



CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, July 03, 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

PRESENTATIONS

4. Introduction of Police K9 Vox

Todd Smith, Chief of Police
David Magness, Patrol Officer

CONSENT AGENDA

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

5. Approval of the June 19, 2025 Regular City Council meeting minutes

Christina Picioccio, TRMC, City Secretary

6. 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 +/- 344.6-acre tract of land within Comal and Kendall County, Texas generally located south and west of Ammann Road and east of the Stone Creek Ranch subdivision; and providing for an effective date

Carole Vanzant, CPM, Assistant City Manager

7. Approval of a resolution authorizing the execution of an agreement with M5 Utilities, LLC for the Rolling Acres Trail and Willow Wind/Red Bud Hill Water Line Replacement Project, expenditure of the required funds, and execution of all applicable documents by the City Manager

Kelsey Delgado, CISEC, Project Manager

PUBLIC HEARINGS

- [8.](#) Reconvene the Public Hearing from June 19, 2025, concerning the creation of the Post Oak Public Improvement District, pursuant to the provisions of Chapter 372 of the Texas Local Government Code
- A. Mayor reconvenes the public hearing
 - B. Report from the Administration
 - C. City Council receives public testimony for/against the proposed creation of the Post Oak Development Public Improvement District
 - D. The Mayor closes the public hearing
 - E. The City Council may discuss the proposed creation of the Post Oak Development Public Improvement District

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

CONSIDERATION/DISCUSSION ITEMS

- [9.](#) Consideration and possible action approving a resolution authorizing and creating the Post Oak Development Public Improvement District

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

- [10.](#) Consideration and possible action approving the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 9 Personnel, Article 9.03 Police Department, Section 9.03.004 Chief of Police

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

- [11.](#) Consideration and possible action approving the first reading of an ordinance approving a first amendment to the 2024 franchise agreement with Frontier Texas Ventures I, LLC for the collection, hauling, and disposal of municipal solid waste and recyclable materials in the City of Fair Oaks Ranch

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

- [12.](#) Consideration and possible action approving a resolution establishing the target market position for the City's Compensation Plan

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

WORKSHOP

- [13.](#) FY 2025-26 Budget Workshop: Municipal Court, Capital and Strategic Projects, and Utilities

Summer Fleming, CGFO, Director of Finance

Ricardo Bautista, Municipal Court Administrator

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

14. Vestal Park Culvert Design Options

Lee Muñiz, P.E., CFM, Manager of Engineering Services

15. Flock Safety Automated License Plate Reader (ALPR)

Todd Smith, Chief of Police

REQUESTS AND ANNOUNCEMENTS

16. Announcements and reports by Mayor and Council Members

17. Announcements by the City Manager

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

ADJOURNMENT

Signature of Agenda Approval: s/Scott M. Huizenga

Scott M. Huizenga, City Manager

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

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



Meet Vox!

2 ½ year old German Shorthaired Pointer

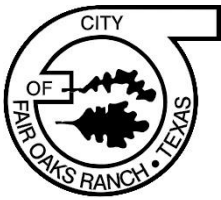
Obtained from TSA K9 training program for
Explosive Detection (111 days)

Current focused area of training-
Community Engagement and Search and
Rescue

Officer David Magness- Handler



Todd Smith
Chief of Police



CITY OF FAIR OAKS RANCH CITY COUNCIL REGULAR MEETING

Thursday, June 19, 2025 at 6:30 PM

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

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

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.

Riva Ridge resident Ron Madura expressed concerns about traffic detours through his neighborhood during the upcoming Dietz Elkhorn reconstruction project. Citing past impacts during the Tivoli Way project, he requested that Council consider alternative detour routes using wider streets like Keeneland or the use of flaggers to manage traffic.

PRESENTATIONS

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

Assistant City Manager Jim Williams recognized Casey Parker for receiving the E-Newsletter Award of Excellence from the Texas Association of Municipal Information Officers.

CONSENT AGENDA

5. Approval of the June 5, 2025 Regular City Council meeting minutes
6. Approval of a resolution authorizing the execution of an agreement with Pavement Restoration, Inc. for asphalt rejuvenator, expenditure of the required funds, and execution of all applicable documents by the City Manager
7. Approval of a resolution authorizing the execution of an agreement with JCM Commercial Services, LLC for sealcoating, expenditure of the required funds, and execution of all applicable documents by the City Manager
8. Approval of the second reading of an ordinance of the City Council of the City of Fair Oaks Ranch, Texas amending the Fair Oaks Ranch Code of Ordinances, Appendix A Fee Schedule, Article A2.000 Building Fees

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

VOTE: 7 - 0; Motion Passed

PUBLIC HEARING

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

- A. Mayor Maxton opened the public hearing at 6:40 PM.
- B. Assistant City Manager Jim Williams summarized the PID petition, provided an overview on PID's, then detailed next steps for the Council on behalf of City Administration.
- C. City Council did not receive public testimony for or against the proposed creation of the Post Oak Development Public Improvement District.
- D. MOTION: Made by Mayor Maxton, seconded by Council Member Parker, to adjourn and reconvene the public hearing the next Regular City Council meeting on July 3, 2025.

Vote: 7 – 0; Motion Passed

- E. The City Council discussed the proposed creation of the Post Oak Development Public Improvement District.

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

- A. Mayor Maxton opened the public hearing at 6:52 PM.
- B. Assistant City Manager Carole Vanzant provided a report from the Administration.
- C. City Council received public testimony against the proposed annexation of a +/- 346-acre tract of land within Comal and Kendall County, Texas generally located south and west of Ammann Road and east of the Stone Creek Ranch subdivision from the following resident:
 - RW Simpson
- D. Mayor Maxton closed the public hearing at 7:01 PM.
- E. The City Council discussed the proposed annexation of said property.

CONSIDERATION/DISCUSSION ITEMS

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

MOTION: Made by Council Member Rhoden, seconded by Council Member Swarek, that the City Council approve a resolution approving a Services Agreement and authorizing the City Manager to execute the Agreement.

VOTE: 7 - 0; Motion Passed

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

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

VOTE: 7 - 0; Motion Passed

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

MOTION: Made by Council Member Olvera, seconded by Council Member Pearson, to approve a resolution authorizing the submission of a grant application for the State and Local Cybersecurity Grant Program and authorizing the City Manager to execute all documents in connection therewith.

VOTE: 7 - 0; Motion Passed

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

MOTION: Made by Council Member Rhoden, seconded by Council Member Stroup, to approve a resolution establishing a Fire and EMS committee to review, assess, and provide recommendations to the City Council regarding fire and emergency medical services.

VOTE: 7 - 0; Motion Passed

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

MOTION: Made by Council Member Olvera, seconded by Council Member Swarek, that the City Council approve a resolution directing the City Manager to terminate a Chapter 377 Project Funding Agreement Economic Development Agreement with the Municipal Development District for the construction of a civic center.

VOTE: 7 - 0; Motion Passed

WORKSHOP

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

Summer Fleming, Director of Finance gave a brief overview of the General Fund Budget. The following employees provided more details for each of their departments and answered questions of Council and meeting attendees:

- Christina Picioccio, TRMC, City Secretary
- Jim Williams, MBA, ICMA-CM, Assistant City Manager
- Joanna Merrill, PSHRA-SCP, Director of Human Resources & Communications; and
- Brian LeJeune, IT Manager

REQUESTS AND ANNOUNCEMENTS

17. Announcements and reports by Mayor and Council Members

Mayor Maxton announced the City's partnership with the Fair Oaks Ranch Country Club for the July 4th Fireworks and Laser Show, noting a large turnout is expected with the holiday falling on a Friday. Festivities begin at 6:00 PM, with the show starting after 9:00 PM. He also encouraged residents to volunteer for City boards, committees, and commissions by contacting the City Secretary's office before August. Lastly, he invited residents to a community lunch with Police Officers on Saturday, June 28, 2025, at The Roost at 11:00 AM.

18. Announcements by the City Manager

City Manager Scott Huizenga acknowledged the significance of June 19th, the federally recognized Juneteenth holiday commemorating the 1865 announcement in Galveston of the abolition of slavery—over two years after the Emancipation Proclamation. He stated his intent to propose Juneteenth as a City holiday for Council consideration during the FY 2025–26 budget process.

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

N/A

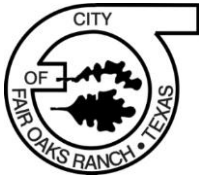
ADJOURNMENT

Mayor Maxton adjourned the meeting at 8:14 PM.

ATTEST:

Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary



CITY COUNCIL CONSENT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Approval of the second reading of an ordinance 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 +/- 344.6-acre tract of land within Comal and Kendall County, Texas generally located south and west of Ammann Road and east of the Stone Creek Ranch subdivision; and providing for an effective date

DATE: July 3, 2025

DEPARTMENT: Administration

PRESENTED BY: Consent Item: Carole Vanzant, CPM, Assistant City Manager

INTRODUCTION/BACKGROUND:

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

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

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

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

1. mailed and published at least on or after the 20th day but before the 10th day before the date of the hearing; and
2. posted on the City's website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

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

On June 19, the City Council:

1. Conducted a public hearing at which persons interested in the voluntary annexation were given an opportunity to be heard.
2. Adopted a resolution approving a services agreement for the provisions of city services for the Property and authorized the City Manager to execute said with the landowner.
3. Approved the first reading of an ordinance providing for the extension of the Fair Oaks Ranch city limits by the annexation of a +/- 344.6-acre tract of land within Comal and Kendall County, Texas generally located south and west of Ammann Road.

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

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

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

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

LONGTERM FINANCIAL & BUDGETARY IMPACT:

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

LEGAL ANALYSIS:

Approved as to form by City Attorney.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve the second reading of an ordinance providing for the extension of Fair Oaks Ranch city limits by the annexation of approximately 344.6 acres of land within Comal and Kendall County, Texas generally located south and west of Ammann Road and east of the Stone Creek Ranch subdivision.

AN ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

Section 2. That the official map and boundaries of Fair Oaks Ranch are hereby amended to include

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

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

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

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

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

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

FIELD NOTES FOR A 344.6 ACRE TRACT OF LAND

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

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

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

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

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

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

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



Job # 18-4085 344.6 Acres

Date: February 1, 2024

EXHIBIT B
SERVICES AGREEMENT
CITY OF FAIR OAKS RANCH, TEXAS

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

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

SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION

1. Police Protection

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

2. Fire Protection and Emergency Medical Services

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

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

3. Water and Wastewater Services

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

The Property is not within the service area for the City of Fair Oaks Ranch wastewater system. If the area is added to the system in the future, wastewater services will be available to the Property at the same or similar level of service being provided to other

SERVICES AGREEMENT FOR THE ANNEXATION OF THE AMMANN RD PROPERTY

areas of the City, with like topography, land use and population density as those found within the newly annexed areas. If the area is added to the system in the future connection to future wastewater system will be provided at the request of the individual customer in accordance with Utility Policies and Connection Fee ordinance in effect at the time the wastewater service is requested. Currently, wastewater service to the area will be provided by on-site treatment facilities provided by each individual property owner.

4. Solid Waste Collection & Recycling

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

5. Maintenance of Roads and Streets

The City will provide for maintenance of public streets and alleys that have been dedicated or will be dedicated and accepted by the City in the future as described in Section 3.03 (b) "Dedication of Authorized Improvements to the City" of the approved Development Agreement (city Resolution 2025-26). Any private roads will remain under the ownership of the property owner or homeowners' association.

6. Open Space

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

7. Other Services

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

LEVEL OF SERVICE

Nothing in this agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

EXHIBIT B

Item #6.

SERVICES AGREEMENT FOR THE ANNEXATION OF THE AMMANN RD PROPERTY

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

City of Fair Oaks Ranch:

Property Owner:



Scott M. Huizenga, City Manager

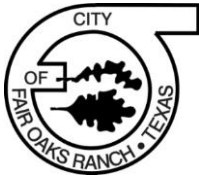


Scott Teeter, Bitterblue, Inc.

Attest:



Christina Picioccio, 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 M5 Utilities, LLC for the Rolling Acres Trail and Willow Wind/Red Bud Hill Water Line Replacement Project, expenditure of the required funds, and execution of all applicable documents by the City Manager

DATE: July 3, 2025

DEPARTMENT: Public Works

PRESENTED BY: Consent Item: Kelsey Delgado, CISEC, Project Manager

INTRODUCTION/BACKGROUND:

The City budgeted \$1,490,748 for the Rolling Acres Trail and Willow Wind/Red Bud Hill Water Line Replacement Project this fiscal year. This project will replace approximately 3,300 linear feet of existing water mains along Willow Wind Drive and along Red Bud Hill, as well as 2,300 linear feet along Rolling Acres Trail. This project will address aging water mains in the City that need replacement and have a history of breaks. Replacing these mains will reduce operation and maintenance costs to the City for repairs, avoid service disruptions to residents, and reduce total water loss.

