO  
Director of Finance

# Proposed FY 2025-26 Budget: \$770,460

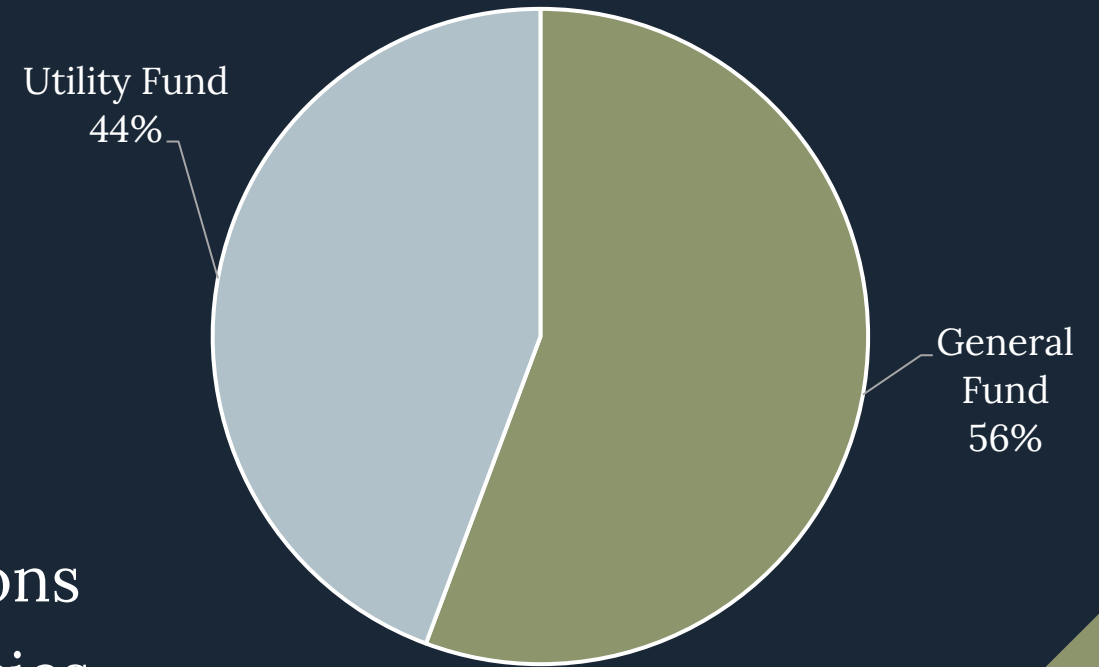


## Budget by Category



5 positions  
0 vacancies

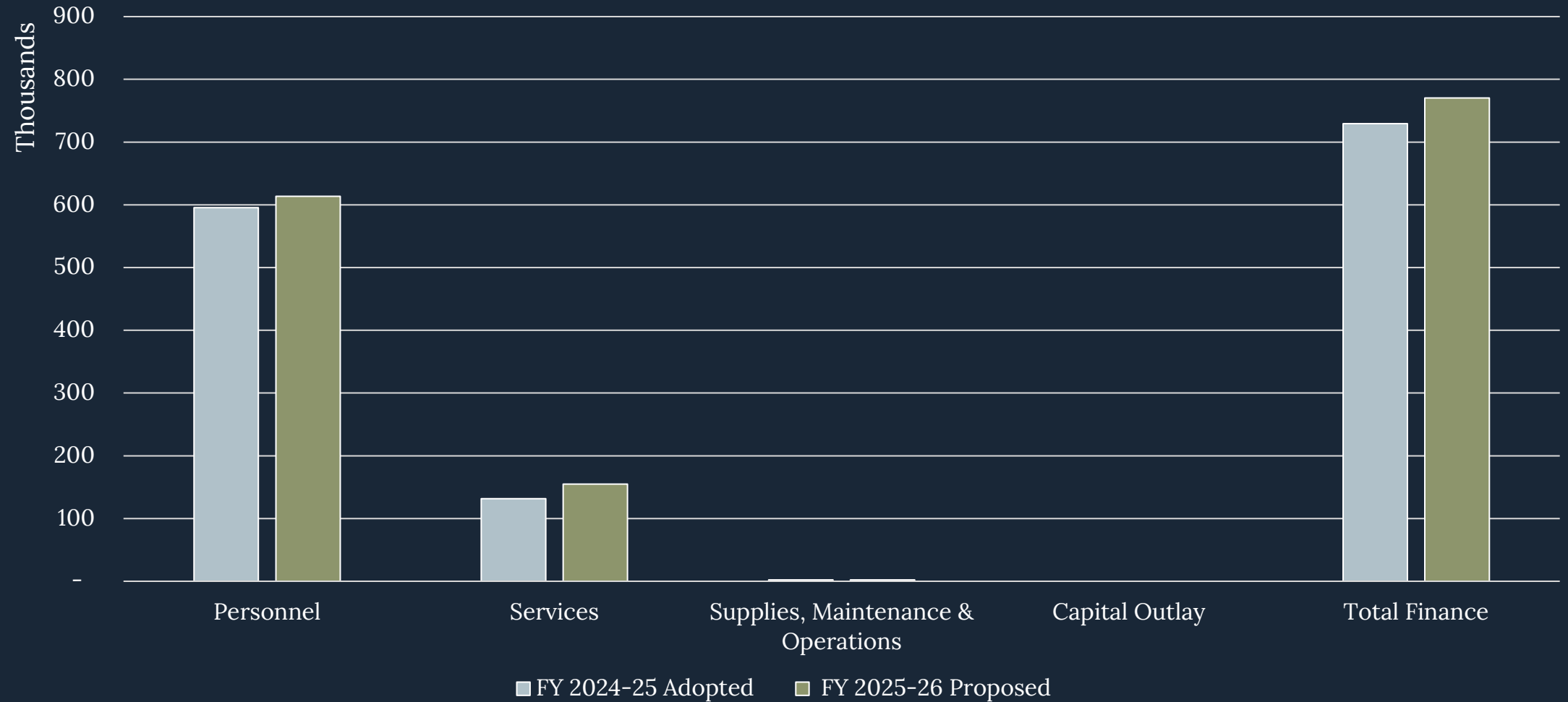
## Budget by Fund



# Changes to the Budget



Item #16.



# Budget Highlights



- Includes an increase of \$4,100 in appraisal district fees, \$5,000 in investment firm fees, and \$2,250 in debt disclosure reporting fees



