

CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, September 18, 2025 at 6:30 PM

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

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

AGENDA

OPEN MEETING

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

CITIZENS and GUEST FORUM

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

3. Citizens to be heard

PRESENTATION

4. Human Resources Professionals Day Proclamation

Gregory C. Maxton, Mayor

CONVENE INTO EXECUTIVE SESSION

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

Sec. 551.074 (Personnel Matters)

5. To conduct interviews, individually, of applicants and deliberate regarding the candidates interviewed vacancies on various boards, commissions, and committees for the City of Fair Oaks Ranch
 1. Board of Appeals
 2. Capital Improvement Advisory Committee
 3. Municipal Development District Board of Directors
 4. Planning and Zoning Commission
 5. Transportation Safety Advisory Committee
 6. Zoning Board of Adjustment

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

CONSENT AGENDA

All of the following items are considered to be routine by the City Council, there will be no separate discussion on these items and will be enacted with one motion. Items may be removed by any Council Member by making such request prior to a motion and vote

- [6.](#) Approval of the September 4, 2025 Special City Council meeting minutes

Christina Picioccio, TRMC, City Secretary

- [7.](#) Approval of the September 4, 2025 Regular City Council meeting minutes

Christina Picioccio, TRMC, City Secretary

- [8.](#) Approval of a resolution authorizing the placement of radar feedback signs at various locations throughout the City; and providing for an effective date

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

- [9.](#) Approving a resolution authorizing the City Manager to execute an Interlocal Agreement and all applicable documents for the use of an animal control facility between the City of Fair Oaks Ranch and the City of Boerne, and to expend funds as established in the agreement

Todd Smith, Chief of Police

- [10.](#) Approval of a resolution authorizing the execution of an agreement with the Lower Colorado River Authority for radio services and equipment

Clayton Hoelscher, Procurement Manager

- [11.](#) Approval of a resolution authorizing the execution of an agreement with Patti Engineering, Inc. for Supervisory Control and Data Acquisition (SCADA) support services, expenditure of the required funds, and execution of all applicable documents by the City Manager

Clayton Hoelscher, Procurement Manager

- [12.](#) Approval of a resolution authorizing participation in a national opioid settlement

Summer Fleming, CGFO, Director of Finance

- [13.](#) Approval of Council Member Stroup's absence from the September 18, 2025 Regular City Council meeting

Emily Stroup, Council Member Place 1

CONSIDERATION/DISCUSSION ITEMS

- [14.](#) Consideration and possible action approving the second reading of an ordinance adopting the City budget for fiscal year beginning October 1, 2025, and ending September 30, 2026

Summer Fleming, CGFO, Director of Finance

15. Consideration and possible action approving the second reading of an ordinance levying a property tax rate of 28.53 cents per \$100 taxable valuation on property in the City of Fair Oaks Ranch for tax year 2025; determining due and delinquent dates; and providing an effective date

Summer Fleming, CGFO, Director of Finance

16. Consideration and possible action approving a resolution ratifying the recently adopted budget for FY 2025-26 that contains a property tax rate that raises more total property taxes than the previous year

Summer Fleming, CGFO, Director of Finance

17. Consideration and possible action approving a resolution authorizing the use of electronic bidding in accordance with the Texas Local Government Code

Clayton Hoelscher, Procurement Manager

18. Consideration and possible action approving a resolution repealing Resolutions 2024-60, 2024-61 and 2025-22, rescinding approval of the Utility Services Agreement between the City of Fair Oaks Ranch, Texas and AD Acquisitions, LLC regarding water and wastewater services for a 80.69-acre parcel of land at 29850 Ralph Fair Road, a portion of the Corley Tract, authorizing the City Manager to proceed with the Dietz Elkhorn (East) Reconstruction Project, and providing for an effective date

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

19. Consideration and possible action approving a resolution to appoint a member to fill a place on the City of Fair Oaks Ranch Building Codes Board of Appeals

Christina Picioccio, TRMC, City Secretary

20. Consideration and possible action approving a resolution to appoint members to fill places on the City of Fair Oaks Ranch Capital Improvement Advisory Committee

Christina Picioccio, TRMC, City Secretary

21. Consideration and possible action approving a resolution to appoint members to fill places on the City of Fair Oaks Ranch Municipal Development District Board of Directors

Christina Picioccio, TRMC, City Secretary

22. Consideration and possible action approving a resolution to appoint a member to fill Place 6 on the City of Fair Oaks Ranch Planning and Zoning Commission

Christina Picioccio, TRMC, City Secretary

23. Consideration and possible action approving a resolution to appoint members to fill places on the Transportation Safety Advisory Committee

Christina Picioccio, TRMC, City Secretary

- [24.](#) Consideration and possible action approving a resolution to appoint members to fill places on the Zoning Board of Adjustment

Christina Picioccio, TRMC, City Secretary

- [25.](#) Consideration and possible action approving a resolution adopting the FY 2025-26 pay schedule for General Government and Public Safety employees

Joanna Merrill, PSHRA-SCP, Director of Human Resources

REQUESTS AND ANNOUNCEMENTS

- 26. Announcements and reports by Mayor and Council Members
- 27. Announcements by the City Manager
- 28. Requests by Mayor and Council Members that items be placed on a future City Council agenda

CONVENE INTO EXECUTIVE SESSION

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

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

- 29. Discussion on legal requirements necessary to contract for Fire and Emergency Medical Services

Sec. 551.074 (Personnel Matters)

- 30. To perform the annual evaluation of the City Secretary

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

Signature of Agenda Approval: s/Gregory C. Maxton

Gregory C. Maxton, Mayor

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

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, September 12, 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).

Proclamation

The City of Fair Oaks Ranch

Office of the Mayor

WHEREAS, the Human Resources Department works hard each day to ensure that the City of Fair Oaks Ranch is staffed with high quality employees and that those employees have a good environment in which to work; and,

WHEREAS, the Human Resources Department is instrumental in recruiting, selecting, resourcing, and retaining quality; and,

WHEREAS, the Human Resources Department plays a key role in fostering satisfaction and loyalty among employees by allowing for professional growth and development and keeping employees informed about policies, working conditions, compensation, and benefits; and,

WHEREAS, the Human Resources Department monitors and manages current and future workforce trends, organizational culture, legal and legislative trends, and ethical and social responsibility; and,

WHEREAS, the Human Resources Department is an important part of City leadership and is vital to the overall productivity and efficiency of Fair Oaks Ranch's workforce; and,

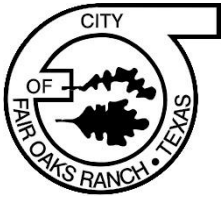
WHEREAS, the Human Resources Department is a valued and respected department that sustains the City's most important asset—its people.

NOW, THEREFORE, I, Gregory C. Maxton, Mayor of the City of Fair Oaks Ranch, do hereby designate September 26, 2025, as Human Resources Professional Day. I urge all citizens to express their appreciation to our human resources team members for their dedication and commitment to Fair Oaks Ranch's employees and residents.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Fair Oaks Ranch to be affixed this 18th day of September 2025.

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC
City Secretary



CITY OF FAIR OAKS RANCH
CITY COUNCIL SPECIAL MEETING

Thursday, September 04, 2025 at 3:00 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 3:00 PM.

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

CITIZENS and GUEST FORUM

3. Citizens to be heard – None.

CONVENE INTO EXECUTIVE SESSION

City Council convened into closed session at 3:02 PM regarding:

Sec. 551.074 (Personnel Matters)

4. To conduct interviews, individually, of applicants for vacancies on various boards, commissions, and committees for the City of Fair Oaks Ranch

RECONVENE INTO OPEN SESSION

Mayor Maxton reconvened the meeting into Open Session at 5:08 PM. No action was taken.

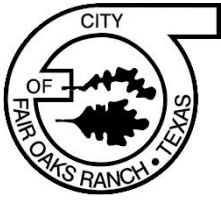
ADJOURNMENT

Mayor Maxton adjourned the meeting at 5:08 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, September 04, 2025 at 6:30 PM

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

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

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

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

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

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

CITIZENS and GUEST FORUM

3. Citizens to be heard.

Resident Harold Prasatik asked Council to delay action on the Fair Oaks Parkway and Front Gate intersection until a full analysis is completed.

Resident Steve Browne asked the City to establish a rainwater harvesting rebate program for citizens utilizing MDD funds.

Ryan Schnoke, resident and Front Gate HOA Board Member, thanked the Council for conducting the left-turn study and asked Council to consider a larger investment into a full left-turn. He noted that Front Gate residents would still appreciate a hybrid option if a full lane is not possible.

PRESENTATIONS

4. IT Professionals Day Proclamation

Mayor Maxton presented an IT Professionals Day Proclamation to the City's IT Department staff members.

CONSENT AGENDA

5. Approval of the August 21, 2025 Regular City Council meeting minutes

6. Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas amending the Comprehensive Plan to change the land use classification from Rural Residential (RR) to Neighborhood Residential (NR) for approximately 344.6 acres generally located north of the intersection of Rolling Acres Trail and Ammann Road and bordered by Ammann Road to the south and west

7. **Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas designating the zoning district for approximately 344.6 acres generally located north of the intersection of Rolling Acres Trail and Ammann Road and bordered by Ammann Road to the south and west as Neighborhood Residential (NR)**
8. **Approval of the second 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 +/- 2.923-acre tract of land located at 329 Ammann Road, Kendall County**
9. **Approval of a resolution amending Resolution No. 2023-46 to affirm the status of donations received for the Dietz Elkhorn Sidewalk Project and direct the donation from SA Front Gate, LLC and its affiliates donation to be deposited into the Tree Mitigation Fund for tree mitigation purposes**
10. **Approval of Council Member Stroup's absence from the July 17, 2025 Regular City Council meeting**

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

VOTE: 7 - 0; Motion Passed.

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 Memorandum of Understanding between the City of Fair Oaks Ranch and the Fair Oaks Ranch Homeowners Association for conducting multiple patriotic celebrations and a Veterans Day event at the Peace Tree on Fair Oaks Parkway and other provisions; repealing the 2021 Memorandum of Understanding and Subsequent Amendment; providing for an effective date; and authorizing the City Manager to execute the Memorandum**

MOTION: Made by Council Member Swarek, seconded by Council Member Rhoden, to approve a resolution approving a Memorandum of Understanding between the City of Fair Oaks Ranch and the Fair Oaks Ranch Homeowners Association for conducting multiple patriotic celebrations and a Veterans Day event at the Peace Tree on Fair Oaks Parkway and other provisions; and repealing the 2021 Memorandum of Understanding and Subsequent Amendment.

VOTE: 7 - 0; Motion Passed.

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

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

VOTE: 7 - 0; Motion Passed.

WORKSHOP**13. Summary of the Unified Development Code Policy Amendments**

City Planner Jessica Relucio led a workshop reviewing the proposed amendments to the Unified Development Code and provided background on the review process leading to the final draft. She noted that following upcoming public hearings, Council will consider an ordinance adopting the UDC amendments in October.

14. Left-turn lane analysis for the Fair Oaks Parkway and Front Gate intersection

Director of Public Works & Engineering Services Grant Watanabe presented the results of a left-turn analysis. Following discussion, the Council accepted staff's recommendation to pursue a hybrid left-turn lane at the intersection.

REQUESTS AND ANNOUNCEMENTS**15. Announcements and reports by Mayor and Council Members**

Council Member Rhoden announced the birth of his eighth grandchild earlier in the day. Council Member Stroup wished her son, Sparky, a happy birthday. Mayor Maxton announced that Council will hold a special meeting on September 15, 2025, to conduct public hearings on the FY 2025-26 budget and tax rate, followed by consideration of the first reading of ordinances adopting both. Second readings are scheduled for the regular meeting on September 18, 2025. The Mayor also reminded everyone to join the Fair Oaks Ranch Police Department for their Puptember event Saturday, September 6, 2025 from 9:00 AM – 11:00 AM. The event is an opportunity to register dogs and cats, get vaccinations, and microchips. Lastly, Mayor Maxton invited residents to join FORHA for their 50th Anniversary celebration on Saturday and congratulated the organization for 50 years of volunteerism.

16. Announcements by the City Manager

None.

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

Council Member Rhoden asked Council to consider a Parkway Beautification Committee to consist of council members and residents.

CONVENE INTO EXECUTIVE SESSION

City Council convened into closed session at 8:25 PM regarding:

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

18. Discussion on legal requirements necessary to contract for Fire and Emergency Medical Services

City Council did not convene into closed session regarding:

Sec. 551.074 (Personnel Matters)

19. To perform the annual evaluation of the City Manager

RECONVENE INTO OPEN SESSION

Mayor Maxton reconvened the meeting into Open Session at 9:21 PM.

- 20. Consideration and possible action approving a resolution authorizing the City Manager to execute an Interlocal Agreement with Bexar County Emergency Services District No. 4 for Fire, First Response, and Emergency Medical Services (EMS)**

MOTION: Made by Council Member Swarek, seconded by Council Member Olvera, to approve a resolution authorizing the Mayor and/or the City Manager to execute an Interlocal Agreement for Fire and EMS Services with Bexar County Emergency Services District No. 4.

VOTE: 7 - 0; Motion Passed.

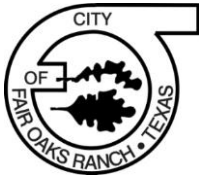
ADJOURNMENT

Mayor Maxton adjourned the meeting at 9:57 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing the placement of radar feedback signs at various locations throughout the City; and providing for an effective date

DATE: September 18, 2025

DEPARTMENT: Public Works

PRESENTED BY: Consent Item: Grant Watanabe, P.E., Director of Public Works and Engineering Services

INTRODUCTION/BACKGROUND:

Radar feedback signs are interactive devices that display the speed of approaching vehicles using built-in speed detection technology. These signs aim to improve roadway safety by encouraging drivers to reduce speed when they exceed posted limits. Recognized as reliable, cost-effective traffic calming tools, radar feedback signs have been successfully implemented in various locations.

On February 20, 2025, during a workshop regarding Transportation Safety Advisory Committee (TSAC) recommendations, City Council directed staff to develop a prioritized list of potential radar feedback sign locations.

On May 1, 2025, the City Council approved a resolution authorizing the installation of radar feedback signs on Dietz Elkhorn Road (West) near the Noble Lark Drive intersection.

During the FY 2025–26 General Fund Public Works Budget Workshop on June 5, 2025, staff presented the requested list (**Exhibit A**), prioritizing locations based on the highest frequency of traffic stops, warnings, and citations as reported by the Police Department. A summary of these locations is provided below:

- No. 1: 7200-7900 Block of Dietz Elkhorn Road (temporarily excluded due to the upcoming Dietz Elkhorn Road East Reconstruction Project)
- No. 2: 8000-9000 Block of Dietz Elkhorn Road (signs already installed)
- No. 3: 8500–8700 Block of Fair Oaks Parkway
- No. 4: 31400–31500 Block of Meadow Creek Trail
- No. 5: 7200–7300 Block of Pimlico Lane

Several other locations were added to the list based on TSAC and resident input:

- No. 6: Dietz Elkhorn Road and Old Fredericksburg Road Intersection
- No. 7: Fair Oaks Parkway and Front Gate Intersection
- No. 8: Keeneland Drive, Battle Intense and Venturer Intersection

The City Council supported moving forward with installations at locations No. 3, 4, 5, 6 and 7.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 3.4 Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives of the Strategic Action Plan.
- Demonstrates responsiveness to resident traffic safety concerns and TSAC recommendations .

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City purchased three pairs of solar-powered radar feedback signs in FY 2024-25 at a cost of \$18,900 and has appropriated \$21,000 for the purchase of three additional pairs of radar feedback signs in the FY 2025-26 budget. With one pair already installed at Location No. 2, the five remaining pairs will be deployed to location No. 3, 4, 5, 6 and 7.

LEGAL ANALYSIS:

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

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve a resolution authorizing the placement of radar feedback signs at various locations throughout the City; and providing for an effective date.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE PLACEMENT OF RADAR FEEDBACK SIGNS AT VARIOUS LOCATIONS THROUGHOUT THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, radar feedback signs are reliable, affordable and effective traffic calming devices that raise awareness of vehicle speed and increase compliance with posted speed limits, and

WHEREAS, the City purchased three pairs of radar feedback signs during FY 2024-25 and installed one pair on Dietz Elkhorn Road (West), between Fair Oaks Parkway and Noble Lark Drive, as authorized under Resolution 2025-21, and

WHEREAS, the City has appropriated funds to purchase three more pairs of radar feedback signs in the FY 2025-26 budget, and

WHEREAS, on June 5, 2025, staff presented a prioritized list of potential radar feedback sign locations to City Council based on the locations with the highest frequency of traffic stops, warnings and citations as reported by the Police Department and input from the Transportation Safety Advisory Committee and residents, and

WHEREAS, the City Council finds that the placement of additional radar feedback signs at various locations to be 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 approves the placement of radar feedback signs at the locations identified as No. 3, 4, 5, 6, and 7 as described and depicted in **Exhibit A**.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this 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 18th day of September 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 - Radar Feedback Sign Locations

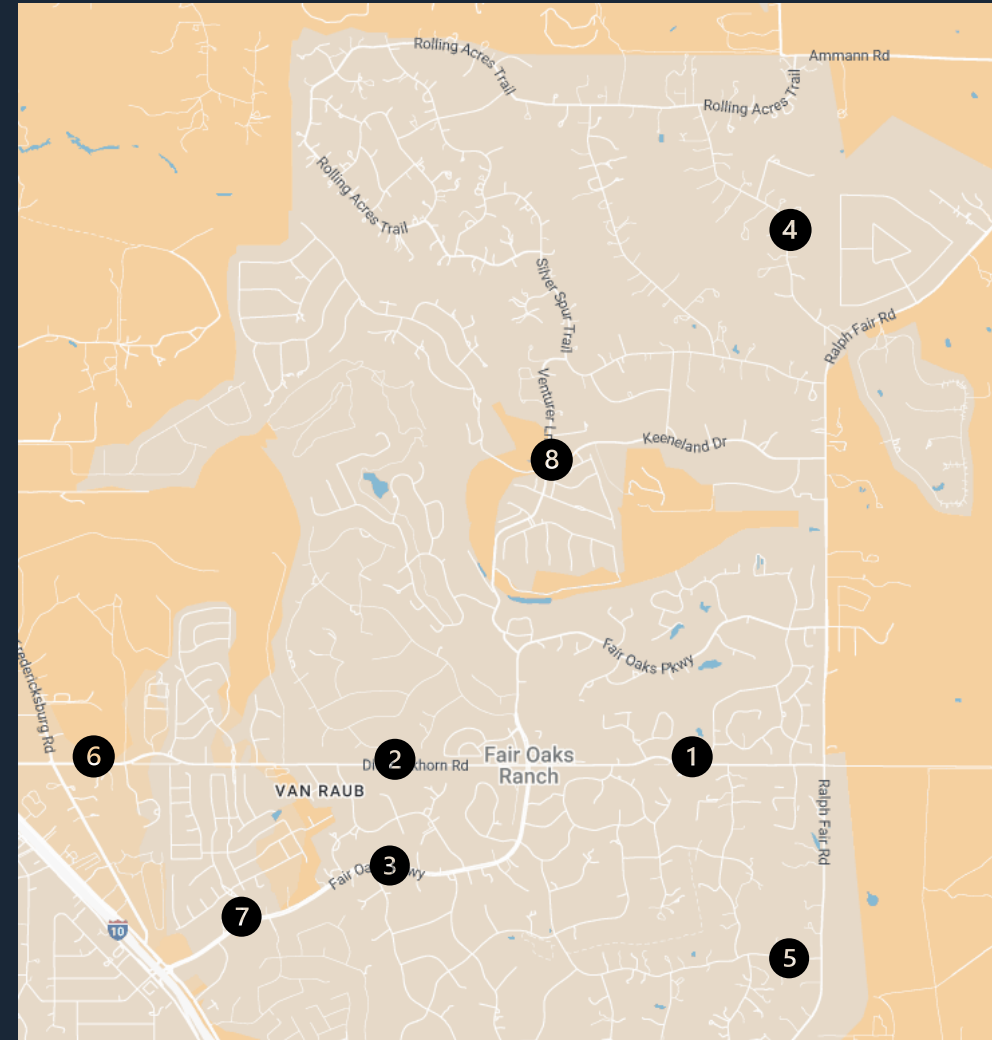


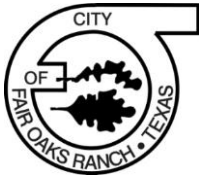
Prioritized locations based on traffic stop data (March 2022 – March 2025):

- 1) 7200-7900 Blk Dietz Elkhorn Rd (Hold)
- 2) 8000-9000 Blk Dietz Elkhorn Rd (Installed)
- 3) 8500-8700 Blk Fair Oaks Parkway
- 4) 31400-31500 Blk Meadow Creek Trail
- 5) 7200-7300 Blk Pimlico Lane

Other locations for consideration:

- 6) Dietz Elkhorn Rd/Old Fredericksburg Rd
- 7) Fair Oaks Parkway/Front Gate
- 8) Keeneland Drive/Battle Intense/Venturer





CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approving a resolution authorizing the City Manager to execute an Interlocal Agreement and all applicable documents for the use of an animal control facility between the City of Fair Oaks Ranch and the City of Boerne, and to expend funds as established in the agreement

DATE: September 18, 2025

DEPARTMENT: Police

PRESENTED BY: Consent Item: Todd Smith, Chief of Police

INTRODUCTION/BACKGROUND:

Fair Oaks Ranch Animal Services contracts annually with the City of Boerne Animal Service Facility for the use of Boerne's animal control facility. Use is limited to the boarding, releasing, and adoption services for all domestic animals (dog and cats) that are found within the jurisdiction of Fair Oaks Ranch when an owner cannot be located by the end of the day. The City of Fair Oaks Ranch does not operate an animal shelter or kennel facility that is capable of housing domestic animals overnight. Due to this limitation, the City of Fair Oaks Ranch historically has contracted with the City of Boerne to provide state-approved animal shelter services. Staff recommends that the City of Fair Oaks Ranch continue this agreement and operational arrangement with the City of Boerne for another year.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Consistent with Strategic Action Plan Pillar 4 Public Health and Safety
- Affordable annual contract delivers essential services while avoiding the higher costs of operating a State-approved facility and staffing

LONGTERM FINANCIAL & BUDGETARY IMPACT:

- Base Operational Cost: Fair Oaks Ranch will pay 10% Boerne's animal shelter operational costs (\$294,761 total), equating to \$29,476 annually or \$2,456 monthly, based on the prior year's animal intake
- Emergency Pickup Fees: Additional charges apply for emergency animal pickups - \$35/hour (daytime), \$50/hour (after hours), plus incremental half-hour charges and any necessary veterinary treatment
- These costs are accounted for in the FY 2025-26 budget

LEGAL ANALYSIS:

Legal as to form

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve a resolution authorizing the City Manager to execute an Interlocal Agreement and all applicable documents for the use of an animal control facility between the City of Fair Oaks Ranch and the City of Boerne, and to expend funds as established in the agreement.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAIR OAKS RANCH AND THE CITY OF BOERNE FOR THE USE OF THE CITY OF BOERNE ANIMAL CONTROL FACILITY, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, Texas Government Code Chapter 791 (Interlocal Cooperation Act) authorizes local governments to contract with one another and with agencies of the state to provide efficient government services, and

WHEREAS, the City of Boerne operates an animal control facility for the purpose of providing safe and humane shelter for unwanted, stray, abused or impounded animals, and

WHEREAS, the City of Fair Oaks Ranch provides animal control services, yet does not have an animal control facility, and

WHEREAS, a tentative interlocal agreement has been reached where the City of Fair Oaks Ranch will be allowed to use the City of Boerne's animal control facility, and

WHEREAS, it is in the best interest of the City of Fair Oaks Ranch to have an interlocal agreement with the City of Boerne for animal care services.

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 interlocal agreement and all applicable documents for the use of an animal control facility with the City of Boerne, as presented in **Exhibit A**, and to expend funds as established in the agreement.
- 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 18th day of September 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**LETTER OF AGREEMENT**

This Interlocal Agreement ("the Agreement") is entered into by the City of Boerne, Texas and Fair Oaks Ranch, Texas for the use of the City of Boerne Animal Control Facility.

I. RECITALS

WHEREAS, CHAPTER 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, the City of Boerne ("Boerne") is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement; and

WHEREAS, the City of Fair Oaks Ranch ("FOR") is a Home-Rule Municipal Corporation organized under the laws of the State of Texas and is authorized to enter into this Agreement; and

WHEREAS, Boerne and FOR represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, Boerne operates an Animal Control Facility located at 330 South Esser Road, Boerne, Texas 78006 (the "Facility") for the purpose of providing a safe humane shelter for unwanted, stray, abused, and impounded animals in accordance with state and city regulations in a cost-efficient and effective manner and, thereby, protecting its citizens from the dangers and problems associated with free roaming animals; and

WHEREAS, FOR currently has a need for a Facility and is not equipped to render such shelter services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both Boerne and FOR find it mutually desirable to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

II. BOERNE OBLIGATIONS

The services to be provided by Boerne to FOR are as follows:

EXHIBIT A

1. Maintain, repair, control, regulate, administer, and operate the Facility as a complete animal shelter for the use and benefit of the Parties to this Agreement.
2. Retain in custody, on a temporary basis, animals taken into possession by the Parties to this Agreement. As used herein, the term “animals” shall mean dogs and cats. Should FOR need to impound an animal other than a dog or cat, FOR will contact Boerne to see if the Facility is able to house the type of animal being brought in and verify that the Facility has the type of food needed for the animal. If Boerne does not have food for the animal, FOR will be responsible for either bringing the correct food or will be invoiced by Boerne for the purchase of specialized food. An invoice will be provided with the Monthly Report.
3. Contract for and purchase all reasonably necessary supplies, equipment, materials, and services deemed reasonably necessary to operate the Facility.
4. Emergency animal pickup by Boerne Animal Control personnel when all authorized FOR Animal Control and Law Enforcement personnel is unavailable upon authorization from the Boerne City Manager, or their designee. The Facility is not required to accept impoundment of any animal from a FOR resident.
5. On the first day of each month, the Boerne Animal Control Department will compile a report of all FOR animals impounded at the facility during the preceding month and shall provide the report to FOR no later than the 10th day of each month.

III. FOR Obligations

1. FOR agrees and understands that the only person(s) authorized to bring an animal impounded from FOR to the Facility shall be a FOR Law Enforcement Officer or a FOR Animal Control Officer. In no event will the Facility accept any animal for impoundment from a FOR resident.
2. FOR agrees and understands that no animal impounded from FOR shall be released from the Facility to the owner of the animal without direction from FOR.
3. If a FOR animal is in need of reasonable medical attention, FOR agrees and understands that such FOR animal must be taken to a veterinary hospital by a FOR agent prior to bringing the FOR animal to the Facility. Boerne is under no obligation to impound an animal that it deems in need of medical attention, such determination is in the sole discretion of the Boerne Animal Control Officer[s].
4. Should any FOR animal need medical attention while impounded at the Facility, such cost for veterinary treatment shall be borne solely by FOR.
5. If a FOR animal is declared a ward of the Court due to abuse or neglect, the FOR animal must first be taken to a veterinary hospital for a complete medical examination prior to impoundment at the Facility.

EXHIBIT A

6. FOR will create standards for the procedures desired to be implemented by Boerne concerning the length of time any FOR animal is impounded at the Facility. Such FOR created standards will include the length of time the FOR animal will be impounded before being available for adoption or humanely euthanized. After the holding period prescribed by the FOR standards, FOR shall surrender the animal to Boerne for a surrender fee of \$10.00. FOR is responsible to forward an Animal Surrender Notice to the COB at the end of the prescribed holding period. If FOR has not furnished COB an Animal Surrender Notice by Noon on the day following the end of the prescribed holding period, COB will assess a boarding fee of \$10.00 for each day FOR is delinquent in forwarding the Animal Surrender Notice to COB. Should the end of the holding period fall on a Saturday or Sunday, the Animal Surrender Notice will be due by Noon on Monday.
7. Owner-Surrendered Animals. Should FOR accept an Owner-Surrendered Animal for re-adoption, FOR will pay \$10.00 to COB per animal surrendered. COB reserves the right to reject any Owner-Surrendered Animal that displays aggression or is sick, injured, or elderly to the point that adoption is not an option. COB will not accept any Owner-Surrendered Animal for euthanasia. Owner-Surrendered Animals should be taken by the owner to the veterinarian for euthanasia purposes. Should FOR choose to accept Owner-Surrendered Animals for euthanasia purposes, FOR should contract with a veterinarian to perform this service.
8. In the event that any FOR animal impounded at the Facility is involved in a biting or scratching incident requiring the quarantine of the FOR animal, the FOR animal must be removed from the Facility by FOR within twenty-four hours for the duration of the quarantine period.

IV. CONSIDERATION

1. The operational costs of the Boerne Facility shall be shared by Boerne and FOR on a percentage basis, with FOR minimum percentage at 10%. This actual percentage shall be determined at the end of April each year, based on the number of animals impounded at the Facility from each Party during the previous twelve (12) month period. The operational costs are the total of 1.5 Boerne Facility employees' salary and benefits for the next fiscal year plus utilities, food, cleaning supplies, and building maintenance. Pursuant to this calculation, the amount due from FOR to Boerne is 10% of the operational costs of \$294,761.00 equaling \$29,476.00 or a monthly sum of \$2,456.00 over the period of this Agreement. Payment of FOR's proportionate share is due on the 15th day of each month if FOR elects to pay monthly. Should FOR elect to make one payment, such payment is due on the 15th day of the month following execution of this Agreement.
2. If an emergency animal pickup is made between 8:00 AM and 5:00 PM by COB personnel for a FOR animal per Section II.4. above, FOR shall pay a fee to the COB of \$35.00 per hour and an additional \$15.00 for each additional half hour, or any portion

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thereof. After 5:00 PM, Boerne holidays and weekend, FOR shall pay \$50.00 per hour and an additional \$25.00 for each additional half hour, or any portion thereof. Boerne will provide FOR with an invoice listing all animals picked-up by Boerne personnel and impounded pursuant to this Section plus any associated fees therewith (including, but not limited to, any necessary medical treatment prior to and during impoundment per Section III.3). Payment of this additional invoice is due on or before the 15th day of the month following receipt of the invoice.