To support this effort, a Request for Proposals was advertised. Four proposals were received on May 27. A selection was made based on the following criteria:

- Price
- Experience
- Project Approach

A summary of the pricing received is provided below:

- | | |
|-------------------------|----------------|
| • M5 Utilities, LLC | \$1,240,069.83 |
| • Jerdon Enterprise, LP | \$1,349,289.00 |
| • E-Z Bel | \$1,547,029.67 |
| • Pronto Sandblasting | \$1,596,941.00 |

An evaluation committee met to review all proposals and selected M5 Utilities, LLC as the highest ranked respondent. The project is expected to take 180 days to complete.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports 3.1 of the Strategic Action Plan to Enhance and Ensure Continuity of Reliable Water Resources
- Addresses aging infrastructure and prevents frequent breaks
- Complies with Competitive Procurement Requirements

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City budgeted \$1,490,748 in FY 2024-25 for this project. This agreement is for \$1,240,069.83 with contingency in the amount of \$62,003.49, for a total cost of \$1,302,073.32.

LEGAL ANALYSIS:

Resolution approved as to form. The City's standard Construction Agreement is being utilized for this project.

RECOMMENDATION/PROPOSED MOTION:

Consent Item: I move to approve a resolution authorizing the execution of an agreement with M5 Utilities, LLC. for a total value not to exceed \$1,302,073.32, expenditure of the required funds, and execution of all applicable documents by the City Manager.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH M5 UTILITIES, LLC. FOR THE ROLLING ACRES TRAIL AND WILLOW WIND/RED BUD HILL WATER LINE REPLACEMENT PROJECT, EXPENDITURE OF THE REQUIRED FUNDS, AND EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY MANAGER

WHEREAS, the City of Fair Oaks Ranch (the "City") included funds in FY 2024-25 for replacing approximately 3,300 linear feet of existing water mains along Willow Wind Drive and along Red Bud Hill, as well as 2,300 linear feet along Rolling Acres Trail, and

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

WHEREAS, the proposal from M5 Utilities, LLC. was selected, and

WHEREAS, the cost for this project is \$1,240,069.83 with a 5% contingency not to exceed a total cost of \$1,302,073.32, and

WHEREAS, the City Council of the City of Fair Oaks Ranch supports this purchase and authorizes the execution of an agreement with M5 Utilities, LLC **(Exhibit A)**.

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

- Section 1** The City Council hereby authorizes the City Manager to execute an agreement with M5 Utilities, LLC. for the Rolling Acres Trail and Willow Wind/Red Bud Hill Water Line Replacement Project, to expend required funds up to \$1,302,073.32, 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 3rd day of July 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

CITY OF FAIR OAKS RANCH
CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
 §
 KENDALL COUNTY §

This Construction Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and M5 Utilities, LLC. ("Contractor").

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

Section 4. Time of Completion.

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Project shall be completed for inspection and acceptance by the City on or before 180 calendar days.

Section 5. Insurance.

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

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

Section 6. Miscellaneous Provisions.

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

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

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

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

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

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

Section 7. Termination.

(A) This Agreement may be terminated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Warranty

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

31. Retainage

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

EXECUTED on _____.

CITY:

CONTRACTOR:

By:_____

By:_____

Name: Scott M. Huizenga

Name: _____

Title: City Manager

Title:_____

ADDRESS FOR NOTICE:

CITY

CONTRACTOR

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

M5 Utilities, LLC
PO Box 2415
Boerne, TX 78006

Exhibit “A”

SCOPE OF SERVICES

<div><div><div><div>CITY</div><div>OF</div><div>FARM OAKS RANCH • TEXAS</div></div><div><div></div><div></div><div></div></div></div><div>ROLLING ACRES TRAIL AND WILLOW WIND/RED BUD HILL WATER LINE REPLACEMENT</div><div>Project : CIP#28R & CIP#29R</div><div>April 2025</div></div>						
ITEM	PAY ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	SUBTOTAL
1	103.3	REMOVE CONCRETE SIDEWALKS AND DRIVEWAYS (COSA SPEC)	SF	1,333	12.44	16,582.52
2	203.1	TACK COAT (COSA SPEC)	GAL	167	8.93	1,491.31
3	205.4	HOT MIX ASPHALT PAVEMENT TYPE D (2" COMPACTED DEPTH) (COSA SPEC)	SY	1,647	40.2	66,209.40
4	206.1	ASPHALT TREATED BASE (ATB) (10" COMPACTED DEPTH) (COSA SPEC)	SY	1,540	132.1	203,434.00
5	208.1	SALVAGING HAULING & STOCKPILING RECLAIMABLE ASPHALT PAVEMENT (2" DEPT	SY	1,647	31.91	52,555.77
6	307.1	CONCRETE STRUCTURE (HEADWALLS) (COSA SPEC)	CY	6	2552.69	15,316.14
7	404.4	SPIRAL RIB CORRUGATED METAL PIPE ARCH (1.4' x 1.6' CMP)(COSA SPEC)	LF	30	44.55	1,336.50
8	503.2	PORTLAND CEMENT CONCRETE DRIVEWAY - COMMERCIAL (COSA SPEC)	SY	144	95.73	13,785.12
9	503.4	ASPHALTIC CONCRETE DRIVEWAY (COSA SPEC)	SY	8	638.17	5,105.36
10	520.1	REVEGETATION, SEEDING, SODDING, OR HYDROMULCHING (COSA SPEC)	SY	1,900	6.38	12,122.00
11	530.1	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1	4467.21	4,467.21
12	550	TRENCH EXCAVATION SAFETY PROTECTION	LF	5,064	2.55	12,913.20
13	814	3" DUCTILE IRON PIPE	LF	62	170.48	10,569.76
14	818	8" WATER PIPE INSTALLATION PVC (C-900)	LF	5,002	98.27	491,546.54
15	824	WATER SERVICE SUPPLY LINES SERVICES RECONNECT (1-1/2" SHORT)	EA	1	1459.73	1,459.73
16	824	WATER SERVICE SUPPLY LINES SERVICES RECONNECT (1-1/2" LONG)	EA	8	2225.76	17,806.08
17	824	WATER SERVICE SUPPLY LINES SERVICES RELAY (1-1/2" SHORT)	EA	12	1469.47	17,633.64
18	824	WATER SERVICE SUPPLY LINES SERVICES RELAY (1-1/2" LONG)	EA	4	2312.16	9,248.64
19	828	GATE VALVES (3")	EA	2	1436.1	2,872.20
20	828	GATE VALVES (6")	EA	2	3667.33	7,334.66
21	828	GATE VALVES (8")	EA	11	2562.31	28,185.41
22	828	GATE VALVES (12")	EA	1	5031.12	5,031.12
23	834	FIRE HYDRANT	EA	5	7013.08	35,065.40
24	836	GREY IRON AND DUCTILE IRON FITTINGS	TN	2.5	14710.11	36,775.28
25	840	12" WATER TIE-INS	EA	1	5736.53	5,736.53
26	840	8" WATER TIE-INS	EA	1	5077.25	5,077.25
27	840	6" WATER TIE-INS	EA	3	5470.04	16,410.12
28	840	3" WATER TIE-INS	EA	1	1533.76	1,533.76
29	840	2" WATER TIE-INS	EA	1	1413.15	1,413.15
30	840	HYDROSTATIC TEST	EA	3	412.65	1,237.95
31	844.4	2" BLOWOFF ASSEMBLY TEMPORARY	EA	7	2451.54	17,160.78
		SUB TOTAL (ITEMS 1-31)				1,117,416.53
32	100.1	MOBILIZATION (MAX 10% OF ITEMS 1 TO 31)	LS	1	95992.69	95,992.69
33	101.1	PREPARING RIGHT-OF-WAY (MAX 5% OF ITEMS 1 TO 31)	LS	1	26660.61	26,660.61
		TOTAL (ITEMS 1-31,32& 33)				1,240,069.83
*Sub Total of Mobilization shall be limited to a maximum of 10% of the Sub Total of Items 1 to 31						
**Sub Total of Preparing Right-Of-Way shall be limited to a maximum of 5% of the Sub Total of Items 1 to 31						
The Line Items Sub Total (1-31) is defined as all bid items EXCLUDING item 100.1 Mobilization and item 101.1 Preparing Right-of-Way. In the event of a discrepancy between the written percentages and dollar amount shown for Mobilization and Preparation of ROW bid items the written percentage will govern. If the percentage written exceeds the allowable maximum stated for mobilization and or preparation of ROW, City reserves the right to cap the amount at the percentages shown and adjust the extensions of the bid items accordingly.						
TOTAL BID PRICE AS PRESENTED IN THE BID DOCUMENTS						1,240,069.83

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

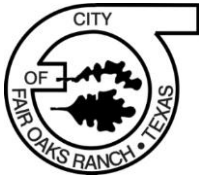
- representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
 14. A valid certificate of insurance verifying each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

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

Exhibit “C”

EVIDENCE OF INSURANCE

TO BE PROVIDED PRIOR TO CONTRACT EXECUTION



CITY COUNCIL PUBLIC HEARING CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Reconvene the Public Hearing from June 19, 2025, concerning the creation of the Post Oak Public Improvement District, pursuant to the provisions of Chapter 372 of the Texas Local Government Code

DATE: July 3, 2025

DEPARTMENT: Administration

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

INTRODUCTION/BACKGROUND:

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

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

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

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

1. The proposed Post Oak Development improvements are advisable and desirable, and it is in the best interest of the City of Fair Oaks Ranch to create the Post Oak Development District.
2. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (the "Authorized Improvements") include: (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (4) construction of improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of libraries; (7)

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

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

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

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

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

PUBLIC HEARING:

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

NEXT STEPS:

City Council will consider a resolution creating the Post Oak Development Public Improvement District at their July 3, 2025 regular meeting.



BROWN & MCDONALD
ATTORNEYS AT LAW

May 2, 2025

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

VIA HAND DELIVERY

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

VIA HAND DELIVERY

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

Dear Ms. Picioccio and Mr. Huizenga:

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

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

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

Thank you,

BROWN & MCDONALD, PLLC

BY: 
Caroline McDonald

Enclosures: As Stated

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

EXHIBIT 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signatures on following page

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

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

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


EXHIBIT A**BRMK MANAGEMENT SPE JP, LLC****INCUMBENCY CERTIFICATE**

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

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

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

WATERFALL ASSET MANAGEMENT,
LLC

By: 
 Name: Kenneth Nick
 Title: Authorized Person

April 23, 2025

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

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

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

BRMK BOERNE RANCH, LLC,
A Washington limited liability company

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

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

State of New York §
County of Bronx §

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

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

(SEAL)

[Signature]
Notary Public-State of New York

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

**FIELD NOTES
FOR 344.65 ACRES**

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

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

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

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

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

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

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

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

Plat of survey provided.

ALAMO CONSULTING ENGINEERING
& SURVEYING, INC.

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

August 28, 2013

Job # 115800

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



NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS 50TH CENTRAL ZONE, 10N 102° 00' 00" W, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

2. TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, OF MO. 1258880-01, EFFECTIVE DATE: JANUARY 1, 2004, ISSUED DATE: JANUARY 8, 2004.

3. THIS SURVEY IS A RE-SURVEY OF LAND MORE OR LESS IN THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, IN KENDALL COUNTY, TEXAS, AND DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, IN KENDALL COUNTY, TEXAS, AND DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, IN KENDALL COUNTY, TEXAS, BEING THAT SAME TRACT CONVEYED IN DOCUMENT NO. 20230600264, CORRECTED IN 20230600477, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS, AND IN DOCUMENT NO. 20230708671, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS.

SCHEDULE B

1. RESTRICTIVE COVENANTS OF RECORD:

- NONE LISTED

2. TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, OF MO. 1258880-01, EFFECTIVE DATE: JANUARY 1, 2004, ISSUED DATE: JANUARY 8, 2004.

3. THIS SURVEY IS A RE-SURVEY OF LAND MORE OR LESS IN THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, IN KENDALL COUNTY, TEXAS, AND DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, IN KENDALL COUNTY, TEXAS, BEING THAT SAME TRACT CONVEYED IN DOCUMENT NO. 20230600264, CORRECTED IN 20230600477, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS, AND IN DOCUMENT NO. 20230708671, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS.

4. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF THE COW CREEK GROUNDWATER DISTRICT.