# FY 2025-26

## Proposed Budget

Non-Departmental/Shared



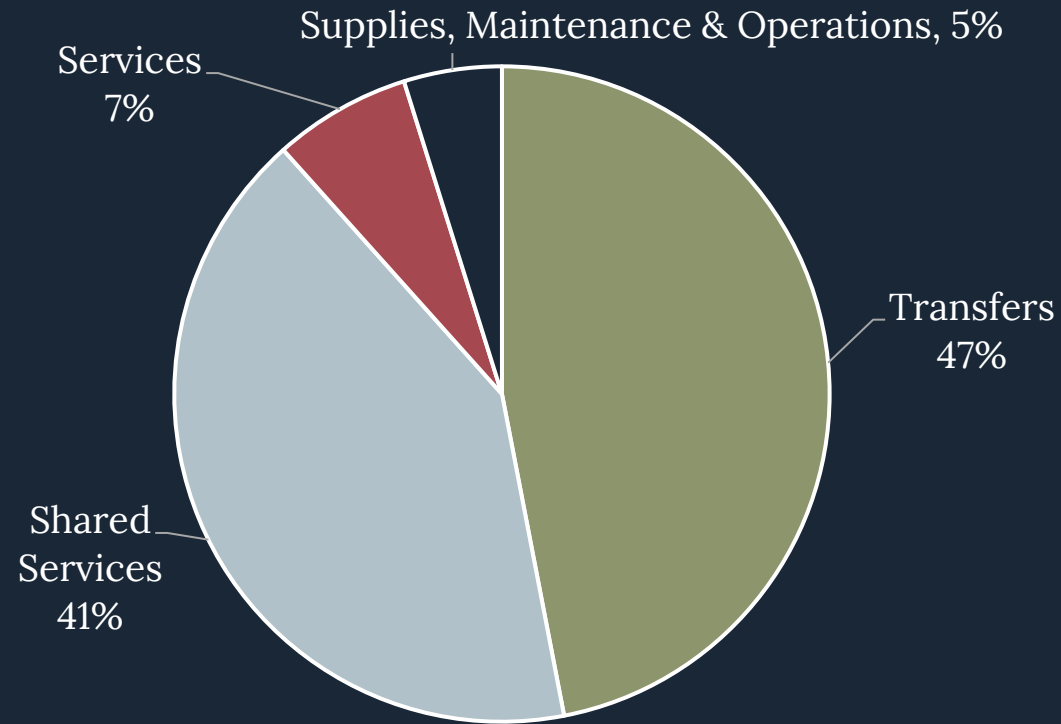
Summer Fleming, CGFO

Director of Finance

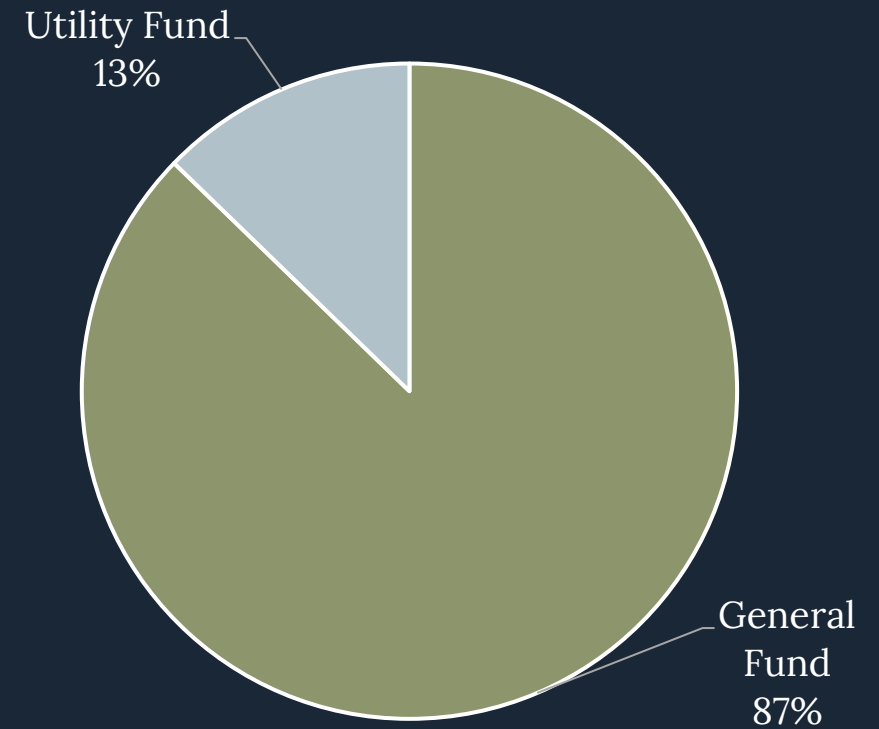
# Proposed FY 2025-26 Budget: \$765,537



## Budget by Category

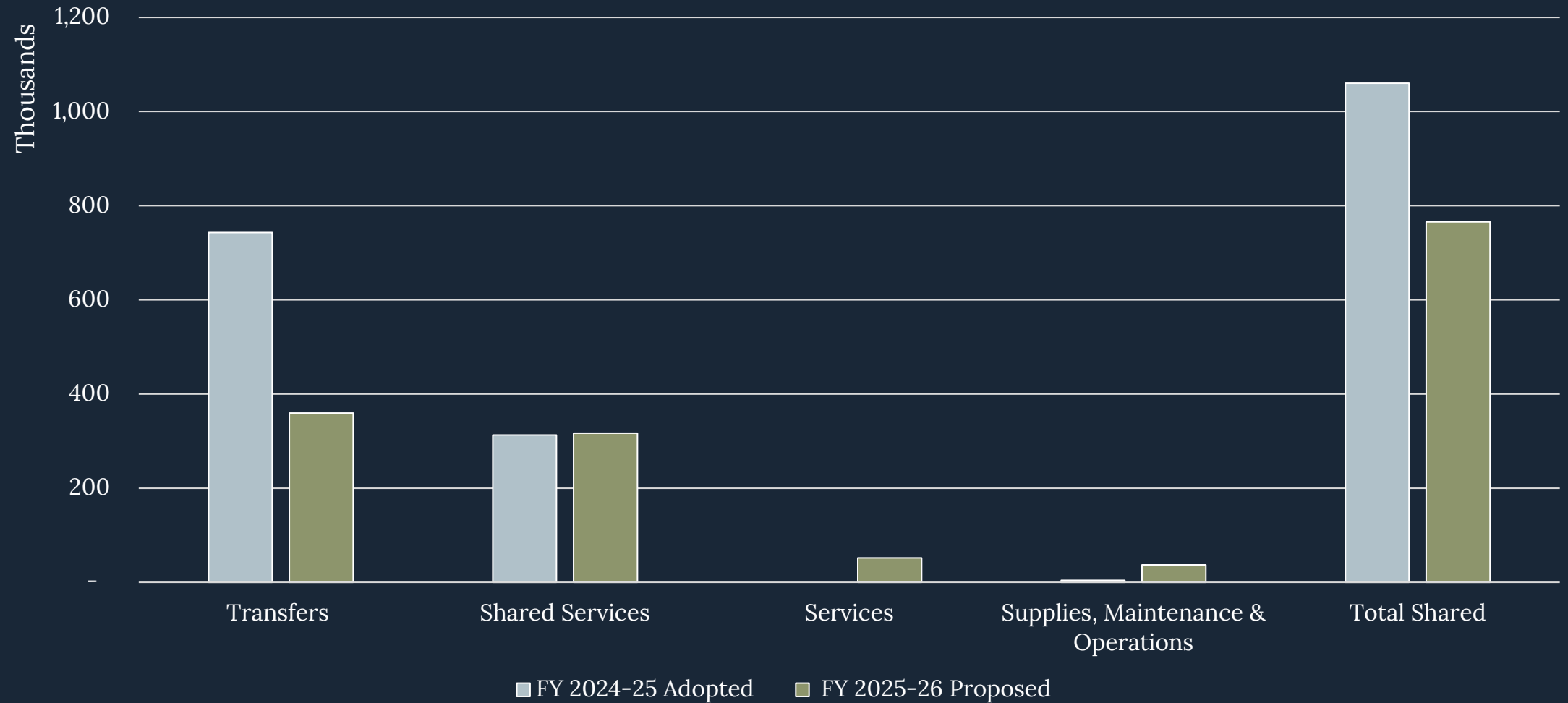


## Budget by Fund





# Changes to the Budget



# Budget Highlights

- Includes a \$383,638 decrease in transfers to other funds
- Includes an increase in Supplies, Maintenance and Operations of \$29,098 for new carpet in the Public Safety training room and new ID badge readers for the Public Safety building
- Includes a new professional services budget of \$52,000 with funds for annual City events: 4<sup>th</sup> of July, State of the City and Christmas on The Ranch