3. Boerne will provide FOR with an invoice listing all animals in need of medical attention while impounded at the Facility per Section III.4. Such invoice will list the necessary treatment received and the fees associated therewith. Payment of this additional invoice is due on or before the 15th day of the month following receipt of the invoice.
4. Boerne will provide FOR with an invoice listing all animals exceeding their length of time at the Facility per FOR established standards per Section III.6. Upon receipt of such invoice, FOR will immediately forward an Animal Surrender Notice to Boerne via facsimile or electronic mail. The original Animal Surrender Notice will be provided to Boerne with the accompanying fee on or before the 15th day of the month following receipt of the invoice.

V. TERM AND TERMINATION

1. This Agreement shall be effective as of October 1, 2025, and shall continue in force and effect for a period of twelve months and shall terminate September 30, 2026. The Agreement shall be reviewed by the Boerne City Council prior to each fiscal year.
2. Any party may terminate the Agreement by giving written notice; said termination to take effect within sixty (60) days after the notice is given.

Vi. GENERAL PROVISIONS

1. **Indemnification.** Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.
2. **Independent Contractor.** Boerne shall be solely responsible for the Facility. Boerne shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the maintenance and care of the Facility. The City shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of the Boerne Animal Control Service employees.

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3. Severability Clause. The Parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
4. Public Information Act. Each Party agrees that it is a governmental body for purposes of the Public Information Act codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.
5. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
6. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
7. This Agreement shall be interpreted in accordance with the laws of the State of Texas and in Kendall County, Texas.
8. This Agreement represents the entire agreement of the Parties and supersedes any verbal or written representations of, to or by the parties to each other.
9. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.
10. Notices to either Party shall be sufficient if sent in writing, postage pre-paid, registered or certified mail to the following:

Boerne
 Ben Thatcher
 City Manager
 P.O. Box 1677
 Boerne, TX 78006-1677
bthatcher@boerne-tx.gov
 Fax: (830) 249-9264

FOR
 Scott Huizenga
 City Manager
 7286 Dietz Elkhorn
 Fair Oaks Ranch, TX 78015
shuizenga@fairoaksranchtx.org
 Fax: (210) 698-3565

Agreed to this the ____ day of _____, 2025.

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Approved:
City of Boerne, Texas

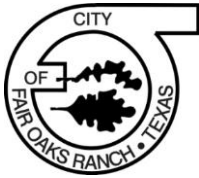
Attest:

City Secretary

Approved:
City of Fair Oaks Ranch, Texas

Attest:

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 the Lower Colorado River Authority for radio services and equipment

DATE: September 18, 2025

DEPARTMENT: Finance

PRESENTED BY: Consent Item: Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

The Lower Colorado River Authority (LCRA) owns and operates a regional Trunked Radio System to support communications for public safety, emergency services, and other governmental functions. LCRA is authorized to share this system with other eligible public entities under FCC and Texas law.

The City of Fair Oaks Ranch has an existing Interlocal Agreement that has been in place since 2008. LCRA has updated their Interlocal Agreement and is requesting partners execute the new agreement. By executing this Interlocal Agreement, the City can continue to utilize LCRA's radio infrastructure, which has been a reliable resource for the City's Public Safety Department. The agreement will continue to support interoperable communication with other local, regional, and state agencies, improving coordinated responses during emergencies or large-scale events.

This agreement is authorized under Chapter 791 of the Texas Government Code, which allows local governments to contract with each other.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports 4.1 of the Strategic Action Plan to Enhance and Ensure Continuity of Police Services.
- Continues to allow the City to access a reliable radio system.
- Complies with Procurement Requirements.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgets for LCRA radio airtime annually. Any purchases for new equipment would be made with available funds.

LEGAL ANALYSIS:

The City Attorney has reviewed and approved this agreement, and the resolution has been approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve a resolution authorizing the execution of an Interlocal Agreement with the Lower Colorado River Authority.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE LOWER COLORADO RIVER AUTHORITY FOR RADIO SERVICES AND EQUIPMENT, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City of Fair Oaks Ranch (City) has an existing Interlocal Agreement with the Lower Colorado River Authority (LCRA) for radio equipment and services for the Public Safety Department, and

WHEREAS, LCRA has requested a new interlocal agreement be executed to replace the existing agreement, which was executed in 2008, and

WHEREAS, LCRA holds FCC licenses and maintains the necessary infrastructure to support radio services for public safety, and

WHEREAS, both parties and authorized to enter into an interlocal agreement in accordance with Chapter 791 of the Texas Government Code, and

WHEREAS, the City Council of the City of Fair Oaks Ranch supports this partnership and authorizes the execution of an agreement with LCRA (**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 LCRA for radio services and equipment, to expend required funds, 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 18th day of September 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

**INTERLOCAL COOPERATION AGREEMENT
FOR RADIO SERVICES AND EQUIPMENT
BETWEEN CITY OF FAIR OAKS RANCH, TEXAS
AND LOWER COLORADO RIVER AUTHORITY**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between, as Parties, the Lower Colorado River Authority ("**LCRA**"), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution, and City of Fair Oaks Ranch, Texas ("**USER**"), a local government of the State of Texas, to be effective for all purposes as of [DATE] (the "**Effective Date**"). (LCRA and USER may also be referred to herein individually as a "**Party**" and collectively as the "**Parties.**")

RECITALS

WHEREAS, LCRA is authorized by law to own, operate and maintain electric generation and transmission facilities for the benefit of its customers and the general public;

WHEREAS, LCRA's electric system includes a communications network, including a regional, trunked radio system ("**Trunked Radio System**"), which has been installed for LCRA's use within LCRA's service area for purposes of communications to support its statutory purposes and in conjunction with providing electric power and energy in Texas, public safety, and emergency services;

WHEREAS, LCRA is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and LCRA's rules and regulations;

WHEREAS, LCRA holds certain frequency licenses from the Federal Communications Commission ("**FCC**") for operation of the Trunked Radio System by mobile radio services for public safety and business purposes and pursuant to statutes and applicable FCC rules enabling LCRA to provide community assistance and economic development;

WHEREAS, USER is authorized by law to provide public services, including law enforcement, transportation services, and emergency services;

WHEREAS, the Trunked Radio System has the current capacity to serve the needs of LCRA and others requiring a Trunked Radio System for public safety, local government purposes, and other purposes in compliance with applicable FCC statutes, rules, and licenses and to provide a key communications link between public safety entities;

WHEREAS, USER and LCRA wish to establish this Agreement allowing LCRA to provide communications equipment, facilities, and technical services required for the installation and operation of dispatchable mobile radio equipment, as more specifically set

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out herein, to assist USER with deploying and maintaining radio communications for public safety operations, interlocal response to catastrophic or large-scale incidents or natural disasters, and radio communications coordination support for local, state, tribal, and federal agencies in the State;

WHEREAS, it would be a benefit to USER to receive Radio Services (as defined below) on LCRA's Trunked Radio System on a non-profit, cost-shared basis without investing the substantial capital cost required for a completely separate infrastructure and by sharing the cost of the existing and planned Trunked Radio System;

WHEREAS, LCRA has secured FCC radio licenses and, under Section 90.179 of the FCC's rules, (47 C.F.R. § 90.179), is able to share stations in order to serve eligible users throughout its electric, transmission, and water service territory; and

WHEREAS, the Parties are authorized to enter into this Agreement under Chapter 791 of the Texas Government Code, commonly referred to as the Interlocal Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1 ACCEPTANCE; USER'S ACCESS TO TRUNKED RADIO SYSTEM

1.1 This Agreement, including Attachments A and B, is a contract for LCRA to provide Services (as defined below) and equipment to USER when accepted in writing by an authorized representative of USER. It is agreed that the provision of Services is made only on the terms and conditions herein. LCRA shall not be bound by the terms and conditions in USER's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of Services hereunder shall constitute an acceptance of these terms and conditions by USER.

1.2 Access to the Trunked Radio System consists of USER's right to use certain facilities and capabilities of the Trunked Radio System, as described in the Attachments ("**Radio Services**"), in consideration for USER's payment of the monthly service and usage fees as set out in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Only the features and capabilities selected by USER shall be enabled. Changes or modifications to Radio Services provided hereunder may require modification of system parameters, which will be subject to Additional Service (as defined below) charges as set forth in a separate quote, proposal, or estimate. Upon the Effective Date of this Agreement, USER's equipment will be activated following: (i) registration of LCRA-authorized identification numbers of each USER unit, and (ii) LCRA's certification of the equipment installation and operator training.

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1.3 USER expressly understands that LCRA, as an FCC licensee, will supervise USER's activities pursuant to this Agreement, and that LCRA will retain control over all aspects of the operation of the Trunked Radio System, as required of a licensee under the FCC's rules and regulations. USER expressly acknowledges that all shared transmitters must be subject to LCRA's control.

2. SERVICES; COST-SHARED BASIS FOR RADIO SERVICES

2.1 RADIO SERVICES. USER may select from the menu of Radio Services offered by LCRA which are set forth on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) may be amended from time to time upon mutual agreement of the Parties provided that such amendments are in writing and signed by authorized representatives of USER and LCRA. USER agrees to pay for the Radio Services and features indicated on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), on a non-profit, cost-shared basis in accordance with Section 90.179 of the rules of the FCC, 47 C.F.R § 90.179. USER shall be billed in accordance with Section 3 of this Agreement.

2.2 All Radio Service fees to be paid to LCRA by User are intended to recover a portion of the operation and maintenance expenses and capital expenditures associated with the Trunked Radio System.

2.3 ADDITIONAL SERVICES. In addition to the Radio Services described above, LCRA is able to procure equipment and provide installation, maintenance, and related services under this Agreement ("**Additional Services**") (Additional Services together with Radio Services, are referred to herein as the "**Service**" or "**Services**"). These Additional Services shall be performed either by LCRA's personnel or through independent contractors hired by LCRA. The cost of equipment User has agreed to purchase shall be set forth in the respective quote, proposal or estimate sent by LCRA to USER

3. SERVICE RATES, CHARGES AND TERMS**3.1 Radio Service**

3.1.1 LCRA shall provide the Radio Services selected by USER on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) at the rates and charges shown therein. The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) shall include: (i) USER's monthly Radio Service fee for use of the Trunked Radio System, and (ii) rates and charges for optional features. USER shall notify LCRA in writing within thirty (30) calendar days of any changes in the number of radios or equipment on which it is receiving Radio Service; such notice shall only be considered valid if provided to LCRA on the form attached hereto as Attachment B.

EXHIBIT A

3.1.2 It is agreed that LCRA may at any time modify the fees and rates included in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) by giving USER written notice of the modified amount at least sixty (60) days in advance of the date on which the modified fees are to become effective. However, during the Initial Term (as defined below), fees and costs for Radio Service in effect on the Effective Date of this Agreement shall not be increased except by mutual agreement of the Parties.

3.2 Additional Services

3.2.1 The charges, costs and fees for Additional Services shall be set out on separate quotes, proposals or estimates to be sent by LCRA to USER.

3.3 Invoicing. The monthly Radio Service fee associated with USER's access to the Trunked Radio System shall be invoiced at the end of each monthly billing cycle (the "**Monthly Radio Service Invoice**"). LCRA may also include on a Monthly Radio Service Invoice any fees, charges or costs for Additional Services provided by LCRA to USER. However, Additional Services may be invoiced separately from the Monthly Radio Service Invoice. Payment for any invoice sent by LCRA to USER under this Agreement (whether that is a Monthly Radio Service Invoice, a separate invoice for Additional Services, an invoice containing both, or other) shall be due within thirty (30) days of receipt of such invoice by USER. Late payments shall be subject to interest or reasonable service charges. The User acknowledges that any payments made under this Agreement are made from current revenues available to it as required by the Interlocal Cooperation Act. Any disputes related to invoiced amounts must be submitted by the USER to LCRA in writing within 30 days of receipt of the disputed invoice. Failure of LCRA to send or for USER to receive an invoice shall not relieve USER from payment of any fees due.

4. MAINTENANCE OF USER EQUIPMENT

4.1 FCC regulations and proper operation and maintenance of the Trunked Radio System require periodic equipment testing for certain components of the Trunked Radio System. USER agrees to allow LCRA access to USER's equipment for frequency and channel maintenance checks of Trunked Radio System units at any reasonable time and place as requested by LCRA. USER shall pay LCRA for such maintenance in accordance with such reasonable charges and costs to be determined at such time and to be set forth in a separate quote, proposal or estimate. At USER's option, USER shall have the right to engage other maintenance suppliers, subject to LCRA's approval, to maintain USER's equipment in accordance with the regulations of the FCC and the proper operation and maintenance of the Trunked Radio System. USER acknowledges that LCRA will supervise the technical aspects of USER's activities or other maintenance suppliers in accordance with Section 1.3.

5. EXPANSION OF TRUNKED RADIO SYSTEM

5.1 LCRA may, at its sole and exclusive discretion, provide Radio Services to other participants on the Trunked Radio System. The provision of Radio Services to other

EXHIBIT A

participants and expansion of the system will not diminish the capability of USER to use the Trunked Radio System as contemplated in this Agreement. USER acknowledges and agrees that LCRA has or will expand the area covered by its Trunked Radio System. The execution of agreements with other participants may, at the sole option of LCRA, expand the area covered by the Trunked Radio System and may also result in the availability of additional Radio Services to some or all participants. USER acknowledges that LCRA has previously entered into other Interlocal Cooperation Agreements for Mobile Radio Services and Equipment or similar agreements to provide Radio Services to certain governmental entities and other utilities and intends to expand the number of users by entering into new agreements in the future.

6. TERM - AUTOMATIC RENEWAL

6.1 The initial term of this Agreement shall commence on the Effective Date and shall terminate three (3) years after the Effective Date (the “**Initial Term**”), unless automatically extended as provided below. This Agreement shall automatically extend beyond the Initial Term under the terms and conditions, rates, and charges then in effect for successive one (1) year periods provided that either Party may terminate this Agreement: (i) at the end of the Initial Term of this Agreement by giving to the other party written notice at least ninety (90) days prior to the end of the Initial Term or (ii) by giving to the other party written notice at least ninety (90) days prior to the end of any one (1) year extension; and, provided further, that this Agreement shall terminate automatically if the frequency authorization(s) (which may be held by LCRA) under which USER then presently operates is (are) terminated or are revoked by the FCC or otherwise.

6.2 The rates, charges, and fees due and payable by USER for any annual extension shall be the same as made during the preceding term unless LCRA notifies USER of any changes pursuant to the provisions of Section 3.1.2 for Radio Service.

6.3 Funding. If USER funds are utilized to fund any part of this Agreement, LCRA understands that those USER funds for the payment for Services provided by LCRA under this Agreement have been provided through USER's budget approved by its City Council (or other governing body) for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. USER cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. LCRA acknowledges and agrees that it will have no recourse against USER for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed.

7. SERVICE INTERRUPTIONS; INTERFERENCE

7.1 LCRA shall have the right, in cooperation with USER's needs, to plan and schedule system outages for purposes of system maintenance, equipment calibration, and similar necessities. Except for such planned outages, LCRA shall credit USER with

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one day of Radio Service for any Radio Service outage that exceeds four (4) hours in duration, provided that USER promptly notifies LCRA of the outage. If a Radio Service outage exceeds twenty-four (24) hours, LCRA shall credit USER a full day for each partial day of outage. Credit for outages, which shall be subject to LCRA's verification, shall appear in the monthly invoice.

7.2 In the event of an emergency, as declared by LCRA or LCRA's Trunked Radio System administrator, LCRA reserves the right to reallocate Radio Service priorities for the duration of the emergency.

7.3 USER agrees to refrain from any action, mode of operation, or equipment configuration that interferes with or causes signal degradation with the Trunked Radio System, and to notify LCRA of any conditions likely to cause interference.

8. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

8.1 This Agreement is a privilege for the personal benefit of USER and may not be assigned in whole or in part by USER to any other person or entity without the prior written consent of LCRA, and provided that no such assignment of this Agreement shall be effective unless assignee shall assume in writing the obligations of the assignor under this Agreement or enters into a new written agreement with LCRA. LCRA reserves the right to assign this Agreement or subcontract any of its obligations hereunder. This Agreement is entered into for the sole benefit of the Parties. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or claim upon any person or entity not a Party to this Agreement. Any assignment entered into in violation of the provisions of this Section shall be void.

9. COVERAGE

9.1 USER acknowledges that one hundred percent (100%) radio signal coverage at all times for the areas covered by the Radio Services being provided under this Agreement is both improbable and impracticable. Testing and experience with actual field conditions indicate adverse radio wave propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt Radio Services at any time. USER agrees that such events are beyond the reasonable control of LCRA, and agrees that other causes beyond the reasonable control of LCRA include, but are not limited to, motor ignition and other electrical noise that could be minimized by corrective devices at USER's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately ninety percent (90%) of the time, though LCRA is under no obligation hereunder to provide such communication performance.

9.2 USER further acknowledges and agrees that LCRA is not providing a warranty of radio signal coverage and that the inability of LCRA to provide such radio signal coverage will be subject to the limitation of liability set forth in Sections 12, 13, and 14.

10. DEFAULT AND REMEDIES

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10.1 If USER fails to timely make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by LCRA to USER of such breach, USER shall be deemed in default under this Agreement. If a Party should be in default and if the other Party has performed all of its material obligations hereunder, the non-defaulting Party shall deliver written notice to the defaulting Party describing such default. If the default continues for more than one month after delivery of the notice (or such time as necessary to correct the default with due diligence), the non-defaulting Party may immediately terminate this Agreement and pursue its remedies as provided below or as otherwise provided at law or in equity.

10.2 Notwithstanding the above, LCRA shall have the right to immediately terminate USER's Service at any time for USER's failure to use the Trunked Radio System in accordance with rules and regulations of the FCC or USER's failure to use the Trunked Radio System in accordance with applicable laws and regulations. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable immediately.

10.3 In the event LCRA has the right to immediately terminate either Service in its entirety or, as to USER, this Agreement, LCRA may retain all payments made hereunder, disconnect and deny USER any Service provided by the Trunked Radio System or equipment identified herein, and impose a separate charge for disconnect and a separate charge for any reconnect expenses. If disconnect takes place and the equipment requires reprogramming, USER will also be subjected to additional costs for reprogramming its equipment. Each and all of the rights and remedies of LCRA hereunder are cumulative to and not in lieu of each and every other such right and remedy and every other right and remedy afforded by law and equity.

11. WARRANTIES

11.1 LCRA warrants that its management and operation of the Trunked Radio System will comply with reasonable and standard industry practices. LCRA further warrants that it will operate the Trunked Radio System in compliance with all applicable statutes, laws, ordinances, rules and regulations, including, but not limited to, those of the FCC (such as frequency and eligibility requirements).

11.2 USER agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC (such as waiver and eligibility requirements), and (b) to operate the equipment so as not to cause undue interference with any other participants using the Trunked Radio System. LCRA will provide USER with copies of the relevant FCC rules and compliance information upon request. USER recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, LCRA in its sole discretion has the right without liability to modify this Agreement to comply with any such changes. USER further warrants to LCRA that it will operate the equipment for the purposes contemplated by this Agreement, and that USER shall not resell Radio Service,

EXHIBIT A

interconnect, nor patch any equipment with another radio user or another radio system without written consent of LCRA.

11.3 No other warranties, express or implied, are given by either Party.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

12.1 USER acknowledges and agrees that LCRA is not the manufacturer of equipment, and LCRA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or Service (whether purchased or leased by USER from LCRA or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. LCRA, to the extent permitted by law, assigns to USER any and all manufacturers' warranties relating to equipment purchased by LCRA, if any, and USER acknowledges receipt of any and all such manufacturers' warranties.

12.2 USER acknowledges and agrees that its sole and exclusive remedy in connection with any defects in any equipment, including manufacture or design, shall be against the manufacturer of the equipment under the manufacturers' warranties and that LCRA shall have no liability to USER in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or service provided hereunder. Without limiting the above, LCRA shall have no liability or obligation to USER, in either contract or tort or otherwise, for special, incidental, indirect, punitive or consequential damages of any kind incurred by USER, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by USER directly or indirectly resulting from or related to any equipment or Service described hereunder, whether or not caused by LCRA's negligence, to the full extent same may be disclaimed by law. Any references to equipment in this paragraph shall be deemed to apply to all equipment purchased by USER or leased by USER from LCRA, if any, or another lessor. Notwithstanding the above limitations, LCRA shall be liable for the cost of restoration, repair, or replacement of any USER-owned facilities to the extent such facilities are damaged or destroyed as a direct result of a grossly negligent or willful act of LCRA.

13. INTERRUPTION OF SERVICE; FORCE MAJEURE

13.1 Except for actions required by this Agreement, LCRA shall not be liable to USER or any other person for any loss or damage, regardless of cause. LCRA shall not be responsible or liable for any delay or failure in its performance under this Agreement to the extent such delay or failure is caused by conditions or events of Force Majeure. The term "Force Majeure" means causes or events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; a slow down or labor disruptions at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak. In the

EXHIBIT A

event of any failure or delay attributable to the fault of LCRA or its subcontractors, USER's sole remedy shall be limited to a credit for Radio Service as is more fully described in Section 7.1.

14. LIMITATIONS OF LIABILITY; INDEMNIFICATION

14.1 USER understands that (a) alternative means of communication are available to USER; (b) occasional interruption or irregularities in the Service may occur; and (c) any potential harm from interruptions or irregularities in the Service is speculative in nature. LCRA cannot offer the Service at rates which reflect its value to each user, and LCRA assumes no responsibility other than that contained in this Agreement. Accordingly, USER agrees that, except as limited by law, LCRA's sole liability for loss or damage arising out of mistakes, omissions interruptions, delays, errors, or defects in the Service or transmission of Service provided by LCRA or any carrier, or for losses or damages arising out of the failure of LCRA or any carrier to maintain proper standards or maintenance and operation shall be a credit for Radio Service as set forth in Section 7.1. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for any special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or profit* suffered by the other Party, its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, condition or use of real or personal property, interference, failure or unavailability of any equipment, facility or Service to be provided by LCRA under this Agreement, or under any other circumstance.

14.2 USER acknowledges that the Radio Service provided hereunder uses radio channels to transmit voice and data communications and that the Radio Service may not be completely private. LCRA is not liable to USER for any claims, loss, damages or cost which may result from lack of privacy on the system.

14.3 USER HEREBY AGREES TO INDEMNIFY AND SAVE LCRA HARMLESS AGAINST CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OR COPYRIGHT FROM THE MATERIAL, IN ANY FORM, TRANSMITTED OVER THE RADIO SYSTEM BY USER OR THOSE USING USER'S EQUIPMENT; AGAINST CLAIMS FOR INFRINGEMENT OF PATENTS ARISING FROM COMBINING OR USING APPARATUS OR SYSTEMS OF USER WITH THE FACILITIES OF LCRA OR ANY CARRIER; AND AGAINST ALL OTHER CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF USER IN CONNECTION WITH THE FACILITIES OR SERVICE PROVIDED BY LCRA.

14.4 LCRA is not liable for any damage, accident, injury or the like occasioned by the use of Radio Service or the presence of equipment, including radio handsets and other devices, facsimile units, and ancillary equipment of either Party except as provided herein. LCRA is not liable for any defacement or damage to USER's motor vehicles or any personal or real property resulting from the installation or presence of radio and ancillary equipment.

EXHIBIT A

14.5 The liability of LCRA in connection with Services provided is subject to the foregoing limitations, and LCRA makes no warranties of any kind, expressed or implied, as to the provision of such Services.

14.6 USER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LCRA, ITS OFFICERS AND EMPLOYEES, TO THE FULL EXTENT PERMITTED BY LAW FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING LEGAL AND ATTORNEY FEES, OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY OR WRONGFUL DEATH TO USER (INCLUDING USER'S EMPLOYEES, OFFICERS, AGENTS OR SUBCONTRACTORS) OR OTHERS IN THE USE OR OPERATION OF ANY EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA OR USED IN CONJUNCTION WITH SUCH EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA AND ARISING OUT OF THE MANUFACTURE, PURCHASE, OPERATION, CONDITIONS, MAINTENANCE, INSTALLATION, RETURN OR USE OF THE EQUIPMENT OR SERVICE OR ARISING BY OPERATION OF LAW, WHETHER THE CLAIM IS BASED IN WHOLE OR IN PART ON NEGLIGENT ACTS OR OMISSIONS OF LCRA, ITS AGENTS OR EMPLOYEES. THIS PROVISION SHALL NOT APPLY TO DAMAGES TO FACILITIES OF USER AS PROVIDED IN PARAGRAPH 12.2.

14.7 Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of criminal laws.

15. NOTICES

15.1 Any notice or demand required or permitted to be made hereunder shall be made by certified or registered mail to the addresses given on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices or demands shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid.

16. NO COMMON CARRIER OFFERING

16.1 With respect to Services contemplated by this Agreement, neither USER nor LCRA shall make, or hold itself out as making, a common-carrier offering of communication or telecommunication services.

17. TAX CODE CONSEQUENCES.

17.1 The relationship of the Parties shall not be treated as a partnership, joint enterprise, or other taxable entity for any purpose, including liability under the United

EXHIBIT A

States Internal Revenue Code (the “**Code**”). No provision of the Agreement shall be construed to create an association, joint venture, trust, or partnership with regard to the other Party. The Parties agree to take appropriate actions, including appropriate elections under Section 761 of the Code, to exclude the application of the partnership provisions of the Code.

17.2 Each Party shall be responsible for the payment of its own tax liabilities arising from this Agreement.

18. AMENDMENT; WAIVER; SEVERABILITY; GOVERNING LAW

18.1 Except for revisions of the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), additions of additional participants and users or the expansion provisions set forth in Section 5, amendments to or modification of this Agreement shall be in writing and signed by authorized representatives of the Parties. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Agreement supersede other agreements, written or oral, between the Parties regarding the subject of this Agreement. Should a court of competent jurisdiction find any part of this Agreement invalid or unlawful, the remainder of this Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

19. NO ORAL AGREEMENTS.

19.1 The parties agree that this Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement and any other writings, understandings, oral representations or contracts for Service, if any, shall be deemed to be terminated, void and ineffective from the Effective Date of this Agreement, except for charges and fees incurred and remaining unpaid under any previous agreement. The parties hereby acknowledge and agree that the Additional Interlocal Participant Agreement, dated as of October 21, 2008, by and between the parties (the “Existing Radio Agreement”) shall terminate effective as of the Effective Date and that this Agreement shall supersede and replace the Existing Radio Agreement in its entirety. The parties also acknowledge and agree that the Interlocal Agreement for Telecommunications Service dated January 15, 1997 shall no longer apply to USER.

20. REVIEWS

20.1 The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the Services provided under this Agreement. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property

of the loaning Party and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and Services.

21. Confidentiality

21.1 The Parties agree that they and their employees have kept and will keep confidential any and all documents or information obtained for from the other Party that is identified as confidential information ("**Confidential Information**"). Confidential Information shall include, but is not limited to, the pricing and competitive business provisions of this Agreement, as well as technical data, summaries, reports or information acquired or developed during the negotiations and performance of this Agreement. The Parties agree that they have not and will not (a) use the Confidential Information for any purpose other than to perform their respective obligations under this Agreement or (b) reveal the Confidential Information to any persons not employed by the other receiving Party except (i) at the written direction of such the disclosing Party; (ii) in compliance with law including the Texas Public Information Act, in which event the Party required to disclose information shall promptly notify the other Party, if possible, prior to making any disclosure and shall seek lawful protection for the confidentiality of such information; (iii) as part of its normal reporting or review procedure to its parent company, auditors, regulators and attorneys; (iv) where such information is part of the public domain; (v) where such information was previously disclosed by the other disclosing Party without any confidentiality restrictions; or (vi) to potential investors, insurers or financing entities or their agents, representatives or consultants, provided that such persons agree to be bound by the provisions of this Section 21 or by an agreement containing confidentiality provisions substantially similar to those set forth herein. This confidentiality provision shall be effective for two years after termination of the Agreement; provided, however, that the receiving Party's obligations of confidentiality with respect to trade secrets disclosed by the disclosing Party shall last indefinitely.

Notwithstanding anything to the contrary herein, if a separate non-disclosure agreement or confidentiality agreement ("**NDA**"), between the Parties exists and applies to confidential information related to or arising from this Agreement the provisions of such NDA shall govern with respect to the confidentiality obligations of the Parties.

22. INTERLOCAL CERTIFICATION

22.1 The Parties certify that (1) the Services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions, and (3) the Services, supplies, or materials contracted for are not required by Article XVI, Section 21 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

23. CRITICAL INFRASTRUCTURE RESTRICTIONS

23.1 "**Critical Infrastructure**" means, for the purpose of this section only, any communications infrastructure system, cybersecurity system, electric grid and associated software and hardware, hazardous waste treatment system, or water treatment facility.

“Designated Country” means China, Iran, North Korea, Russia, or another country designated by the Governor of the State of Texas pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116.

“Restricted Entity” means an entity:

Owned by, or the majority of stock or other ownership interest is held or controlled by:

- Individuals who are citizens of a Designated Country;
- A company or other entity, including a governmental entity, that is owned or controlled by citizens of, or that is directly controlled by the government of, a Designated Country; or
- Headquartered in a Designated Country.

Pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116, LCRA is prohibited from entering into certain contracts that provide any Restricted Entity with remote or physical access to LCRA Critical Infrastructure. If any remote or physical access to LCRA Critical Infrastructure is within the scope of this Agreement, User represents and warrants that it is not a Restricted Entity.

EXHIBIT A

Executed to be effective on the Effective Date set out in the first paragraph above.