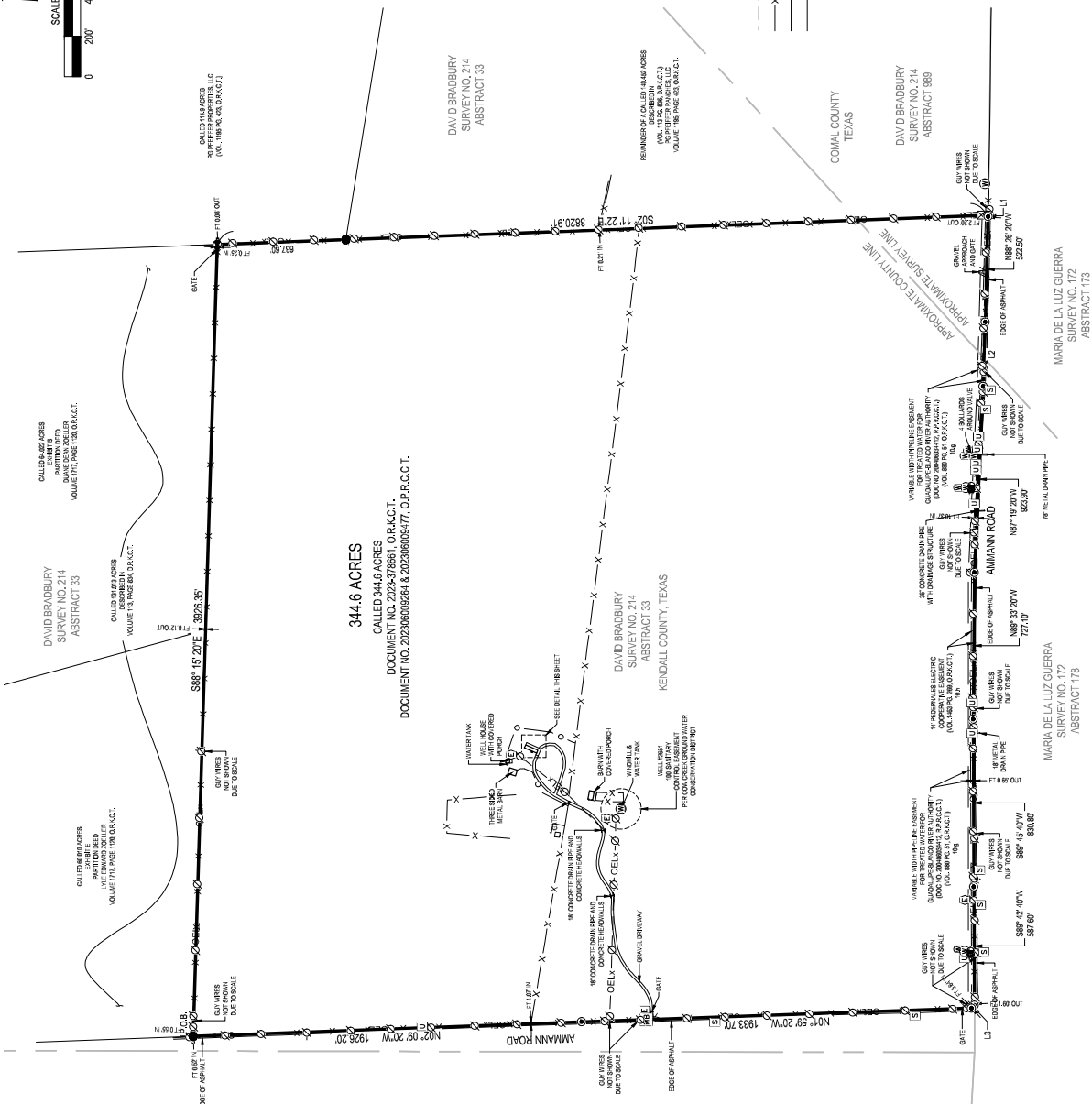
5. REFERENCED PROPERTY (S) IN ZONE X, AREAS ARE DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD ZONE AS SHOWN ON THE FLOOD MAP OF 504, COMMUNITY PANEL NO. 100, DATED DECEMBER 17, 2004.

6. THE TRACT SHOWN HEREON IS LOCATED WITHIN 307TH KENDALL COUNTY AND COMAL COUNTY.

7. METES AND BOUNDS HEREON WERE PREPARED FOR THIS SURVEY BY SEPARATE INSTRUMENT.

8. FENCES ALONG BOUNDARY LINE REMAINDER.

WILLIAM LUSK
SURVEY NO. 211
ABSTRACT 308



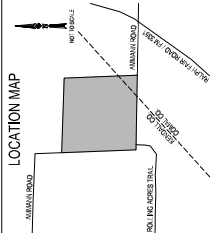
344.6 ACRES
CALLED 344.6 ACRES
DOCUMENT NO. 20230708671, O.R.A.C.T.
DOCUMENT NO. 20230600264 & 20230600477, O.P.R.C.T.

DAVID BRADBURY
SURVEY NO. 214
ABSTRACT 33

DAVID BRADBURY
SURVEY NO. 214
ABSTRACT 33

MARIA DE LA LUZ GUERRA
SURVEY NO. 172
ABSTRACT 173

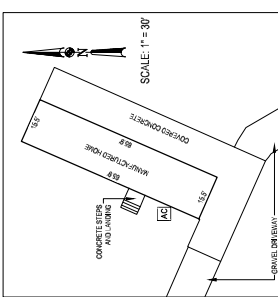
MARIA DE LA LUZ GUERRA
SURVEY NO. 172
ABSTRACT 178



ADDRESS: 418 AMMANN ROAD
BOERNE, TX 78015

LINE	BEARING	DISTANCE
1	S 88° 15' 20" W	51.42
2	N 88° 15' 20" E	51.42
3	N 88° 15' 20" E	51.42
4	N 88° 15' 20" E	51.42

- LEGEND
- POINT OF BEGINNING
- OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS, KENDALL COUNTY, TEXAS
- DEED RECORDS, KENDALL COUNTY, TEXAS
- DIMENSIONAL FENCE LINE
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE SPECIFIED)
- FOUND 1/2" IRON ROD WITH A
- YELLOW PLASTIC CAP STAMPED "ACE"
- AC PAD
- ELECTRIC BOX & KEYPAD
- ELECTRIC METER ON POLE
- UTILITY POLE
- UTILITY POLE WITH GUY WIRE
- TRANSMISSION TOWER
- WELL
- WATER VALVE
- WATER MANHOLE
- BOLLARD POST
- TRAFFIC SIGN
- UTILITY MARKER POST
- MAIL BOX
- DELTA
- ELECTRIC (OVERHEAD)
- WIRE FENCE
- CHAIN-LINK FENCE
- PIPE FENCE



1. BEARING OF PROPERTY TO OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, OF MO. 1258880-01, EFFECTIVE DATE: JANUARY 1, 2004, ISSUED DATE: JANUARY 8, 2004.

2. TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, OF MO. 1258880-01, EFFECTIVE DATE: JANUARY 1, 2004, ISSUED DATE: JANUARY 8, 2004.

3. THIS SURVEY IS A RE-SURVEY OF LAND MORE OR LESS IN THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, IN KENDALL COUNTY, TEXAS, AND DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, IN KENDALL COUNTY, TEXAS, BEING THAT SAME TRACT CONVEYED IN DOCUMENT NO. 20230600264, CORRECTED IN 20230600477, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS, AND IN DOCUMENT NO. 20230708671, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS.

4. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF THE COW CREEK GROUNDWATER DISTRICT.

5. REFERENCED PROPERTY (S) IN ZONE X, AREAS ARE DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD ZONE AS SHOWN ON THE FLOOD MAP OF 504, COMMUNITY PANEL NO. 100, DATED DECEMBER 17, 2004.

6. THE TRACT SHOWN HEREON IS LOCATED WITHIN 307TH KENDALL COUNTY AND COMAL COUNTY.

7. METES AND BOUNDS HEREON WERE PREPARED FOR THIS SURVEY BY SEPARATE INSTRUMENT.

8. FENCES ALONG BOUNDARY LINE REMAINDER.



Item #8.