FY 2025-26

# Proposed Budget

City Secretary



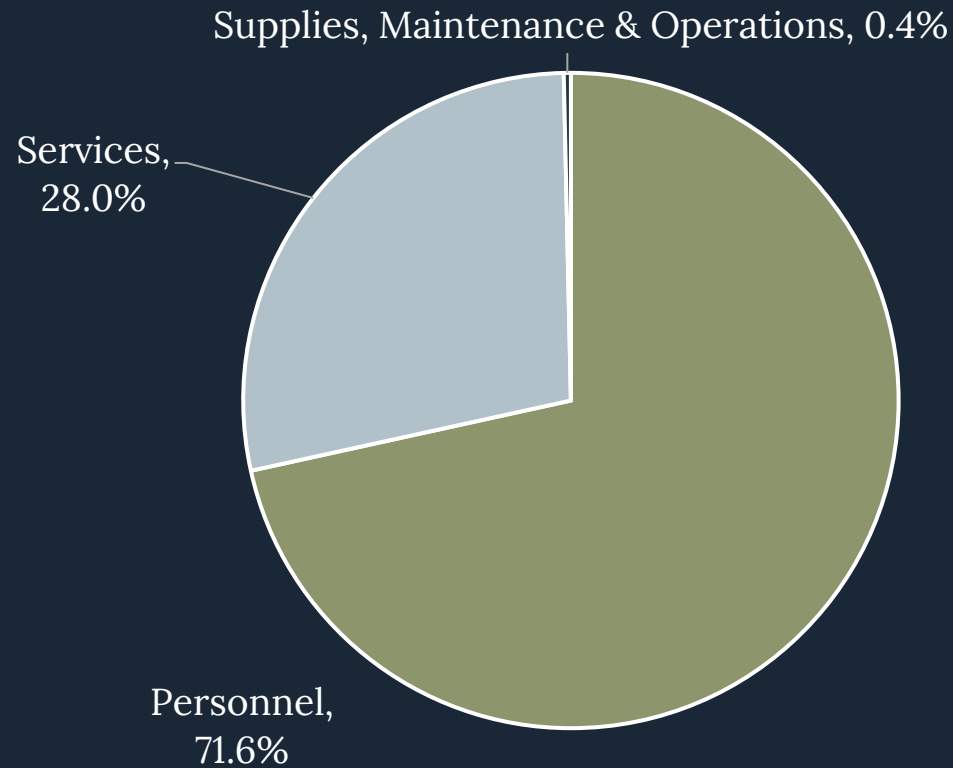
Christina Picioccio, TRMC

City Secretary

# Proposed FY 2025-26 Budget: \$327,652

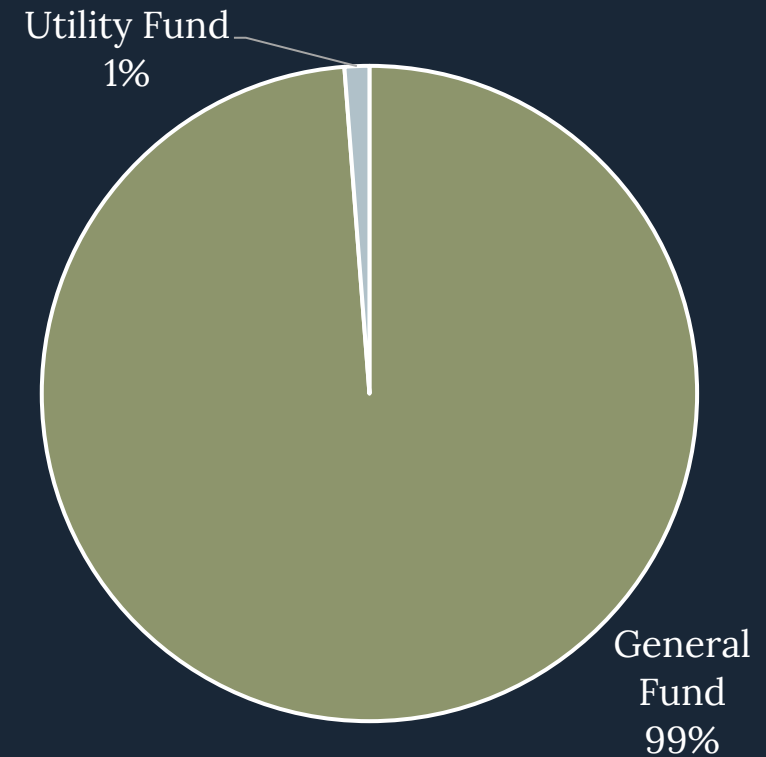


## Budget by Category

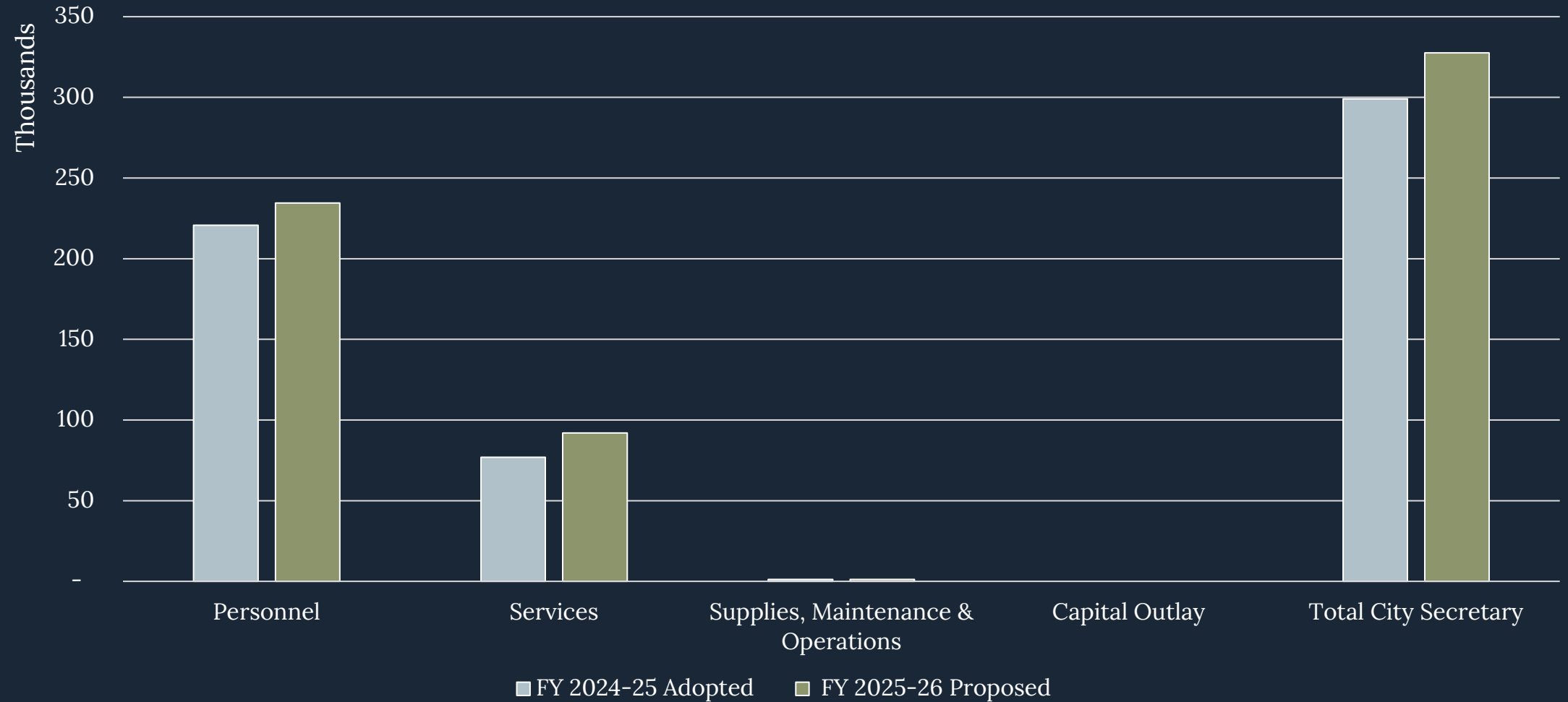


2 positions  
0 vacancies

## Budget by Fund



# Changes to the Budget



# Budget Highlights



- Professional services includes \$12,449 for a recodification contract and UDC codification services