Agreed by:

Lower Colorado River Authority:

By: _____

Name: _____

Title: _____

USER**City of Fair Oaks Ranch, Texas:**

By: _____

Name: _____

Title: _____

EXHIBIT A

				ATTACHMENT A			
				Radio System Pricing Schedule			
PARTICIPANT INFORMATION							
AGENCY NAME (PLEASE PRINT)							
City of Fair Oaks Ranch, Texas							
AGENCY ADDRESS							
CITY		STATE	ZIP	PHONE			
CONTACT NAME				PHONE			
BILLING ADDRESS, IF DIFFERENT FROM ABOVE				EMAIL ADDRESS FOR INVOICING			
CITY		STATE	ZIP	TAX EXEMPT? (Y/N)		FEDERAL TAX ID	
				Y			
PURCHASE ORDER				EFFECTIVE DATE			
LCRA Radio System Pricing Schedule				Cost per Unit Per Month		Customer Elections	
Mobiles				\$20.00		X	
Portables				\$20.00		X	
Desktop Control Station				\$20.00		X	
Dispatch Console				\$100.00			
Conventional Interface				\$50.00			
BeOn Monthly Service				\$10.00			
BeOn Activation (One-time per device)				\$300.00			
Data Modem				\$10.00			
Emergency Communication Unit Radios				\$5.00			
OPTIONS							
I-CALL				\$5.00			
DATA - Status Messaging				\$10.00			
DATA - AVL				\$10.00			
Please Note: LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly. Only the features and capabilities selected by customer under Customer Elections shall be enabled. Specifics of services provided hereunder (including quantities) is subject to modification based on customer needs.							
For Notification Purposes as per section 15.1 of the agreement, LCRA's address is: Telecom Business Development Manager, Mailstop T099 3505 Montopolis Drive Austin, TX 78744							

EXHIBIT A

Attachment B

Lower Colorado River Authority

CHANGE OF RADIO STATUS

As set forth in Section 3.1.1 of the Agreement, this form shall be used when USER needs to notify LCRA of a change in the number of radios or equipment on which it is receiving Radio Service. Section 3.1.1 of the Agreement states that “USER shall notify LCRA in writing within thirty (30) calendar days of any changes in the number of radios or equipment on which it is receiving Radio Service; such notice shall only be considered valid if provided to LCRA on the form attached hereto as Attachment B.”

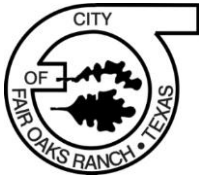
User shall complete and return this form to their LCRA customer service representative within thirty (30) calendar days of any change in the number of radios or equipment on which it is receiving Radio Services. Failure to timely notify LCRA of any changes in the number of radios or equipment on which it is receiving Radio Service may negatively impact a reimbursement or refund request or could result in denial of reimbursement or refund request.

Customer Name: _____

Radio UID (*please complete another form if more space is needed for multiple UIDs*):

Status Change Cause Description: (*stolen, lost, end of life, etc.*) _____

Date of Status Change: _____



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing the execution of an agreement with Patti Engineering, Inc. for Supervisory Control and Data Acquisition (SCADA) support services, expenditure of the required funds, and execution of all applicable documents by the City Manager

DATE: September 18, 2025

DEPARTMENT: Finance

PRESENTED BY: Consent Item: Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

In 2014, the City of Fair Oaks Ranch entered into a performance contract with Siemens Industries to upgrade to an automatic water reading system, updated billing system, and water and wastewater plant enhancements. One of the critical upgrades included redesigning the operations of the utility's Supervising Control and Data Acquisition (SCADA) system, which significantly improved the utility's monitoring and operation capabilities. Since these upgrades were implemented, the utility has retained Patti Engineering on an annual contract to provide 24-hour assistance in technical emergencies and routine maintenance.

The cost for support for one year is \$55,680.00. The contract includes 50 hours of remote services, a 24-hour on-call hotline with a response time of one to four hours for troubleshooting, and 45 hours of on-site assistance. It also provides up to 36 hours (about three hours per month) to facilitate Microsoft Windows updates on the Panel PCs at each plant and the central server at City Hall through the contract period. The agreement also provides license upgrades as new versions of software are available.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Retaining Patti Engineering as the utility's SCADA contractor has proven beneficial when complex, technical hardware and software issues are encountered by utility staff
- Supports Priority 3.1 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Water Resources in Accordance with CCN Obligations
- Supports Priority 3.2 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Wastewater Treatment in Accordance with CCN Obligations.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The FY 2025-26 proposed budget includes \$54,000.00 for this project. It is expected that the \$1,680.00 shortfall can be managed through overall budgetary savings.

LEGAL ANALYSIS:

The City's standard Professional Service Agreement is being utilized for this project. The City Attorney has approved the resolution as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve a resolution authorizing the execution of an agreement with Patti Engineering, Inc. for SCADA support services, 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 EXECUTION OF AN AGREEMENT WITH PATTI ENGINEERING, INC FOR SUPERVISORY CONTROL AND DATA ACQUISITION SUPPORT SERVICES, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City of Fair Oaks Ranch is including funds in FY 2025-26 for Supervisory Control and Data Acquisition (SCADA) support services; and

WHEREAS, the cost to provide these services is \$55,680.00; and

WHEREAS, Patti Engineering is the current provider for these services that are set to expire after September 29, 2025; and

WHEREAS, this agreement (**Exhibit A**) will provide for a renewal to begin on September 30, 2025 and expire after September 29, 2026; and

WHEREAS, the City Council of the City of Fair Oaks Ranch supports the project and authorizes the execution of an agreement with Patti Engineering, Inc.

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 Patti Engineering, Inc for supervisory control and data acquisition support services, to expend required funds up to \$55,680.00 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 18th day of September 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
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
 KENDALL COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and Patti Engineering, Inc. ("Professional").

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

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

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

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

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work. For this project the Anticipated Schedule for Completion is attached as Exhibit A.

Section 6. Insurance.

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

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

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

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

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

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

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

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

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

Section 7. Miscellaneous Provisions.

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

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

provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

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

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

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

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

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

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the

Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

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

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement

and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

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

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

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

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

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning

of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

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

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

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

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

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

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

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

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271,

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

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

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

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

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

EXECUTED, by the City on _____.

CITY:

PROFESSIONAL:

By: _____

By: _____

Name: Scott M. Huizenga

Name: Nicholas Hitchcock, PE

Title: City Manager

Title: Director of Texas Operations

ADDRESS FOR NOTICE:

CITY

PROFESSIONAL

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

Patti Engineering, Inc.
Nicholas Hitchcock, PE
7601 S Congress Ave, Suite 400
Austin, TX 78745

EXHIBIT A SCOPE OF SERVICES

Professional's Responsibilities:

1. Provide up to 50 hours (9/30/2025 thru 9/29/2026) of remote connection service (*VPN connection preferred*) from the Professional's Austin, TX facility (*Customer to supply internet/VPN connection on-site*):
 - a. **24 Hour Hotline: 512-355-4199 (hit "0")**
 - b. Within (1) hour of receiving a phone call from a representative of the purchaser or the customer during normal business hours (9:00-5:00 PM Central Time), Professional will respond and be ready to remotely troubleshoot the problem
 - c. Within (4) hours of receiving a phone call from a representative of the purchaser or the customer during non-business hours, Professional will respond and be ready to remotely troubleshoot the problem.
2. The phone support hours and all other engineering support provided locally from the Professional facility is included under this contract without additional charges. *This contract includes support for keeping the supported system in working order per the applicable Functional Specification, or the project proposal document. Software development for new functionality is not included under this service contract.* (Please contact Nicholas Hitchcock, for any additional functionality needed at 512-354-4731 or nhitchcock@pattieng.com).
3. A representative of the purchaser or the customer will be able to contact the Professional business development manager, vice-president of engineering, and vice-president of operations, as well as the on-call engineer via the Professional 24-hour hotline.
4. Provide up to 45 hours of onsite engineering support during contract period with 6 trips to the installation site. Any Onsite Engineering Support required at the customer's facility in excess of the above listed hours will be billed at Professional's standard rates as provided for herein.
 - a. The customer will never pay Professional's Emergency service rate. When applicable, Professional will submit monthly invoices to the customer at the discounted rates for the additional materials or onsite services.
 - b. If the above on-site time and trip allocation is not utilized by the end of the current year service contract, Professional will send an engineer to the facility for a single day to evaluate any non-reported issues and overall system performance.
5. Professional will keep a log of the service reports for all reported incidents at the customer's facility. The log will be available for review when requested by a representative of the purchaser or the customer.
 - a. A report of total of hours used each month will be provided to the customer throughout the length of the contract.

6. Provide software update services to ensure that the latest version of 3rd party software is available
 - a. Provide up to 36 hours (about 3 hours per month) to facilitate Windows updates on the Panel PCs at each plant and the central server at City Hall through the contract period
 - b. Provide 1 year of “BasicCare” support option for the Ignition SCADA platform, which includes license upgrades as new versions are available
 - c. Provide 1 year of Siemens Step 7 Professional “Software Update Service”, which includes license upgrades as new versions are available
 - d. Provide 7 days advanced notification specifying the maintenance window start/end time and date to pattiupdates@fairoaksranchtx.org when updates will be happening, and provide notification when updates have been successfully completed and system availability has been verified.”

EXHIBIT B COMPENSATION

Professional shall be paid an amount of **\$55,680** for the services provided (9/30/2025 thru 9/29/2026). Said amount to be paid by City in 12 equal monthly payments of **\$4,640**. Please reference our project 224178 and provide an email address to which we may send invoices on your PO.

Standard Rates for Professional

Standard Scheduled Services:

Standard Engineering Time	\$175/hr
Senior Engineering Time	\$205/hr
Principal Engineering Time	\$255/hr

Emergency Services (Less than 48 hours' notice): \$400/hr

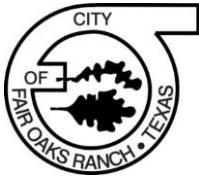
CAD/Drafting Services: \$175/hr

Professional Engineering (PE) Services: \$450/hr

* Important Notes:

1. If Purchase Orders are emailed please copy this address as well: Orders@PattiEng.com
2. \$2,000 minimum charge for any Time and Material Purchase Orders or Service calls.
3. The Emergency Service rate applies to any and all work (CAD, In-house Engineering, Onsite Engineering, and Travel Time) for any work scheduled within 2 standard business days of official request.
4. All services provided under a Time and Expense Purchase Order to be charged in a minimum 4 hour block with one-half hour increments following the initial minimum hours.
5. 10% premium will be added to the Onsite Startup/Installation Support that is required in foreign nations outside of North America.
6. 9.5% administration fee will be added to all expenses including Mileage and other expenses.
7. Mileage to be billed per the current IRS Standard Mileage Rates: (see IRS website for latest updates)
8. Patti Engineering reserves the right to modify this rate schedule based on project requirements and/or market conditions - For latest update please contact Patti Engineering directly.

**EXHIBIT “C”
CERTIFICATE OF INSURANCE**



CITY COUNCIL CONSENT ITEM CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of a resolution authorizing participation in a national opioid settlement

DATE: September 18, 2025

DEPARTMENT: Finance

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

INTRODUCTION/BACKGROUND:

On October 7, 2021, and again on March 2, 2023, the City of Fair Oaks Ranch, by resolution, joined with numerous other Texas local governments in participating in the Texas Opioid Settlement Agreements against certain drug manufacturers, distributors, and related parties for their “fraudulent and reckless marketing/distribution of opioids.” These prior actions demonstrated the City’s recognition of the widespread impacts of the opioid crisis across Texas and the nation, as well as our commitment to ensuring that Fair Oaks Ranch receives its equitable share of settlement funds designated for prevention, treatment, and recovery initiatives.

A new round of settlements has now been finalized with additional defendants, and, consistent with the prior agreements, participation requires formal action by the governing body. Because the City has previously completed this process successfully, we are familiar with the requirements and the benefits of joining. Taking this step again ensures the City continues to maximize available resources from these national settlements, aligns with the collective efforts of other Texas jurisdictions, and upholds our responsibility to seek remedies for the harm caused by the opioid epidemic.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Those entities listed in the settlement agreements will receive settlement funds.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The total budgetary impact is not yet known, as settlement funds will be distributed on a pro rata basis among all participating entities.

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve a resolution authorizing participation in a national opioid settlement.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS (“CITY”) JOINING WITH THE STATE OF TEXAS AND POLITICAL SUBDIVISIONS OF THE STATE AS A PARTY IN THE TEXAS OPIOID SETTLEMENT AGREEMENTS SECURED BY THE OFFICE OF THE ATTORNEY GENERAL; AUTHORIZING THE CITY MANAGER TO EXECUTE SETTLEMENT PARTICIPATION FORMS; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Fair Oaks Ranch, Texas is a Home Rule municipal corporation formed and organized pursuant to the constitution and laws of the State of Texas, and

WHEREAS, the people of the State of Texas and its communities, including the City of Fair Oaks Ranch, have been harmed through the national and statewide epidemic caused by the sale, use and distribution of opioids within the State of Texas, and

WHEREAS, the City has been provided information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and reckless marketing as well as fraudulent distribution of opioids that have resulted in addictions and overdoses, and

WHEREAS, these actions, conduct and misconduct have resulted in the death of many Texans and has resulted in the devastation of families and communities across the State, and

WHEREAS, local governments have been on the front lines of the opioid crisis, which has resulted in significant financial costs to them related to the expenditures and continuing costs for healthcare services, social services, law enforcement and the criminal justice systems, and

WHEREAS, the State of Texas, through the Office of the Attorney General, entered settlements with pharmaceutical manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus, and

WHEREAS, participating in the settlements increases the State of Texas’ opportunity to maximize its share of opioid settlement funds and will provide a method to ensure that needed resources reach communities once all negotiations are finalized, and

WHEREAS, the City Council finds and determines that it is in the best interest of the health, safety, and welfare of the City to participate in the settlements through the Office of the Attorney General for the State of Texas.

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 the Combined Participation Form for the Secondary Manufacturers Settlements, attached hereto as **Exhibit “A,”** and incorporated herein for all purposes and further authorizes the City Manager to take any additional actions necessary to implement the intent of 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 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 18th day of September 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

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Fair Oaks Ranch city, TX
Reference Number: CL-1773520

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Texas is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at <https://www.texasattorneygeneral.gov/globalopioidsettlement> for information.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

Please note that the Texas Attorney General's Office is collecting the executed *Participation Form* differently from prior opioid settlements. There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line *Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID]*.

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com and/or opioids@oag.texas.gov if you have any questions.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Texas Attorney General's Office at opioids@oag.texas.gov.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Fair Oaks Ranch city	State: TX
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

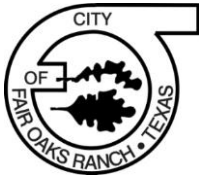
Signature: _____

Name: _____

Title: _____

Date: _____





CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of Council Member Stroup's absence from the September 18, 2025 Regular City Council meeting

DATE: September 18, 2025

DEPARTMENT: City Council

PRESENTED BY: Consent Item – Emily Stroup, Council Member Place 1

INTRODUCTION/BACKGROUND:

Council Member Stroup requests approval of her absence from the September 18, 2025 Regular City Council meeting due to personal reasons.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Complies with Section 3.09 of the Home Rule Charter.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

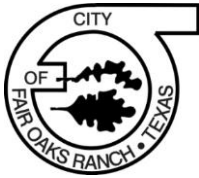
N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Item – I move to approve Council Member Stroup's absence from the September 18, 2025 Regular City Council meeting.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving the second reading of an ordinance adopting the City budget for fiscal year beginning October 1, 2025, and ending September 30, 2026

DATE: September 18, 2025

DEPARTMENT: Finance

PRESENTED BY: Summer Fleming, CGFO, Director of Finance

INTRODUCTION/BACKGROUND:

Texas Local Government Code Chapter 102 establishes the requirements for adopting a municipal budget in home rule cities. Under this chapter, the City Manager serves as the budget officer and is responsible for preparing a budget that outlines the proposed expenditures of the municipal government for the upcoming fiscal year.

The law requires the proposed budget to be filed with the City Secretary at least 30 days before the City Council adopts the tax levy for the new fiscal year. The proposed budget was filed with the City Secretary on August 18, 2025, meeting this requirement. On August 7, 2025, the City Council scheduled the Public Hearing on the proposed budget for September 15, 2025, with final adoption set for September 18, 2025.

After the proposed budget was filed with the City Secretary, the City Council directed staff to add a new full-time Drainage Lead position. To accommodate this addition, appropriations for street maintenance were reduced by the same amount. This adjustment did not affect the overall appropriations in the General Fund Proposed Budget, but it did result in changes between the Maintenance and Engineering departments and their associated expense categories.

The first reading of this ordinance will be considered at the September 15, 2025, Special City Council meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Provides citizens, elected officials, and City staff with a comprehensive financial plan for allocating available resources in the upcoming fiscal year to achieve the City's goals and objectives.
2. Establishes programmatic priorities and defines the financial framework for monitoring and evaluating the performance of City operations.
3. Identifies the level of taxation required to fund City programs and services.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

See budget presented in **Exhibit A**.

LEGAL ANALYSIS:

Ordinance reviewed and approved as to form.

RECOMMENDATION/PROPOSED MOTION:

*****LGC 102.007 mandates a vote to adopt the budget must be a record vote*****

I move to approve an ordinance adopting the FY 2025-26 Budget as presented.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, ADOPTING THE CITY OF FAIR OAKS RANCH ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Manager submitted to the City Council a proposed budget for the next ensuing budget year and filed the proposed budget with the City Secretary for public review pursuant to LGC §102.005; and

WHEREAS, on August 7, 2025, the City Council set September 15, 2025, as the date for the public hearing thereon and caused notice of such public hearing to be posted on the City's website and published in the Boerne Star pursuant to LGC §102.006 and §102.0065, and,

WHEREAS, the public hearing was held on said date and all persons were then afforded an opportunity to appear and object to any or all items and estimates in the proposed budget, and,

WHEREAS, pursuant to LGC §102.007 the City Council, by passage of the budget ordinance, shall adopt the budget for the ensuing fiscal year and appropriate such sums of money as the Council deems necessary to defray all expenditures of the City during the 2025-26 budget year.

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

- Section 1.**
- a. The City hereby approves and adopts the FY 2025-26 Municipal Budget, attached as Exhibit A, in all respects as the City's annual budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026.
 - b. The City Manager may reallocate budget amounts within and between departmental accounts, but reallocation of amounts between funds must be approved by the City Council by Ordinance. For purposes of this section, the term "fund" refers to the governmental accounting definition of a fund.
 - c. In accordance with LGC §102.008(a), the adopted budget shall be filed with the City Secretary, and a copy of the adopted budget including the cover page shall be posted on the City's website.

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 15th day of September 2025, and recorded as follows:

	FOR	AGAINST	ABSTAIN
Mayor Greg Maxton			
Council Member Stroup			
Mayor Pro Tem Rhoden			
Council Member Olvera			
Council Member Pearson			
Council Member Parker			
Council Member Swarek			

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 18th day of September 2025, and recorded as follows:

	FOR	AGAINST	ABSTAIN
Mayor Greg Maxton			
Council Member Stroup			
Mayor Pro Tem Rhoden			
Council Member Olvera			
Council Member Pearson			
Council Member Parker			
Council Member Swarek			

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

Governmental Funds

	General Fund	SAP	Equip Repl	Debt Service	Bond Capital Fund	TOTAL GOVERNMENTAL
Beginning Fund Balance Projected	8,069,139	816,914	1,536,604	29,475	1,060,867	11,512,999
<u>Revenues:</u>						
Taxes	9,106,213			800,865		9,907,078
Franchise Fees	766,780					766,780
Interest	450,000			7,500	120,000	577,500
Permits	144,200					144,200
Animal Control	1,495					1,495
Fines & Forfeitures	190,475					190,475
Fees & Services	377,893					377,893
Miscellaneous Income	211,500					211,500
Transfers from other Funds	133,135	163,717	359,500			656,352
Total Revenues	11,381,691	163,717	359,500	808,365	120,000	12,833,273
<u>Expenditures:</u>						
Personnel	6,308,287					6,308,287
Supplies, Maintenance & Operations	1,291,904				-	1,291,904
Professional Services	2,726,509	135,000				2,861,509
Shared Services	297,671					297,671
Capital Outlay	234,103	524,480			423,555	1,182,138
Debt Service	-			798,450		798,450
Transfers & Non-Cash Adjustments	523,217		133,135			656,352
Total Expenditures	11,381,691	659,480	133,135	798,450	423,555	13,396,311
Revenues Over/(Under) Expenditures	0	(495,763)	226,365	9,915	(303,555)	(563,038)
Ending Fund Balance	8,069,140	321,151	1,762,969	39,390	757,312	10,949,962

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	6,635,745	7,140,941	583,834	8.9%	505,196
Delinquent Property	26,865	47,128	30,000	48,000	30,000	-	0.0%	(18,000)
Penalty & Interest	22,965	22,732	25,000	25,000	25,000	-	0.0%	-
Mixed Beverage	27,984	28,961	25,000	33,000	25,000	-	0.0%	(8,000)
Local Sales	1,104,090	1,192,216	1,230,148	1,213,767	1,256,848	26,700	2.2%	43,081
Street Maintenance	276,023	298,054	307,537	303,442	314,212	6,675	2.2%	10,770
Property Reduction	276,023	298,054	307,537	303,442	314,212	6,675	2.2%	10,770
Total Taxes	8,144,135	8,631,247	8,482,329	8,562,396	9,106,213	623,884	7.4%	543,817
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	458,000	470,000	-	0.0%	12,000
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	24,500	25,000	1,500	6.4%	500
Garbage Regular	34,465	36,696	34,000	57,000	34,000	-	0.0%	(23,000)
Garbage Recycling	-	-	750	-	-	(750)	-100.0%	-
Total Franchise Fees	748,401	743,231	762,350	767,050	766,780	4,430	0.6%	(270)
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	90,000	60,000	(20,000)	-25.0%	(30,000)
New Commerical Permits	2,592	-	5,000	-	1,000	(4,000)	-80.0%	1,000
Remodeling/Additions	22,312	30,950	20,000	41,000	30,000	10,000	50.0%	(11,000)
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	4,400	4,200	-	0.0%	(200)
Total Permits Costs	241,674	232,138	168,200	179,400	144,200	(24,000)	-14.3%	(35,200)
Animal Control								
Pet Licenses	985	1,050	1,000	1,250	1,000	-	0.0%	(250)
Pet Impound/Quarantine	430	1,334	495	645	495	-	0.0%	(150)
Total Animal Control	1,415	2,384	1,495	1,895	1,495	-	0.0%	(400)
Fines & Forfeitures								
Municipal Court Fines	191,267	174,829	190,000	150,000	175,000	(15,000)	-7.9%	25,000
Municipal Court Security	5,737	5,665	6,000	4,500	5,250	(750)	-12.5%	750
Municipal Court Technology	4,714	4,648	5,000	3,750	4,375	(625)	-12.5%	625
Municipal Court Efficiency	408	603	450	250	450	-	0.0%	200
Local Youth Diversion Fund	5,793	5,725	5,700	4,500	5,250	(450)	-7.9%	750
Municipal Court Jury Fund	116	114	150	100	150	-	0.0%	50
Total Fines & Forfeitures	208,035	191,584	207,300	163,100	190,475	(16,825)	-8.1%	27,375
Fees & Services								
FORU Management	257,499	289,039	292,365	301,460	302,743	10,378	3.5%	1,283
Special Fees	11,888	30,749	25,000	63,000	35,000	10,000	40.0%	(28,000)
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	403,610	377,893	17,478	4.8%	(25,717)

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	127,280	127,500	220	0.2%	220
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	303,440	68,600	(20,000)	-22.6%	(234,840)
School Guard Crossing Fund	12,391	15,729	13,500	15,000	13,500	-	0.0%	(1,500)
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	449,909	211,500	(20,980)	-9.0%	(238,409)
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
Total Resources	11,244,436	11,708,991	10,819,854	11,109,059	11,381,691	660,422	6.1%	272,632

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
General Fund								
Expenditure Summary								
Personnel								
Salaries	3,915,819	3,960,253	4,717,611	4,291,072	4,923,008	205,397	4.4%	631,936
Overtime	100,443	96,126	43,747	51,081	45,502	1,755	4.0%	(5,579)
Taxes - Social Security	239,701	243,932	293,933	261,725	306,607	12,674	4.3%	44,882
Taxes - Medicare	56,688	57,255	69,039	61,481	72,043	3,004	4.4%	10,562
Taxes SUTA/FUTA	568	7,307	7,325	7,325	4,008	(3,317)	-45.3%	(3,317)
Workers Compensation	108,385	106,300	78,598	68,290	74,780	(3,818)	-4.9%	6,490
Retirement	482,728	499,753	607,278	544,599	631,763	24,485	4.0%	87,164
Health Insurance	567,474	472,948	655,651	516,728	603,066	(52,585)	-8.0%	86,338
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)	-	(249,690)	10,938	-4.2%	(249,690)
Project Allocation	-	-	-	(101,640)	(110,000)	(110,000)	0.0%	(8,360)
Total Personnel Costs	5,502,505	5,471,574	6,247,754	5,743,700	6,308,287	60,533	1.0%	572,946
Supplies, Maintenance & Operations								
Supplies and Consumables	30,367	35,507	33,275	35,775	35,775	2,500	7.5%	-
Minor Equipment and Furniture	37,741	63,131	71,850	81,252	58,245	(13,605)	-18.9%	(23,007)
Fuel	74,201	72,884	66,500	65,000	67,000	500	0.8%	2,000
Uniforms	30,013	24,569	30,905	39,632	55,580	24,675	79.8%	15,948
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	18,000	17,500	2,000	12.9%	(500)
Building Maintenance/Repairs	76,344	59,324	28,063	30,563	54,063	26,000	92.7%	23,500
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	876,511	(53,489)	-5.8%	(74,746)
Drainage Work	4,940	5,919	20,000	15,000	20,000	-	0.0%	5,000
Committees - Communications	82	-	500	-	500	-	0.0%	500
Committees - Planning & Zoning	-	248	500	-	500	-	0.0%	500
Committee - Board of Adjustments	-	-	500	-	500	-	0.0%	500
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	500	0.0%	-
Court Technology	-	1,529	10,823	10,823	5,500	(5,323)	-49.2%	(5,323)
Court Security	-	43,658	4,500	4,500	7,000	2,500	55.6%	2,500
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%	-
Total Supplies, Maintenance & Operations Costs	1,631,694	1,152,375	1,305,396	1,356,243	1,291,904	(13,492)	-1.03%	(64,339)
Services								
Professional Services	1,298,848	1,398,312	1,371,499	1,488,775	2,038,682	667,182	48.6%	549,907
Dues/Subscriptions	16,482	17,053	19,466	19,987	26,168	6,702	34.4%	6,181
Training/Seminars & Related Travel	56,455	79,040	121,115	110,543	130,310	9,195	7.6%	19,767
Meetings and Related Travel	7,738	5,967	22,590	13,890	16,663	(5,927)	-26.2%	2,773
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	23,400	30,250	(38,850)	-56.2%	6,850
Employee Appreciation	14,420	14,800	14,760	14,927	15,955	1,195	8.1%	1,028
Employment Costs	2,738	2,795	2,675	9,675	2,675	-	0.0%	(7,000)
Recording/Reporting/History	8,651	12,037	10,000	10,000	10,000	-	0.0%	-
Tech/Internet/Software	150,471	172,186	381,288	390,122	384,706	3,419	0.9%	(5,415)
Total Services Costs	1,655,667	1,793,865	2,053,493	2,122,319	2,726,509	673,016	32.77%	604,190
Shared Services								
Facility Contracts & Services	67,745	30,710	102,470	91,080	102,930	460	0.4%	11,850
Postage	2,434	3,445	4,125	4,125	4,125	-	0.0%	-
General Liability Insurance	58,066	88,746	90,000	90,000	100,085	10,085	11.2%	10,085
Electricity	41,173	38,585	44,000	43,000	44,000	-	0.0%	1,000
Phone/Cable/Alarms	33,334	35,985	32,996	32,996	46,531	13,535	41.0%	13,535
Total Shared Services Costs	202,752	197,471	273,591	261,201	297,671	24,080	8.80%	36,470

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	482,108	234,103	7,128	3.1%	(248,005)
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	370,000	163,717	(206,283)	-55.8%	(206,283)
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	1,225,246	757,320	(212,793)	-21.93%	(467,926)
Total Departmental Budget	13,396,006	10,657,243	10,850,347	10,708,709	11,381,691	531,344	4.90%	681,341

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
Mayor & Council								
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	-	0.0%	500
Committees - Planning & Zoning	-	248	500	-	500	-	0.0%	500
Committee - Board of Adjustments	-	-	500	-	500	-	0.0%	500
Committee - Audit	-	-	500	-	500	-	0.0%	500
Urban Wildlife	-	720	500	500	500	-	0.0%	-
Committee-Transportation Safety Advisory	-	-	-	500	500	500	0.0%	-
Total Supplies, Maintenance & Operations Costs	348	1,252	2,850	1,350	3,350	500	17.5%	2,000
Services								
Professional Services	-	-	-	-	-	-	0.0%	-
Dues/Subscriptions	3,068	2,716	3,245	3,280	3,300	55	1.7%	20
Training/Seminars & Related Travel	-	-	7,000	3,500	7,000	-	0.0%	3,500
Meetings and Related Travel	3,642	2,298	11,800	5,800	5,800	(6,000)	-50.8%	-
Public Relations	586	235	5,250	2,250	5,250	-	0.0%	3,000
Total Services Costs	7,295	5,249	27,295	14,830	21,350	(5,945)	-21.8%	6,520
Total Departmental Budget								
	7,643	6,500	30,145	16,180	24,700	(5,445)	-18.1%	8,520

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
City Administration								
Personnel								
Salaries	414,704	309,218	453,486	436,522	470,708	17,222	3.8%	34,186
Overtime	85	142	123	123	124	1	0.8%	1
Taxes - Social Security	23,236	18,155	26,853	25,410	27,752	899	3.3%	2,342
Taxes - Medicare	6,061	4,451	6,577	6,214	6,827	250	3.8%	613
Taxes SUTA/FUTA	35	399	398	398	214	(184)	-46.2%	(184)
Workers Compensation	1,462	1,260	982	853	942	(40)	-4.1%	89
Retirement	50,596	38,637	57,858	56,136	59,866	2,008	3.5%	3,730
Health Insurance	29,177	22,969	33,434	37,222	42,007	8,573	25.6%	4,785
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	570,078	609,640	28,752	4.9%	39,562
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	135,000	105,000	-	0.0%	(30,000)
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	157,333	133,076	1,244	0.9%	(24,257)
						-		-
Total Departmental Budget	660,453	630,873	715,331	730,020	744,976	29,646	4.1%	14,956