WILLIAM LUSK
SURVEY NO. 211
ABSTRACT 308

POST OAK SUBDIVISION

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

EXHIBIT C



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

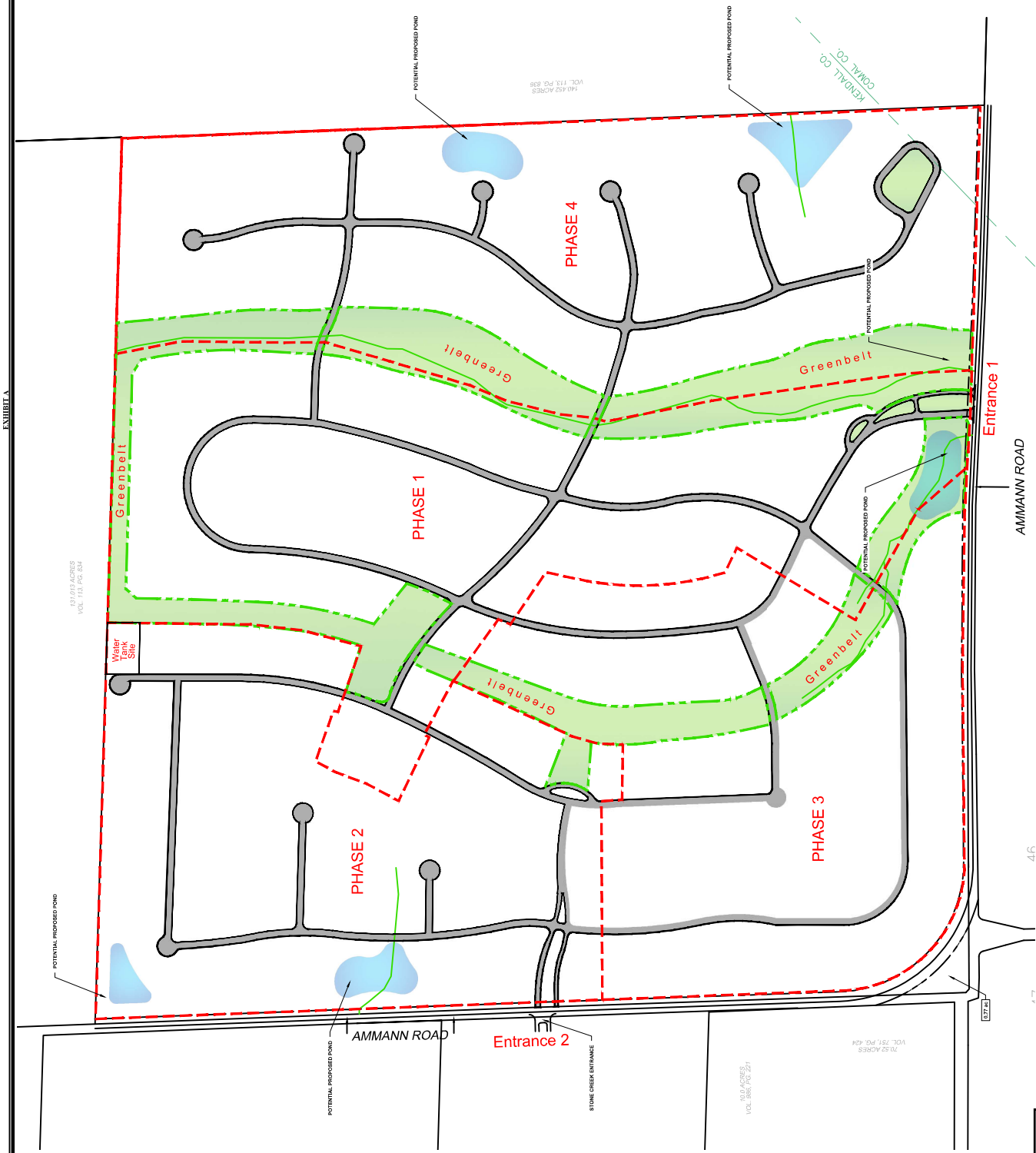


EXHIBIT 2
LAYOUT OF THE SUBJECT PROPERTY

POST OAK SUBDIVISION

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





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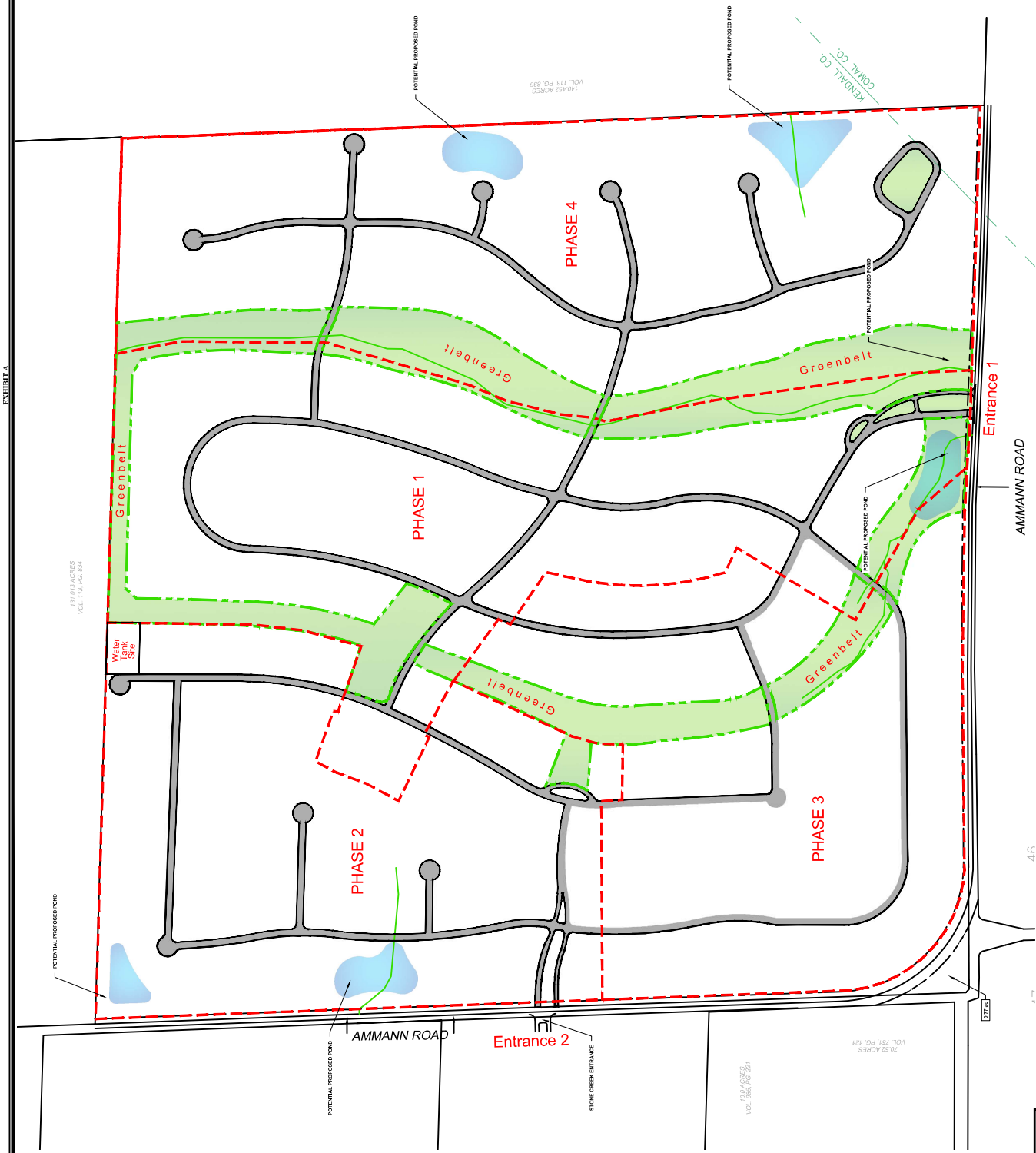


EXHIBIT 3
DEED FOR SUBJECT PROPERTY

EXHIBIT A

Item #8.

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

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

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

Foreclosure Sale: (the "Foreclosure Sale")

Date: Tuesday, March 7, 2023

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

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

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

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

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

RECITALS:

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

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

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

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

CONVEYANCE:

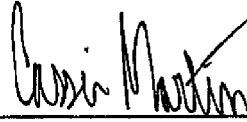
Substitute Trustee, subject to any prior liens and other exceptions to conveyance and warranty contained in the Deed of Trust, and for the Purchase Price as consideration, grants, sells, and conveys the Property to Grantee, "AS IS," together with all and singular the rights and appurtenances thereto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

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

Item #8.

WITNESS MY HAND this 13th day of March, 2023.



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

STATE OF TEXAS

§

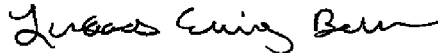
COUNTY OF Comal

§

§

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

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



Notary Public, State of Texas

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

Exhibit A: Real Property Description

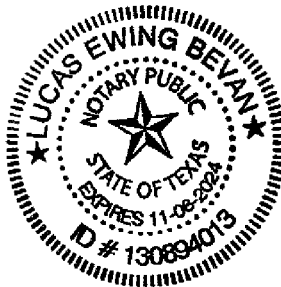


EXHIBIT A

Item #8.

EXHIBIT A**REAL PROPERTY DESCRIPTION**

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

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

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

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

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

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

**Kendall County
Denise Maxwell
Kendall County
Clerk**

Instrument Number: 378661

eRecording - Real Property

DEED

Recorded On: March 27, 2023 03:37 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$42.00

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

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

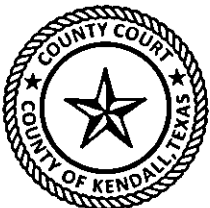
File Information:

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

Record and Return To:

Simplifile
5072 North 300 West

PROVO UT



**STATE OF TEXAS
COUNTY OF**

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

Denise Maxwell
Kendall County Clerk
Kendall County, TX

Denise Maxwell

EXHIBIT 4

POST OAK PUBLIC IMPROVEMENT DISTRICT TIMELINE

EXHIBITA

DRAFT POST OAK PUBLIC IMPROVEMENT DISTRICT TIMELINE

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

THIS TIMELINE IS SUBJECT TO CHANGE

EXHIBIT 5

POST OAK PUBLIC IMPROVEMENT DISTRICT FINANCIAL PROJECTIONS

Post Oak Ranch Table of Contents 4/25/2025

Exhibit	Description	Page
A	PID Financing Summary	2
B	Land Use and PID Assessment Summary	3
C	Cost Allocation	4
D	Sources and Uses of Funds	5
E	Taxing Jurisdictions and Ad Valorem Rates	6
F	Detailed Bond Sizing Analysis: Improvement Area #1	7
G	Detailed Bond Sizing Analysis: Improvement Area #1 - Reimb. Obl. / Series B	8
H	Detailed Bond Sizing Analysis: Future Improvement Area #2	9
I	Detailed Bond Sizing Analysis: Future Improvement Area #2 - Reimb. Obl. / Series B	10
J	Detailed Bond Sizing Analysis: Future Improvement Area #3	11
K	Detailed Bond Sizing Analysis: Future Improvement Area #3 - Reimb. Obl. / Series B	12
L	Detailed Bond Sizing Analysis: Future Improvement Area #4	13
M	Detailed Bond Sizing Analysis: Future Improvement Area #4 - Reimb. Obl. / Series B	14

EXHIBIT A

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

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

Footnotes:

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

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

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

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

[e] Assumes property is annexed into the City.

Fair Oaks Ranch_PID Analysis_2025-04-25.xlsx

EXHIBIT A

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

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

Footnotes:

[a] Information provided by developer.

[b] Represent estimated improved values. Assumes 10.0% appraisal discount. Actual amount to be determined by the appraisal.

[c] For illustration purposes, assumes 0% inflation for 2 years for IA #2, 4 years for IA #3 and 6 years for IA #4.

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

EXHIBIT A

PRELIMINARY DISCUSSION DRAFT

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

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

Footnotes

- [a] Per the preliminary budget dated 04/24/25 for Major Improvements and Phase 1 Direct Collector Improvements. Per the preliminary budget dated 04/23/25 for Phases 2-4 Direct Collector Improvements.
- [b] Contingency per the preliminary draft budget. Assumes 10% contingency for Ammann Road improvements, 20% for all other improvements.
- [c] Construction management assumption of 4.0% of hard costs and contingency.
- [d] Includes District Formation costs.
- [e] Total Detention Pond costs are \$357,500. Benefit is allocated to Phase 1 (28.98%), Phase 2 (8.69%), Phase 3 (39.80%), and Phase 4 (22.54%).

EXHIBIT A

PRELIMINARY DISCUSSION DRAFT

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

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

Footnotes:

[a] Preliminary cost information provided by developer.

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

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

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

EXHIBIT A

PRELIMINARY DISCUSSION DRAFT

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

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

Footnotes:

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

EXHIBIT A
Post Oak Ranch
Exhibit F

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

Bond Issue Date [a] 9/1/2025

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

Footnotes:

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

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

EXHIBIT A
Post Oak Ranch
Exhibit G

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

Bond Issue Date ^(a) 9/1/2027

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

Footnotes:

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

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

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

EXHIBIT A
Post Oak Ranch
Exhibit H

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

Bond Issue Date [a] 9/1/2027

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

Footnotes:

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

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

Fair Oaks Ranch_PID Analysis_2025-04-25.xlsx

EXHIBIT A
Post Oak Ranch
Exhibit I

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

Bond Issue Date ^(a) 9/1/2029

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

Footnotes:

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

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

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

EXHIBIT A
Post Oak Ranch
Exhibit J

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

Bond Issue Date [a] 9/1/2029

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

Footnotes:

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

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

EXHIBIT A
Post Oak Ranch
Exhibit K

PRELIMINARY DISCUSSION DRAFT

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

Bond Issue Date ^(a) 9/1/2031

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

Footnotes:

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

EXHIBIT A
Post Oak Ranch
Exhibit L

PRELIMINARY DISCUSSION DRAFT

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

Bond Issue Date [a] 9/1/2031

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

Footnotes:

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

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

EXHIBIT A
Post Oak Ranch
Exhibit M

PRELIMINARY DISCUSSION DRAFT

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

Bond Issue Date ^(a) 9/1/2033

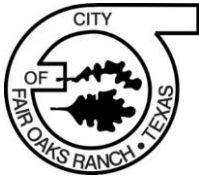
Year Ending	Principal	Interest Rate (a)	Annual Interest	Principal & Interest	Admin Expense ^(b)	0.50% Additional Interest	Subtotal	Capitalized Interest	Annual PID Installment ^(c)
1 2032	\$ -	6.00%	\$ -	-	\$ -	-	\$ -	-	\$ -
2 2033	\$ -	6.00%	\$ -	-	\$ -	-	\$ -	-	\$ -
3 2034	\$ 60,000	6.00%	\$ 245,160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

Footnotes:

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

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

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



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution authorizing and creating the Post Oak Development Public Improvement District

DATE: July 3, 2025

DEPARTMENT: Administration

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

INTRODUCTION/BACKGROUND:

On May 2, 2025, the City of Fair Oaks Ranch received a Public Improvement District (PID) petition from BRMK Boerne Ranch, LLC. The petition is included as **Exhibit D** for reference. The petition requested the creation of the Post Oak PID within the City of Fair Oaks Ranch's extraterritorial jurisdiction. On May 20, 2025, and pursuant to Texas Local Government Code Section 372.005, the City Council accepted the PID petition and ordered a public hearing on the petition. The public hearing notice was published in accordance with Section 372.009, held on June 19, 2025, and closed on July 3, 2025. Section 372.009 specifies that Council must determine the advisability of the improvement before authorizing the creation of the District and must make findings that detail the:

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

After considering the Petition, evidence and testimony presented at the public hearing, and the requirements of Section 372.009, the preliminary findings to be incorporated into the resolution creating the District are:

1. Advisability of the improvement. The proposed improvements are advisable and desirable, and it is in the best interest of the City of Fair Oaks Ranch to create the Post Oak Development District.
2. General Nature of the Authorized Improvements. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District, may include, without limitation (the "Authorized Improvements"): (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-

way; (4) construction of improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of libraries; (7) acquisition, construction, or improvement of off-street parking facilities; (8) acquisition, construction, improvement, or rerouting of mass transportation facilities; (9) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (10) the establishment or improvement of parks; (11) projects similar to those listed in (1)-(10); (12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (13) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (14) payment of expenses incurred in establishment, administration, and operation of the District, including the costs of financing the public improvements listed above; (15) the development, rehabilitation, or expansion of affordable housing; and (16) payment of expenses associated with operating and maintaining the improvements listed above and any other hard or soft costs associated with the development of the Property as allowed under the Act. These Authorized Improvements shall promote the interest of the City, are consistent with the City's Comprehensive Plan, and confer a special benefit upon the Property.

3. Estimated Cost of the Authorized Improvements. The estimated Authorized Improvement costs, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District are currently estimated to be \$60,000,000. The City will pay none of the costs of the proposed improvements from funds other than the District assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.
4. Boundaries of the Proposed District. The District includes the Property as shown in **Exhibits A and B.**
5. Method of Assessment. An assessment methodology will be prepared that will address: (1) how costs of the Authorized Improvements financed with the assessments are assessed against the property in the District; (2) the assessments to be collected each year; and (3) reduction of assessments for costs savings (pursuant to an annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the Authorized Improvements are assessed to property on the basis of the special benefits. Pursuant to the methodology, the City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited, in compliance with the Act. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

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

Pursuant to Section 372.008, it is proposed to establish the District and manage it without the creation of an advisory board.

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

Lastly, Section 3 of the resolution creating the District authorizes the approval of a PID Dissolution Agreement. Attached as **Exhibit C** for reference, the Post Oak Public Improvement District Dissolution Agreement would formally end the District when or if the purposes of the District no longer become necessary. The dissolution agreement outlines processes and responsibilities for winding down the District, including disposition of assessments on property owners.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Strategic Action Plan Priority 1.5 Develop Sustainable Financing Strategies Aligned with Service Delivery Expectations
- Supports Strategic Action Plan Pillar 2 Responsible Growth Management
- Complies with City of Fair Oaks Ranch PID Policy

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Costs related to the establishment of the District will be paid by assessments on the property owners in the District

LEGAL ANALYSIS:

The City Attorney and Bond Council have reviewed and approved the resolution as to form.

Bond Council has reviewed and approved the Post Oak Development District Dissolution Agreement.

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution authorizing and creating the Post Oak Development Public Improvement District.

A RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS
AUTHORIZING AND CREATING THE POST OAK DEVELOPMENT PUBLIC
IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS
LOCAL GOVERNMENT CODE; AUTHORIZING A DISSOLUTION AGREEMENT;
PROVIDING FOR MATTERS RELATED TO THE ADMINISTRATION OF THE DISTRICT;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Council adopted Resolution 2025-28 on May 20, 2025, accepting a petition (the "Petition") from BRMK Boerne Ranch, LLC to form the Post Oak Development Public Improvement District (the "District"), and

WHEREAS, pursuant to Chapter 372, Texas Local Government Code, (the "Act"), BRMK Boerne Ranch, LLC represents more than fifty percent (50%) of the appraised value of the real property liable for assessment in the proposed District and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment per the Petition, and

WHEREAS, the boundaries of the proposed District are described in **Exhibit A** attached hereto, and the area for the District is within the boundaries and/or extraterritorial jurisdiction of the City, and

WHEREAS, the Petition was submitted to and filed with the City Secretary, and

WHEREAS, pursuant to the Act, City staff determined the Petition was sufficient, and

WHEREAS, after providing all notices required by the Act, the City conducted a public hearing on the advisability of the improvements described in the Petition on June 19, 2025. The public hearing was reconvened and closed on July 3, 2025.

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

Section 1. After considering the Petition, evidence and testimony presented at the public hearing, and the requirements of the Act, the City Council hereby finds and declares:

- a. Advisability of the improvement. The proposed improvements are advisable and desirable, and it is in the best interest of the City of Fair Oaks Ranch to create the Post Oak Development District.
- b. General Nature of the Authorized Improvements. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District, may include, without limitation (the "Authorized Improvements"): (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (4) construction of improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of libraries; (7) acquisition, construction, or improvement of off-

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

- c. Estimated Cost of the Authorized Improvements. The estimated Authorized Improvement costs, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District are currently estimated to be \$60,000,000. The City will pay none of the costs of the proposed improvements from funds other than the District assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.
- d. Boundaries of the Proposed District. The District includes the Property as shown in **Exhibit B** hereto.
- e. Method of Assessment. An assessment methodology will be prepared that will address: (1) how costs of the Authorized Improvements financed with the assessments are assessed against the property in the District; (2) the assessments to be collected each year; and (3) reduction of assessments for costs savings (pursuant to an annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the Authorized Improvements are assessed to property on the basis of the special benefits. Pursuant to the methodology, the City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited, in compliance with the Act. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).
- f. Proposed Apportionment of Costs between the District and the City. The City will

not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the Authorized Improvements from other funds available to the Petitioner.

- g. Management of the District. The District will be managed by the City, with the assistance of a third-party administrator, who shall from time to time advise the City regarding certain operations of the District. The Administrator shall be paid as part of the annual administrative cost of the District.
- h. Advisory Body. Pursuant to the Act, the District is established and managed without the creation of an advisory board.

Section 2. The Post Oak Development Public Improvement District is hereby authorized and created as a Public Improvement District pursuant to the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements and services identified in this resolution. This resolution shall take effect and the District shall be deemed to be established effective upon adoption of this resolution. The Authorized Improvements shall be made in accordance with the service and assessment plan for the District and other agreements as authorized by the City Council.

Section 3. The District can be terminated as provided by law or as provided in that certain "Agreement Regarding the Dissolution of the Post Oak Development Public Improvement District" dated July 3, 2025 (the "Dissolution Agreement") attached as **Exhibit C** hereto. The Dissolution Agreement is hereby authorized and approved in substantially the form attached hereto, which is incorporated herein as part hereof for all purposes and the City Manager is authorized and directed to execute and deliver the Dissolution Agreement with such changes as may be required to carry out the purpose of this Resolution and as approved by the City Manager, such approval to be evidenced by the execution thereof. Subject to the last sentence of this Section 3, the power of the City to continue to levy and collect assessments within the District pursuant to the Act will cease and the District will be dissolved following the date that a petition requesting dissolution is filed with the City Secretary of the City of Fair Oaks Ranch and the petition contains signatures of at least the number of property owners in the District to make the petition sufficient for creation of a public improvement district as provided in Section 372.005(b) of the Act, and a public hearing has been held by the City Council as described in Section 372.011 of the Act, and as provided in the Dissolution Agreement. If the District is dissolved, the District shall remain in effect for the purpose of meeting obligations of indebtedness for the Authorized Improvements.

Section 4. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 5. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless

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

- Section 6.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Section 7.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.
- Section 8.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, and ADOPTED on this 3rd day of July 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

EXHIBIT A
MEETS AND BOUNDS DESCRIPTION OF THE PROPERTY

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

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

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

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

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

1. **S 78° 03' 34" W**, a distance of **7.45 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
2. **N 88° 26' 20" W**, a distance of **522.50 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
3. **N 88° 06' 20" W**, a distance of **318.70 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
4. **N 87° 19' 20" W**, a distance of **923.90 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
5. **N 89° 33' 20" W**, a distance of **727.10 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
6. **S 89° 45' 40" W**, a distance of **830.80 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
7. **S 89° 42' 40" W**, a distance of **587.60 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,

8. **N 44° 35' 20" W**, a distance of **20.60 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
9. **N 01° 59' 20" W**, a distance of **1933.70 feet** to a found ½" iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein, and
10. **N 02° 09' 20" W**, a distance of **1926.20 feet** to the **POINT OF BEGINNING** and containing **344.6 acres** of land situated in both Kendall & Comal County, Texas.

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

EXHIBIT B

Item #9.

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GRID UNITS.

2. TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, GF NO. 23-3853-CH, EFFECTIVE DATE: JANUARY 1, 2024, ISSUED DATE: JANUARY 9, 2024.

LEGAL DESCRIPTION OF LAND

BEING 344.6 ACRES OF LAND, MORE OR LESS, IN THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, IN KENDALL COUNTY, TEXAS, AND DAVID BRADBURY SURVEY NO. 214, ABSTRACT 989, IN COMAL COUNTY, TEXAS BEING THAT SAME TRACT CONVEYED IN DOCUMENT NO. 202306009264, CORRECTED IN 202306009477, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND IN DOCUMENT NO. 2023-378661, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS.

SCHEDULE B:

1. RESTRICTIVE COVENANTS OF RECORD:

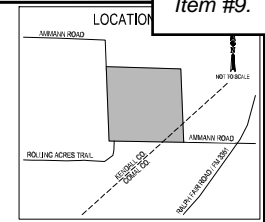
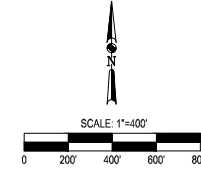
-NONE LISTED

10.

- i. VOLUME 599, PAGE 69, O.R.K.C.T. - DOES NOT INCLUDE SUBJECT TRACT
 - EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE
- g. DOCUMENT NO. 200406034412, O.P.R.C.C.T., AND IN VOLUME 880, PAGE 51, O.R.K.C.T. - INCLUDES SUBJECT TRACT AS SHOWN
 - GUADALUPE-BLANCO RIVER AUTHORITY EASEMENT
- h. VOLUME 1463 PAGE 289, O.R.K.C.T. - INCLUDES SUBJECT TRACT AS SHOWN
 - PEDERNALES ELECTRIC COOPERATIVE INC., EASEMENT
- i. DOCUMENT NO. 201406011786, O.P.R.C.C.T., AND IN VOLUME 1411, PAGE 587, O.R.K.C.T. - INCLUDES SUBJECT TRACT
 - DEVELOPMENT AGREEMENT
- j. DOCUMENT NO. 2021-360011, O.R.K.C.T. - INCLUDES SUBJECT TRACT
 - COMPREHENSIVE SETTLEMENT AND RELEASE AGREEMENT
- k. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF THE COW CREEK GROUNDWATER DISTRICT.

- 3. REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 480 OF 325, COMMUNITY PANEL NO. 4829600450F, DATED DECEMBER 17, 2010.
- 4. THE TRACT SHOWN HEREON IS LOCATED WITHIN 90TH KENDALL COUNTY AND COMAL COUNTY.
- 5. METES AND BOUNDS WERE PREPARED FOR THIS SURVEY BY SEPARATE INSTRUMENT.
- 6. FENCES ALONG BOUNDARY LINE MEANDER.

CATEGORY 1A, CONDITION IV LAND TITLE SURVEY OF
A 344.6 ACRE TRACT OF LAND, OUT OF THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, KENDALL COUNTY, TEXAS AND THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT 989, COMAL COUNTY, TEXAS AND BEING ALL OF A CALLED 344.6 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2023-378661 OF THE OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

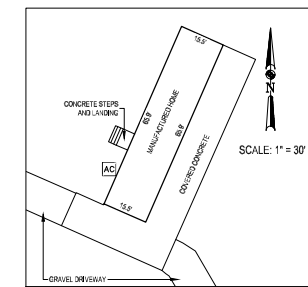


ADDRESS: 418 AMMANN ROAD
BOERNE, TX 78015

UNIT TABLE		
LINE	BEARING	DISTANCE
L1	S89° 42' 40" W	7.49
L2	N88° 26' 20" W	316.19
L3	N44° 32' 20" W	20.80

LEGEND

- P.O.B. OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL RECORDS, KENDALL COUNTY, TEXAS
- D.R.K.C.T. DEED RECORDS, KENDALL COUNTY, TEXAS
- FT DIMENSIONAL FENCE TIE
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE SPECIFIED)
- FOUND 1" PIPE POST
- FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "ACES"
- A/C PAD
- ELECTRIC BOX & KEYPAD
- ELECTRIC METER ON POLE
- UTILITY POLE
- UTILITY POLE WITH GUY WIRE
- TRANSMISSION TOWER
- WELL
- WATER VALVE
- WATER MANHOLE
- BOLLARD POST
- TRAFFIC SIGN
- UTILITY MARKER POST
- MAILBOX
- OELx ELECTRIC (OVERHEAD)
- WIRE FENCE
- CHAINLINK FENCE
- PIPE FENCE



I HEREBY CERTIFY TO OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WEXLEY HOMES, LLC, DELAWARE LIMITED LIABILITY COMPANY, AND BNAK BOERNE, TEXAS, L.L.C. A SUBSIDIARY OF WEXLEY HOMES, LLC, THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND BY ME THAT OF THIS SURVEY, AND CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND PRACTICES FOR THIS CATEGORY 1A, CONDITION IV LAND TITLE SURVEY. FIELD WORK ORIGINALLY PERFORMED IN 2024 AND COMPLETED ON JANUARY 30, 2024.

KYLE L. PRESSLER
DATE: FEBRUARY 1, 2024
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6008
KYLE.PRESSLER@MATKINHOOVER.COM
JOSN NO. 19-486334-8 ACRES

High School



EXHIBIT C

AGREEMENT REGARDING THE DISSOLUTION OF THE POST OAK DEVELOPMENT PUBLIC IMPROVEMENT DISTRICT

This Agreement Regarding the Dissolution of the Post Oak Development Public Improvement District (the “Agreement”) is by and between BMRK Boerne Ranch, LLC, a Washington limited liability company (the “Petitioners”), and the City of Fair Oaks Ranch, a Texas home rule municipality (the “City”), and acknowledged by Bitterblue, Inc., a Texas corporation (the “Developer”), hereinafter sometimes referred to collectively as the “Parties.” Capitalized terms herein not otherwise defined shall have the meanings set forth in the Petition (as defined below).

RECITALS

Whereas, the Petitioners requested the City establish the Post Oak Development Public Improvement District (the “District”) in that certain “Petition for the Creation of the Post Oak Public Improvement District” located within the corporate limits of the City of Fair Oaks Ranch, Texas, submitted by the Petitioners to the City on May 2, 2025, including any subsequent amendments thereto (the “Petition”); and

Whereas, on July 3, 2025, the City approved the formation of the District encompassing the property described in **Exhibit A** (the “Property”), attached hereto and incorporated herein for all purposes, by Resolution No. _____, as it may be amended from time to time (the “Resolution”); and

Whereas, the Developer and the City are expected to enter into that certain “Amended Development Agreement,” providing for the development of the Property in the District; and

Whereas, the effective date of this Agreement is the same as the date the City approved the formation of the District.

Whereas, the Parties desire to provide for the dissolution of the District if the first levy of assessments does not occur within four (4) years of the effective date of the creation of the District; and

Whereas, this Agreement shall terminate upon the first levy of assessments; and

Whereas, as determined by the current tax rolls of the Comal County Appraisal District and the Kendall County Appraisal District, the Petitioners constitute (i) the owners of taxable real property representing more than 50% of the appraised value of taxable real property liable for assessment under the proposal and (ii) the record owners of real property liable for assessment under the proposal who (a) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal, or (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal, as evidenced by the current tax roll with the signatures of the Petitioners registering support of the Petition next to the account for the respective Petitioner’s property on the tax rolls is attached hereto as **Exhibit B** and incorporated herein for all purposes.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.