FY 2025-26

# Proposed Budget

Administration

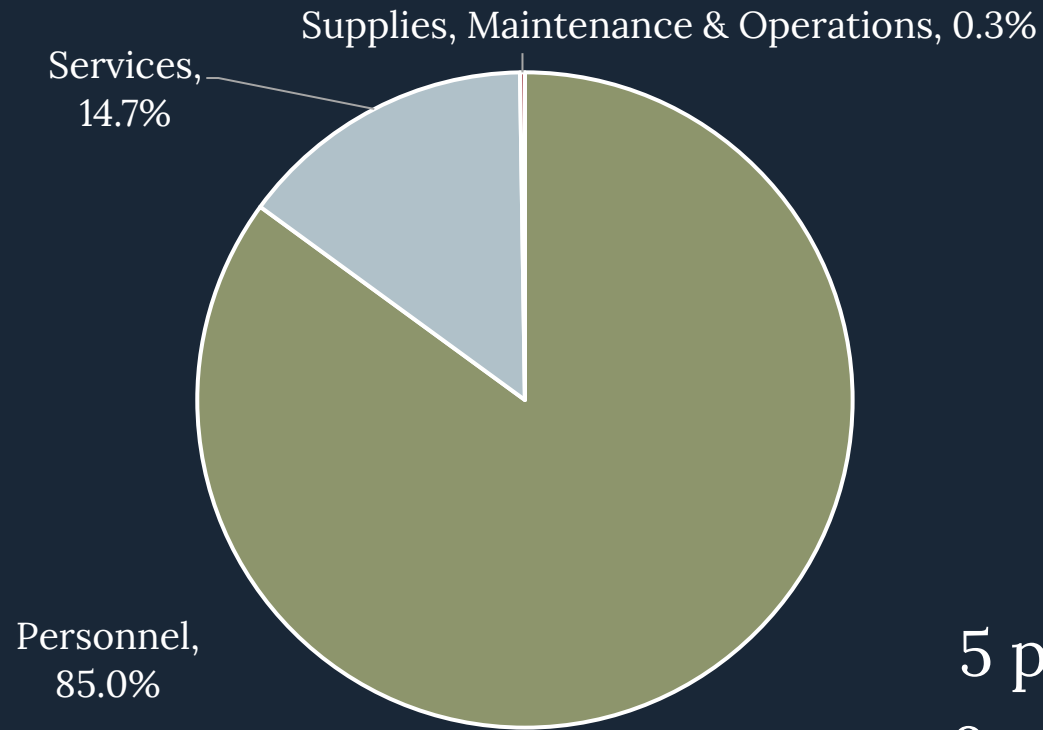


Jim Williams, MBA, ICMA-CM  
Assistant City Manager

# Proposed FY 2025-26 Budget: \$940,814

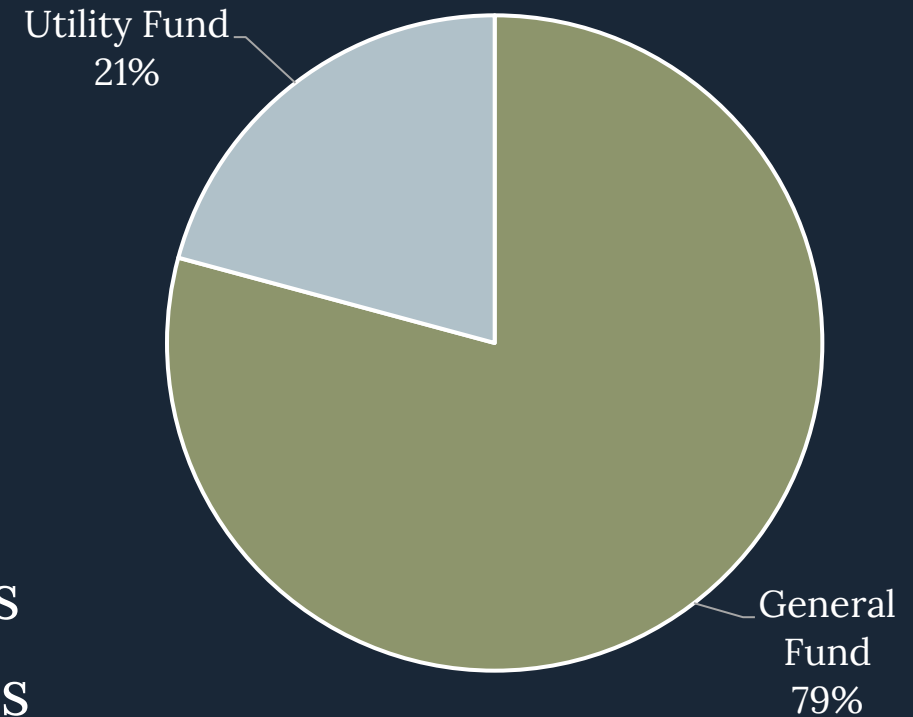


## Budget by Category



5 positions  
0 vacancies