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
City Secretary								
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	10,034	10,904	508	4.9%	870
Taxes - Medicare	2,088	2,250	2,431	2,346	2,550	119	4.9%	204
Taxes SUTA/FUTA	18	234	234	234	126	(108)	-46.2%	(108)
Workers Compensation	478	428	363	315	352	(11)	-3.0%	37
Retirement	18,202	19,807	21,387	21,449	22,363	976	4.6%	914
Health Insurance	19,738	14,928	18,315	17,630	22,268	3,953	21.6%	4,638
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	202,231	208,402	220,800	220,731	234,442	13,642	6.2%	13,711
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%	-
Total Supplies, Maintenance & Operations Costs	1,516	2,229	1,250	1,250	1,150	(100)	-8.0%	(100)
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	800	1,548	48	3.2%	748
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
Total Services Costs	40,085	59,440	72,969	71,119	88,031	15,062	20.6%	16,912
Total Departmental Budget	243,831	270,071	295,019	293,100	323,623	28,604	9.7%	30,523

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
Human Resources								
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	8,190	6,486	(1,971)	-23.3%	(1,704)
Taxes - Medicare	1,636	1,847	1,978	1,916	1,517	(461)	-23.3%	(398)
Taxes SUTA/FUTA	14	176	176	176	63	(113)	-64.2%	(113)
Workers Compensation	384	346	295	256	209	(86)	-29.2%	(47)
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	10,321	6,636	(4,362)	-39.7%	(3,685)
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	150,887	169,222	175,711	175,211	132,828	(42,883)	-24.4%	(42,383)
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)
Total Supplies, Maintenance & Operations Costs	2,887	3,647	3,450	3,450	2,850	(600)	-17.4%	(600)
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	8,550	-	(51,250)	-100.0%	(8,550)
Employee Appreciation	10,822	11,839	11,260	11,260	11,855	595	5.3%	595
Employment Costs	2,738	2,795	2,675	9,675	2,675	-	0.0%	(7,000)
Tech/Internet/Software	150	7,160	17,902	19,792	4,630	(13,272)	-74.1%	(15,162)
Total Services Costs	64,867	82,279	98,662	63,585	36,639	(62,023)	-62.9%	(26,946)
Total Departmental Budget	218,641	255,147	277,823	242,245	172,317	(105,506)	-38.0%	(69,928)

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
Communications								
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	-	-	-	-	76	76	0.0%	76
Retirement	-	-	-	-	4,833	4,833	0.0%	4,833
Health Insurance	-	-	-	-	4,314	4,314	0.0%	4,314
Total Personnel Costs	-	-	-	-	50,174	50,174	0.0%	50,174
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
Total Departmental Budget	-	-	-	-	80,157	80,157	0.0%	80,157

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
Finance								
Personnel								
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	12,752	14,094	610	4.5%	1,342
Taxes - Medicare	2,525	2,524	3,153	2,983	3,296	143	4.5%	313
Taxes SUTA/FUTA	26	293	293	293	158	(135)	-46.1%	(135)
Workers Compensation	699	580	470	408	455	(15)	-3.2%	47
Retirement	22,183	23,024	27,740	27,762	28,905	1,165	4.2%	1,143
Health Insurance	30,166	26,552	35,063	32,769	32,471	(2,592)	-7.4%	(298)
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	251,701	251,761	297,684	295,208	306,707	9,023	3.0%	11,499
Supplies, Maintenance & Operations								
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%	-
Total Supplies, Maintenance & Operations Costs	1,471	1,598	2,050	2,050	2,050	-	0.0%	-
Services								
Professional Services	71,584	79,202	90,785	96,785	102,210	11,425	12.6%	5,425
Dues/Subscriptions	673	573	605	605	615	10	1.7%	10
Training/Seminars & Related Travel	4,096	4,558	6,350	5,350	5,100	(1,250)	-19.7%	(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	11,176	11,648	1,566	15.5%	472
Total Services Costs	76,565	84,988	108,473	114,566	120,223	11,751	10.8%	5,657
Total Departmental Budget	329,737	338,347	408,207	411,824	428,980	20,774	5.1%	17,156

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
Information Technology								
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	5,492	6,107	195	3.3%	615
Taxes - Medicare	1,179	1,228	1,383	1,284	1,428	45	3.3%	144
Taxes SUTA/FUTA	9	117	117	117	63	(54)	-46.2%	(54)
Workers Compensation	274	243	206	179	197	(9)	-4.4%	18
Retirement	10,339	11,254	12,162	12,017	12,525	363	3.0%	508
Health Insurance	12,725	12,840	15,083	11,098	10,584	(4,499)	-29.8%	(514)
Total Personnel Costs	116,344	122,451	130,213	124,711	129,410	(803)	-0.6%	4,699
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	100,500	2,000	-	0.0%	(98,500)
Dues/Subscriptions	88	175	388	388	430	43	11.0%	43
Training/Seminars & Related Travel	1,364	1,606	6,250	5,000	6,250	-	0.0%	1,250
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	346,493	239,690	(1,118)	-0.5%	(106,802)
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	106,629	27,000	-	0.0%	(79,629)
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	106,629	27,000	-	0.0%	(79,629)
Total Departmental Budget	614,176	639,353	450,509	630,320	462,122	11,614	2.6%	(168,198)

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
Municipal Court								
Personnel								
Salaries	102,498	108,130	112,693	113,694	118,960	6,267	5.6%	5,266
Overtime	-	181	360	179	368	8	2.2%	189
Taxes - Social Security	5,615	5,931	7,009	6,287	7,398	389	5.6%	1,111
Taxes - Medicare	1,314	1,387	1,639	1,470	1,730	91	5.6%	260
Taxes SUTA/FUTA	18	234	234	234	126	(108)	-46.2%	(108)
Workers Compensation	319	288	244	212	238	(6)	-2.5%	26
Retirement	12,212	13,308	14,420	14,479	15,173	753	5.2%	694
Health Insurance	27,723	24,749	29,484	28,063	29,198	(286)	-1.0%	1,135
Total Personnel Costs	149,698	154,207	166,083	164,618	173,191	7,108	4.3%	8,573
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	4,442	200	-	0.0%	(4,242)
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	4,500	7,000	2,500	55.6%	2,500
Local Youth Diversion Fund	-	-	-	-	4,000	4,000	0.0%	4,000
Total Supplies, Maintenance & Operations Costs	4,094	48,880	17,373	21,615	18,550	1,177	6.8%	(3,065)
Services								
Professional Services	94,197	63,068	73,040	58,640	66,740	(6,300)	-8.6%	8,100
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	66,490	76,790	(4,100)	-5.1%	10,300
Total Departmental Budget	250,804	268,049	264,346	252,724	268,531	4,185	1.6%	15,807

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
Public Safety and Emergency Services								
Personnel								
Salaries	2,015,402	2,022,937	2,332,085	2,046,649	2,389,067	56,982	2.4%	342,418
Overtime	84,341	81,177	36,239	42,621	36,532	293	0.8%	(6,089)
Taxes - Social Security	128,063	128,790	146,836	128,453	150,387	3,551	2.4%	21,934
Taxes - Medicare	29,950	30,121	34,341	30,041	35,171	830	2.4%	5,130
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	52,911	(2,786)	-5.0%	4,519
Retirement	252,956	259,222	302,045	258,053	308,431	6,386	2.1%	50,378
Health Insurance	286,570	225,771	320,028	224,499	266,886	(53,142)	-16.6%	42,387
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)	-	(194,190)	10,915	-5.3%	(194,190)
Total Personnel Costs	2,901,175	2,852,145	3,053,676	2,818,056	3,047,085	(6,591)	-0.2%	229,029
Supplies, Maintenance & Operations								
Supplies and Consumables	3,267	5,253	4,500	5,000	3,500	(1,000)	-22.2%	(1,500)
Minor Equipment and Furniture	14,684	37,777	40,150	43,150	38,445	(1,705)	-4.2%	(4,705)
Fuel	51,124	45,170	43,000	40,000	43,000	-	0.0%	3,000
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	136,507	149,325	22,045	17.3%	12,818
Services								
Professional Services	715,345	860,088	945,810	966,810	1,608,755	662,945	70.1%	641,945
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	1,095,893	1,752,784	677,891	63.1%	656,891
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	256,926	364,781	65,000	127,106	94,000	29,000	44.6%	(33,106)
Total Capital Outlay & Transfers Costs	256,926	364,781	65,000	127,106	94,000	29,000	44.6%	(33,106)
Total Departmental Budget	4,042,987	4,249,756	4,320,849	4,177,563	5,043,194	722,345	16.7%	865,631

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
Maintenance								
Personnel								
Salaries	390,621	463,062	536,594	467,272	604,537	67,943	12.7%	137,265
Overtime	14,745	14,092	6,311	7,412	6,541	230	3.6%	(871)
Taxes - Social Security	23,847	28,686	33,660	28,713	37,887	4,227	12.6%	9,174
Taxes - Medicare	5,577	6,709	7,872	6,715	8,861	989	12.6%	2,146
Taxes SUTA/FUTA	90	1,427	1,287	1,287	756	(531)	-41.3%	(531)
Workers Compensation	22,176	21,015	18,352	15,945	17,484	(868)	-4.7%	1,539
Retirement	48,287	58,794	69,248	60,249	77,699	8,451	12.2%	17,450
Health Insurance	90,832	79,291	105,678	80,656	97,800	(7,878)	-7.5%	17,144
Allowance for Vacancies	-	-	(49,500)	-	(49,500)	-	0.0%	(49,500)
Project Allocation	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	596,174	673,076	729,502	668,249	802,065	72,563	9.9%	133,816
Supplies, Maintenance & Operations								
Supplies and Consumables	6,985	9,174	8,050	8,050	8,250	200	2.5%	200
Minor Equipment and Furniture	14,613	13,645	18,300	20,460	13,950	(4,350)	-23.8%	(6,510)
Fuel	17,451	21,397	15,000	16,500	15,500	500	3.3%	(1,000)
Uniforms	8,082	7,638	8,225	8,225	8,350	125	1.5%	125
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	18,000	17,500	2,000	12.9%	(500)
Building Maintenance/Repairs	76,344	59,324	28,063	30,563	28,063	-	0.0%	(2,500)
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	15,000	20,000	-	0.0%	5,000
Total Supplies, Maintenance & Operations Costs	181,999	177,235	163,638	179,259	180,113	16,475	10.1%	854
Services								
Professional Services	543	10,733	200	584	28,644	28,444	14222.0%	28,060
Dues/Subscriptions	189	164	932	932	932	-	0.0%	-
Training/Seminars & Related Travel	6,463	8,318	14,575	13,753	15,125	550	3.8%	1,372
Meetings and Related Travel	249	347	400	400	400	-	0.0%	-
Employee Appreciation	506	393	550	550	600	50	9.1%	50

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	-	11,331	24,821	16,990	25,061	240	1.0%	8,071
Total Services Costs	7,951	31,285	41,478	33,209	70,762	29,284	70.6%	37,553
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	49,300	213,023	134,975	248,373	73,968	(61,007)	-45.2%	(174,405)
Total Capital Outlay & Transfers Costs	49,300	213,023	134,975	248,373	73,968	(61,007)	-45.2%	(174,405)
Total Departmental Budget	835,424	1,094,619	1,069,593	1,129,089	1,126,907	57,315	5.4%	(2,181)

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
Building Codes and Permits								
Personnel								
Salaries	157,700	169,509	240,824	239,958	249,773	8,949	3.7%	9,815
Overtime	-	153	451	-	469	18	4.0%	469
Taxes - Social Security	9,417	10,030	14,959	14,504	15,515	556	3.7%	1,011
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	942	(42)	-4.3%	87
Retirement	18,844	20,691	30,775	30,506	31,818	1,043	3.4%	1,312
Health Insurance	27,385	26,224	38,861	36,322	38,415	(446)	-1.1%	2,093
Total Personnel Costs	216,812	230,283	330,820	326,005	340,813	9,993	3.0%	14,808
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	17,009	26,120	4,120	18.7%	9,111
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	24,178	33,290	4,120	14.1%	9,113
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
Total Departmental Budget	279,180	267,900	368,910	359,103	420,558	51,648	14.0%	61,455

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
Engineering and Planning								
Personnel								
Salaries	292,464	313,430	425,179	368,711	445,790	20,611	4.8%	77,079
Overtime	1,089	360	100	584	1,302	1,202	1202.0%	718
Taxes - Social Security	17,763	18,779	26,367	21,891	27,720	1,353	5.1%	5,829
Taxes - Medicare	4,155	4,392	6,167	5,120	6,483	316	5.1%	1,363
Taxes SUTA/FUTA	42	495	608	608	328	(280)	-46.1%	(280)
Workers Compensation	1,252	1,114	1,005	873	974	(31)	-3.1%	101
Retirement	35,088	38,638	54,244	46,538	56,848	2,604	4.8%	10,310
Health Insurance	33,074	30,389	48,707	38,148	52,487	3,780	7.8%	14,339
Project Allocation	-	-	-	(101,640)	(110,000)	(110,000)		
Total Personnel Costs	384,926	407,596	562,377	380,833	481,932	(80,445)	-14.3%	109,459
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	831,511	(68,489)	-7.6%	(89,746)
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	889,986	(81,389)	-8.4%	(102,646)
Services								
Professional Services	240,020	140,407	120,000	103,050	70,000	(50,000)	-41.7%	(33,050)
Dues/Subscriptions	615	626	1,464	1,950	2,665	1,201	82.0%	715
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	567	400	-	0.0%	(167)
Tech/Internet/Software	-	6,736	11,518	15,418	13,177	1,659	14.4%	(2,242)

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	134,625	108,942	(38,081)	-25.9%	(25,684)
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	6,030	7,016	-	-	-	-	0.0%	-
Total Capital Outlay & Transfers Costs	6,030	7,016	-	-	-	-	0.0%	-
Total Departmental Budget	1,522,806	1,358,006	1,680,774	1,508,090	1,480,860	(199,915)	-11.9%	(18,871)

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
Non-Departmental and Shared								
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	-	-	-	-	26,000	26,000	0.0%	26,000
Emergency Response	436,482	-	500	500	500	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	440,877	4,342	4,100	6,100	33,900	29,800	726.8%	27,800
Services								
Public Relations and Events	-	-	-	-	15,500	15,500	0.0%	15,500
Total Services Costs	-	-	-	-	15,500	15,500	0.0%	15,500
Shared Services								
Facility Contracts & Services	49,348	27,563	83,479	72,089	83,939	460	0.6%	11,850
Postage	2,434	3,445	4,125	4,125	4,125	-	0.0%	-
General Liability Insurance	58,066	88,746	90,000	90,000	100,085	10,085	11.2%	10,085
Electricity	41,173	38,585	44,000	43,000	44,000	-	0.0%	1,000
Total Shared Services Costs	151,021	158,339	221,604	209,214	232,149	10,545	4.8%	22,935
Capital Outlay & Transfers								
Transfer to SAP Fund 02	3,442,995	813,526	370,000	370,000	163,717	(206,283)	-55.8%	(206,283)
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	743,138	523,217	(219,921)	-29.6%	(219,921)
Total Departmental Budget	4,390,324	1,278,620	968,842	958,452	804,766	(164,076)	-16.9%	(153,686)

Governmental Strategic Projects Fund

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26
Beginning Fund Balance	1,407,555	3,269,573	2,297,490	2,297,490	816,914
<u>Revenues:</u>					
Transfer from General Fund	3,442,995	813,526	370,000	370,000	163,717
Total Revenue	3,442,995	813,526	370,000	370,000	163,717
<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	-	175,426	-
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	-	754,911	-
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	162,240
Drainage CIP #4 8040 Rolling Acres Trail	-	-	67,600	67,600	162,240
Drainage CIP #42 Vestal Park Culvert	-	-	113,844	13,844	-
<u>Public Health, Safety, and Welfare</u>					
Fire Services Program Review	-	73,775	-	-	-
Fire Station #3 Upgrades	-	111,813	-	40,034	200,000

	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	30,500	-
Employee Handbook	-	-	10,000	5,189	-
Communications and Marketing Strategy	2,068	42,178	-	199,840	-
City Records Digitization Program	22,967	-	-	-	-
Fuel Station	-	97,150	-	-	-
3rd Party Scanning	-	-	-	-	-
IT Master Plan	-	-	50,000	74,931	-
Strategic Planning	-	-	-	-	35,000
Total Expenditures	1,580,977	1,785,609	369,044	1,850,576	659,480
Total Change in Fund Balance	1,862,018	(972,083)	956	(1,480,576)	(495,763)
Ending Fund Balance	3,269,573	2,297,490	2,298,446	816,914	321,151

Debt Service Fund					
	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26
Beginning Fund Balance	52,658	77,976	104,949	104,949	29,475
<u>Revenues:</u>					
General Property-I & S	568,287	556,341	890,117	900,792	794,365
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
Total Revenue	577,848	580,535	904,117	915,792	808,365
<u>Expenditures:</u>					
Bond Principal	460,000	470,000	785,000	785,000	600,000
Bond Interest Payable	92,130	83,163	205,465	205,465	198,450
Bond Agent Fees	400	400	800	800	-
Total Expenditures	552,530	553,563	991,265	991,265	798,450
Revenue Over / (Under) Expenditures	25,318	26,973	(87,148)	(75,473)	9,915
Ending Fund Balance	77,976	104,949	17,801	29,475	39,390

Bond Capital Fund					
	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26
Beginning Fund Balance	-	-	11,650	3,596,650	1,060,867
<u>Revenues:</u>					
Bond Proceeds	-	3,550,000	3,585,000	-	-
Bond Premium	-	181,669	-	-	-
Interest Income	-	11,650	17,000	147,000	120,000
Total Revenue	-	3,743,319	3,602,000	147,000	120,000
<u>Expenditures:</u>					
Bond Issuance Fees	-	146,669	-	-	-
Dietz Elkhorn Rdwy Incidentals	-	-	-	-	-
Dietz Elkhorn Rdwy Construction	-	-	2,093,922	2,093,922	-
Rolling Acres Rdwy Incidentals	-	-	-	-	-
Rolling Acres Rdwy Construction	-	-	-	-	315,000
Ammann Rdwy Incidentals	-	-	-	-	-
Ammann Rdwy Construction	-	-	439,699	430,000	108,555
Battle Intense Rdwy Incidentals	-	-	-	-	-
Battle Intense Rdwy Construction	-	-	420,000	158,861	-
Total Expenditures	-	146,669	2,953,621	2,682,783	423,555
Revenue Over / (Under) Expenditures	-	3,596,650	648,379	(2,535,783)	(303,555)
Ending Fund Balance	-	3,596,650	660,029	1,060,867	757,312

Vehicle and Equipment Replacement Fund

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

Scheduled Replacements:

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

Consolidated Utility Funds Budget by Division

Summary Budget

	Water	Wastewater	Equipment Replacement Fund	Utility Fund Total
Utility Operating Revenues	4,471,417	1,767,160	-	6,238,577
Utility Operating Expenses				
Personnel	1,048,631	1,075,894	-	2,124,525
Supplies, Maintenance & Operations	2,845,037	709,701	-	3,554,737
Services	339,791	78,255	-	418,045
Total Utility Operating Expenses	4,233,458	1,863,849	-	6,097,307
Operating Income/(Loss) Before Depreciation	237,959	(96,689)	-	141,270
Depreciation	(550,000)	(270,600)	-	(820,600)
Operating Income/(Loss) After Depreciation	(312,041)	(367,289)	-	(679,330)
Non-Operating Revenues (Expenses)				
Non-Operating Revenues	1,444,069	790,630	-	2,234,699
Capital Outlay	(7,390,830)	(1,898,857)	-	(9,289,687)
Asset Transfer for GAAP	6,640,830	1,898,857	-	8,539,687
Bond Interest Costs	(103,927)	(53,046)	-	(156,973)
Transfers Out	(7,169,155)	(1,422,000)	(62,698)	(8,653,853)
Transfers In	7,086,504	1,386,349	181,000	8,653,853
Total Non-Operating Revenue (Expenses)	507,491	701,933	118,302	1,327,726
Net Income/(Loss)	195,450	334,644	118,302	648,396

Consolidated Utility Budget by Fund Summary

	Water Operations	Wastewater Operations	Water Capital	Wastewater Capital	Utility Equip. Repl	Utility Fund Total
Utility Operating Revenues	4,471,417	1,767,160				6,238,577
Utility Operating Expenses						
Personnel	1,048,631	1,075,894				2,124,525
Supplies, Maintenance & Operations	2,845,037	709,701				3,554,737
Services	339,791	78,255				418,045
Total Utility Operating Expenses	4,233,458	1,863,849	-	-	-	6,097,307
Operating Income/(Loss)	237,959	(96,689)	-	-	-	141,270
Non-Operating Revenues (Expenses)						
Non-Operating Revenues	1,444,069	790,630				2,234,699
Capital Outlay	(320,589)	(70,349)	(7,070,241)	(1,828,508)		(9,289,687)
Depreciation	(550,000)	(270,600)				(820,600)
Asset Transfer for GAAP	6,640,830	1,898,857				8,539,687
Debt Service Costs	(103,927)	(53,046)				(156,973)
Transfers Out	(7,169,155)	(1,422,000)			(62,698)	(8,653,853)
Transfers In	31,349	31,349	7,055,155	1,355,000	181,000	8,653,853
Total Non-Operating Revenue (Expenses)	(27,423)	904,841	(15,086)	(473,508)	118,302	507,126
Net Income/(Loss)	210,536	808,152	(15,086)	(473,508)	118,302	648,396

Utility Funds Net Position

	Projected 9/30/2025	Budget FY 2025-26	Projected 9/30/2026
Net investment in Capital Assets	13,447,601	270,175	13,717,776
<u>Unrestricted Net Position</u>			
Contribution in Aid - EST	(298,868)	-	(298,868)
Water Capital	493,430	(15,086)	478,344
Wastewater Capital	1,266,874	(473,508)	793,366
Operating Reserve	3,313,156	269,906	3,583,062
Debt Service Reserve	1,358,684	478,607	1,837,291
Equipment Replacement Fund	718,690	118,302	836,992
Total Unrestricted	6,851,966	378,221	7,230,187
Total Net Position	20,299,567	648,396	20,947,963

Water Utility Fund Summary

Proposed Budget

Exhibit A

Item #14.

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26	Budget v Budget	Budget v Budget %	Budget v PY Projected
Water Operating Revenues	4,373,143	4,247,141	4,296,696	4,390,639	4,471,417	174,721	4.1%	80,778
Water Operating Expenses								
Personnel	922,626	950,159	1,040,847	995,410	1,048,631	7,784	0.7%	53,221
Supplies, Maintenance & Operations	2,383,549	2,463,423	2,568,176	2,569,078	2,845,037	276,861	10.8%	275,959
Services	189,400	141,837	305,044	330,044	339,791	34,747	11.4%	9,747
Total Water Operating Expenses	3,495,574	3,555,419	3,914,066	3,894,532	4,233,458	319,392	8.2%	338,926
Depreciation	(547,243)	(592,159)	(550,000)	(650,000)	(550,000)	-	0.0%	100,000
Operating Income after Depreciation	330,325	99,563	(167,370)	(153,893)	(312,041)	(144,671)	86.4%	(258,148)
Non-Operating Revenues (Expenses)								
Non-Operating Revenues	785,414	1,004,361	1,440,889	1,508,089	1,444,069	3,180	0.2%	(64,020)
Capital Outlay	(451,166)	(852,999)	(3,254,305)	(5,080,198)	(7,390,830)	(4,136,526)	127.1%	(2,310,632)
Asset Transfer for GAAP	379,271	842,670	3,254,305	5,080,198	6,640,830	3,386,526	104.1%	1,560,632
Debt Service Expense	(16,141)	(119,656)	(37,446)	(96,191)	(103,927)	(66,481)	177.5%	(7,736)
Transfers Out	(394,794)	(552,985)	(3,503,835)	(3,473,535)	(7,169,155)	(3,665,320)	104.6%	(3,695,620)
Transfers In	429,000	644,951	3,389,835	3,397,035	7,086,504	3,696,669	109.1%	3,689,469
Total Non-Operating Revenues (Expenses)	731,584	966,341	1,289,443	1,335,398	507,491	(781,952)	-60.6%	(827,907)
Net Income/(Loss)	1,061,909	1,065,904	1,122,073	1,181,505	195,450	(926,623)	-82.6%	(1,086,055)

Water Utility Fund Revenue

Proposed Budget

Exhibit A

Item #14.

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26	Budget v Budget	Budget v Budget %	Budget v PY Projected
Water Operating Revenues								
Water Revenue Residential	3,754,870	3,752,222	3,736,048	3,886,048	3,910,769	174,721	4.7%	24,721
Water Revenue Commercial	175,338	147,704	180,094	150,094	180,094	-	0.0%	30,000
Water Contract Commercial	177,354	177,354	177,354	177,354	177,354	-	0.0%	-
Water Revenue Non Potable	65,998	39,986	74,000	55,000	74,000	-	0.0%	19,000
Water Service Connect Fees	18,975	28,965	30,000	25,000	30,000	-	0.0%	5,000
Water Penalties	47,840	48,426	48,000	38,000	48,000	-	0.0%	10,000
Water-Bad Debts	(1,848)	(5,609)	(4,000)	(4,000)	(4,000)	-	0.0%	-
Misc./Special Requests	90,640	145	500	1,843	500	-	0.0%	(1,343)
Third Party Reimbursement	8,300	963	3,500	1,000	3,500	-	0.0%	2,500
Permits/Variances	475	475	1,200	300	1,200	-	0.0%	900
Credit Card Service Fee	35,201	56,510	50,000	60,000	50,000	-	0.0%	(10,000)
Total Operating Revenues	4,373,143	4,247,141	4,296,696	4,390,639	4,471,417	174,721	4.1%	80,778
Water Non-Operating Revenues								
Water Debt Service	285,467	284,559	936,054	933,554	938,914	2,860	0.3%	5,360
Water Capital	258,188	285,723	104,835	104,535	105,155	320	0.3%	620
Water Impact Fees	69,871	217,396	200,000	170,000	200,000	-	0.0%	30,000
Water Interest Income	182,402	216,683	200,000	300,000	200,000	-	0.0%	(100,000)
Sale of Assets	(10,514)	-	-	-	-	-	0.0%	-
Total Non-Operating Revenues	785,414	1,004,361	1,440,889	1,508,089	1,444,069	3,180	0.2%	(64,020)
Total Water Revenues	5,158,557	5,251,502	5,737,585	5,898,728	5,915,486	177,901	3.1%	16,758

Water Utility Fund Operating Expense

Proposed Budget

Exhibit A

Item #14.