EXHIBIT C

2. The Petitioners agree that this Agreement constitutes the Petitioner's petition to dissolve the District under Section 372.011, Texas Local Government Code, as amended.
3. The City agrees that it shall call a public hearing and take any action required by law to dissolve the District, if the first levy of assessments does not occur within four (4) years of the effective date of the creation of the District. The Petitioners and the Developer will not oppose the City's dissolution of the District undertaken in accordance with this Agreement and will cooperate with the City to cause the District to be dissolved.
4. This Agreement shall terminate upon the first levy of assessments.
5. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the Parties, and their successors and assigns. Petitioners shall cause any person or entity to whom Petitioners transfer the Property or any portion thereof (the "Subsequent Owner") to execute a document containing language substantially similar to that set forth in paragraphs 2 and 3 granting the City the authorization to dissolve the District as provided in paragraph 3. Petitioners shall provide the City with a copy of said document within three (3) business days of signing.
6. This Agreement may be amended only by a written instrument executed by all the parties. Upon satisfaction of the conditions set forth in paragraph 4, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Comal County, Texas and Kendall County, Texas.
7. If the first levy of assessments has not occurred within four (4) years of the effective date of the creation of the District, but substantial progress has been made towards the first levy of assessments, then the City, in its sole and absolute discretion, may choose to set the authorization aside and permit the District to remain in existence for a period of up to six (6) months (an "Extension Period") to allow the first levy of assessments to occur. If, after the expiration of an Extension Period, additional progress has been made towards the levy of assessments, then the City may choose to permit one or more additional Extension Periods. If substantial progress has not been made at the expiration of an Extension Period, then the City may choose to take up the authorization and dissolve the District, in its sole and absolute discretion.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in either of Comal County, Texas or Kendall County, Texas.
9. No public official, employee or City Consultant shall be personally responsible for any liability arising under or growing out of this Agreement. Any obligation or liability of the Petitioners whatsoever that may arise at any time under this Agreement or obligation or liability which may be incurred by the Petitioners pursuant to this Agreement shall be satisfied out of the assets of the Petitioners only, and the City shall have no liability.
10. It is acknowledged and agreed by the parties that time is of the essence in the performance of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT C

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

CITY:

City of Fair Oaks Ranch, Texas

a Texas home rule municipal corporation

Attest:

By: _____

Name: Christina Picioccio

Title: City Secretary

By: _____

Name: Scott M. Huizenga

Title: City Manager

THE STATE OF TEXAS §

COUNTIES OF COMAL

AND KENDALL §

This instrument was acknowledged before me on this ____ day of _____, 2025, by Christina Picioccio and Scott M. Huizenga, City Secretary and City Manager, respectively, of the City of Fair Oaks Ranch, Texas, a Texas home rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

EXHIBIT C**PETITIONER:**

BMRK Boerne Ranch, LLC,
a Washington limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, _____ of BMRK Boerne Ranch, LLC, a Washington limited liability company, on behalf of said entities.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

EXHIBIT C

Acknowledged by:

DEVELOPER:**Bitterblue, Inc.,**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, _____ of Bitterblue, Inc., a Texas corporation, on behalf of said entities.

Notary Public, State of Texas**AFTER RECORDING RETURN TO:**

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

EXHIBIT C

Exhibit A (Creation Resolution)

EXHIBIT C

Exhibit B (Evidence of Standing)



BROWN & MCDONALD
ATTORNEYS AT LAW

May 2, 2025

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

VIA HAND DELIVERY

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

VIA HAND DELIVERY

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

Dear Ms. Picioccio and Mr. Huizenga:

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

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

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

Thank you,

BROWN & MCDONALD, PLLC

BY: 
Caroline McDonald

Enclosures: As Stated

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

EXHIBIT 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signatures on following page

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

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

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

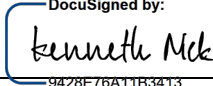
EXHIBIT D**BRMK MANAGEMENT SPE JP, LLC****INCUMBENCY CERTIFICATE**

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

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

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

WATERFALL ASSET MANAGEMENT,
LLC

By: 
 Name: Kenneth Nick
 Title: Authorized Person

April 23, 2025

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

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

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

BRMK BOERNE RANCH, LLC,
A Washington limited liability company

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

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

State of New York §
County of Bronx §

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

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

(SEAL)

[Signature]
Notary Public-State of New York

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

**FIELD NOTES
FOR 344.65 ACRES**

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

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

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

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

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

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

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

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

Plat of survey provided.

ALAMO CONSULTING ENGINEERING
& SURVEYING, INC.

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

August 28, 2013

Job # 115800

DC:\PROJECT\1100\115800\FIELD NOTES FOR 344.65 AC.

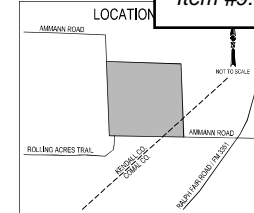
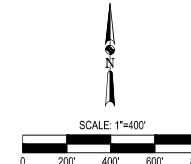


EXHIBIT D

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983, DISTANCES SHOWN HEREON ARE GRID UNITS.
2. TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, OF NO. 23-2853-CH, EFFECTIVE DATE: JANUARY 1, 2024, ISSUED DATE: JANUARY 5, 2024.
LEGAL DESCRIPTION OF LAND:
BEING 344.6 ACRES OF LAND, MORE OR LESS, IN THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, IN KENDALL COUNTY, TEXAS, AND DAVID BRADBURY SURVEY NO. 214, ABSTRACT 989, IN COMAL COUNTY, TEXAS BEING THAT SAME TRACT CONVEYED IN DOCUMENT NO. 202306009264, CORRECTED IN 202306009477, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND IN DOCUMENT NO. 2023-378661, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS.
3. SCHEDULE B:
1. RESTRICTIVE COVENANTS OF RECORD:
- NONE LISTED
4. 10.
f. VOLUME 599, PAGE 89, O.R.K.C.T. - DOES NOT INCLUDE SUBJECT TRACT
- EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE
g. DOCUMENT NO. 200406034412, O.P.R.C.C.T., AND IN VOLUME 880, PAGE 51, O.R.K.C.T. - INCLUDES SUBJECT TRACT AS SHOWN
- GUADALUPE-BLANCO RIVER AUTHORITY EASEMENT
h. VOLUME 1463 PAGE 289, O.R.K.C.T. - INCLUDES SUBJECT TRACT AS SHOWN
- PEDERNALES ELECTRIC COOPERATIVE INC. EASEMENT
i. DOCUMENT NO. 201406011786, O.P.R.C.C.T., AND IN VOLUME 1411, PAGE 587, O.R.K.C.T. - INCLUDES SUBJECT TRACT
- DEVELOPMENT AGREEMENT
j. DOCUMENT NO. 2021-360111, O.R.K.C.T. - INCLUDES SUBJECT TRACT
- COMPREHENSIVE SETTLEMENT AND RELEASE AGREEMENT
k. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF THE COW CREEK GROUNDWATER DISTRICT.
5. REFERENCED PROPERTY IS IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SCALED FROM FEMA FLOOD MAP 450 OF 525, COMMUNITY PANEL NO. 482960-50F, DATED DECEMBER 17, 2010.
6. THE TRACT SHOWN HEREON IS LOCATED WITHIN BOTH KENDALL COUNTY AND COMAL COUNTY.
7. METES AND BOUNDS WERE PREPARED FOR THIS SURVEY BY SEPARATE INSTRUMENT.
8. FENCES ALONG BOUNDARY LINE MEANDER.

CATEGORY 1A, CONDITION IV LAND TITLE SURVEY OF
A 344.6 ACRE TRACT OF LAND, OUT OF THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, KENDALL COUNTY, TEXAS AND THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT 989, COMAL COUNTY, TEXAS AND BEING ALL OF A CALLED 344.6 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2023-378661 OF THE OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

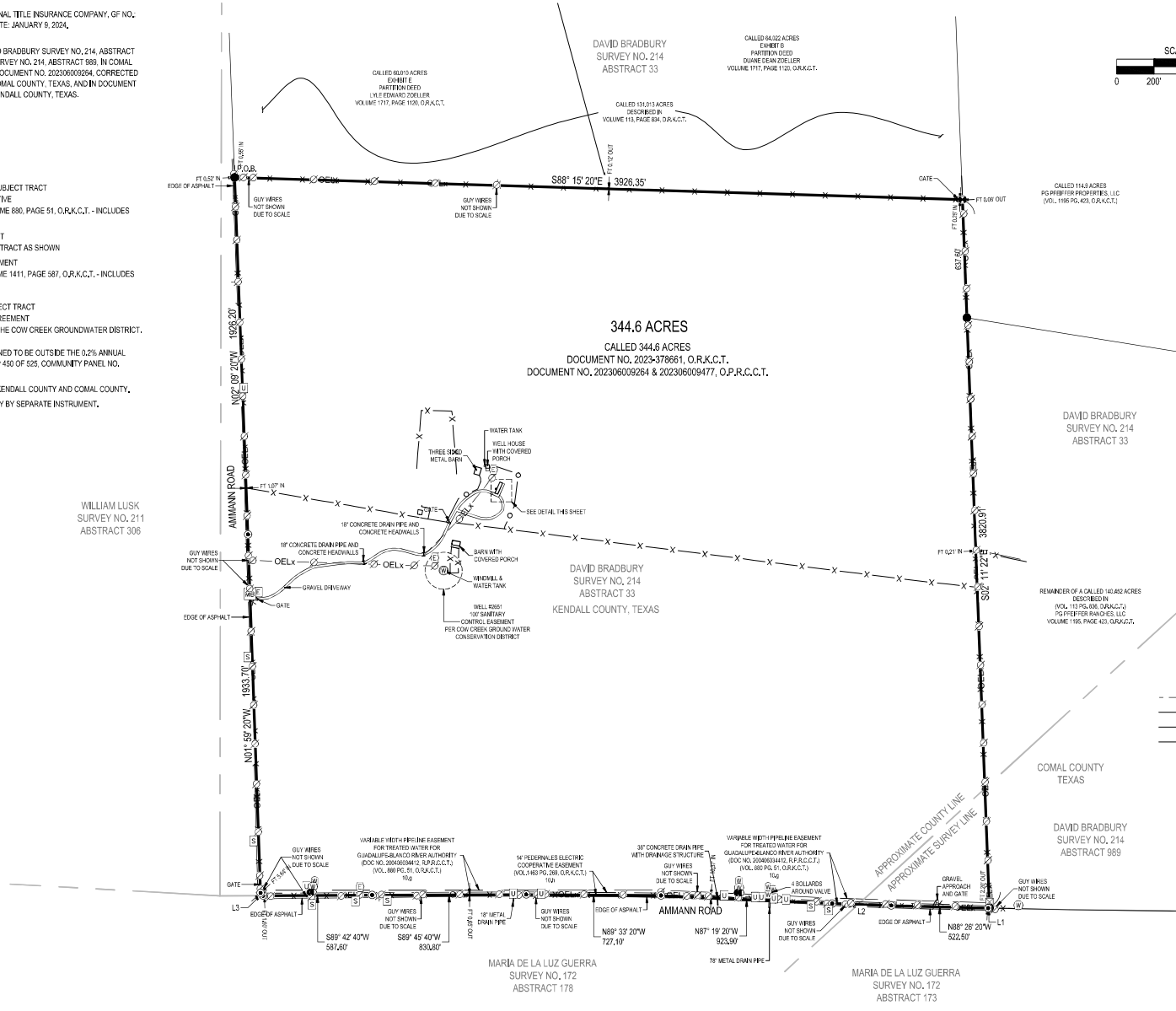
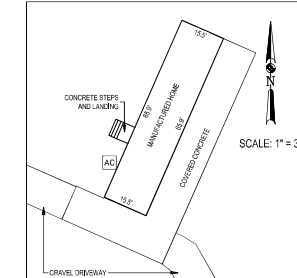


ADDRESS: 418 AMMANN ROAD
BOERNE, TX 78015

LINE	BEARING	DISTANCE
L1	S78° 03' 34"W	1.48'
L2	N48° 56' 20"W	319.90'
L3	N48° 32' 20"W	20.89'

LEGEND

- P.O.B. OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS
- O.R.K.C.T. OFFICIAL RECORDS, KENDALL COUNTY, TEXAS
- D.R.K.C.T. DIMENSIONAL FENCE TIE
- FT FOUND 1/2" IRON ROD (UNLESS OTHERWISE SPECIFIED)
- FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "ACES"
- A/C PAD
- ELECTRIC BOX & KEY/PAD
- ELECTRIC METER ON POLE
- UTILITY POLE
- UTILITY POLE WITH GUY WIRE
- TRANSMISSION TOWER
- WELL
- WATER VALVE
- WATER MANHOLE
- BOLLARD POST
- TRAFFIC SIGN
- UTILITY MARKER POST
- MAILBOX
- ELECTRIC (OVERHEAD)
- WIRE FENCE
- CHAINLINK FENCE
- PIPE FENCE



I HEREBY CERTIFY TO OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WHEELER HOKER, LLC, DELAWARE LIMITED LIABILITY COMPANY, AND BIRMINGHAM RANCH, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY, AND CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION IV LAND TITLE SURVEY. FIELD WORK ORIGINALLY PERFORMED IN 2016 AND CONFIRMED ON JANUARY 30, 2024.