## Budget by Fund

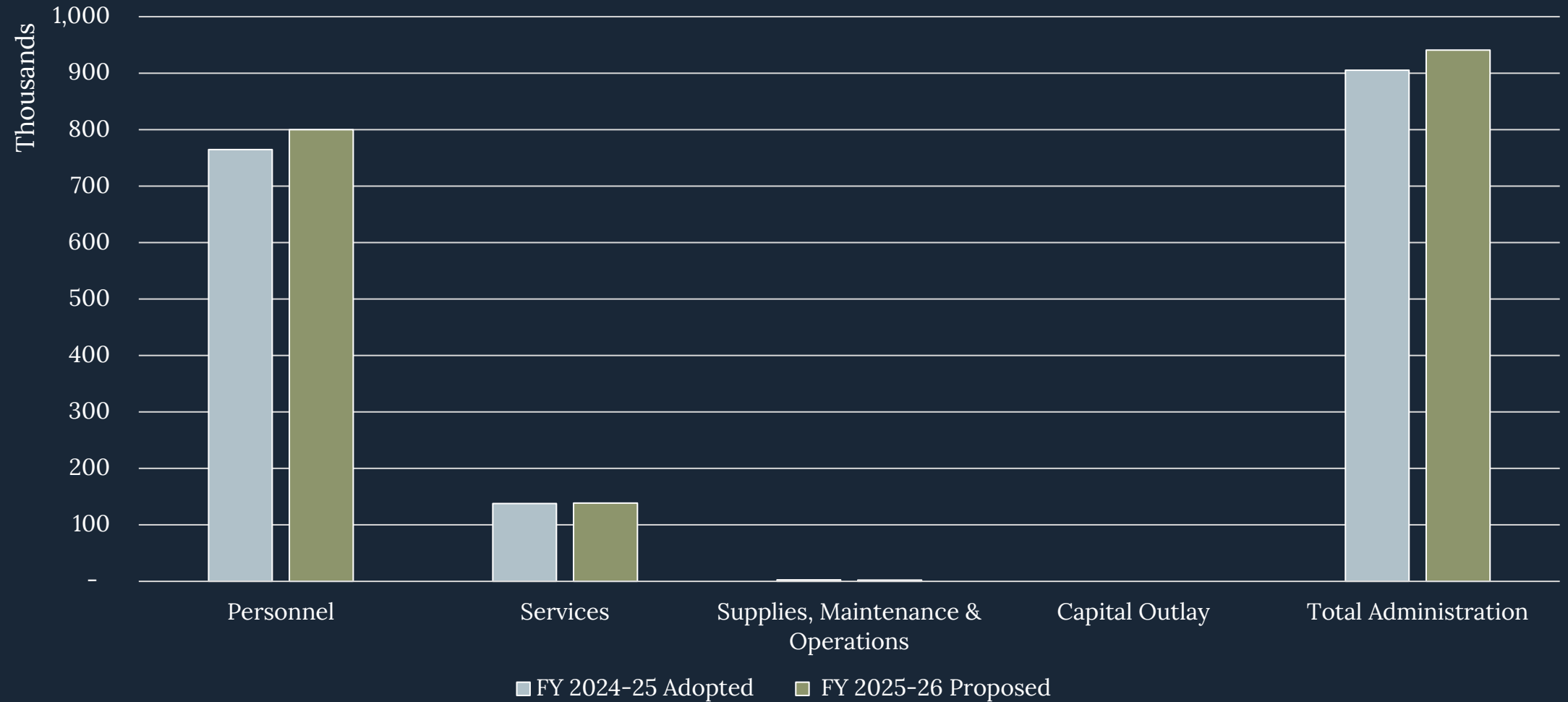




# Changes to the Budget



Item #16.



# Budget Highlights



- No significant changes to the budget

# Communications

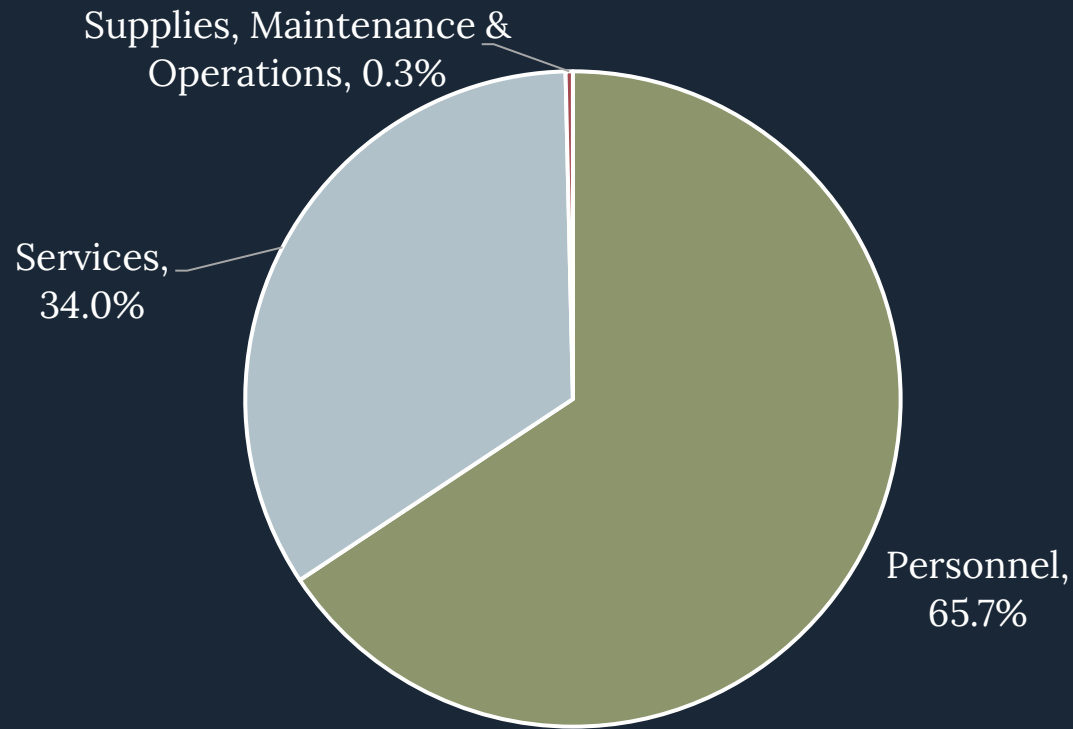
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# Proposed FY 2025-26 Budget: \$152,799