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26	Budget v Budget	Budget v Budget %	Budget v PY Projected
Operating Expenses								
Service Salaries	231,245	238,706	292,771	265,115	285,070	(7,701)	-2.6%	19,955
Service Overtime	10,820	11,397	8,026	10,665	7,734	(292)	-3.6%	(2,931)
Service Taxes - FICA	14,264	15,310	18,649	16,068	18,154	(495)	-2.7%	2,086
Service Taxes - MEDICARE	3,336	3,581	4,362	3,758	4,246	(116)	-2.7%	488
Service Workers' Comp	9,614	9,215	7,167	6,227	6,410	(757)	-10.6%	183
Service Taxes - SUTA/FUTA	45	660	644	644	347	(297)	-46.1%	(297)
Service Retirement	39,392	34,321	38,367	33,968	37,230	(1,137)	-3.0%	3,262
Service Insurance	45,719	43,032	51,184	45,553	52,341	1,157	2.3%	6,788
Water Service OPEB	(131)	-	-	-	-	-	0.0%	-
Water Service Allowance for Vacancies	-	-	(20,000)	-	(20,000)	-	0.0%	(20,000)
Administration Salaries	414,212	456,889	117,283	109,783	122,177	4,894	4.2%	12,394
Administration Overtime	597	262	62	-	62	-	0.0%	62
Administration Taxes - FICA	24,603	26,377	7,205	6,517	7,499	294	4.1%	982
Administration Taxes - MEDICARE	5,787	6,181	1,702	1,539	1,772	70	4.1%	233
Administration Workers' Comp	1,527	1,278	254	221	244	(10)	-3.9%	23
Administration Taxes - SUTA/FUTA	58	657	181	181	98	(83)	-45.9%	(83)
Administration Retirement	68,289	55,075	14,967	13,791	15,543	576	3.8%	1,752
Administration Insurance	53,476	47,217	15,755	14,119	15,620	(135)	-0.9%	1,501
Administration OPEB	(227)	-	-	-	-	-	0.0%	-
Project Allocation	-	-	-	(89)	-	-	0.0%	89
HR & Communications Salaries	-	-	68,204	68,471	52,308	(15,896)	-23.3%	(16,163)
HR & Communications Overtime	-	-	-	-	-	-	0.0%	-
HR & Communications Taxes - FICA	-	-	4,229	4,095	3,243	(986)	-23.3%	(852)
HR & Communications Taxes - MEDICARE	-	-	989	958	758	(231)	-23.4%	(200)
HR & Communications Workers' Comp	-	-	148	129	105	(43)	-29.1%	(24)
HR & Communications Taxes - SUTA/FUTA	-	-	88	88	32	(56)	-63.6%	(56)
HR & Communications Retirement	-	-	8,699	8,542	6,651	(2,048)	-23.5%	(1,891)
HR & Communications Insurance	-	-	5,499	5,018	3,318	(2,181)	-39.7%	(1,700)
Finance Salaries	-	-	108,659	109,039	113,581	4,922	4.5%	4,542
Finance Overtime	-	-	81	-	83	2	2.5%	83
Finance Taxes - FICA	-	-	6,742	6,371	7,047	305	4.5%	676
Finance Taxes - MEDICARE	-	-	1,577	1,490	1,648	71	4.5%	158
Finance Workers' Comp	-	-	235	204	227	(8)	-3.4%	23
Finance Taxes - SUTA/FUTA	-	-	146	146	79	(67)	-45.9%	(67)

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26	Budget v Budget	Budget v Budget %	Budget Projected	Item #14.
Finance Retirement	-	-	13,870	13,610	14,452	582	4.2%	842	
Finance Insurance	-	-	17,531	16,147	16,235	(1,296)	-7.4%	88	
Information Technology Salaries	-	-	47,675	47,262	49,253	1,578	3.3%	1,991	
Information Technology Taxes - FICA	-	-	2,956	2,746	3,054	98	3.3%	308	
Information Technology Taxes - MEDICARE	-	-	691	642	714	23	3.3%	72	
Information Technology Workers' Comp	-	-	103	89	99	(4)	-3.9%	10	
Information Technology Taxes - SUTA/FUTA	-	-	59	59	32	(27)	-45.8%	(27)	
Information Technology Retirement	-	-	6,081	5,895	6,263	182	3.0%	368	
Information Technology Insurance	-	-	7,542	5,453	5,292	(2,250)	-29.8%	(161)	
Engineering & Planning Salaries	-	-	136,763	128,538	139,891	3,128	2.3%	11,353	
Engineering & Planning Overtime	-	-	50	472	651	601	1202.0%	179	
Engineering & Planning Taxes - FICA	-	-	8,482	8,311	8,714	232	2.7%	403	
Engineering & Planning Taxes - MEDICARE	-	-	1,984	1,944	2,038	54	2.7%	94	
Engineering & Planning Workers' Comp	-	-	338	294	321	(17)	-5.0%	27	
Engineering & Planning Taxes - SUTA/FUTA	-	-	181	181	98	(83)	-45.9%	(83)	
Engineering & Planning Retirement	-	-	17,451	17,353	17,870	419	2.4%	517	
Engineering & Planning Insurance	-	-	15,215	13,804	14,939	(276)	-1.8%	1,135	
Communications Salaries	-	-	-	-	19,006	19,006	0.0%	19,006	
Communications Taxes - FICA	-	-	-	-	1,178	1,178	0.0%	1,178	
Communications Taxes - MEDICARE	-	-	-	-	276	276	0.0%	276	
Communications Workers' Comp	-	-	-	-	38	38	0.0%	38	
Communications Taxes - SUTA/FUTA	-	-	-	-	16	16	0.0%	16	
Communications Retirement	-	-	-	-	2,417	2,417	0.0%	2,417	
Communications Insurance	-	-	-	-	2,157	2,157	0.0%	2,157	
Uniforms	6,453	6,386	6,718	6,718	6,718	1	0.0%	1	
Power	158,995	126,817	150,000	142,000	150,000	-	0.0%	8,000	
Maintenance of Plants/Lines	143,895	197,145	120,000	120,000	150,000	30,000	25.0%	30,000	
Analysis Fees	10,672	10,601	12,000	12,000	12,300	300	2.5%	300	
Chemicals	6,428	5,932	6,500	6,500	6,500	-	0.0%	-	
City Management Fee	208,678	205,872	208,375	213,425	217,111	8,736	4.2%	3,686	
Equipment Maintenance	6,235	7,768	17,100	17,100	16,400	(700)	-4.1%	(700)	
Equipment Gas & Oil	15,477	15,451	15,000	15,000	15,000	-	0.0%	-	
GBRA Water Fees	1,532,440	1,522,466	1,591,970	1,554,970	1,800,325	208,355	13.1%	245,355	
Equipment Lease	2,409	-	300	-	300	-	0.0%	300	
Tools & Minor Equipment	11,997	12,085	12,125	12,125	12,950	825	6.8%	825	
Training	10,774	14,908	25,563	25,563	25,500	(63)	-0.2%	(63)	
Utilities & Radio	21,171	24,728	30,600	30,600	36,750	6,150	20.1%	6,150	
Signal & Telemetry	34	-	-	-	585	585	0.0%	585	
Water Building Maintenance	6,627	4,686	11,380	8,880	9,900	(1,480)	-13.0%	1,020	
Supplies & Consumables	3,335	5,012	3,700	3,700	3,700	-	0.0%		

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26	Budget v Budget	Budget v Budget %	Budget Projected
Vehicle Maintenance/Repair	6,165	4,944	6,500	6,500	7,000	500	7.7%	500
Water Inventory Adjustment	-	-	-	-	-	-	0.0%	-
Utilities & Telephone	9,494	8,757	9,189	9,189	8,565	(624)	-6.8%	(624)
Dues & Publications	1,185	886	2,786	2,786	2,998	212	7.6%	212
Water Professional Services	184,751	141,837	305,044	295,044	339,791	34,747	11.4%	44,747
Permit & Licenses	8,227	8,437	8,936	8,737	8,936	-	0.0%	199
General Liability Insurance	28,127	35,029	45,000	44,121	54,115	9,115	20.3%	9,994
Office Supplies	2,539	2,339	3,244	3,244	4,084	840	25.9%	840
Travel & Meetings	3,094	2,911	1,250	1,250	1,200	(50)	-4.0%	(50)
Software & Computer	117,204	156,830	223,251	235,751	214,950	(8,301)	-3.7%	(20,801)
Recording/Reporting	154	-	500	500	500	-	0.0%	-
Postage	611	441	689	689	689	-	0.0%	-
Building/Equip Maintenance	-	-	150	-	150	-	0.0%	150
Conservation Ed & Newsletter	-	698	1,370	-	1,370	-	0.0%	1,370
Billing Statement Charges	3,839	4,020	3,700	4,200	4,200	500	13.5%	-
Billing Postage	10,462	10,758	10,000	11,000	11,000	1,000	10.0%	-
Copier Lease	1,673	193	1,789	1,789	1,789	-	0.0%	-
Public Relations	4,431	4,206	4,250	4,250	2,250	(2,000)	-47.1%	(2,000)
Employment Costs	809	284	1,337	1,337	1,338	0	0.0%	0
Employee Appreciation	5,062	4,196	5,155	5,155	5,615	460	8.9%	460
Water Miscellaneous	-	-	250	-	250	-	0.0%	250
Credit Card Service Fee	34,853	58,636	27,500	60,000	50,000	22,500	81.8%	(10,000)
Total Operating Expenses	3,490,925	3,555,419	3,914,066	3,859,532	4,233,458	319,392	8.2%	373,926

Exhibit A

Item #14.

Water Utility Fund
Capital, Debt and Non-Cash Expenses
Proposed Budget

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26	Budget v Budget	Budget v Budget %	Budget v PY Projected
Capital Outlays								
Operational Capital	78,788	289,454	60,000	255,379	289,240	229,240	382.1%	33,861
Water Vehicle and Equipment Purchases	107,160	197,106	7,938	160,246	31,349	23,412	294.9%	(128,897)
Total Capital Outlays	185,948	486,561	67,938	415,625	320,589	252,652	371.9%	(95,036)
Debt Service								
Bond Water Issuance Fees	-	97,200	-	-	-	-	0.0%	-
Bond Interest Cost	16,141	22,224	37,446	96,191	103,927	66,481	177.5%	7,736
Tax Exempt Lease Interest	-	232	-	-	-	-	0.0%	-
Total Debt Service	16,141	119,656	37,446	96,191	103,927	66,481	177.5%	7,736
Non-Cash Adjustments								
Transfer to Veh/Equip Replace Fund	66,735	49,866	114,000	114,000	114,000	-	0.0%	-
Transfer to Water Capital Fund	328,059	503,119	3,389,835	3,359,535	7,055,155	3,665,320	108.1%	3,695,620
Transfer from ERF	(100,941)	(141,832)	-	(37,500)	(31,349)	(31,349)	0.0%	6,151
Transfer of Assets to Balance Sheet	(379,271)	(842,670)	(3,254,305)	(5,080,198)	(6,640,830)	(3,386,526)	104.1%	(1,560,632)
Water Service Depreciation	547,243	592,159	550,000	650,000	550,000	-	0.0%	(100,000)
Total Non-Cash Adjustments	461,825	160,643	799,531	(994,163)	1,046,976	247,446	30.9%	2,141,139
Total Non-Operating Expenses	663,914	766,859	904,914	(482,347)	1,471,492	566,578	62.6%	2,053,839

Water Strategic and Capital Funds Proposed Budget

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26
Beginning Fund Balance	1,339,728	1,397,919	1,534,600	1,534,600	194,562
<u>Resources:</u>					
Transfer from Utility Fund	328,059	503,119	3,389,835	3,359,535	7,055,155
Total Transfers	328,059	503,119	3,389,835	3,359,535	7,055,155
<u>Capital Projects</u>					
Elevated Storage Tank	14,480	-	-	705,462	4,367,901
Plant 2 Hydro Tank & Variable Drives	7,065	-	-	-	-
Creek Crossing West Waterline	146,112	-	-	-	-
Plant 5 Expansion	5,856	17,214	1,320,800	1,527,229	-
Willow Wind/Red Bud Hill	35,836	10,702	879,807	903,974	-
Old Fredericksburg Rd	25,858	4,883	270,400	599,853	-
Rolling Acres Trail Rehab	30,011	10,104	610,941	637,619	-
Well 27 Upgrades	-	30,000	-	30,000	-
Well 31 Upgrades	-	30,000	-	30,000	-
Well 25 Upgrades	-	30,000	-	30,000	-
Well 28 Upgrades	-	30,000	-	30,000	-
Cibola Creek Waterline Relocation	-	203,537	-	36,375	-
Upgrade Plant 3 Electrical	-	-	74,419	74,419	100,000
SAWS Emergency Interconnect	-	-	30,000	59,642	352,340
Dietz Elkhorn Road Waterline	-	-	-	-	1,500,000
<u>Non-Capital Projects</u>					
Water Rate Study	4,649	-	-	-	-
Impact Rate Study	-	-	-	35,000	-
GBRA Waterline	-	-	-	-	750,000
Total Expenditures	269,867	366,439	3,186,367	4,699,573	7,070,241
Total Change in Fund Balance	58,192	136,680	203,468	(1,340,038)	(15,086)
Ending Fund Balance	1,397,919	1,534,600	1,738,068	194,562	179,476

Wastewater Utility Fund Summary

Proposed Budget

Exhibit A

Item #14.

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26	Budget v Budget	Budget v Budget %	Budget v PY Projected
Wastewater Operating Revenues	990,913	1,692,909	1,713,153	1,780,213	1,767,160	54,007	3.2%	(13,052)
Wastewater Operating Expenses								
Personnel	931,809	1,019,992	1,072,837	1,029,885	1,075,894	3,057	0.3%	46,009
Supplies, Maintenance & Operations	588,059	580,608	596,898	586,783	709,701	112,803	18.9%	122,918
Services	51,229	40,170	63,508	88,508	78,255	14,747	23.2%	(10,253)
Total Wastewater Operating Expenses	1,571,098	1,640,770	1,733,243	1,705,176	1,863,849	130,606	7.5%	158,674
Depreciation	(259,967)	(315,658)	(270,600)	(360,000)	(270,600)	-	0.0%	89,400
Operating Income After Depreciation	(840,153)	(263,519)	(290,690)	(284,963)	(367,289)	(76,599)	26.4%	(171,726)
Non-Operating Revenues (Expenses)								
Non-Operating Revenues	364,567	515,851	790,630	663,830	790,630	-	0.0%	126,800
Capital Outlay	(1,152,186)	(414,241)	(657,938)	(891,354)	(1,898,857)	(1,240,920)	188.6%	(1,007,503)
Asset Transfer for GAAP	1,074,201	406,022	657,938	891,354	1,898,857	1,240,920	188.6%	1,007,503
Debt Service Expense	(3,075)	(26,203)	(16,629)	(47,919)	(53,046)	(36,417)	219.0%	(5,127)
Transfers Out	(191,994)	(291,310)	(892,000)	(767,000)	(1,422,000)	(530,000)	59.4%	(655,000)
Transfers In	132,754	395,210	825,000	805,070	1,386,349	561,349	68.0%	581,279
Total Non-Operating Revenues (Expenses)	224,267	585,329	707,001	653,981	701,933	(5,068)	-0.7%	47,952
Net Income/(Loss)	(615,886)	321,810	416,311	369,018	334,644	(81,667)	-19.6%	(123,774)

Wastewater Utility Fund Revenue

Proposed Budget

Exhibit A

Item #14.

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26	Budget v Budget	Budget v Budget %	Budget v PY Projected
Wastewater Operating Revenues								
Sewer Revenue Residential	971,993	1,626,221	1,641,971	1,702,872	1,674,810	32,839	2.0%	(28,061)
Sewer Revenue Commercial	4,418	37,120	37,832	57,832	59,000	21,168	56.0%	1,168
Sewer Service Connect Fee	7,700	18,200	25,000	10,000	25,000	-	0.0%	15,000
Sewer Penalties	7,211	12,113	9,000	10,000	9,000	-	0.0%	(1,000)
Sewer Bad Debt	(492)	(744)	(1,000)	(1,000)	(1,000)	-	0.0%	-
Sewer Grant Revenue	-	-	-	-	-	-	0.0%	-
Misc/Special Requests	83	-	350	509	350	-	0.0%	(159)
Third Party Reimbursement	-	-	-	-	-	-	0.0%	-
Total Operating Revenues	990,913	1,692,909	1,713,153	1,780,213	1,767,160	54,007	3.2%	(13,052)
Wastewater Non-Operating Revenues								
Sewer Debt Service	54,911	54,502	415,630	413,830	415,630	-	0.0%	1,800
Sewer Capital	98,362	108,764	-	-	-	-	0.0%	-
Sewer Impact Fee	34,392	141,614	175,000	50,000	175,000	-	0.0%	125,000
Sewer Interest Income	176,193	210,971	200,000	200,000	200,000	-	0.0%	-
Sale of Assets	708	-	-	-	-	-	0.0%	-
Total Non-Operating Revenues	364,567	515,851	790,630	663,830	790,630	-	0.0%	126,800
Total Wastewater Revenues	1,355,479	2,208,760	2,503,783	2,444,043	2,557,790	54,007	2.2%	100,695

Wastewater Utility Fund Operating Expense

Exhibit A

Item #14.

Proposed Budget

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26	Budget v Budget	Budget v Budget %	Budget v PY Projected
Operating Expenses								
Service Salaries	260,093	312,795	334,540	303,170	322,765	(11,775)	-3.5%	19,595
Service Overtime	12,031	12,872	9,231	9,044	8,800	(431)	-4.7%	(244)
Service Taxes - FICA	16,082	19,461	21,314	18,939	20,557	(757)	-3.6%	1,618
Service Taxes - Medicare	3,761	4,551	4,985	4,429	4,808	(177)	-3.6%	379
Service Workers' Comp	9,808	9,543	8,159	7,089	7,238	(921)	-11.3%	149
Service Taxes - SUTA/FUTA	49	718	702	702	378	(324)	-46.2%	(324)
Service Retirement	43,367	44,078	43,848	39,520	42,158	(1,690)	-3.9%	2,638
Service Insurance	40,267	45,446	56,259	52,375	57,169	910	1.6%	4,794
Sewer Service OPEB	(144)	-	-	-	-	-	0.0%	-
Sewer Service Allowance for Vacancies	-	-	(20,000)	-	(20,000)	-	0.0%	(20,000)
Administration Salaries	396,754	438,125	117,283	109,783	122,177	4,894	4.2%	12,394
Administration Overtime	597	262	62	-	62	-	0.0%	62
Administration Taxes - FICA	23,517	25,233	7,205	6,516	7,499	294	4.1%	983
Administration Taxes - Medicare	5,531	5,910	1,702	1,538	1,772	70	4.1%	234
Administration Workers' Comp	1,470	1,230	254	221	244	(10)	-3.9%	23
Administration Taxes - SUTA/FUTA	55	622	181	181	98	(83)	-45.9%	(83)
Administration Retirement	65,425	52,799	14,967	13,522	15,543	576	3.8%	2,021
Administration Insurance	53,361	46,345	15,755	12,633	15,620	(135)	-0.9%	2,987
Administration OPEB	(217)	-	-	-	-	-	0.0%	-
Administration Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Project Allocation	-	-	-	(89)	-	-	0.0%	89
HR & Communications Salaries	-	-	68,204	68,471	52,308	(15,896)	-23.3%	(16,163)
HR & Communications Overtime	-	-	-	-	-	-	0.0%	-
HR & Communications Taxes - FICA	-	-	4,229	4,094	3,243	(986)	-23.3%	(851)
HR & Communications Taxes - MEDICARE	-	-	989	957	758	(231)	-23.4%	(199)
HR & Communications Workers' Comp	-	-	148	129	105	(43)	-29.1%	(24)
HR & Communications Taxes - SUTA/FUTA	-	-	88	88	32	(56)	-63.6%	(56)
HR & Communications Retirement	-	-	8,699	8,541	6,651	(2,048)	-23.5%	(1,890)
HR & Communications Insurance	-	-	5,499	5,580	3,318	(2,181)	-39.7%	(2,262)
Finance Salaries	-	-	108,659	109,039	113,581	4,922	4.5%	4,542
Finance Overtime	-	-	81	-	83	2	2.5%	83
Finance Taxes - FICA	-	-	6,742	6,371	7,047	305	4.5%	676
Finance Taxes - MEDICARE	-	-	1,577	1,489	1,648	71	4.5%	159
Finance Workers' Comp	-	-	235	204	227	(8)	-3.4%	89

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26	Budget v Budget	Budget v. Budget %	Bu Projected	Item #14.
Finance Taxes - SUTA/FUTA	-	-	146	146	79	(67)	-45.9%	(67)	
Finance Retirement	-	-	13,870	13,610	14,452	582	4.2%	842	
Finance Insurance	-	-	17,531	16,146	16,235	(1,296)	-7.4%	89	
Information Technology Salaries	-	-	47,675	47,262	49,253	1,578	3.3%	1,991	
Information Technology Overtime	-	-	-	-	-	-	0.0%	-	
Information Technology Taxes - FICA	-	-	2,956	2,746	3,054	98	3.3%	308	
Information Technology Taxes - MEDICARE	-	-	691	642	714	23	3.3%	72	
Information Technology Workers' Comp	-	-	103	89	99	(4)	-3.9%	10	
Information Technology Taxes - SUTA/FUTA	-	-	59	59	32	(27)	-45.8%	(27)	
Information Technology Retirement	-	-	6,081	5,895	6,263	182	3.0%	368	
Information Technology Insurance	-	-	7,542	5,453	5,292	(2,250)	-29.8%	(161)	
Engineering & Planning Salaries	-	-	117,484	117,675	121,221	3,737	3.2%	3,546	
Engineering & Planning Overtime	-	-	50	472	651	601	1202.0%	179	
Engineering & Planning Taxes - FICA	-	-	7,287	7,007	7,556	269	3.7%	549	
Engineering & Planning Taxes - MEDICARE	-	-	1,704	1,638	1,767	63	3.7%	129	
Engineering & Planning Workers' Comp	-	-	297	258	283	(14)	-4.7%	25	
Engineering & Planning Taxes - SUTA/FUTA	-	-	146	146	79	(67)	-45.9%	(67)	
Engineering & Planning Retirement	-	-	14,991	14,715	15,496	505	3.4%	781	
Engineering & Planning Insurance	-	-	12,627	11,389	12,391	(236)	-1.9%	1,002	
Communications Salaries	-	-	-	-	19,006	19,006	0.0%	19,006	
Communications Overtime	-	-	-	-	-	-	0.0%	-	
Communications Taxes - FICA	-	-	-	-	1,178	1,178	0.0%	1,178	
Communications Taxes - MEDICARE	-	-	-	-	276	276	0.0%	276	
Communications Workers' Comp	-	-	-	-	38	38	0.0%	38	
Communications Taxes - SUTA/FUTA	-	-	-	-	16	16	0.0%	16	
Communications Retirement	-	-	-	-	2,417	2,417	0.0%	2,417	
Communications Insurance	-	-	-	-	2,157	2,157	0.0%	2,157	
Uniforms	5,745	6,755	4,955	4,955	4,955	-	0.0%	-	
Power	41,204	40,350	40,000	40,000	40,000	-	0.0%	-	
Maintenance Of Plant/ Lines	40,587	163,350	60,000	68,418	160,000	100,000	166.7%	91,582	
Sludge Hauling	187,193	-	25,000	5,000	10,000	(15,000)	-60.0%	5,000	
Analysis Fees	27,608	31,838	27,000	27,000	27,000	-	0.0%	-	
Chemicals	23,532	31,112	33,600	33,600	33,600	-	0.0%	-	
City Management Fee	48,821	83,167	83,990	88,035	85,632	1,642	2.0%	(2,403)	
Equipment Maintenance	6,262	8,295	9,790	9,790	16,790	7,000	71.5%	7,000	
Equipment Gas & Oil	11,699	14,092	11,875	11,875	11,875	-	0.0%	-	
Equipment Lease	2,699	1,454	300	-	300	-	0.0%	300	
Tools & Minor Equipment	12,390	9,606	7,125	7,125	7,950	825	11.6%		

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26	Budget v Budget	Budget v. Budget %	Item #14. Projected
Training	10,717	9,731	24,450	24,450	24,450	-	0.0%	-
Utilities & Radios	19,654	24,862	28,900	28,900	36,750	7,850	27.2%	7,850
Signal & Telemetry	159	-	-	-	2,385	2,385	0.0%	2,385
Building Maintenance	5,855	6,213	10,900	8,400	10,900	-	0.0%	2,500
Supplies & Consumables	3,735	5,392	5,200	5,200	5,200	-	0.0%	-
Vehicle Maintenance & Repairs	7,406	7,805	5,000	5,000	5,000	-	0.0%	-
Inventory Adjustment	-	-	-	-	-	-	0.0%	-
Utilities/Telephone	8,684	7,567	8,130	8,130	7,330	(800)	-9.8%	(800)
Dues & Publications	1,044	886	2,821	2,821	3,219	398	14.1%	398
Professional Fees	42,407	40,170	63,508	53,508	78,255	14,747	23.2%	24,747
Permits & Licenses	1,730	1,762	3,443	3,443	3,443	-	0.0%	-
Liability Insurance	28,127	35,029	45,000	44,121	34,925	(10,075)	-22.4%	(9,196)
Office Supplies	2,146	4,023	2,244	2,244	3,084	840	37.4%	840
Travel & Meetings	1,388	920	1,250	1,250	1,200	(50)	-4.0%	(50)
Software & Computers	64,332	62,386	128,308	128,308	146,135	17,828	13.9%	17,828
Recording/Reporting	-	-	350	350	350	-	0.0%	-
Sewer Postage	611	532	686	686	686	-	0.0%	-
Adm Bldg/Equip. Maintenance	-	-	150	-	150	-	0.0%	150
Billing Statement Charges	3,839	4,020	3,700	4,200	4,200	500	13.5%	-
Billing Postage	10,462	10,758	10,000	11,000	11,000	1,000	10.0%	-
Copier Lease	1,673	193	1,789	1,789	1,789	-	0.0%	-
Public Relations	4,429	4,200	4,250	4,250	2,250	(2,000)	-47.1%	(2,000)
Employment Costs	821	284	1,337	1,337	1,338	0	0.0%	0
Employee Appreciation	3,510	4,028	5,105	5,105	5,565	460	9.0%	460
Miscellaneous	-	-	250	-	250	-	0.0%	250
Total Operating Expenses	1,562,276	1,640,770	1,733,243	1,670,176	1,863,849	130,606	7.5%	193,674

Wastewater Utility Fund
Capital, Debt, and Non-Cash Expenses
Proposed Budget

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26	Budget v Budget	Budget v Budget %	Budget v PY Projected
Capital Outlays								
Operational Capital	-	26,713	-	2,440	39,000	39,000	0.0%	36,560
Wastewater Equipment Purchases	21,860	254,513	7,938	122,816	31,349	23,412	294.9%	(91,467)
Total Capital Outlays	21,860	281,226	7,938	125,256	70,349	62,412	786.3%	(54,907)
Debt Service								
Bond Water Issuance Fees	-	18,676	-	-	-	-	0.0%	-
Bond Interest Cost	3,075	7,295	16,629	47,919	53,046	36,417	219.0%	5,127
Tax Exempt Lease Interest	-	232	-	-	-	-	0.0%	-
Total Debt Service	3,075	26,203	16,629	47,919	53,046	36,417	219.0%	5,127
Non-Cash Adjustments								
Transfer To Vehicle Repl. Fund	59,240	40,933	67,000	67,000	67,000	-	0.0%	-
Transfer to Wastewater Capital Fund	132,754	250,377	825,000	700,000	1,355,000	530,000	64.2%	655,000
Transfer from ERF	-	(144,833)	-	(105,070)	(31,349)	(31,349)	0.0%	73,721
Asset Transfers to Balance Sheet	(1,074,201)	(406,022)	(657,938)	(891,354)	(1,898,857)	(1,240,920)	188.6%	(1,007,503)
Sewer Service Depreciation	259,967	315,658	270,600	360,000	270,600	-	0.0%	(89,400)
Total Non-Cash Adjustments	(622,240)	56,113	504,663	130,576	(237,606)	(742,269)	-147.1%	(368,182)
Total Capital, Debt, and Non-Cash	(597,305)	363,542	529,229	303,751	(114,211)	(643,440)	-121.6%	(417,962)

Wastewater Strategic and Capital Funds Proposed Budget

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26
Beginning Fund Balance	2,257,004	1,250,609	1,367,972	1,367,972	1,266,874
<u>Transfers:</u>					
Transfer from Utility Fund	132,754	250,377	825,000	700,000	1,355,000
Total Transfers	132,754	250,377	825,000	700,000	1,355,000
<u>Capital Projects</u>					
Solids Handling	1,052,341	(18,141)	-	-	-
Wastewater Treatment Plant Expansion	77,985	151,155	-	766,098	1,714,987
Cojak Circle Sewer Upgrade	-	-	650,000	-	-
Install Sewer Line and Decommission Falls Lift Station	-	-	-	-	113,521
<u>Non-Capital Projects</u>					
Wastewater Rate Study	8,822	-	-	-	-
Impact Fee Study	-	-	-	35,000	-
Total Expenditures	1,139,149	133,015	650,000	801,098	1,828,508
Total Change in Fund Balance	(1,006,394)	117,363	175,000	(101,098)	(473,508)
Ending Fund Balance	1,250,609	1,367,972	1,542,972	1,266,874	793,366

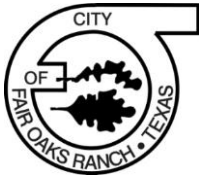
Utility Equipment and Vehicle Replacement Fund

Proposed Budget

Exhibit A

Item #14.

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed Budget 2025-26
Beginning Fund Balance	851,091	876,126	680,260	680,260	718,690
<u>Transfers In:</u>					
Transfer from Water Division	66,735	49,866	114,000	114,000	114,000
Transfer from Wastewater Division	59,240	40,933	67,000	67,000	67,000
Total Transfers In	125,975	90,799	181,000	181,000	181,000
<u>Transfers Out:</u>					
Transfer to Water for Purchases	100,941	141,832	-	37,500	31,349
Transfer to Wastewater for Purchases	-	144,833	-	105,070	31,349
Total Transfers Out	100,941	286,665	-	142,570	62,698
Total Change in Fund Balance	25,035	(195,866)	181,000	38,430	118,302
Ending Fund Balance	876,126	680,260	861,260	718,690	836,992



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving the second reading of an ordinance levying a property tax rate of 28.53 cents per \$100 taxable valuation on property in the City of Fair Oaks Ranch for tax year 2025; determining due and delinquent dates; and providing an effective date

DATE: September 18, 2025

DEPARTMENT: Finance

PRESENTED BY: Summer Fleming, CGFO, Director of Finance

INTRODUCTION/BACKGROUND:

State law requires the City Council to adopt a tax rate to fund the adopted General Fund and Debt Service Fund budgets. On August 7, the City Council authorized 28.53 cents per \$100 taxable valuation as the maximum tax rate for 2025. The proposed tax rate shall be apportioned and distributed as follows:

1. For the maintenance and operations of the City (General Fund), a tax rate of 25.674 cents on each \$100 taxable valuation of property.
2. For the debt service principal and interest of the Debt Service Fund of the municipal government for FY 2025-26, a tax rate of 2.856 cents on each \$100 taxable valuation of property.

All required notices were published in the newspaper and on the City's website.

The first reading of this ordinance will be considered at the September 15, 2025, Special City Council meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Complies with state laws in setting the 2025 property tax rate.
2. Establishes the level of taxation necessary to finance City programs and pay for City debt approved in the fiscal year budget.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The proposed tax rate of 28.53 cents per \$100 taxable valuation remains unchanged from the prior year. While this rate is above the no-new-revenue tax rate, it is below the voter-approval tax rate and will result in an annual increase of \$87 on the average taxable value homestead.

LEGAL ANALYSIS:

Ordinance reviewed and approved as to form.

RECOMMENDATION/PROPOSED MOTION:

*****Tex. Tax Code 26.05 (b) A vote to adopt the tax rate must be a record vote*****

I move that the property tax rate be increased by the adoption of a tax rate of 28.53 cents per \$100 taxable valuation, which is effectively a 3.65% increase in the tax rate.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 7, 2025, the City Council established a maximum ad valorem tax rate to support the proposed FY 2025-26 budget, and set September 15, 2025, as the date for the meeting to vote on the tax rate and caused notice of such meeting to be posted; and

WHEREAS, the public meeting was held on said date and all persons were then afforded an opportunity to appear and object to the proposed ad valorem tax rate; and,

WHEREAS, by ordinance the Council will approve the municipal budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026; and,

WHEREAS, it is necessary that an ordinance be passed levying an ad valorem tax on all property, real, personal, and mixed, within the corporate limits of the City of Fair Oaks Ranch, Texas in accordance with said budget and Texas Property Code §26.05(b).