KYLE L. PRESSLER DATE: FEBRUARY 1, 2024
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6528
KYLE.PRESSLER@MATKINHOVER.COM
JOB NO. 15-4886 344.6 ACRES



EXHIBIT D

POST OAK SUBDIVISION

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

EXHIBIT C

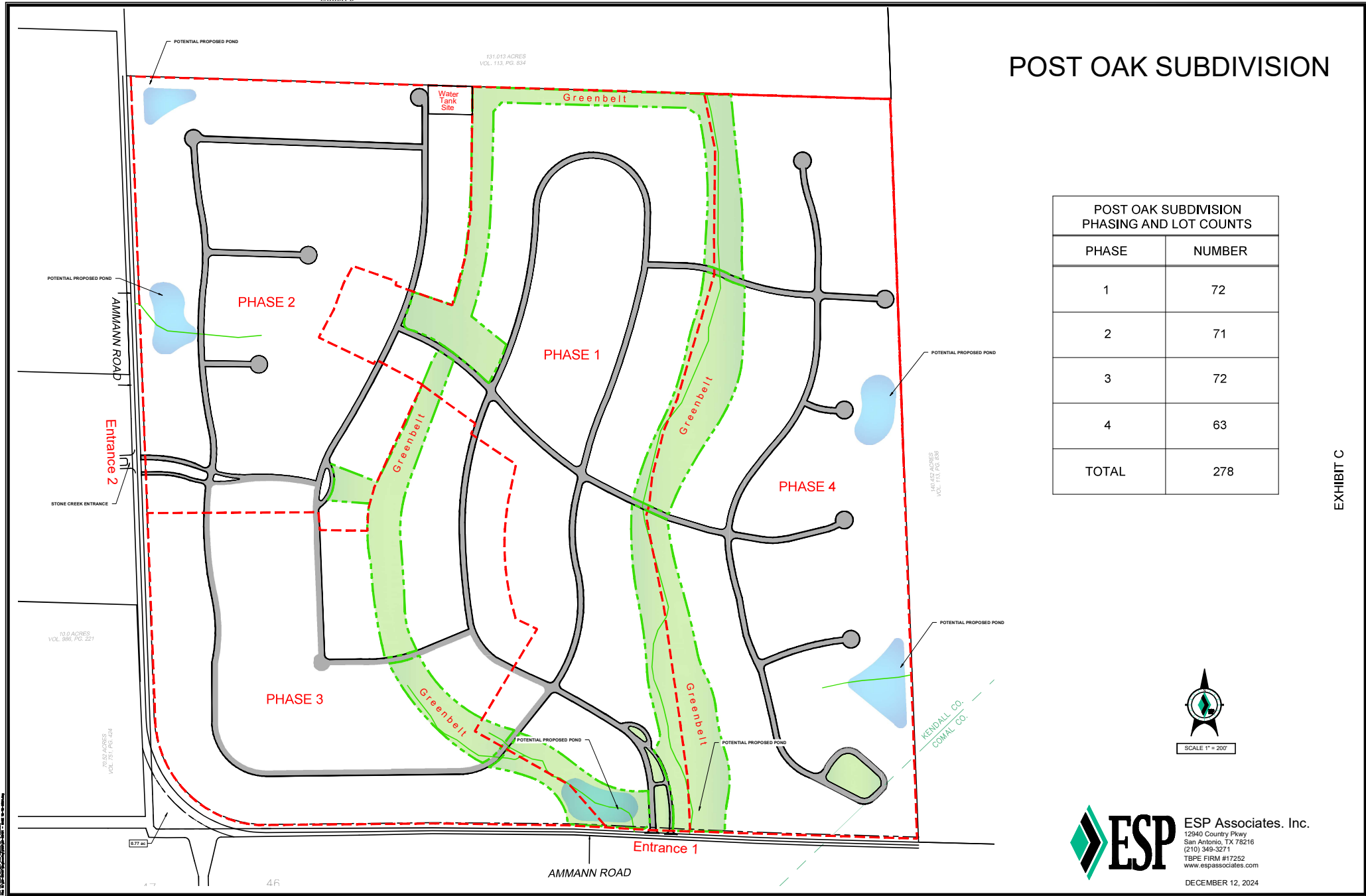


EXHIBIT 2
LAYOUT OF THE SUBJECT PROPERTY

EXHIBIT D

POST OAK SUBDIVISION

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

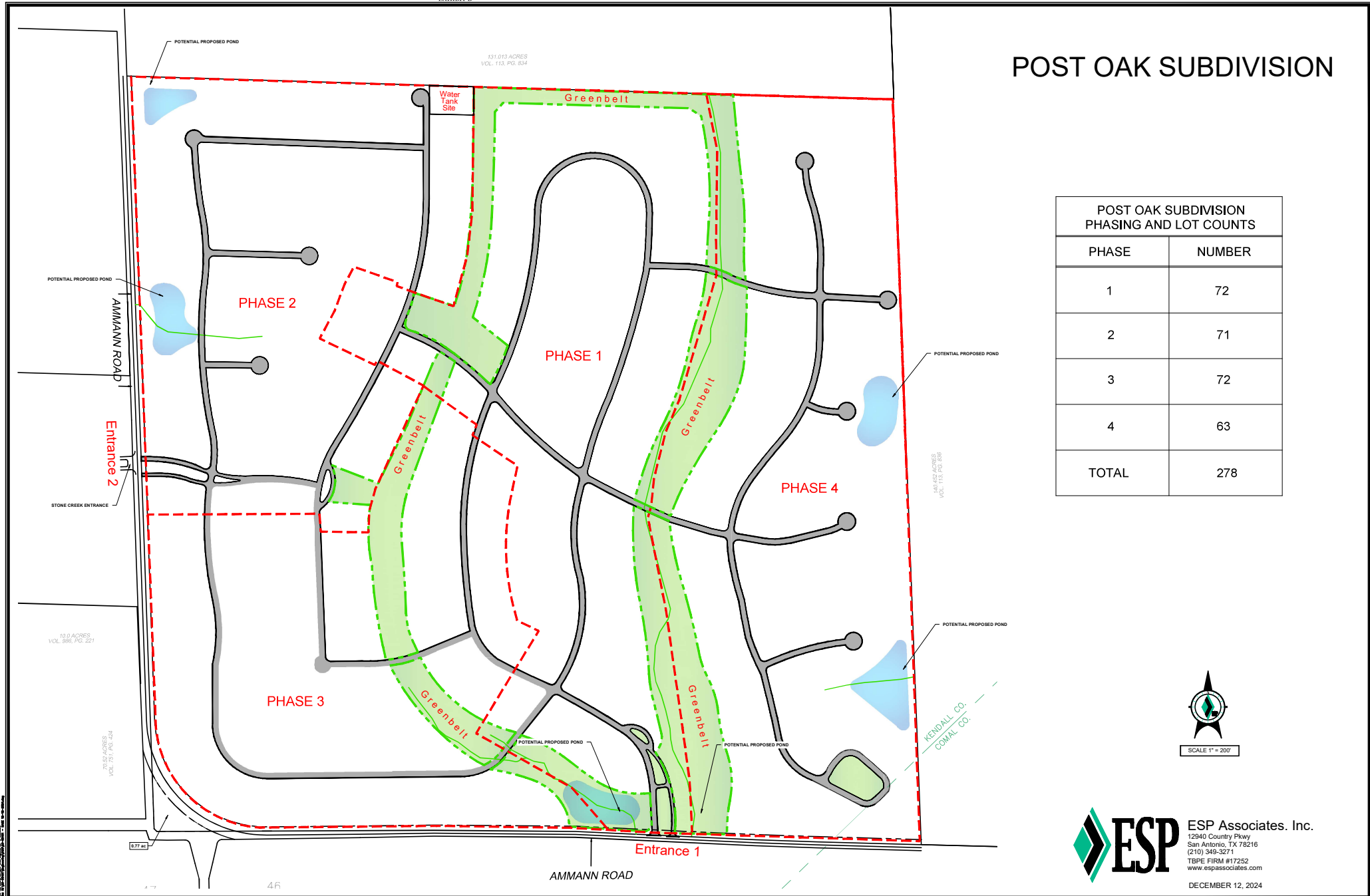


EXHIBIT 3
DEED FOR SUBJECT PROPERTY

EXHIBIT D

Item #9.

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

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

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

Foreclosure Sale: (the "Foreclosure Sale")

Date: Tuesday, March 7, 2023

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

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

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

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

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

EXHIBIT D

Item #9.

RECITALS:

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

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

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

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

CONVEYANCE:

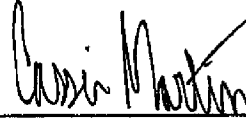
Substitute Trustee, subject to any prior liens and other exceptions to conveyance and warranty contained in the Deed of Trust, and for the Purchase Price as consideration, grants, sells, and conveys the Property to Grantee, "AS IS," together with all and singular the rights and appurtenances thereto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

[SIGNATURE PAGE FOLLOWS]

EXHIBIT D

Item #9.

WITNESS MY HAND this 13th day of March, 2023.



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

STATE OF TEXAS

§

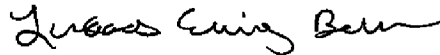
COUNTY OF Comal

§

§

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

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



Notary Public, State of Texas

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

Exhibit A: Real Property Description

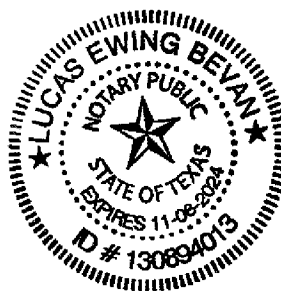


EXHIBIT D

Item #9.

EXHIBIT A**REAL PROPERTY DESCRIPTION**

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

BEGINNING at a found $\frac{1}{2}$ " iron rod in the apparent east right-of-way line of Ammann Road, no record found, at the southwest corner of a called 131.013 acre tract as described in Volume 113 Page 834 of the Deed Records of Kendall County, Texas, for the northwest corner of said 344.979 acre tract and the tract described herein;

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

THENCE: S $02^{\circ} 11' 22''$ E, with the common line between said 114.9 acre tract and the 344.979 acre tract, at 637.60 feet a found $\frac{1}{2}$ " iron rod for the southwest corner of said 114.9 acre tract, and continuing with the common line between said 140.452 acre tract and said 344.979 acre tract, a total distance of 3820.91 feet to a found $\frac{1}{2}$ " iron rod in the apparent north right-of-way line of Ammann Road, no record found, at the southwest corner of said 140.452 acre tract, at the southeast corner of said 344.979 acre tract and for the southeast corner of the tract described herein;

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

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

FORECLOSURE SALE DEED - BOERNE RANCH ESTATES, LLC

**Kendall County
Denise Maxwell
Kendall County
Clerk**

Instrument Number: 378661

eRecording - Real Property

DEED

Recorded On: March 27, 2023 03:37 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$42.00

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

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

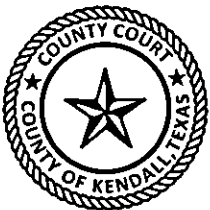
File Information:

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

Record and Return To:

Simplifile
5072 North 300 West

PROVO UT



**STATE OF TEXAS
COUNTY OF**

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

Denise Maxwell
Kendall County Clerk
Kendall County, TX

Denise Maxwell

EXHIBIT 4
POST OAK PUBLIC IMPROVEMENT DISTRICT TIMELINE

EXHIBIT D
DRAFT POST OAK PUBLIC IMPROVEMENT DISTRICT TIMELINE

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

THIS TIMELINE IS SUBJECT TO CHANGE

EXHIBIT 5

POST OAK PUBLIC IMPROVEMENT DISTRICT FINANCIAL PROJECTIONS

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

**Post Oak Ranch
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4/25/2025**

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

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

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

Footnotes:

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

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

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

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

[e] Assumes property is annexed into the City.

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

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

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

Footnotes:

[a] Information provided by developer.

[b] Represent estimated improved values. Assumes 10.0% appraisal discount. Actual amount to be determined by the appraisal.

[c] For illustration purposes, assumes 0% inflation for 2 years for IA #2, 4 years for IA #3 and 6 years for IA #4.

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

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

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

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

Footnotes

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

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

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

[d] Includes District Formation costs.

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

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

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

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

Footnotes:

[a] Preliminary cost information provided by developer.

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

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

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

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

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

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

Footnotes:

[a] Tax rate per \$100 AV. Assumes 2024 tax rates. Project is located within Kendall County and Comal County.

[b] Assumes Project will annex into the City of Fair Oaks Ranch.

[c] Per meeting with City on 1/5/2025, property will be removed from Cow Creek Groundwater upon annexation into the City.

[d] Estimated amounts to be determined upon approval of final plat and reconciliation to county boundaries.