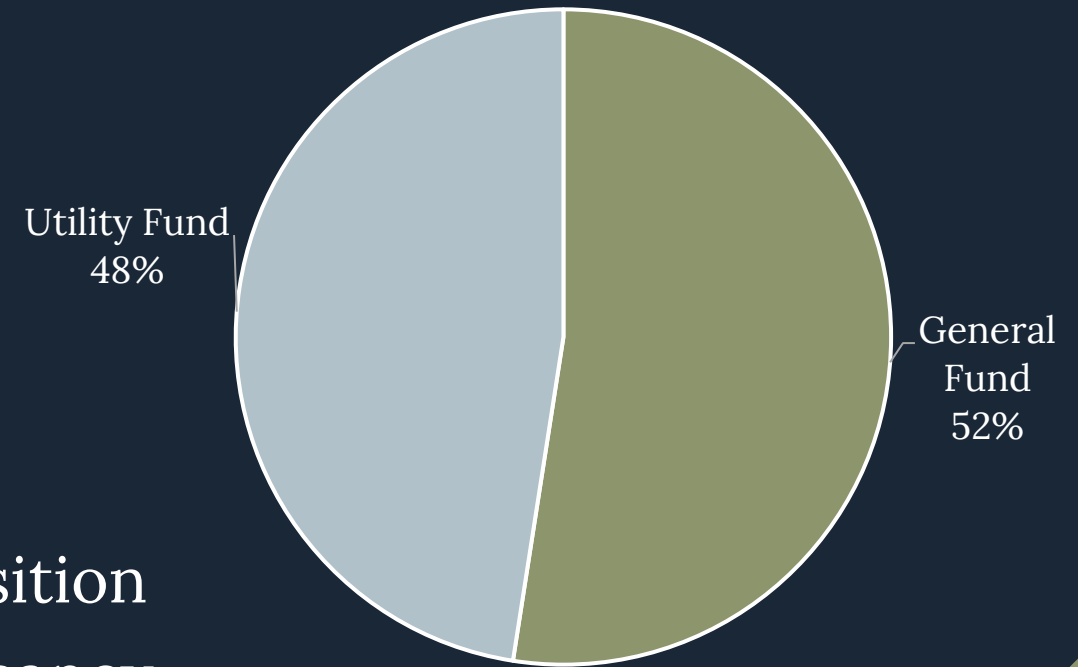


## Budget by Category



1 position  
0 vacancy

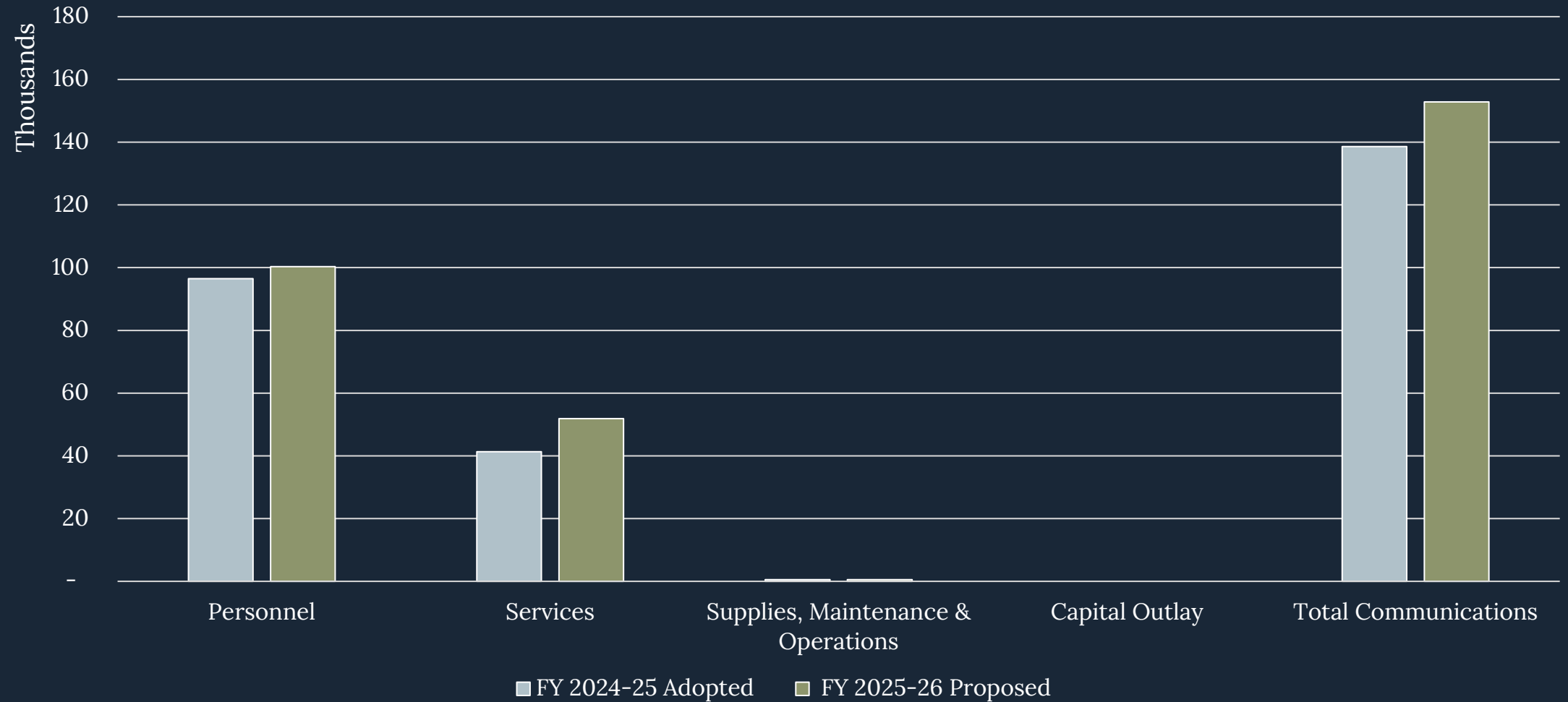
## Budget by Fund



# Changes to the Budget



Item #16.



# Budget Highlights

- Beginning FY 2025-26 Communications will be a standalone department
- \$10,000 in the professional services budget for new software - Zen City social media aggregator (SAP 5.2.9)



FY 2025-26

# Proposed Budget

Human Resources



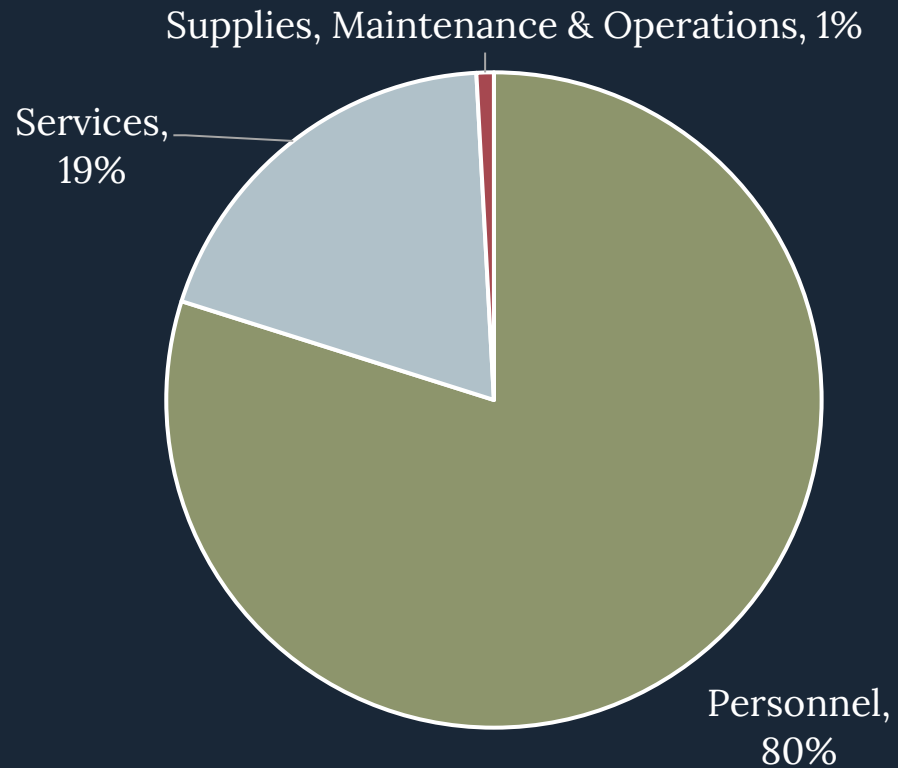
Item #16.