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

Section 1. There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Fair Oaks Ranch (herein the "City"), upon all property, real, personal, and mixed, in the corporate limits of said City subject to taxation, a tax rate of **\$0.2853** on each \$100 taxable valuation of property, and shall be apportioned and distributed as follows:

a. For the maintenance and operations of the City (General Fund), a tax rate of **\$0.25674** on each \$100 taxable valuation of property.

b. For the debt service principal and interest of the Debt Service Fund of the municipal government for FY 2025-26, a tax rate of **\$0.02856** on each \$100 taxable valuation of property.

c. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.49% AND WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$13.37.

Section 2. a. Unless the due date has been extended, taxes levied under this ordinance shall be due on October 1, 2025, and if not paid on or before January 31, 2026, shall immediately become delinquent.

b. Taxes shall become a lien upon the property against which assessed, and the Bexar County Tax Assessor-Collector as the collector of property taxes is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution

and laws of the State of Texas and ordinances of the City and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and, the interest and penalty collected from such delinquent taxes shall be apportioned to the general fund of the City. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

- Section 3** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 4.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- Section 5.** That it is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 6.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 7.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 8.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 9.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 10.** This ordinance shall take effect immediately from and after its second reading, passage and any publication requirements as may be required by governing law.

PASSED and APPROVED on first reading by the City Council of the City of Fair Oaks Ranch, Texas, on this 15th day of September 2025, and recorded as follows:

	FOR	AGAINST	ABSTAIN
Mayor Greg Maxton			
Council Member Stroup			
Mayor Pro Tem Rhoden			
Council Member Olvera			
Council Member Pearson			
Council Member Parker			
Council Member Swarek			

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 18th day of September 2025, and recorded as follows:

	FOR	AGAINST	ABSTAIN
Mayor Greg Maxton			
Council Member Stroup			
Mayor Pro Tem Rhoden			
Council Member Olvera			
Council Member Pearson			
Council Member Parker			
Council Member Swarek			

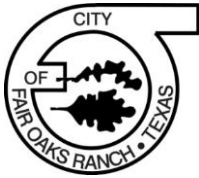
Gregory C. Maxton, Mayor

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 approval of a resolution ratifying the recently adopted budget for FY 2025-26 that contains a property tax rate that raises more total property taxes than the previous year

DATE: September 18, 2025

DEPARTMENT: Finance

PRESENTED BY: Summer Fleming, CGFO, Director of Finance

INTRODUCTION/BACKGROUND:

Pursuant to Texas Local Government Code Section 102.007(c), the City Council is required to ratify by separate vote any increase in property tax revenues generated through adoption of the annual budget. The following resolution satisfies this statutory requirement by formally ratifying the property tax revenue increase reflected in the City's adopted budget for Fiscal Year 2025-26.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Compliance with Local Government Code 102.007 (c).

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The FY 2025-26 budget will raise more total property taxes than last year's budget by \$488,083, or 6.5%, and of that amount \$156,902 is tax revenue to be raised from new property added to the tax roll this year.

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution ratifying the recently adopted budget for FY 2025-26 that contains a property tax rate that raises more total property taxes than the previous year.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS RATIFYING THE RECENTLY ADOPTED BUDGET THAT CONTAINS A PROPERTY TAX RATE THAT RAISES MORE TOTAL PROPERTY TAXES THAN THE PREVIOUS YEAR

WHEREAS, the City of Fair Oaks Ranch adopted its Budget for FY 2025-26; and,

WHEREAS, the Budget as adopted raises more revenue from property taxes than was raised from property taxes in the previous year, and,

WHEREAS, Local Government Code 102.007 requires the City to ratify the Budget by a separate vote.

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

- Section 1.** That in compliance with the requirements of Section 102.007 (c) of the Texas Local Code, the City Council of the City of Fair Oaks Ranch does hereby in all things ratify the property tax increase reflected in the FY 2025-26 Budget which will require raising more revenue from property taxes than in the FY 2024-25 Budget.
- 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 18th day of September 2025.

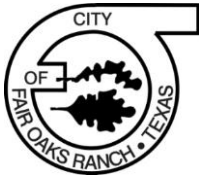
Gregory C. Maxton, Mayor

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 authorizing the use of electronic bidding in accordance with the Texas Local Government Code

DATE: September 18, 2025

DEPARTMENT: Finance

PRESENTED BY: Clayton Hoelscher, Procurement Manager

INTRODUCTION/BACKGROUND:

The Texas Local Government Code authorizes municipalities to utilize electronic bidding for purchases requiring formal competitive measures, provided the governing body approves this method. This item requests City Council authorization for the Procurement Manager to utilize electronic bidding.

Electronic bidding has become standard practice for many government entities. Secure platforms ensure bids remain sealed until the official opening, just as with the City's current hard-copy process. Depending on the platform, fees are paid either by the City or the vendor.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Benefits of accepting electronic bids include:

- Increased efficiency and transparency in the formal competitive procurement process.
- Increased visibility for vendors.
- Allows for bidders to submit bids remotely, which could allow for more out of market vendor participation.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Potential costs are minimal and may be offset by greater vendor participation.

LEGAL ANALYSIS:

Resolution approved by legal.

RECOMMENDATION/PROPOSED MOTION:

I move that the City Council adopt a resolution authorizing the use of electronic bidding in accordance with the Texas Local Government Code.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE USE OF ELECTRONIC BIDDING IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Fair Oaks Ranch is authorized to make purchases requiring competitive bidding in accordance with Chapter 252, Texas Local Government Code; and

WHEREAS, Chapter 252, Texas Local Government Code authorizes the use of electronic bidding; and

WHEREAS, the use of electronic bidding for formal bids requires City Council approval by resolution; and

WHEREAS, electronic bidding will continue to maintain the integrity and confidentiality as the existing process for hard copy bids; and

WHEREAS, the City Council authorizes the use of electronic bidding in accordance with the rules shown in **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 approves the use of electronic bidding for purchases that require formal bidding procedures, in accordance with Chapter 252, Texas Government Code, and as outlined in **Exhibit A**.

Section 2. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this 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 18th day of September 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
RULES FOR UTILIZING ELECTRONIC BIDDING

1. The City shall use a secure web-based system for electronic bidding.
2. The Procurement Manager will coordinate with the IT Manager to ensure all applicable security standards are met.
3. The web-based system shall ensure the confidentiality of submissions and bids shall remain inaccessible until the posted bid opening time.
4. Bids must be submitted in acceptable file types as stated in the specified web-based system.
5. The system shall log the user identity and submission time to ensure bids are submitted prior to the posted deadline.
6. Bidders must create authenticated accounts.
7. Submissions can be updated or withdrawn prior to the deadline.
8. At the published opening deadline, City staff will electronically unseal the bids.
9. Late submissions will not be allowed.
10. Only the Procurement Manager, or authorized City staff can access the system.
11. The system will maintain an audit log to record actions specific to each bidding opportunity, and must notify submitters of a successful final submission for each bid.



Electronic Bidding



Item #17.

Rules for Adoption

Clayton Hoelscher
Procurement Manager

Why Electronic Bidding



- Increased efficiency and transparency.
- Increased visibility providing a larger audience of prospective bidders and more competition.
- Allows for remote bid submission instead of physical delivery to our office.
- Only swapping paper for digital copies.

Rules for Adoption



- Chapter 252 of the Texas Local Government Code allows for the use of electronic bidding when rules are adopted. (Specific rules are included in the accompanying resolution).
- Confidentiality will still be maintained – The integrity of the bid process is not compromised.
- Posted deadlines must still be met – no late submissions are allowed.
- The e-bidding platform will not allow for bids to be opened prior to the posted deadline.
- Only approved personnel will have access to the system.
- Will continue to follow all applicable state/federal procurement laws.

Next Steps

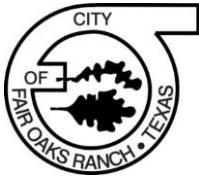


- Start posting our formal bids electronically through a safe and secure bidding platform, possibly multiple to see what gets us the best results.
 - Start out using CIVCAST, which we currently use just for advertisement. This system can be used for bidding also.
- Incorporate any future legislative updates in our procurement process.

Legislative Update



- Effective September 1, the threshold requiring formal competitive procedures has been increased from \$50,000 to \$100,000.
- Senate Bill 1173 provides this update to Texas Local Government Code 252, which provides most of our state guidelines for purchases.
- The \$50,000 amount has been in place since 2007.
- The City will now follow the same state-mandated procedures based on this update.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution repealing Resolutions 2024-60, 2024-61 and 2025-22, rescinding approval of the Utility Services Agreement between the City of Fair Oaks Ranch, Texas and AD Acquisitions, LLC regarding water and wastewater services for a 80.69-acre parcel of land at 29850 Ralph Fair Road, a portion of the Corley Tract, authorizing the City Manager to proceed with the Dietz Elkhorn (East) Reconstruction Project, and providing for an effective date

DATE: September 18, 2025

DEPARTMENT: Public Works

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

INTRODUCTION/BACKGROUND:

The 80.69-acre parcel of land at 29580 Ralph Fair Road is a portion of a 160-acre undeveloped tract, known as the Corley Tract, within the City of Fair Oaks Ranch. The current zoning for this property includes Neighborhood Residential, Mixed Use Village, and Logistics. Importantly, this tract is not located within any entity's Certificate of Convenience and Necessity (CCN), which is also referred to as a certificated service area.

On August 30, 2024, Athena Domain, LLC, on behalf of owner Century Oaks, LLC, submitted a formal request for incorporation of the parcel into the City's Water and Wastewater CCN. Staff conducted an analysis of the developer's proposed Master Development Plan, which consists of 20 single-family residential units, 216 townhomes, and four Mixed Use Village lots, to calculate estimated water consumption and wastewater generation. The City currently contracts with the Guadalupe-Blanco River Authority (GBRA) to reserve 1,850 acre-feet of which 1,344 acre-feet is currently delivered to City water plants for distribution. The remaining reserved amount is adequate to serve the proposed development, fulfill existing Water Supply Agreement commitments, and other potential developments over the next decade and beyond. In addition, the wastewater treatment plant can serve the proposed development and other future developments without exceeding the TCEQ permitted capacity.

On October 17, 2024, the City Council approved resolutions 2024-60 (**Exhibit A**) and 2024-61 (**Exhibit B**) to incorporate the 80.69-acre parcel into the City's water and wastewater CCN, respectively, contingent on the approval of a Master Development Plan reflecting a maximum of 139 LUEs (water) and 137 LUEs (wastewater), in alignment with the City's Water, Wastewater and Reuse Master Plan.

On December 5, 2024, the City Council, upon recommendation from the Planning and Zoning Commission, approved the Master Development Plan with a condition that the developer enter into a Utility Service Agreement with the City to memorialize the number of units, LUEs, related fees and any cost-sharing arrangements for off-site infrastructure necessary to serve the development.

On May 1, 2025, the City Council approved Resolution 2025-22 (**Exhibit C**) which authorized the execution of a Utility Service Agreement (USA) between the City and AD Acquisitions, LLC. The USA is attached to the resolution and a summary of the terms and conditions is provided below:

- Term:
 - Seven (7) years, unless extended by mutual agreement between the City and Developer
 - If development starts within seven (7) years, the term automatically extends to 15 years or the date of conveyance of all lots, whichever occurs earlier
- Water Capacity
 - City shall provide water service for 139 LUEs
 - Builders shall pay a water capacity fee of \$8,670.33 per LUE at the time construction permits are pulled for each residential unit or commercial building (total of \$1,205,175.87)
 - Developer shall pay the City a one-time water replacement charge (\$57,475) at the time of Phase 1 Final Plat approval to offset the cost of obtaining future water supply
 - Developer shall pay a monthly water reservation fee if the Phase 1 Final Plat is not submitted within 18 months of the effective date of the agreement to cover the City's cost of reserving water from GBRA
 - Developer is responsible for costs associated with on-site water infrastructure
- Wastewater Capacity
 - City shall provide wastewater service for 137 LUEs
 - Builders shall pay a wastewater capacity fee of \$6,068.64 per LUE at the time construction permits are pulled for each residential unit or commercial building (total of \$831,403.68)
 - Developer is responsible for all costs associated with on-site wastewater infrastructure
- Off-site Infrastructure
 - Developer is responsible for all costs to extend the 8-inch water main and 8-inch sewer main from The Arbors to the development
 - Developer is responsible for all costs to upgrade the Cojak Circle manhole and install a new 12-inch sewer main between the manhole and WWTP
 - Developer and City to cost-share construction of a new 12-inch water main from the Elmo Davis water plant to the development (25% Developer and 75% City)
 - To the maximum extent possible, the Developer shall provide construction documents, including plans, specifications and estimates, for the water line to the City within 90 days of execution of the agreement

- To the maximum extent possible, the City and Developer shall coordinate the installation of the new water line in conjunction with the planned reconstruction of Dietz Elkhorn Road
- CCN Incorporation
 - Upon execution of the USA, the City shall complete all required steps to file with the Public Utility Commission of Texas to incorporate the parcel into its CCNs

The USA was expected to benefit both the City and Developer. For the Developer, it secures water and wastewater service for the proposed development since the parcel is not located in any entity's CCN. For the City, the full cost of the Cojak Circle manhole and sewer upgrade project, and a portion of the cost to extend water infrastructure to the eastern side of the City will be covered by the Developer. The City budgeted \$650,000 for the Cojak Circle project which has been redirected towards the large WWTP Phase 1 Expansion project. And, the 12-inch water main from the Elmo Davis water plant would increase system resiliency by looping the water system so that the Arbors and other nearby areas are served by at least two distribution lines and not subject to a single point of failure.

To date, the Developer has neither signed the USA nor closed on the property due to pending litigation over title to the property. The Developer and property owner have reported that several lis pendens hearings were held in July and August but the judge has not yet ruled on the case. This delay on the Developer's part has caused delay to the Dietz Elkhorn Road (East) Reconstruction project which the City planned to joint-bid with the water line project to ensure coordination of construction activities and avoid trenching through the new road to install the water line shortly after it is constructed.

This resolution repeals Resolutions 2024-60, 2024-61 and 2025-22, rescinds approval of the Utility Services Agreement between the City of Fair Oaks Ranch, Texas and AD Acquisitions, LLC regarding water and wastewater services for a 80.69-acre parcel of land at 29850 Ralph Fair Road, a portion of the Corley Tract, and authorizes the City Manager to proceed with the Dietz Elkhorn (East) Reconstruction Project.

The Developer has requested consideration for his situation and requests that the resolutions and USA not be rescinded while the lis pendens issues are adjudicated. The Developer has offered to cover any additional expenses related to installation of the water line or repair of the road if the City decides to move forward with the Dietz Elkhorn Reconstruction without the water line project.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 3.4 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives
- Enables the Dietz Elkhorn (East) Reconstruction project to move forward without further delays by the developer.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Should the resolutions be repealed and USA be rescinded, the development of the 80.69-acre parcel will likely be cancelled since there is no water or wastewater service provider. In the near term, the City will need to budget for the Cojak Circle Manhole and Sewer Upgrade project. Long-term impacts include loss of potential property and sales tax revenue, and expansion of the utility customer base.

LEGAL ANALYSIS:

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

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution repealing Resolutions 2024-60, 2024-61 and 2025-22, rescinding approval of the Utility Services Agreement between the City of Fair Oaks Ranch, Texas and AD Acquisitions, LLC regarding water and wastewater services for a 80.69-acre parcel of land at 29850 Ralph Fair Road, a portion of the Corley Tract, authorizing the City Manager to proceed with the Dietz Elkhorn (East) Reconstruction Project, and providing for an effective date.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS REPEALING RESOLUTIONS 2024-60, 2024-61 AND 2025-22, RESCINDING APPROVAL OF THE UTILITY SERVICE AGREEMENT BETWEEN THE CITY OF FAIR OAKS RANCH, TEXAS AND AD ACQUISITIONS, LLC REGARDING WATER AND WASTEWATER SERVICES FOR AN 80.69-ACRE PARCEL OF LAND AT 29850 RALPH FAIR ROAD, A PORTION OF THE CORLEY TRACT, AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE DIETZ ELKHORN (EAST) RECONSTRUCTION PROJECT WITHOUT THE WATER LINE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 30, 2024, Athena Domain, LLC submitted a formal request to incorporate an 80.69-acre parcel at 29850 Ralph Fair Road, a portion of the Corley Tract, into the City's Water and Wastewater Certificate of Convenience and Necessity (CCN), and

WHEREAS, on October 17, 2024, the City Council approved Resolution 2024-60 and 2024-61 to incorporate the parcel into its water and wastewater CCNs, respectively, contingent on the approval of a Master Development Plan reflecting a maximum of 139 LUEs (water) and 137 LUEs (wastewater), in alignment with the City's Water, Wastewater and Reuse Master Plan, and

WHEREAS, staff has evaluated the Master Development Plan and has determined that the maximum number of LUEs will not be exceeded, and that the City's reserved water capacity and wastewater treatment capacity are adequate to serve the development, and

WHEREAS, on December 5, 2024, the City Council, upon recommendation from the Planning and Zoning Commission, approved the Master Development Plan with a condition that the developer enter into a Utility Service Agreement with the City to memorialize the number of units, LUEs, related fees and any cost-sharing arrangements for off-site infrastructure necessary to serve the development, and

WHEREAS, on May 1, 2025, the City Council approved Resolution 2025-22 which authorized the execution of a Utility Service Agreement between the City and AD Acquisitions, LLC, regarding water and wastewater services for the 80.69-acre parcel, and

WHEREAS, the Utility Service Agreement states that the City and Developer shall coordinate the installation of the new water line in conjunction with the planned reconstruction of Dietz Elkhorn Road to the maximum extent possible, and

WHEREAS, the Developer has neither signed the Utility Service Agreement nor provided engineering plans for the water line to proceed with joint-bid of the projects, and

WHEREAS, the City Council finds it in the best interest of the City to repeal all applicable resolutions, rescind approval of the Utility Service Agreement, and proceed with bidding the Dietz Elkhorn (East) Reconstruction project without the water line.

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

Section 1. The City Council hereby repeals Resolutions 2024-60, 2024-61 and 2025-22, rescinds approval of the Utility Service Agreement between the City of Fair Oaks Ranch and

AD Acquisitions, LLC, and authorizes the City Manager to proceed with the Dietz Elkhorn (East) Reconstruction project without the water line.

- 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 18th day of September 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

RESOLUTION 2024-60**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS INCORPORATING AN 80.69-ACRE PARCEL OF LAND AT 29580 RALPH FAIR ROAD, A PORTION OF THE CORLEY TRACT, INTO THE CITY OF FAIR OAKS RANCH WATER CERTIFICATE OF CONVENIENCE AND NECESSITY.**

WHEREAS, on June 20, 2024, staff held a pre-development meeting with Athena Domain, LLC. on behalf of Century Oaks, LLC. regarding an 80.69-acre parcel within a 160-acre tract located at 29580 Ralph Fair Road known as the Corley Tract, and,

WHEREAS, the tract is not currently included in the City's certificated water service area, and,

WHEREAS, the 2019 Water, Wastewater, and Reuse Master Plan demonstrates a maximum of 215 living unit equivalents for the Corley Tract, and,

WHEREAS, on August 30, 2024, Athena Domain, LLC. submitted a formal request for incorporation of the parcel into the City's Water Certificate of Convenience and Necessity, and,

WHEREAS, the Texas Water Code states a parcel of land shall not be considered for incorporation into a municipal service area until a city grants written consent by resolution or ordinance, and,

WHEREAS, the City's Unified Development Code requires the City Engineer to make a recommendation to the City Council of the amount of accessible water necessary to ensure ample water supply to the parcel, and,

WHEREAS, the UDC requires the City Council to make a final finding on the City Engineer's recommendation, and,

WHEREAS, the City Council finds the incorporation of an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, into the City's Water Certificate of Convenience and Necessity is warranted.

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

Section 1. The City Council hereby supports, contingent on the approval of a Master Development Plan at a maximum of 139 connections (living unit equivalents), the incorporation of an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, into the City's Water Certificate of Convenience and Necessity.

Section 2 The City Council hereby authorizes the City Manager to execute any and all applicable documents to effectuate this resolution.

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

Section 4. 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 5. 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 6. 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 7. This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 8. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

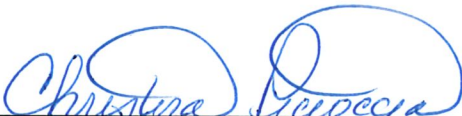
PASSED, APPROVED, and ADOPTED on this 17th day of October 2024.

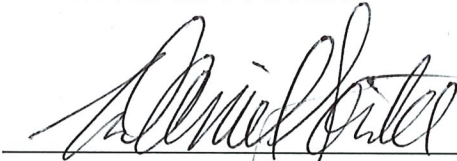


Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:



Christina Picioccio, TRMC
City Secretary

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

RESOLUTION 2024-61**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS INCORPORATING AN 80.69-ACRE PARCEL OF LAND AT 29580 RALPH FAIR ROAD, A PORTION OF THE CORLEY TRACT, INTO THE CITY OF FAIR OAKS RANCH WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY.**

WHEREAS, on June 20, 2024, staff held a pre-development meeting with Athena Domain, LLC on behalf of Century Oaks, LLC. regarding an 80.69-acre parcel within a 160-acre tract located at 29580 Ralph Fair Road known as the Corley Tract, and,

WHEREAS, the tract is not currently included in the City's certificated wastewater service area and,

WHEREAS, the 2019 Water, Wastewater, and Reuse Master Plan demonstrates a maximum of 215 living unit equivalents for the Corley Tract, and,

WHEREAS, on August 30, 2024, Athena Domain, LLC. submitted a formal request for incorporation of the parcel into the City's Wastewater Certificate of Convenience and Necessity, and,

WHEREAS, the Texas Water Code states a parcel of land shall not be considered for incorporation into a municipal service area until a city grants a written consent by resolution or ordinance, and,

WHEREAS, the City Engineer has made a recommendation to the City Council of the amount of accessible wastewater infrastructure necessary to ensure ample wastewater service to the parcel, and,

WHEREAS, the City Council has made a final finding on the City Engineer's recommendation, and,

WHEREAS, the City Council finds the incorporation of an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, into the City's Wastewater Certificate of Convenience and Necessity is warranted.

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

- Section 1.** The City Council hereby supports, contingent on the approval of a Master Development Plan at a maximum of 137 connections (living unit equivalents), the incorporation of an 80.69-acre parcel of land at 29580 Ralph Fair Road, a portion of the Corley Tract, into the City's Wastewater Certificate of Convenience and Necessity.
- Section 2.** The City Council hereby authorizes the City Manager to execute any and all applicable documents to effectuate this resolution.
- Section 3.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

- Section 4.** 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 5.** 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 6.** 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 7.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 8.** 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 17th day of October 2024.



Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:



Christina Picioccio, TRMC
City Secretary

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

RESOLUTION 2025-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING A UTILITY SERVICE AGREEMENT BETWEEN THE CITY OF FAIR OAKS RANCH, TEXAS AND AD ACQUISITIONS, LLC REGARDING WATER AND WASTEWATER SERVICES FOR AN 80.69-ACRE PARCEL OF LAND AT 29850 RALPH FAIR ROAD, A PORTION OF THE CORLEY TRACT, AND AUTHORIZING THE EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, on August 30, 2024, Athena Domain, LLC submitted a formal request to incorporate an 80.69-acre parcel at 29850 Ralph Fair Road, a portion of the Corley Tract, into the City's Water and Wastewater Certificate of Convenience and Necessity (CCN), and

WHEREAS, on October 17, 2024, the City Council approved a resolution to incorporate the parcel into its CCNs, contingent on the approval of a Master Development Plan reflecting a maximum of 139 LUEs (water) and 137 LUEs (wastewater), in alignment with the City's Water, Wastewater and Reuse Master Plan, and

WHEREAS, staff has evaluated the Master Development Plan and has determined that the maximum number of LUEs will not be exceeded, and that the City's reserved water capacity and wastewater treatment capacity are adequate to serve the development, and

WHEREAS, on December 5, 2024, the City Council, upon recommendation from the Planning and Zoning Commission, approved the Master Development Plan with a condition that the developer enter into a Utility Service Agreement with the City to memorialize the number of units, LUEs, related fees and any cost-sharing arrangements for off-site infrastructure necessary to serve the development, and

WHEREAS, the cost-sharing arrangement for off-site infrastructure included in the Utility Service Agreement addresses known deficiencies in the City's wastewater collection system and increases resiliency of the City's water distribution system, and

WHEREAS, the City Council finds it appropriate to enter into a Utility Service Agreement with the developer and reaffirms its support for incorporating the 80.69-acre parcel into the City's water and wastewater CCN.

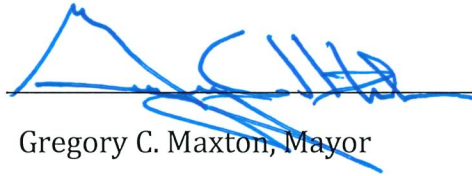
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

- Section 1.** The City Council hereby approves the Utility Service Agreement (**Exhibit A**) between the City of Fair Oaks Ranch, Texas and AD Acquisitions, LLC, and authorizes the execution of all applicable documents by the City Manager 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 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 1st day of May 2025.



Gregory C. Maxton, Mayor

ATTEST:



Christina Picioccio, TRMC
City Secretary

APPROVED AS TO FORM:



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

UTILITY SERVICE AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF BEXAR §
 §
 §
 CITY OF FAIR OAKS RANCH §

This Utility Service Agreement (including the General Conditions, the Special Conditions, and the Attachments hereto, this “Agreement” or “USA”) is entered into by and between the CITY OF FAIR OAKS RANCH, TEXAS (the City) and AD Acquisitions, LLC (the Developer). The City and the Developer are herein referred to generally as a Party and, together, the Parties. Development capitalized but not otherwise defined herein shall have the meanings ascribed to them in the hereinafter-defined Master Development Plan, a copy of which is attached hereto as Attachment IV.

W I T N E S S E T H

WHEREAS, the City and the Developer have entered into that certain Master Development Plan, pursuant to which the City and the Developer are obligated to undertake specified actions relative to the Master Development Plan (such development, the Development; the property that is the subject of the Master Development Plan and the location of the Development, the Property); and

WHEREAS, the Master Development Plan contemplates the need for improvements to the City’s water utility systems (the Water System) and the City’s wastewater utility system (the Wastewater System), (collectively referred to herein as “Systems”) that are outside the boundaries of the Property to extend Systems infrastructure to the Property’s border for connection to necessary water and wastewater infrastructure improvements within the Property (such offsite improvements, as further defined and described herein, the Offsite Improvements; such onsite improvements, as further defined and described herein, the Onsite Improvements; the Offsite Improvements and the Onsite Improvements, together, the Improvements); and

WHEREAS, the Master Development Plan requires the Developer to design, construct, and finance all requisite Improvements, which includes all Improvements within the boundaries of the Property (“Onsite Improvements”) that are necessary for connection to the Systems to provide retail water and wastewater services (Services) to the Development, and upon completion thereof, dedicate the same to the City; and

WHEREAS, the Master Development Plan requires the Developer to work with the City to design, construct, and finance all requisite Improvements beyond the boundaries of the Property (“Offsite Improvements”) that are necessary for connection to the Systems to provide Services to the Development, and upon completion thereof, dedicate the same to the City; and

WHEREAS, the completion of the Offsite Improvements will allow for the Developer’s connection of the Onsite Improvements to the Systems; and

WHEREAS, the Parties now desire to enter into this Agreement to memorialize the terms and conditions by which (i) the Improvements will be designed, constructed, financed, dedicated to the City, and made a part of the Systems and (ii) Systems capacity is reserved for the purpose of providing Service to the Development; and

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants contained herein, and for other good and valuable considerations (the receipt and sufficiency of which are hereby acknowledged), the Developer and the City hereby agree as follows.

1. Interpretation of Agreement.

- a. The Parties acknowledge that the Service contemplated by this Agreement shall be provided in accordance with the applicable Governing Regulations, including the City's Code of Ordinances and Unified Development Code. In the event the specific terms of this Agreement conflict with the Governing Regulations, the specific terms of this Agreement shall apply. The Parties further acknowledge that this Agreement is subject to future acts of the City Council with respect to the adoption or amendment of Impact Fees and City ordinances or resolutions specifying rates for Service.
- b. The Parties agree that a purpose of this Agreement is the City's reservation and dedication of [139] of Water Service living unit equivalents (LUEs) (such dedicated capacity, Water Capacity, and Guaranteed Capacity, collectively) from available System capacity (whether currently existing or to result from ongoing System expansion) for provision of Service to the Development.
- c. The Parties also agree that a purpose of this Agreement is the City's reservation and dedication of [137] of Wastewater Service living unit equivalents (LUEs) (such dedicated capacity, Wastewater Capacity, and Guaranteed Capacity, collectively) from available System capacity (whether currently existing or to result from ongoing System expansion) for provision of Service to the Development

2. Obligation Conditioned. The City's obligation to provide Service to the Property is conditioned upon present rules, regulations and statutes of the United States of America and the State of Texas and any court order that directly affects the City or its ownership and operation of the System. The Developer acknowledges that if the rules, regulations and statutes of the United States of America and/or the State of Texas that are in effect upon the Effective Date are repealed, revised or amended to such an extent that the City becomes incapable of, or is prevented from, providing the Service, then no liability of any nature is to be imposed upon the City as a result of the City's compliance with such legal or regulatory mandates. The City agrees that it will use its best efforts to prevent the enactment or to mitigate the impact of such legal or regulatory mandates.

3. Term.

- a. The term of this Agreement shall be seven (7) years from the Effective Date, unless extended by mutual agreement, evidenced in writing, by the City and the Developer. If the Developer starts development of the project during the first seven (7) years since execution, the Agreement shall automatically extend to the earlier of (i) fifteenth (15th) anniversary of its execution or (ii) upon conveyance by Developer of all of the Property to third parties (each a "Lot Owner" and collectively, the "Lot Owners"), unless extended by mutual agreement of the parties. Certain City obligations (described in Section 3.c below) may survive the expiration of the term of this Agreement if (i) all Impact Fees applicable to the Development, defined as lots conveyed to owners, have been paid and (ii) the Developer has complied with all requirements concerning the Improvements as are described, as applicable, in this Agreement and the Master Development Plan.
- b. To the extent that the City's obligations do not survive the expiration of this Agreement, the Developer understands and agrees that a new utility service agreement must be entered into with the City to receive Service to the Development.
- c. Provided compliance with clauses (i) and (ii) of Section 3.a above has occurred, the following obligations shall survive expiration of this Agreement:
 - i. The City's recognition of the Guaranteed Capacity to be provided by the System to the Development in the form of Service, as specified in S.C. 1.00 hereof.
 - ii. The City's continued provision of Service to retail customers located in the Property, so long as such customers pay for the Service and comply with the regulations applicable to individual customers (including payment of rates for Service, as from time to time specified by City ordinance or resolution).

4. Entire Agreement. The following documents attached hereto and incorporated herein are as fully a part of this Agreement as if herein repeated in full and, together, comprise this Agreement in its entirety:

Attachment I:	General Conditions
Attachment II:	Special Conditions
Attachment III:	Engineering Report Regarding Improvements
Attachment IV:	Master Development Plan
Attachment V:	Property Legal Description

Any of the above attachments that are created and submitted by the Developer as an attachment to this Agreement shall be limited to providing relevant engineering, planning, or

managing information for the purposes of setting aside or reserving the Guaranteed Capacity as specified in the body of this Agreement, the General Conditions, and the Special Conditions.

The Developer understands that this Agreement, including the Attachments, is subject to the Texas Public Information Act. The Developer, therefore, agrees that it will not claim that any of the information contained herein is subject to any third-party exception under that Act.

5. The Developer's Obligations. The Developer acknowledges and agrees that the Guaranteed Capacity runs with the land and shall be an appurtenance to the Property. The Developer agrees to record this Agreement in the Real Property Records of Bexar County, Texas as quickly as practicable (but not more than fifteen (15) days from the Effective Date); otherwise, this Agreement will automatically terminate. Delivery to the City of a recorded copy of this Agreement shall serve as a condition precedent to any transfer of any portion of the Property or any portion of the Guaranteed Capacity in accordance with G.C.14.00. To the extent not reflected in the Plats from time to time submitted by the Developer to and accepted by the City pursuant to the Master Development Plan, the Developer shall maintain records of allocated and unallocated Water and Wastewater Capacity (by LUE) for use by the Development by developers thereof and therein and provide the City with copies of such records upon receipt of the City's written request for the same.

6. **INDEMNITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE DEVELOPER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS SUCCESSOR AND ASSIGNS FROM THE CLAIMS OF THIRD PARTIES ARISING OUT OF THE CITY'S RECOGNITION RESERVATION AND TRANSFER OF THE GUARANTEED CAPACITY UNDER THIS AGREEMENT TO THE DEVELOPER'S SUBSEQUENT PURCHASERS, SUCCESSORS AND ASSIGNS.**

7. Notices. Any notice, request, demand, report, certificate, or other instrument which may be required or permitted to be furnished to or served upon the parties shall be delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt, postage prepaid, addressed to the appropriate party at the following addresses:

Developer: Athena Domain, Inc.
6002 Camp Bullis Rd., Suite 201
San Antonio, Texas 78257
Attn: Rajeev Puri
Email: rpuri@athenadomain.com

City: City Manager
City of Fair Oaks Ranch
7286 Dietz Elkhorn Rd.
Fair Oaks Ranch, Texas 78015
Email: shuizenga@fairoaksranchtx.org

Either party may designate a different address at any time upon written notice to the other party.

8. Severability. If for any reason any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect impair or invalidate the remaining paragraphs of the Agreement as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this Agreement held legally invalid.

9. Effective Date. The Effective Date of this Agreement shall be the date signed by the later of an authorized City representative and an authorized Developer representative.

10. Ownership. By signing this Agreement, the Developer represents and warrants that it is the owner of the Property or has the authority of the Property owner to develop the Property. Any misrepresentation of authority or ownership by the Developer shall make this Agreement voidable by the City. If the Developer does not own the Property, then the Developer must provide documentation from the owner of the Property to show that the Developer has the proper authority to develop the Property.

ACCEPTED AND AGREED TO IN ALL THINGS:

CITY OF FAIR OAKS RANCH, TEXAS

[DEVELOPER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025.

(seal) _____
Notary Public

STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025.

(seal) _____
Notary Public

ATTACHMENT I**GENERAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT****G.C.1.00 Definition of Terms.**

Unless defined in the Agreement, the terms used in this General Conditions of the Utility Service Agreement (the *General Conditions*) shall have the same definitions and meaning as those set out in the Unified Development Code or Code of Ordinances. In the event a term is specifically defined in the General Conditions, and the definition is in conflict with that found in the Unified Development Code or the Code of Ordinances, and such conflict is acknowledged in the General Conditions, the definition set out in the General Conditions shall apply.

G.C.2.00 Required Submittals.

Plans and specifications for Improvements.

G.C.3.00 Developer Development and Dedication of Improvements.

Subject to the provisions of Section G.C.4.00 and G.C.5.00 below, the Improvements shall be designed and constructed by the Developer and, upon completion, dedicated to the City, who shall thereafter own, operate, and maintain the same as a part of the Systems. Offsite Improvements shall be constructed within easements and rights-of-way provided or identified by the City. The cost to acquire any additional easements or rights of way shall be as outlined in Special Conditions of the USA attached hereto. With respect to Onsite Improvements, the Developer shall acquire all necessary easements and rights-of-way to accommodate the development of Onsite Improvements. The Developer recognizes that the approval of easement or right-of-way adequacy, location, size, grade, and invert elevation for construction of Improvements is reserved to the City.

Upon respective completion of the Offsite Improvements and Onsite Improvements, the Developer shall dedicate, grant, and convey to the City, and the City (subject to Section G.C.6.00) shall accept the dedication, grant, and conveyance of, such Improvements, accompanied by all construction warranties and associated easements and rights-of-way, without lien or other encumbrance. As and after the City's acceptance of the same, the Improvements shall be made a part of the Systems and be owned, operated, and maintained by the City.

The responsibility for payment of the costs of the development and dedication of the Improvements as herein specified, shall be as outlined in Special Conditions of the USA attached hereto.

G.C.4.00 Design and Construction Requirements.

The design and construction of all Improvements shall comply with all applicable Governing Regulations, applicable rules and regulations of Bexar County, Texas, the State of Texas, and any agency thereof with jurisdiction thereon (including, but not limited to, the Texas Commission on Environmental Quality, the Public Utility Commission of Texas, and the Texas Department of Health). In addition, and except as specifically provided otherwise herein, design and construction of the Improvements shall comply with the following provisions:

- 1) City of Fair Oaks Ranch Construction Standard Specification for Water and Sanitary Sewer Construction
(<https://www.fairoaksranchtx.org/DocumentCenter/View/5511/Construction-Standard-Specifications-for-Water-and-Sanitary-Sewer-Construction?bidId=>)
- 2) City of Fair Oaks Ranch Material Standard Specifications for Water and Sanitary Sewer Construction
(<https://www.fairoaksranchtx.org/DocumentCenter/View/5512/Material-Standard-Specifications-for-Water-and-Sanitary-Sewer-Construction?bidId=>)

The Developer shall involve the City, as and to the extent requested or required by the City, with the Improvements' design. Prior to soliciting any bid or letting any contract for construction of any of the Improvements, the City shall have approved the final plans and specifications for such Improvements. Modifications to plans and specifications to accommodate change orders shall also be subject to City approval.

Notwithstanding any provision herein to the contrary, and unless during the design process the City approves a variance to the foregoing requirement, Improvements shall be designed to provide for the same diameter, pressure, and volume capacity as the component of the Systems to which the Improvements connect. In addition, Onsite Improvements shall be extended to one or more boundaries of the Property, as determined by the City during the design process, to allow for connection to the Systems by adjoining property owners.

G.C. 5.00 Oversizing.

The City, during the design process, may require the installation of oversized Improvements or components thereof. If such oversizing requirement results in incremental cost increases attributable to the oversized Improvements component when compared to the cost of the size or capacity of such Improvements component that is required to only provide Service to the Property (such increased cost, the *Incremental Cost*), then such City oversizing requirement shall be conditioned on the City's providing to the Developer (i) compensation equal to the Increased Cost or (ii) a method of Increased Cost recovery acceptable to the Developer or (iii) cost split outlined in the Special Conditions to the USA attached hereto. Any requisite oversizing component of Improvements shall be considered Improvements, with no distinction from any other component of the Improvements, for all other purposes of this Agreement.

G.C.6.00 City Inspection; Acceptance.

The City, or any consultant acting on its behalf, shall have the right to inspect Improvements during their construction for any reasonable and legitimate City purpose, including assurance of conformity to approved designs, the terms of the construction contracts, this Agreement, and any Governing Regulations and satisfaction of warranty requirements associated with such construction. The Developer shall be solely responsible for any necessary corrections or remedial actions required by the City that result from its findings during such inspections.

The City's acceptance of the Developer's dedication of completed Improvements shall be subject to the City's prior determination that the Improvements were constructed in accordance with

approved plans and specifications, that associated construction warranties remain valid and in effect (and that the Developer has taken no action that would or could compromise such validity and effectiveness) without reduction in duration or scope, and that no liens or encumbrances associated with such Improvements shall transfer to the City as a result of the subject dedication.

G.C.7.00 Joint Venture Agreements.

In the event the Developer enters into a Joint Venture Agreement covering the costs of the Improvements, the Developer shall send a copy of such agreement to the City.

G.C.8.00 Assignment.

This Agreement may be assigned only in conjunction with an assignment of the Master Development Plan; provided, however, the Developer may assign, convey, or transfer some or all of the Guaranteed Capacity to buyers of portions of the Property in accordance with the terms specified in G.C.14.00.

G.C.9.00 Event of Foreclosure.

In the event the Developer's interest in the Property is extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to the City that it is the successor in interest to the Property as a result of such foreclosure, and that there are no lawsuits pending concerning the Property, the City shall consider the foreclosing party a Developer successor in interest if the foreclosing party executes a utility service agreement with the City (after the City Council determines that the execution of such an agreement will not be adverse to the City's interest).

G.C.10.00 Payment for Provision of Utility Service.

Customers within the Development receiving Service shall be charged the applicable rates for Service from time to time specified by ordinance or resolution adopted by the City Council. Billing and collection for charges for Service shall be the responsibility of the City.

G.C.11.00 Impact Fee Payment.

Impact fees for Water and Wastewater shall be paid as outlined in the Special Conditions to the USA. In addition, and to the extent the Developer's development of the Property results in the City's providing to the Developer Systems capacity, in the form of Water and Wastewater Service LUEs, in excess of the Water and Wastewater Capacity, the Developer agrees to pay all applicable Impact Fees as provided and in accordance with the applicable provisions of the Code and implementing City ordinances or resolutions relating to such Systems capacity in excess of the Water and Wastewater Capacity. Any conveyance of any portion of the Property shall include a written statement to the transferee of such portion of the Property concerning the requirement to pay Impact Fees as previously described as a result of the development of such Property pursuant to and in accordance with the applicable provisions of the Code. Notwithstanding the foregoing, the City makes no representations or guarantees concerning the availability of Systems capacity in excess of the Guaranteed Capacity.

The Developer agrees that this Agreement does not constitute an assessment of Impact Fees on the Property or the Development regarding Water and Wastewater Capacity; however, because fees owed to the City hereunder by the Developer for Water Capacity are used by the City to pay costs of System expansion to make available the Water Capacity, such payment shall supersede and replace any Impact Fees that would otherwise be due and owing to the City for the Developer's accessing the Water and Wastewater Capacity. The provision of Special Conditions to the USA shall control in case of any conflict with any other provision of this Agreement or any other provision of the Master Development Plan.

G.C.12.00 City's Obligation to Provide Service.

Provision of Service to the Property shall not commence until (i) completion of (a) the Offsite Improvements as required by each Phase of the Development as outlined in the Special Conditions to the USA, (b) the Onsite Improvements necessary to provide Service to the portion of the Property for which Service is requested, and (c) the System improvements being undertaken by the City to expand System capacity in order to enable its provision of the Guaranteed Capacity, and (ii) the City has approved and accepted the Offsite Improvements as required by each Phase of the Development and Onsite Improvements identified in Clause (i)(b) of this Section G.C.12.00.

To the extent that all applicable Impact Fees and capacity charges (including, specifically, the capacity charges relating to the Water Capacity) have been paid and all Offsite Improvements (for each respective phase as outlined in the Special Conditions to the USA) and the Onsite Improvements necessary to provide Service to the Property pursuant to an approved Plat have been completed and made a part of the Systems in accordance with the terms of this Agreement and the Master Development Plan, such portion of the Property that is the subject of such approved Plat shall be entitled to Service by permanent use and benefit of Water and Wastewater Capacity from and up to the Guaranteed Capacity.

G.C.13.00 Conformance of Plans.

All water and wastewater facilities serving the Property other than and in addition to the Improvements shall be designed and constructed in conformance with this Agreement, the Master Development Plan, and the Governing Regulations. Once initially approved by the City, changes in the water and wastewater system design shall be resubmitted to the City for written approval.

G.C.14.00 LUE Transfers.

The transfer of Guaranteed Capacity for use outside the boundaries of the Property shall not be allowed.

The City considers this Agreement to run with the Property; however, LUE transfers from Water and Wastewater Capacity to subdivided tracts within the Property are the responsibility of the Developer and approval of such transfers is not required by the City. The Developer shall maintain a separate accounting of the Water and Wastewater Service LUEs derived from the Guaranteed Capacity that are used by the Developer and/or transferred after the Effective Date to portions of the Property. If the Developer sells a portion of the Property and transfers part of the Guaranteed Capacity that is provided under this Agreement, then that Guaranteed Capacity transfer must be

included in the deed, bill of sale or instrument conveying the land and the Developer must require the buyer of the land who receives the allocated Water Service LUEs and Wastewater Service LUEs from Guaranteed Capacity to record the instrument effectuating the transfer.

If and as applicable, the City will recognize the LUE allocations within the Property site plan delivered to the City so long as those allocations are compliant and consistent with the provisions of this Agreement and do not, in the aggregate, exceed the Guaranteed Capacity. For portions of the Property that have areas of unplanned use, the demand will be calculated at four (4) Water Service LUEs and Wastewater Service LUEs per acre unless the engineering report specifies otherwise or there is not enough Guaranteed Capacity remaining for the Property to allocate four (4) LUEs per acre.

In no event will the City be responsible to third parties for providing Service beyond the total Guaranteed Capacity identified in this Agreement for the Property. The Developer expressly disclaims, releases, and holds harmless the City from any liability, damages, costs, or fees, and agrees to indemnify the City for any liability, including, costs and attorney's fees, associated with any dispute related to the transfer of all or a portion of Guaranteed Capacity approved for the Property in this Agreement.

ATTACHMENT II**SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT****S.C.1.00 Tract Location; Ultimate Demand; and Cost.**

The Property is 80.69 acres of real property more fully described in Attachment V. The Property is not located over the Edwards Aquifer Recharge Zone. Upon execution of this Agreement, the City of Fair Oaks Ranch shall complete all the required steps to add the Property to its water and wastewater certificate for convenience and necessity (CCN)

Water Capacity. The Water Capacity shall not exceed one hundred thirty-nine (139) Water Service LUEs. The Parties agree that the builders shall pay the City an amount equal to \$8,670.33 per Water Service LUE, for a total of \$1,205,175.87, for the Water Capacity, which amount shall be payable to the City at the time a builder pulls construction permit for such home, townhome or commercial building. **Developer's cost towards the Offsites outline below shall be in addition to the Water Impact Fees outline above.**

Offsite Improvements to the Water Systems shall be completed in two sections:

- 1) Section 1: Connection to Water line at the Arbors sub-division to the north of the Development with an 8" new water line. This line shall run in a minimum fifteen (15) foot wide water easement that shall be acquired by the Developer and dedicated to the City, provided however, if the easement is designed for water and wastewater lines, the total width of the easement shall be increased to a minimum of twenty (20) feet for both. This connection shall be required prior to construction of any phase of the Development. **This offsite shall be constructed at the sole expense of the Developer. The Developer shall manage this project with the City's support.**
- 2) Section 2: Water line upgrade from the Property to the west along Dietz Elkhorn Road to the Elmo Davis Water Plant at 29035 Dapper Dan, Fair Oaks Ranch, TX 78015, with a 12" new water line. This Section shall be built prior to the construction of Phase 2 of the Development. To the maximum extent possible, the Developer shall provide construction documents, including plans, specifications and estimates, for the water line to the City within 90 days of execution of this agreement. To the maximum extent possible, the City and Developer shall coordinate the installation of this line in conjunction with the planned reconstruction of Dietz Elkhorn Road. The costs for this line shall include, but not limited to design, survey, construction, monitoring, easements, etc. The Developer shall create a budget with all costs and submit it to the City for approval. The City and Developer shall escrow their respective share of costs 25% for the Developer and 75% for the City to a mutually acceptable Escrow Agent and drawn on such escrowed funds to pay for the Offsite Improvements to Water Systems. During the term of this Agreement, if the Developer acquires additional adjacent property, the City and the Developer shall work together to modify this Agreement to include the additional property in this Agreement, which will include Developer contributing additional funds towards cost share of Offsite Improvements based on LUEs required and approved for the additional property. **The Developer shall manage this project with the City's support.**

Developer agrees that for Phase 1 of the Development, Developer shall hold the three (3) lots above the 1,340 foot topographic line until the Section 2 Offsite Improvements to the Water Systems are installed and accepted by the City.

Water Replacement. The Water Replacement shall not exceed two hundred and nine (209) acre-feet. The Parties agree that the Developer shall pay the City an amount equal to \$275 per acre-foot, for a total of \$57,475, for the Water Replacement, which amount shall be a one-time charge payable to the City at the time of approval of final plat for Phase 1.

Water Reservation. Provided the Developer submits the first final plat for review to the City within eighteen (18) months of execution of this Agreement, the Developer shall not have to pay Water Reservation fees. If the Developer does not submit the first final plat within eighteen (18) months of execution of this Agreement, the Developer shall, on or about the 30th day after eighteen (18) months from the date of execution of this Agreement, begin paying the monthly water reservation fee until the first final plat has been submitted to the City. Such fee shall be the monthly rate the City pays for the reservation of an acre-foot of water for that year and shall be adjusted annually to be equal to the City's cost for the reservation of water necessary for the development of the Property. This fee is equal to the product of 1/12th of the annual reservation times the firm water rate in effect during the month.

Wastewater Capacity. The Wastewater Capacity shall not exceed one hundred thirty-seven (137) Wastewater Service LUEs. The Parties agree that the builders shall pay the City an amount equal to \$6,068.64 per Wastewater Service LUE, for a total of \$831,403.68, for the Wastewater Capacity, which amount shall be payable to the City at the time a builder pulls construction permit for such home, townhome or commercial building.

Offsite Improvements to the Wastewater Systems shall be completed in two sections:

- 1) Section 1: Connection to Wastewater line at the Arbors sub-division to the north of the Development with an 8" new wastewater line. This line shall run in a minimum fifteen (15) foot wide wastewater easement that shall be acquired by the Developer and dedicated to the City, provided however, if the easement is designed for water and wastewater lines, the total width of the easement shall be increased to twenty (20) feet for both. This connection shall be required prior to construction of any phase of the Development. **This Offsite Improvement shall be constructed at the sole expense of the Developer. The Developer shall manage this project with the City's support.**
- 2) Section 2: Wastewater manhole at Cojak Circle and 6" line upgrade from Cojak Circle manhole to the west to the City of Fair Oaks Ranch Wastewater Treatment Plant with a 12" new wastewater line that shall be installed in the existing easement to replace the existing 6" line. This Section shall be built prior to the issuance of Certificate of Occupancy for homes built during Phase 1 of the Development. **This offsite shall be constructed at the sole expense of the Developer. The Developer shall manage this project with the City's support.**

The City's dedication of the Guaranteed Capacity to the Developer represents an allocation by the City of a scarce City resource. By entering into this Agreement, the Developer represents to the City that the Developer has a present intent to utilize the Guaranteed Capacity for the purpose of making Service available to the Property. If all of the Guaranteed Capacity has not been utilized by the fifteenth (15th) anniversary of the Effective Date, the City shall have the ability, exercisable at its discretion upon prior delivery of written notice to the Developer, to reallocate to another user such unutilized portion the Guaranteed Capacity. Any such reallocation shall be conditioned on the City's reimbursement to the Developer of any amounts paid by the Developer to the City for such reallocated portion of the Guaranteed Capacity pursuant to this S.C.2.00.

S.C.3.00 Time for Impact Fee Assessment and Payment.

Impact Fees owed pursuant to G.C.11.00, S.C.1.00, the Code, and applicable City ordinance or resolution, if any, will be assessed at the rates, and be payable at the times, as outlined in S.C. 1.00 above.

ATTACHMENT III**ENGINEERING REPORT REGARDING IMPROVEMENTS**

To be delivered to the City by the Developer with adequate time for the City's review, comment, and approval, pursuant to the terms of this Agreement. The Parties hereby agree that adequate time means sixty (60) days from the initial date of submission. Upon the City's approval, the Engineering Report (which includes Improvements plans and specifications) shall be appended to and become a part of this Agreement as Attachment III.

ATTACHMENT IV

MASTER DEVELOPMENT PLAN



CUDE ENGINEERS
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TEXAS 78231
P:(210) 681.2951 F: (210) 523.7112

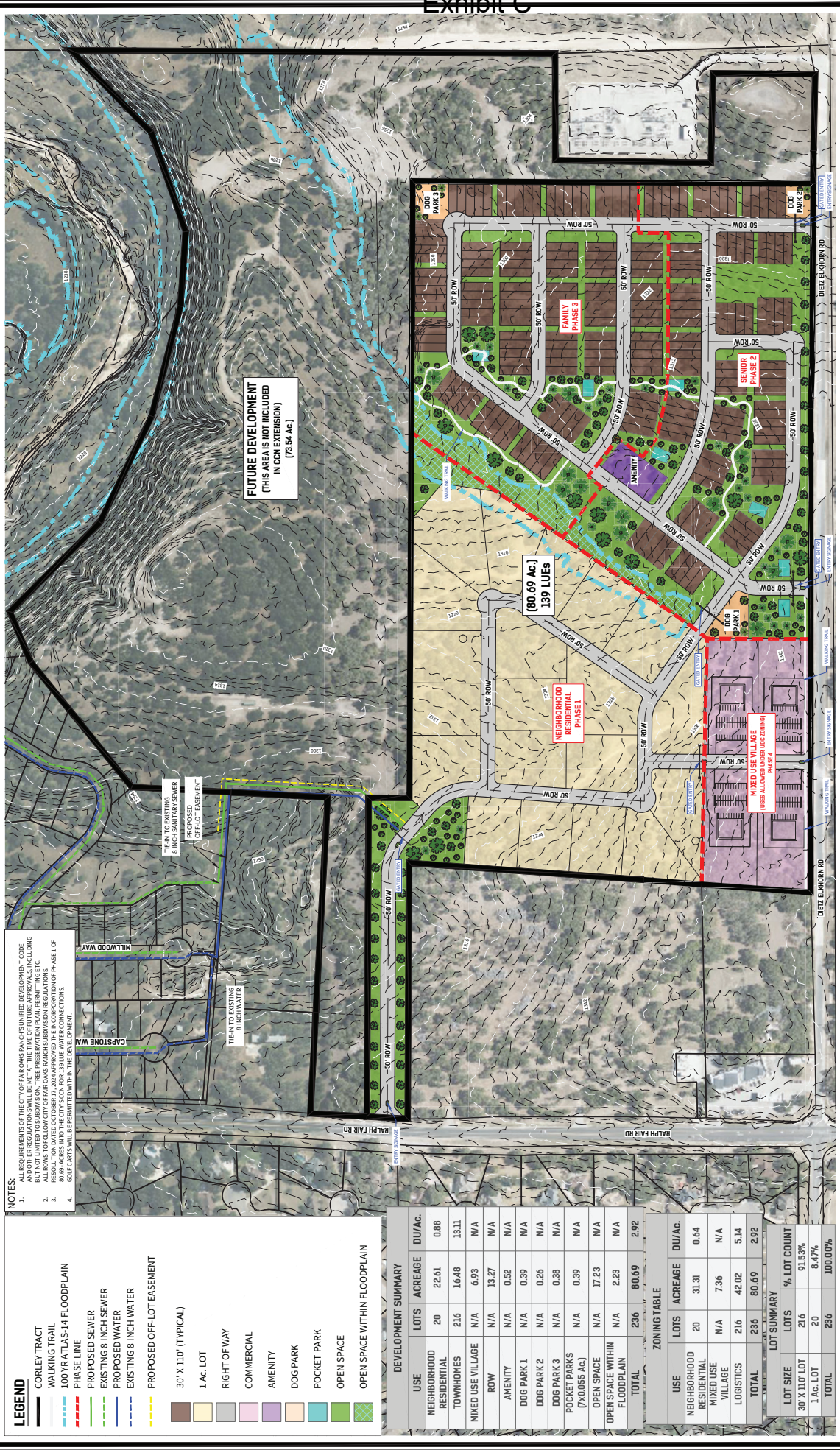
CORLEY TRACT / MASTER LAND PLAN - 139 LUES

NOVEMBER 2024

CITY OF FAIR OAKS RANCH



Exhibit C



NOTES:

- 1. ALL REQUIREMENTS OF THE CITY OF FAIR OAKS RANCH SUBMITTED DEVELOPMENT CODE BUT NOT LIMITED TO SUBDIVISION, TREE PRESERVATION PLAN, PERMITTING ETC.
- 2. ALL ROWS TO FOLLOW CITY OF FAIR OAKS RANCH SUBDIVISION REGULATIONS.
- 3. 80.69 ACRES INTO THE CITY'S COA FOR 139 LUE WATER CONNECTIONS.
- 4. GOLF CARTS WILL BE PERMITTED WITHIN THE DEVELOPMENT.

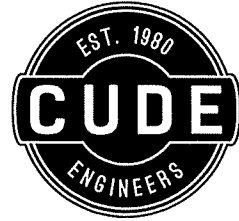
LEGEND	
	CORLEY TRACT
	WALKING TRAIL
	100 YR ATLAS-14 FLOODPLAIN
	PHASE LINE
	PROPOSED SEWER
	EXISTING 8 INCH SEWER
	PROPOSED WATER
	EXISTING 8 INCH WATER
	PROPOSED OFF-LOT EASEMENT
	30' X 110' (TYPICAL)
	1 AC. LOT
	RIGHT OF WAY
	COMMERCIAL
	AMENITY
	DOG PARK
	POCKET PARK
	OPEN SPACE
	OPEN SPACE WITHIN FLOODPLAIN

DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/AC.
NEIGHBORHOOD RESIDENTIAL	20	22.61	0.88
TOWNHOMES	216	16.48	13.11
MIXED USE VILLAGE	N/A	6.93	N/A
ROW	N/A	13.27	N/A
AMENITY	N/A	0.52	N/A
DOG PARK 1	N/A	0.39	N/A
DOG PARK 2	N/A	0.26	N/A
DOG PARK 3	N/A	0.38	N/A
POCKET PARKS (7X0.055 AC.)	N/A	0.39	N/A
OPEN SPACE	N/A	17.23	N/A
OPEN SPACE WITHIN FLOODPLAIN	N/A	2.23	N/A
TOTAL	236	80.69	2.92

ZONING TABLE			
USE	LOTS	ACREAGE	DU/AC.
NEIGHBORHOOD RESIDENTIAL	20	31.31	0.64
MIXED USE VILLAGE	N/A	7.36	N/A
LOGISTICS	216	42.02	5.14
TOTAL	236	80.69	2.92
LOT SUMMARY			
LOT SIZE	LOTS	% LOT COUNT	
30' X 110' LOT	216	91.53%	
1 AC. LOT	20	8.47%	
TOTAL	236	100.00%	

ATTACHMENT V

LEGAL DESCRIPTION

LEGAL DESCRIPTION
80.69 ACRES OF LAND

80.69 ACRES OF LAND LOCATED IN THE MARIA DE LA LUZ GUERRA 172, ABSTRACT NO. 257 IN BEXAR COUNTY, TEXAS, AND BEING OUT OF A CALLED 159.74 ACRE TRACT DESCRIBED IN VOLUME 9675, PAGE 2082, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS; SAID 80.69 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A FOUND ½ INCH IRON ROD IN THE EAST RIGHT-OF-WAY LINE OF RALPH FAIR ROAD, FOR THE NORTHWEST CORNER OF A CALLED 20.139 ACRE TRACT DESCRIBED IN VOLUME 5787, PAGE 1967, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS AND WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH SAID EAST RIGHT-OF-WAY LINE OF RALPH FAIR ROAD THE FOLLOWING TWO (2) COURSES:

- 1) WITH A CURVE TO THE LEFT HAVING A RADIUS OF 5979.58 FEET AND A CHORD OF N 02°55'29" E, A DISTANCE OF 24.82 FEET TO A POINT,
- 2) N 02°59'01" E, A DISTANCE OF 117.10 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE HERIN DESCRIBED TRACT;

THENCE, ENTERING INTO AND SEVERING SAID 159.74 ACRE TRACT THE FOLLOWING FOUR (4) COURSES:

- 1) S 89°55'56" E, A DISTANCE OF 1,107.03 FEET TO A POINT,
- 2) S 00°04'04" W, A DISTANCE OF 141.74 FEET TO A POINT,
- 3) S 89°55'56" E, A DISTANCE OF 2,129.06 FEET TO A POINT,
- 4) S 00°04'04" W, A DISTANCE OF 1,412.51 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF DIETZ ELKHORN ROAD, IN THE SOUTH LINE OF SAID 159.74 ACRE TRACT AND FOR THE SOUTHEAST CORNER OF THE HERIN DESCRIBED TRACT;

THENCE, WITH THE SAID NORTH RIGHT-OF-WAY LINE OF DIETZ ELKHORN ROAD THE FOLLOWING THREE (3) COURSES:

- 1) N 88°41'28" W, A DISTANCE OF 637.55 FEET TO A POINT,
- 2) N 88°25'28" W, A DISTANCE OF 152.15 FEET TO A POINT,
- 3) N 89°57'09" W, A DISTANCE OF 1,660.21 FEET TO A POINT FOR THE SOUTHEAST CORNER OF A CALLED 4.939 ACRE TRACT AND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST LINE OF SAID 4.939 ACRE TRACT, N 04°01'29" E, A DISTANCE OF 375.76 FEET TO A FOUND ½ INCH IRON ROD FOR THE NORTHEAST CORNER OF SAID 4.939 ACRE TRACT, FOR THE SOUTHEAST CORNER OF SAID 20.139 ACRE TRACT AND FOR AN ANGLE POINT IN THE WEST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE COMMON LINE OF SAID 20.139 ACRE TRACT AND THE HEREIN DESCRIBED TRACT THE FOLLOWING TWO (2) COURSES:

- 1) N 03°59'20" E, A DISTANCE OF 1,022.80 FEET TO A FOUND ½ INCH IRON ROD,
04396.000 80.69 ACRES 2 / 2
- 2) N 89°55'56" W, A DISTANCE OF 888.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 80.69 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011).