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

# Proposed FY 2025-26 Budget: \$332,635

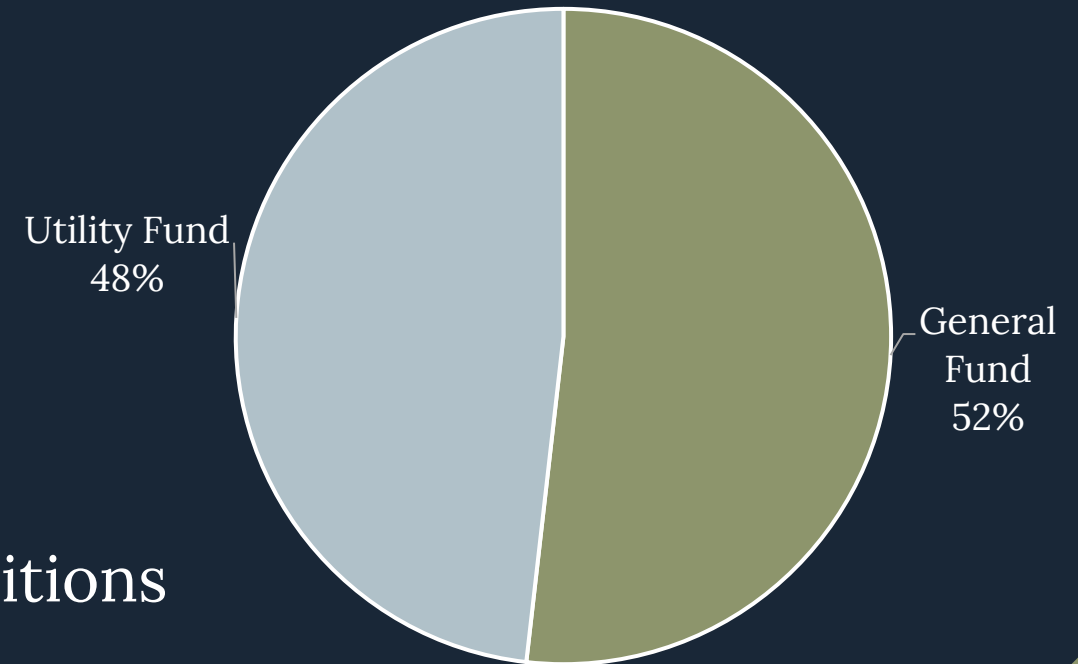


## Budget by Category



2 positions  
0 vacancy

## Budget by Fund

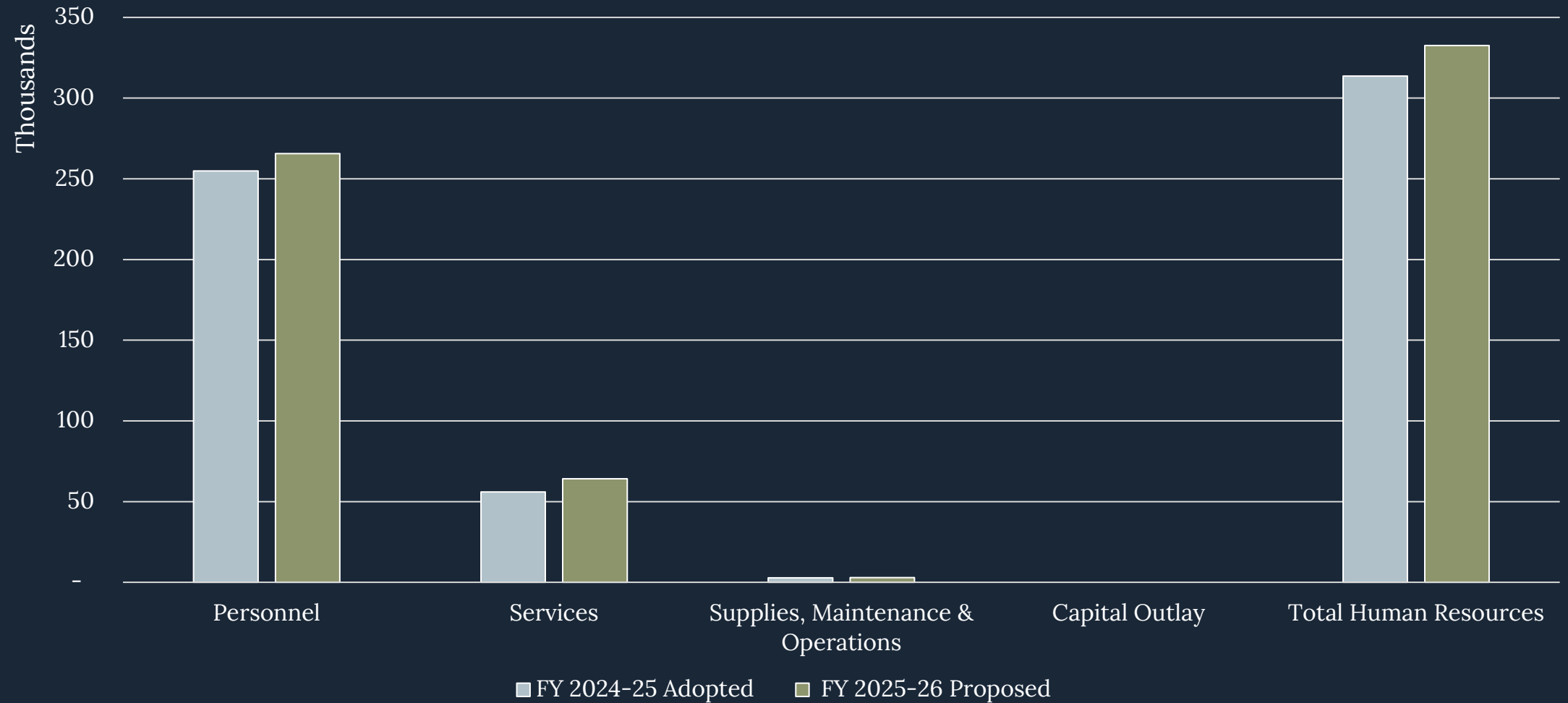




# Changes to the Budget



Item #16.



# Budget Highlights



- Communications expenditures moved to standalone department beginning FY 2025-26
- Increase of \$6,000 in professional services for the addition of retirement investment services



FY 2025-26

# Proposed Budget

Information Technology



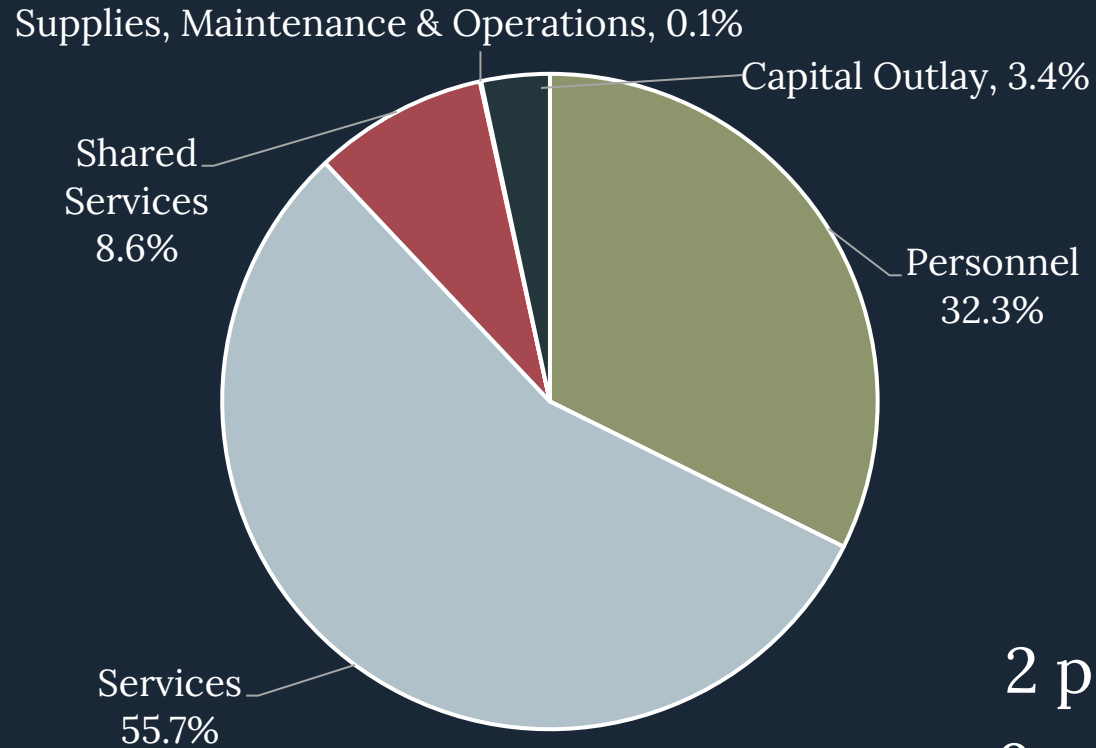
Brian LeJeune

IT Manager

# Proposed FY 2025-26 Budget: \$801,168

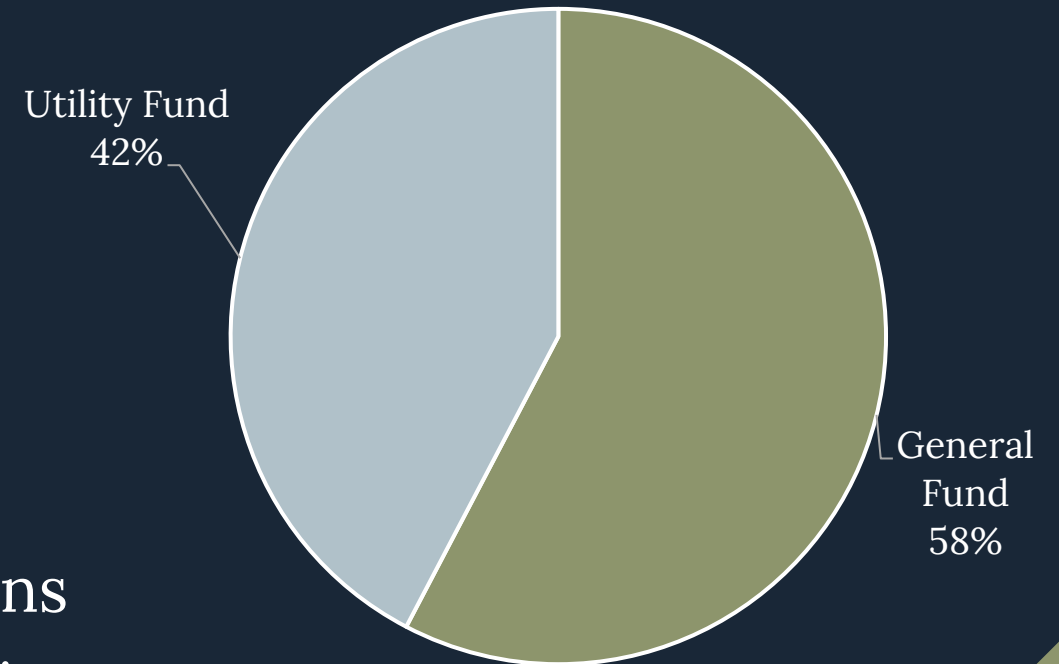


## Budget by Category



2 positions  
0 vacancies

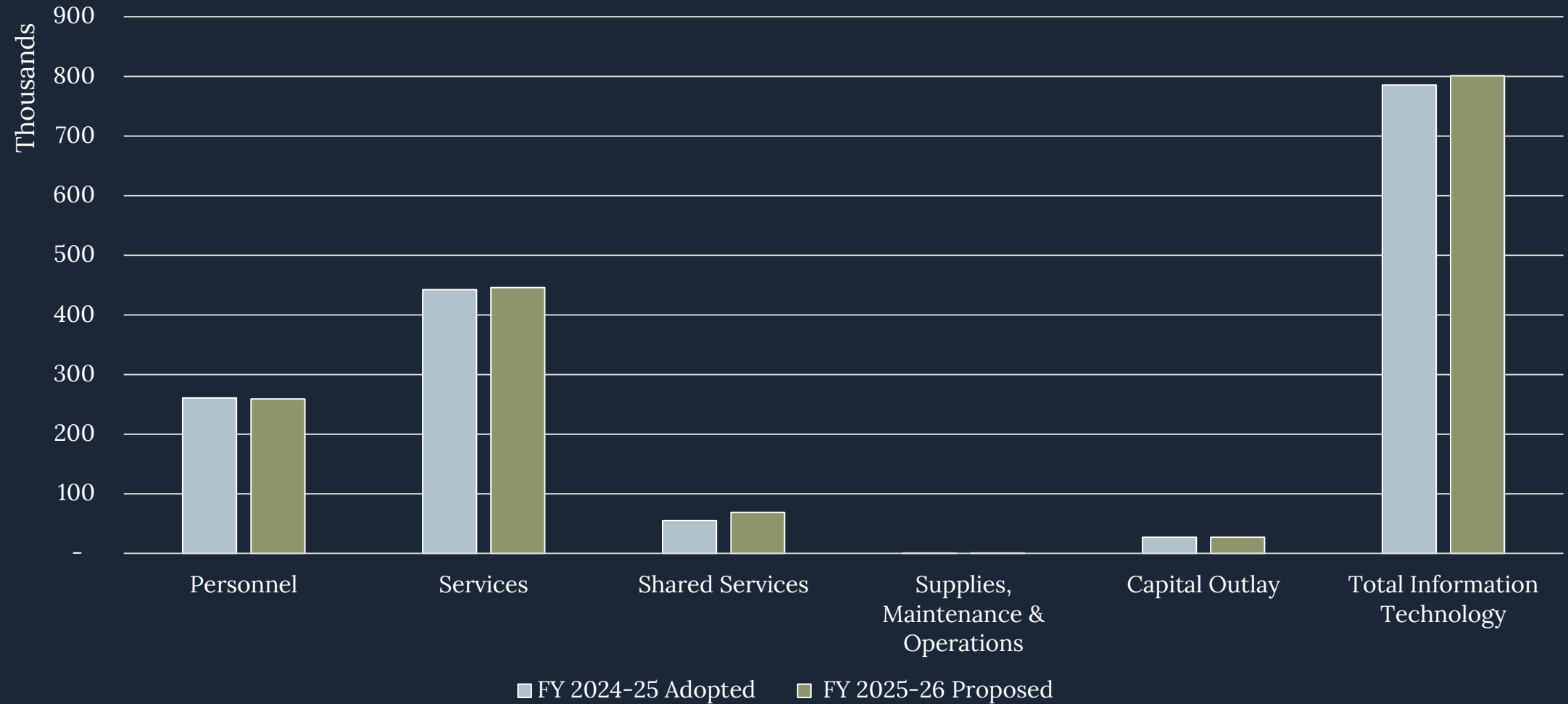
## Budget by Fund



# Changes to the Budget



Item #16.



# Budget Highlights



- Includes a \$14,500 increase in shared services for new Public Safety cell phone service
- Includes \$27,000 for annual workstation replacement