Chris Walterscheidt

CHRIS WALTERSCHEIDT

11/05/2020



REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6180 CUDE ENGINEERS
4122 POND HILL ROAD,
SUITE 101 SAN ANTONIO,
TEXAS 78231 TBPELS FIRM
NO. 10048500
TBPE FIRM NO.
455 JOB NO.
04396.000

Exhibit C

Item #18.

POB = POINT OF BEGINNING
 OPR = OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 VOL = VOLUME
 PG = PAGE
 DOC = DOCUMENT
 [. .] = RECORD BEARINGS AND DISTANCES

NOTES:

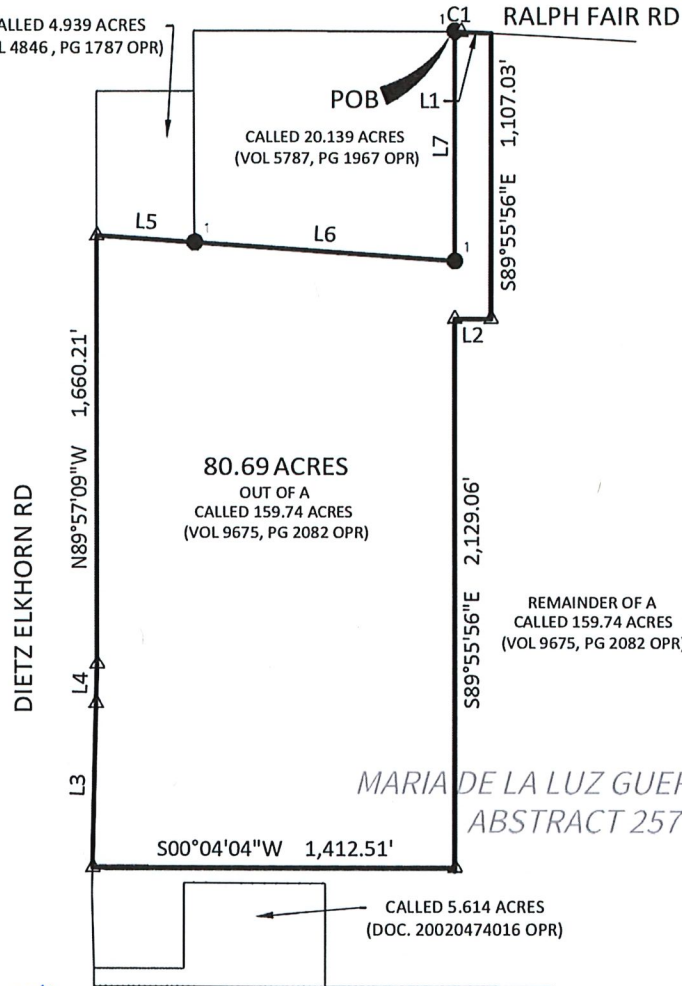
1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011).
2. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.

- △ = CALCULATED POINT
 ● = 1/2" IRON ROD
 ● = 1/2" IRON ROD "M.W. CUDE"
 ● = 1/2" IRON ROD "KFW SURVEY"
 ● = 1/2" IRON ROD WITH CAP

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD DIST.
C1	5,679.58'	0°15'01"	24.82'	N02°55'29"E	24.82'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N02°45'03"E	117.10'
L2	S00°04'04"W	141.74'
L3	N88°41'28"W	637.55'
L4	N88°25'28"W	152.15'
L5	N04°01'29"E	375.76'
L6	N03°59'20"E	1,022.80'
L7	N89°55'56"W	888.98'

CALLED 4.939 ACRES
 (VOL 4846, PG 1787 OPR)



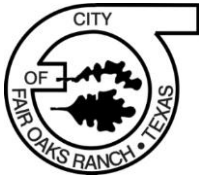
CUDE ENGINEERS
 4122 POND HILL RD. • SUITE 101
 SAN ANTONIO, TEXAS 78231
 T:210.681.2951 • F:210.523.7112
 WWW.CUDEENGINEERS.COM
 TBPES FIRM #10048500
 TBPE FIRM #455

EXHIBIT OF

80.69 ACRES OF LAND LOCATED IN THE MARIA DE LA LUZ GUERRA NO. 172, A-257, BEXAR COUNTY, TEXAS AND BEING OUT OF A CALLED 159.74 ACRES OF LAND AS DESCRIBED IN VOL 9675, PAGE 2082, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS

PROJECT N0396.000 DATE 1-05-2024 BY JS FMCW PAGE 1

P:\04396\000\0-Survey\Drawings\05_04396.000 Corley Road Tract.dwg 2024/11/06 9:06am c.walterscheidt



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution to appoint a member to fill a place on the City of Fair Oaks Ranch Board of Appeals

DATE: September 18, 2025

DEPARTMENT: City Secretary

PRESENTED BY: Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

The Building Code Board of Appeals (BCBOA) is a four-member board consisting of three regular members and one alternate, each serving three-year staggered terms. The Place 2 term expires on September 30, 2025, and the current member has declined reappointment.

Board members must have experience and training in building construction and may not be employees of the jurisdiction.

To fill the vacancy, applications were solicited through the City's website and social media, resulting in one applicant. As this board has never met, Council may also consider assigning the candidate to another board. Candidate interviews were conducted on September 4 and September 18, 2025.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

To appoint members to hear and resolve appeals from the determinations of the building official for the City. Filling all the Board's seats ensures meaningful community input and helps ensure that citizen decisions reflect and preserve the community's values.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Approved as to form

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution appointing _____ to Place 2 on the City of Fair Oaks Ranch Board of Appeals.

A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH APPOINTING MEMBERS TO FILL PLACES ON THE CITY OF FAIR OAKS RANCH BOARD OF APPEALS

WHEREAS, on November 19, 2015, under Ordinance 2015-11, the Fair Oaks Ranch City Council established the City of Fair Oaks Ranch Board of Appeals to hear and resolve appeals from the determinations of the building official for the City; providing for the appointments of its members by City Council, by resolution; and

WHEREAS, the City Council created staggered terms for consistency throughout all City Boards and Commissions in 2020; and

WHEREAS, the term for Place 2 will expire on September 30, 2025; and

WHEREAS, Jenks Boston, Place 2, indicated that he did not desire to continue serving on the Board of Appeals; and

WHEREAS, the City Council deems it necessary to appoint a member to Place 2 on the Board of Appeals.

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

Section 1. The City Council hereby finds that the following qualified citizen volunteer is appointed to serve on the City of Fair Oaks Ranch Board of Appeals effective October 1, 2025.

Place 2 _____ Term: 10/1/2025 – 9/30/2028

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

Section 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.

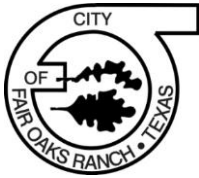
PASSED, APPROVED and ADOPTED this 18th day of September, 2025.

Gregory C. Maxton, Mayor

ATTEST:

Christina Picioccio, TRMC, City Secretary

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



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution to appoint members to fill places on the City of Fair Oaks Ranch Capital Improvement Advisory Committee

DATE: September 18, 2025

DEPARTMENT: City Secretary

PRESENTED BY: Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

The Capital Improvement Advisory Committee (CIAC) is a nine-member body with three-year terms. Three positions will expire on September 30, 2025. Effective September 1, 2025, House Bill 2225 requires at least 50% of CIAC members to represent the real estate development or building industries (previously 40%).

At its August 7, 2025 meeting, the City Council reappointed Marcus Garcia (Place 6) and elected to interview applicants for Places 2 and 5. Three qualified applications were received by the August 1, 2025 deadline, and interviews were conducted on September 4 and September 18, 2025.

Tonight's resolution confirms the reappointment of Marcus Garcia to Place 6 and appoints members to Places 2 and 5 on the CIAC.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Filling all the Board's seats ensures meaningful community input and helps ensure that citizen decisions reflect and preserve the community's values.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Resolution approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution appointing _____ to Place 2, _____ to Place 5, and confirms the reappointment of Marcus Garcia to Place 6, on the City of Fair Oaks Ranch Capital Improvement Advisory Committee.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS APPOINTING MEMBERS TO FILL PLACES 4, 5, AND 6 ON THE CITY OF FAIR OAKS RANCH CAPITAL IMPROVEMENT ADVISORY COMMITTEE.

WHEREAS, under Ordinance No. 145.0, the Fair Oaks Ranch City Council established the City of Fair Oaks Ranch Impact Fee Advisory Committee; providing for the appointments of its members by City Council, by Resolution; and

WHEREAS, pursuant to Local Government Code 395.058(a), the City Council of the City of Fair Oaks Ranch resolved (Res 82.5) on February 16, 2006 to rename the Impact Fee Advisory Committee to Capital Improvements Advisory Committee (CIAC); and

WHEREAS, the Committee serves in an advisory capacity and is established to follow the duties and functions set forth in Texas Local Government Code 395.058(c) and City of Fair Oaks Ranch Ordinance No. 145.0; and

WHEREAS, the City Council created staggered terms for consistency throughout all City Boards and Commissions in 2020; and

WHEREAS, the terms for Places 4, 5, and 6 of the CIAC will expire on September 30, 2025; and,

WHEREAS, one member, Marcus Garcia, Place 6, indicated his desired to continue serving on the Capital Improvement Advisory Committee; and

WHEREAS, this member was reappointed at the August 7, 2025 City Council Meeting; and

WHEREAS, the City Council deems it necessary to appoint members to fill Place 4 and 5 on the Capital Improvements Advisory Commission.

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

Section 1. The City Council hereby finds that the following qualified citizen volunteers are appointed to serve on the City of Fair Oaks Ranch Capital Improvement Advisory Committee effective October 1, 2024.

Place 2		Term: 10/1/2025 – 9/30/2028
Place 5		Term: 10/1/2025 – 9/30/2028
Place 6	Marcus Garcia	Term: 10/1/2025 – 9/30/2028

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 18th day of September 2025.

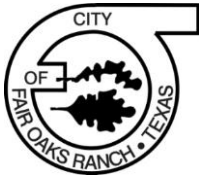
Gregory C. Maxton, Mayor

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 to appoint members to fill places on the City of Fair Oaks Ranch Municipal Development District Board of Directors

DATE: September 18, 2025

DEPARTMENT: City Secretary

PRESENTED BY: Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

The Municipal Development District (MDD) is a seven-member body with three-year terms. Four positions expire on September 30, 2025.

At its June 5, 2025 meeting, the City Council reappointed Keith Rhoden (Place 1) and Ruben Olvera (Place 6). At its August 7, 2025 meeting, the Council reappointed David Fairhurst (Place 3) and Steven Robertson (Place 7). With these actions, all expiring positions have been filled, and there are no vacancies.

Tonight's resolution formally documents these four reappointments in a single record.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Filling all the Board's seats ensures meaningful community input and helps ensure that citizen decisions reflect and preserve the community's values.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution confirming the reappointment of Keith Rhoden to Place 1, David Fairhurst to Place 3, Ruben Olvera to Place 6, and Steven Robertson to Place 7 on the City of Fair Oaks Ranch Municipal Development District Board of Directors.

A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH APPOINTING DIRECTORS TO FILL PLACES 1, 3, 6, AND 7 ON THE CITY OF FAIR OAKS RANCH MUNICIPAL DEVELOPMENT DISTRICT BOARD OF DIRECTORS

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

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

WHEREAS, the City Council created staggered terms for consistency throughout all City Boards and Commissions in 2020; and

WHEREAS, Place 1, Place 3, Place 6, and Place 7 terms on the MDD Board of Directors will expire on September 30, 2025; and

WHEREAS, two council members, Keith Rhoden, Place 1, and Ruben Olvera, Place 6, were reappointed to the MDD on June 5, 2025 with the signing of Resolution 2025; and

WHEREAS, two regular members, David Fairhurst, Place 3, and Steven Robertson, Place 7, indicated they desired to continue serving on the Fair Oaks Ranch Municipal Development District Board of Directors; and

WHEREAS, on August 7, 2025 the City Council reappointed these members.

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

Section 1. The City Council hereby finds that the following qualified citizen volunteers are appointed to serve on the City of Fair Oaks Ranch Municipal Development District Board of Directors, effective October 1, 2025;

Place 1	<u>Keith Rhoden</u>	Term: 10/1/2025 – 9/30/2027
Place 3	<u>David Fairhurst</u>	Term: 10/1/2025 – 9/30/2027
Place 6	<u>Ruben Olvera</u>	Term: 10/1/2025 – 9/30/2027
Place 7	<u>Steven Robertson</u>	Term: 10/1/2025 – 9/30/2027

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

Section 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 that 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.

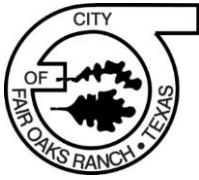
PASSED, APPROVED and ADOPTED this 18th day of September, 2025.

ATTEST:

Gregory C. Maxton, Mayor

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 to appoint a member to fill Place 6 on the City of Fair Oaks Ranch Planning and Zoning Commission

DATE: September 18, 2025

DEPARTMENT: City Secretary

PRESENTED BY: Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

The Planning and Zoning Commission (P&Z) is a seven-member body with three-year terms. Place 6 became vacant following Dale Pearson's election to City Council in May 2025, with the unexpired term ending September 30, 2026.

Applications were solicited through the City's website and social media, with four residents applying by the August 1, 2025 deadline. Candidate interviews were conducted on September 4 and 18, 2025.

Tonight's resolution is to appoint one member to Place 6 on the P&Z Commission.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Filling all the Board's seats ensures meaningful community input and helps ensure that citizen decisions reflect and preserve the community's values

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution appointing _____ to Place 6 on the City of Fair Oaks Ranch Planning and Zoning Commission.

A RESOLUTION

A RESOLUTION OF THE CITY OF FAIR OAKS RANCH APPOINTING A MEMBER TO FILL PLACE 6 ON THE CITY OF FAIR OAKS RANCH PLANNING AND ZONING COMMISSION

WHEREAS, on March 5, 2018, under Ordinance 2018-03, the Fair Oaks Ranch City Council established the City of Fair Oaks Ranch Planning and Zoning Commission, an advisory commission; and

WHEREAS, municipal regulatory authority regarding municipal zoning, including the requirement of appointing members to a Zoning Commission, is found in the Texas Local Government Code, Chapter 211; and

WHEREAS, Section 3.04 of the City Charter provides the Mayor shall appoint, upon nomination by majority vote of the City Council, the members of Planning and Zoning Commission; and

WHEREAS, Place 6 was vacated by Council Member Pearson in May 2025 upon his election to City Council Place 4; and

WHEREAS, Place 6 has unexpired time remaining; and

WHEREAS, the City Council deems it necessary to appoint a member to fill Place 6 on the Planning and Zoning Commission.

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

Section 1. The City Council hereby finds that the following qualified citizen volunteer is appointed to serve on the City of Fair Oaks Ranch Planning and Zoning Commission, effective October 1, 2025;

Place 6 _____ Term: 10/1/2025 – 9/30/2026

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

Section 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 that 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.

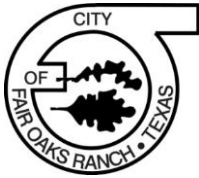
PASSED, APPROVED and ADOPTED this 18th day of September, 2025.

ATTEST:

Gregory C. Maxton, Mayor

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 to appoint members to fill places on the Transportation Safety Advisory Committee

DATE: September 18, 2025

DEPARTMENT: City Secretary

PRESENTED BY: Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

On July 18, 2024, the City Council approved Ordinance 2024-09 establishing the Transportation Safety Advisory Committee (TSAC), consisting of seven regular members with staggered two-year terms.

Three positions will expire on September 30, 2025. At its meeting on August 7, 2025, the City Council reappointed Denise Fortenberry (Place 4) and Sharon Brimhall (Place 6).

To fill the remaining vacancy in Place 2, applications were solicited through the City's website and social media, resulting in four applicants. Candidate interviews were conducted on September 4 and 18, 2025.

Tonight's resolution confirms the reappointment of Denise Fortenberry (Place 4) and Sharon Brimhall (Place 6) and appoints one member to Place 2 on the TSAC.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Filling all the Board's seats ensures meaningful community input and helps ensure that citizen decisions reflect and preserve the community's values

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Resolution approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution appointing _____ to Place 2, and confirming the reappointment of Denise Fortenberry to Place 4, and Sharon Brimhall to Place 6 on the City of Fair Oaks Ranch Transportation Safety Advisory Committee.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS APPOINTING MEMBERS TO FILL REGULAR PLACES 2, 4, AND 6 ON THE CITY OF FAIR OAKS RANCH TRANSPORTATION SAFETY ADVISORY COMMITTEE

WHEREAS, under Ordinance 2024-09, the Fair Oaks Ranch City Council established the City of Fair Oaks Ranch Transportation Safety Advisory Committee (TSAC); and

WHEREAS, appointments and reappointments to the Committee shall be made annually based on the term expiration and expressed interest of members to continue to serve, or at such other times as may be authorized by State Law and

WHEREAS, on March 6, 2025, the City Council approved Ordinance 2025-05 amending the composition of the TSAC to include seven (7) regular members; and

WHEREAS, these regular Committee members shall be appointed by majority vote of the City Council; and

WHEREAS, the members shall serve staggered terms of two (2) years, and

WHEREAS, Place 2, 4, and 6 terms on the TSAC will expire on September 30, 2025; and

WHEREAS, two members, Denise Fortenberry, Place 4, and Sharon Brimhall, Place 6, were reappointed at the August 7, 2025 City Council Meeting; and

WHEREAS, the City Council deems it necessary to appoint a member to fill Place 2 on the Transportation Safety Advisory Committee.

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

Section 1. The City Council hereby finds that the following qualified citizen volunteers are appointed to serve on the City of Fair Oaks Ranch Transportation Safety Advisory Committee effective October 1, 2024.

Place 2	_____	Term: 10/1/2025 – 9/30/2027
Place 4	<u>Denise Fortenberry</u>	Term: 10/1/2025 – 9/30/2027
Place 6	<u>Sharon Brimhall</u>	Term: 10/1/2025 – 9/30/2027

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 18th day of September 2025.

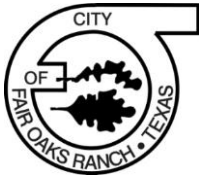
Gregory C. Maxton, Mayor

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 to appoint members to fill places on the Zoning Board of Adjustment

DATE: September 18, 2025

DEPARTMENT: City Secretary

PRESENTED BY: Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

The Zoning Board of Adjustment (ZBOA) consists of five regular members and two alternates with two-year terms. Three positions will expire on September 30, 2025.

At its August 7, 2025 meeting, the City Council reappointed Jonathan Lisenby (Place 4) and Roderick Terrell (Alternate 1). One application was received for Place 1, and candidate interviews were conducted on September 4 and September 18, 2025.

Tonight's resolution confirms the reappointment of Jonathan Lisenby (Place 4) and Roderick Terrell (Alternate Place 1) and appoint a member to fill Place 1 on the ZBOA. City Council may also consider reassigning Mr. Terrell from Alternate to a Regular membership.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Filling all the Board's seats ensures meaningful community input and helps ensure that citizen decisions reflect and preserve the community's values.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Resolution approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution appointing _____ to Place 1 and confirming the reappointment of Jonathan Lisenby to Place 4, and Roderick Terrell as Alternate Place 1, on the City of Fair Oaks Ranch Zoning Board of Adjustment.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS APPOINTING MEMBERS TO FILL PLACES 1, 4, AND ALTERNATE PLACE 1 ON THE CITY OF FAIR OAKS RANCH ZONING BOARD OF ADJUSTMENT

WHEREAS, on June 21, 2018, under Ordinance 2018-05, the City Council of the City of Fair Oaks Ranch amended the city's Code of Ordinances, Chapter 14 by adopting zoning districts and zoning regulations in the City of Fair Oaks Ranch; and

WHEREAS, Chapter 14, Section 14.01.004, entitled, "Zoning Board of Adjustment" (ZBOA), provides for the structure, procedure, and duties of a Zoning Board of Adjustment ("the Board"); and

WHEREAS, the City Council created staggered terms for consistency throughout all City Boards and Commissions in 2020; and

WHEREAS, the terms for Places 1, 4, and 6 will expire on September 30, 2025; and

WHEREAS, two members, Jonathan Lisenby, Place 4, and Roderick Terrell, Alternate Place 1, indicated their desired to continue serving on the Zoning Board of Adjustment; and

WHEREAS, Jonathan Lisenby, Place 4, and Roderick Terrell, Alternate Place 1, were reappointed at the August 7, 2025 City Council Meeting; and

WHEREAS, the City Council deems it necessary to appoint a member to Place 1 on the Zoning Board of Adjustment.

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

Section 1. The City Council hereby finds that the following qualified citizen volunteers are appointed to serve on the City of Fair Oaks Ranch Zoning Board of Adjustment effective October 1, 2025

Place 1	_____	Term: 10/1/2025 – 9/30/2027
Place 4	<u>Jonathan Lisenby</u>	Term: 10/1/2025 – 9/30/2027
Alternate 1	<u>Roderick Terrell</u>	Term: 10/1/2025 – 9/30/2027

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 18th day of September 2025.

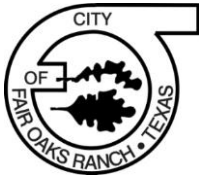
Gregory C. Maxton, Mayor

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 adopting the FY 2025-26 pay schedule for General Government and Public Safety employees

DATE: September 18, 2025

DEPARTMENT: Human Resources

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

INTRODUCTION/BACKGROUND:

In early 2025, the City engaged Evergreen Consulting to prepare a new Comprehensive Compensation and Benefits Study (the “study”); the prior compensation plan was adopted by City Council in November 2020. The compensation plan implementation methodology is complete. On August 7, 2025, City Council adopted by resolution the “Minimum Plus 1 Step” methodology, which includes a 1.5% progression structure as part of the new study.

On September 15, 2025, staff will present the proposed pay plan to City Council at a work session. Key points include:

- All current employees will be placed on the new pay scale at least at the minimum of their classification range plus one step, ensuring that no employee is paid below the market minimum.
- The new pay plan will be structured with 30 steps (rather than 18 in the 2020 plan), with 1.5% progression between steps (compared to 2.5% in the 2020 plan). This design allows employees to progress gradually, recognizing longevity and merit while reducing the likelihood of topping out too quickly.
- Targeted adjustments are expected in Maintenance, Utilities, and Public Safety classifications, where recruitment and retention challenges have been most significant.

These actions are intended to reduce turnover pressures, strengthen recruitment efforts, promote long-term plan stability, and maintain competitive pay.

As a reminder, approval of this compensation plan implementation methodology represents one element of the Comprehensive Compensation and Benefits Study. The full study including operational recommendations regarding maintenance, movement through the plan, and analysis of ancillary benefits is anticipated to be presented to City Council in October.

Approval of the FY 2025–26 General Government and Public Safety Pay Schedule as attached in **Exhibit A** ensures alignment with the FY 2025–26 operating budget.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Advances Strategic Action Plan Goal 5.1.1 Evaluate and Update Compensation and Benefit Plans Inclusive of Public Safety.

- Promotes transparency, consistency, and fairness in the City's compensation system.
- Strengthens staffing sustainability and supports long-term workforce development.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

No additional budget amendments are required as labor costs associated with the proposed pay schedule can be managed within the FY 2025-26 Operating Budget.

LEGAL ANALYSIS:

Approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution adopting the FY 2025-26 General Government and Public Safety Pay Schedule.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS ADOPTING THE FY 2025-26 PAY SCHEDULE FOR GENERAL GOVERNMENT AND PUBLIC SAFETY EMPLOYEES

WHEREAS, on August 7, 2025, the City Council adopted by resolution the implementation methodology of “Minimum Plus 1 Step” with a 1.5% Step Progression pay plan structure as part of the FY 2025-26 Comprehensive Compensation and Benefits Study conducted with Evergreen Solutions, LLC., and

WHEREAS, the revised structure ensures all employees are placed at or above the minimum of their assigned pay ranges plus one additional step, reducing compression and maintaining fairness and market competitiveness, and

WHEREAS, the proposed pay schedules restructure the pay plan to 30 steps at 1.5% progressions, providing greater longevity, more gradual progression, and long-term sustainability, and

WHEREAS, adoption of the proposed pay schedules advances Strategic Action Plan Goal 5.1.1 Evaluate and Update Compensation and Benefit Plans Inclusive of Public Safety, and

WHEREAS, implementation of the proposed pay schedules will be managed within appropriations proposed in the FY 2025-26 Operating Budget.

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

- Section 1.** The City Council adopts the FY 2025-26 General Government and Public Safety Pay Schedule (**Exhibit A**) effective the first pay period in FY 2025-26. All **eligible** employees will receive a 1, 2, or 3 step merit increase, depending on the results of their 2025 annual evaluation.
- 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 18th day of September 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

FY 2025-26 General Government and Public Safety Pay Schedule

"Exhibit A"

Grade	Job Title	Minimum	Midpoint	Maximum
101		\$ 31,200.00	\$ 38,430.00	\$ 48,046.00
102		\$ 32,003.00	\$ 39,421.00	\$ 49,285.00
103		\$ 33,603.00	\$ 41,391.00	\$ 51,748.00
104	Custodian	\$ 35,283.00	\$ 43,458.00	\$ 54,333.00
105		\$ 37,047.00	\$ 45,634.00	\$ 57,053.00
106	Animal Services Officer	\$ 38,899.00	\$ 47,913.00	\$ 59,903.00
	Administrative Clerk		\$ -	
107	Administrative Assistant	\$ 40,844.00	\$ 50,312.00	\$ 62,902.00
	Court Clerk		\$ -	
	Utilities Clerk		\$ -	
108	Maintenance Technician	\$ 42,886.00	\$ 52,827.00	\$ 66,045.00
	Utilities Technician		\$ -	
109	Finance Specialist	\$ 45,031.00	\$ 55,469.00	\$ 69,349.00
	Maintenance Lead		\$ -	
	Water/Wastewater Operator I		\$ -	
110	Code Compliance Officer	\$ 47,282.00	\$ 58,241.00	\$ 72,816.00
111	Mechanic	\$ 49,646.00	\$ 61,150.00	\$ 76,452.00
112	Building Inspector	\$ 52,128.00	\$ 64,210.00	\$ 80,278.00
	Water/Wastewater Operator II		\$ -	
113	GIS Technician	\$ 54,735.00	\$ 67,420.00	\$ 84,288.00
114	Accountant	\$ 57,472.00	\$ 70,791.00	\$ 88,506.00
	Deputy City Secretary		\$ -	
	Environmental Program Manager		\$ -	
	IT Network Specialist		\$ -	
	Water/Wastewater Operator III		\$ -	
115	Infrastructure Inspector	\$ 60,345.00	\$ 74,333.00	\$ 92,932.00
116	Maintenance Supervisor	\$ 63,362.00	\$ 78,047.00	\$ 97,578.00
117	City Planner	\$ 66,531.00	\$ 81,950.00	\$ 102,457.00

	Civilian Investigator		\$ -	
	Communications Officer		\$ -	
	Human Resources Generalist		\$ -	
118	Court Administrator	\$ 69,858.00	\$ 86,049.00	\$ 107,582.00
	Wastewater Supervisor		\$ -	
	Water Supervisor		\$ -	
119	Procurement Manager	\$ 73,351.00	\$ 90,351.00	\$ 112,959.00
	Project Manager		\$ -	
120		\$ 77,018.00	\$ 94,867.00	\$ 118,604.00
121	Accounting Manager	\$ 80,869.00	\$ 99,609.00	\$ 124,533.00
	City Secretary		\$ -	
122		\$ 84,913.00	\$ 104,593.00	\$ 130,764.00
123	Building Official	\$ 89,158.00	\$ 109,819.00	\$ 137,299.00
124	Engineering Manager	\$ 93,616.00	\$ 115,311.00	\$ 144,166.00
125	IT Manager	\$ 102,978.00	\$ 126,844.00	\$ 158,584.00
126	Assistant Director of Public Works	\$ 110,186.00	\$ 135,723.00	\$ 169,685.00
127	Director of Human Resources	\$ 117,899.00	\$ 145,221.00	\$ 181,561.00
	Director of Public Works		\$ -	
128	Director of Finance	\$ 126,152.00	\$ 155,388.00	\$ 194,273.00
129	Chief of Police	\$ 132,460.00	\$ 163,159.00	\$ 203,986.00
130	Assistant City Manager	\$ 141,732.00	\$ 174,579.00	\$ 218,264.00
UNG	City Manager			
Grade		Minimum	Midpoint	Maximum
201	Police Cadet	\$ 56,000.00	\$ 68,976.00	\$ 74,307.00
202	Police Officer	\$ 67,000.00	\$ 82,528.00	\$ 88,905.00
	School Resource Officer		\$ -	
203	Police Corporal	\$ 77,786.00	\$ 95,812.00	\$ 103,217.00
204	Police Sergeant	\$ 89,454.00	\$ 110,185.00	\$ 118,701.00
205	Police Lieutenant	\$ 102,872.00	\$ 126,714.00	\$ 136,507.00