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

Post Oak Ranch
Exhibit F
Detailed Bond Sizing Analysis: Improvement Area #1
4/25/2025

Bond Issue Date [a] 9/1/2025

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

Footnotes:

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

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

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

Post Oak Ranch
Exhibit G
Detailed Bond Sizing Analysis: Improvement Area #1 - Reimb. Obl. / Series B
4/25/2025

Bond Issue Date ^[a] 9/1/2027

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

Footnotes:

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

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

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

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

Post Oak Ranch
Exhibit H
Detailed Bond Sizing Analysis: Future Improvement Area #2
4/25/2025

Bond Issue Date [a] 9/1/2027

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

Footnotes:

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

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

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

Post Oak Ranch
Exhibit I
Detailed Bond Sizing Analysis: Future Improvement Area #2 - Reimb. Obl. / Series B
4/25/2025

Bond Issue Date ^[a] 9/1/2029

	Year Ending	Principal	Interest Rate [a]	Annual Interest	Principal & Interest	Admin Expense ^[b]	0.50% Additional Interest	Subtotal	Capitalized Interest	Annual PID Installment ^[c]
	9/1									
1	2028	\$ -	6.00%	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
2	2029	\$ -	6.00%	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
3	2030	\$ 68,000	6.00%	\$ 279,480	\$ 347,480	\$ -	\$ 23,290	\$ 370,770	\$ -	\$ 370,770
4	2031	\$ 72,000	6.00%	\$ 275,400	\$ 347,400	\$ -	\$ 22,950	\$ 370,350	\$ -	\$ 370,350
5	2032	\$ 76,000	6.00%	\$ 271,080	\$ 347,080	\$ -	\$ 22,590	\$ 369,670	\$ -	\$ 369,670
6	2033	\$ 81,000	6.00%	\$ 266,520	\$ 347,520	\$ -	\$ 22,210	\$ 369,730	\$ -	\$ 369,730
7	2034	\$ 86,000	6.00%	\$ 261,660	\$ 347,660	\$ -	\$ 21,805	\$ 369,465	\$ -	\$ 369,465
8	2035	\$ 91,000	6.00%	\$ 256,500	\$ 347,500	\$ -	\$ 21,375	\$ 368,875	\$ -	\$ 368,875
9	2036	\$ 96,000	6.00%	\$ 251,040	\$ 347,040	\$ -	\$ 20,920	\$ 367,960	\$ -	\$ 367,960
10	2037	\$ 102,000	6.00%	\$ 245,280	\$ 347,280	\$ -	\$ 20,440	\$ 367,720	\$ -	\$ 367,720
11	2038	\$ 108,000	6.00%	\$ 239,160	\$ 347,160	\$ -	\$ 19,930	\$ 367,090	\$ -	\$ 367,090
12	2039	\$ 115,000	6.00%	\$ 232,680	\$ 347,680	\$ -	\$ 19,390	\$ 367,070	\$ -	\$ 367,070
13	2040	\$ 122,000	6.00%	\$ 225,780	\$ 347,780	\$ -	\$ 18,815	\$ 366,595	\$ -	\$ 366,595
14	2041	\$ 129,000	6.00%	\$ 218,460	\$ 347,460	\$ -	\$ 18,205	\$ 365,665	\$ -	\$ 365,665
15	2042	\$ 137,000	6.00%	\$ 210,720	\$ 347,720	\$ -	\$ 17,560	\$ 365,280	\$ -	\$ 365,280
16	2043	\$ 145,000	6.00%	\$ 202,500	\$ 347,500	\$ -	\$ 16,875	\$ 364,375	\$ -	\$ 364,375
17	2044	\$ 153,000	6.00%	\$ 193,800	\$ 346,800	\$ -	\$ 16,150	\$ 362,950	\$ -	\$ 362,950
18	2045	\$ 163,000	6.00%	\$ 184,620	\$ 347,620	\$ -	\$ 15,385	\$ 363,005	\$ -	\$ 363,005
19	2046	\$ 173,000	6.00%	\$ 174,840	\$ 347,840	\$ -	\$ 14,570	\$ 362,410	\$ -	\$ 362,410
20	2047	\$ 183,000	6.00%	\$ 164,460	\$ 347,460	\$ -	\$ 13,705	\$ 361,165	\$ -	\$ 361,165
21	2048	\$ 194,000	6.00%	\$ 153,480	\$ 347,480	\$ -	\$ 12,790	\$ 360,270	\$ -	\$ 360,270
22	2049	\$ 206,000	6.00%	\$ 141,840	\$ 347,840	\$ -	\$ 11,820	\$ 359,660	\$ -	\$ 359,660
23	2050	\$ 218,000	6.00%	\$ 129,480	\$ 347,480	\$ -	\$ 10,790	\$ 358,270	\$ -	\$ 358,270
24	2051	\$ 231,000	6.00%	\$ 116,400	\$ 347,400	\$ -	\$ 9,700	\$ 357,100	\$ -	\$ 357,100
25	2052	\$ 245,000	6.00%	\$ 102,540	\$ 347,540	\$ -	\$ 8,545	\$ 356,085	\$ -	\$ 356,085
26	2053	\$ 260,000	6.00%	\$ 87,840	\$ 347,840	\$ -	\$ 7,320	\$ 355,160	\$ -	\$ 355,160
27	2054	\$ 275,000	6.00%	\$ 72,240	\$ 347,240	\$ -	\$ 6,020	\$ 353,260	\$ -	\$ 353,260
28	2055	\$ 292,000	6.00%	\$ 55,740	\$ 347,740	\$ -	\$ 4,645	\$ 352,385	\$ -	\$ 352,385
29	2056	\$ 309,000	6.00%	\$ 38,220	\$ 347,220	\$ -	\$ 3,185	\$ 350,405	\$ -	\$ 350,405
30	2057	\$ 328,000	6.00%	\$ 19,680	\$ 347,680	\$ -	\$ 1,640	\$ 349,320	\$ -	\$ 349,320
		\$ -	6.00%	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ 4,658,000	6.00%	\$ 5,071,440	\$ 9,729,440	\$ -	\$ 422,620	\$ 10,152,060	\$ -	\$ 10,152,060

Footnotes:

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

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

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

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

Post Oak Ranch
Exhibit J
Detailed Bond Sizing Analysis: Future Improvement Area #3
4/25/2025

Bond Issue Date [a] 9/1/2029

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

Footnotes:

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

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

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

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

Bond Issue Date ^[a] 9/1/2031

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

Footnotes:

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

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

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

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

Post Oak Ranch
Exhibit L
Detailed Bond Sizing Analysis: Future Improvement Area #4
4/25/2025

Bond Issue Date [a] 9/1/2031

	Year Ending 9/1	Principal	Interest Rate [a]	Annual Interest	Principal & Interest	Admin Expense [b]	0.50% Additional Interest	Subtotal	Capitalized Interest	Annual PID Installment
1	2032	\$ -	6.00%	\$ 306,180	\$ 306,180	\$ 25,000	\$ 25,515	\$ 356,695	\$ (306,180)	\$ 50,515
2	2033	\$ -	6.00%	\$ 306,180	\$ 306,180	\$ 25,500	\$ 25,515	\$ 357,195	\$ (306,180)	\$ 51,015
3	2034	\$ 74,000	6.00%	\$ 306,180	\$ 380,180	\$ 26,010	\$ 25,515	\$ 431,705	\$ -	\$ 431,705
4	2035	\$ 79,000	6.00%	\$ 301,740	\$ 380,740	\$ 26,530	\$ 25,145	\$ 432,415	\$ -	\$ 432,415
5	2036	\$ 84,000	6.00%	\$ 297,000	\$ 381,000	\$ 27,061	\$ 24,750	\$ 432,811	\$ -	\$ 432,811
6	2037	\$ 89,000	6.00%	\$ 291,960	\$ 380,960	\$ 27,602	\$ 24,330	\$ 432,892	\$ -	\$ 432,892
7	2038	\$ 94,000	6.00%	\$ 286,620	\$ 380,620	\$ 28,154	\$ 23,885	\$ 432,659	\$ -	\$ 432,659
8	2039	\$ 100,000	6.00%	\$ 280,980	\$ 380,980	\$ 28,717	\$ 23,415	\$ 433,112	\$ -	\$ 433,112
9	2040	\$ 106,000	6.00%	\$ 274,980	\$ 380,980	\$ 29,291	\$ 22,915	\$ 433,186	\$ -	\$ 433,186
10	2041	\$ 112,000	6.00%	\$ 268,620	\$ 380,620	\$ 29,877	\$ 22,385	\$ 432,882	\$ -	\$ 432,882
11	2042	\$ 119,000	6.00%	\$ 261,900	\$ 380,900	\$ 30,475	\$ 21,825	\$ 433,200	\$ -	\$ 433,200
12	2043	\$ 126,000	6.00%	\$ 254,760	\$ 380,760	\$ 31,084	\$ 21,230	\$ 433,074	\$ -	\$ 433,074
13	2044	\$ 133,000	6.00%	\$ 247,200	\$ 380,200	\$ 31,706	\$ 20,600	\$ 432,506	\$ -	\$ 432,506
14	2045	\$ 141,000	6.00%	\$ 239,220	\$ 380,220	\$ 32,340	\$ 19,935	\$ 432,495	\$ -	\$ 432,495
15	2046	\$ 150,000	6.00%	\$ 230,760	\$ 380,760	\$ 32,987	\$ 19,230	\$ 432,977	\$ -	\$ 432,977
16	2047	\$ 159,000	6.00%	\$ 221,760	\$ 380,760	\$ 33,647	\$ 18,480	\$ 432,887	\$ -	\$ 432,887
17	2048	\$ 168,000	6.00%	\$ 212,220	\$ 380,220	\$ 34,320	\$ 17,685	\$ 432,225	\$ -	\$ 432,225
18	2049	\$ 178,000	6.00%	\$ 202,140	\$ 380,140	\$ 35,006	\$ 16,845	\$ 431,991	\$ -	\$ 431,991
19	2050	\$ 189,000	6.00%	\$ 191,460	\$ 380,460	\$ 35,706	\$ 15,955	\$ 432,121	\$ -	\$ 432,121
20	2051	\$ 201,000	6.00%	\$ 180,120	\$ 381,120	\$ 36,420	\$ 15,010	\$ 432,550	\$ -	\$ 432,550
21	2052	\$ 213,000	6.00%	\$ 168,060	\$ 381,060	\$ 37,149	\$ 14,005	\$ 432,214	\$ -	\$ 432,214
22	2053	\$ 225,000	6.00%	\$ 155,280	\$ 380,280	\$ 37,892	\$ 12,940	\$ 431,112	\$ -	\$ 431,112
23	2054	\$ 239,000	6.00%	\$ 141,780	\$ 380,780	\$ 38,649	\$ 11,815	\$ 431,244	\$ -	\$ 431,244
24	2055	\$ 253,000	6.00%	\$ 127,440	\$ 380,440	\$ 39,422	\$ 10,620	\$ 430,482	\$ -	\$ 430,482
25	2056	\$ 268,000	6.00%	\$ 112,260	\$ 380,260	\$ 40,211	\$ 9,355	\$ 429,826	\$ -	\$ 429,826
26	2057	\$ 284,000	6.00%	\$ 96,180	\$ 380,180	\$ 41,015	\$ 8,015	\$ 429,210	\$ -	\$ 429,210
27	2058	\$ 301,000	6.00%	\$ 79,140	\$ 380,140	\$ 41,835	\$ 6,595	\$ 428,570	\$ -	\$ 428,570
28	2059	\$ 320,000	6.00%	\$ 61,080	\$ 381,080	\$ 42,672	\$ 5,090	\$ 428,842	\$ -	\$ 428,842
29	2060	\$ 339,000	6.00%	\$ 41,880	\$ 380,880	\$ 43,526	\$ 3,490	\$ 427,896	\$ -	\$ 427,896
30	2061	\$ 359,000	6.00%	\$ 21,540	\$ 380,540	\$ 44,396	\$ 1,795	\$ 426,731	\$ -	\$ 426,731
Total		\$ 5,103,000	6.00%	\$ 6,166,620	\$ 11,269,620	\$ 1,014,202	\$ 513,885	\$ 12,797,707	\$ (612,360)	\$ 12,185,347

Footnotes:

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

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

EXHIBIT D

PRELIMINARY DISCUSSION DRAFT

Post Oak Ranch
Exhibit M
Detailed Bond Sizing Analysis: Future Improvement Area #4 - Reimb. Obl. / Series B
4/25/2025

Bond Issue Date ^[a] 9/1/2033

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

Footnotes:

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

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

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



Post Oak Development Public Improvement District

Resolution Creating the District
July 3, 2025



Jim Williams, MBA, ICMA-CM
Assistant City Manager

Decision:

Authorize the creation of the Post Oak Development Public Improvement District

- Make findings
- Create the District
- Authorize Dissolution Agreement

Post Oak Development - PID Timeline



PID Petition Received
May 2, 2025

PID Petition Accepted
/ PH Ordered
May 20, 2025

PID Public Hearing
June 19, 2025

Post Oak Development - PID Petition Background

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



Post Oak PID - Findings



1. Advisability
2. Nature of Improvements
3. Estimated cost of improvements
4. Boundaries of District
5. Method of assessment
6. Apportionment of costs between the District and the City

Staff Recommendation:



1. Authorize and create the Post Oak Development PID
2. Adopt findings as described in the resolution
3. Authorize the District Dissolution Agreement



Questions?



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 9 Personnel, Article 9.03 Police Department, Section 9.03.004 Chief of Police

DATE: July 3, 2025

DEPARTMENT: Administration

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

INTRODUCTION/BACKGROUND:

Section 9.03.004 of the City Code of Ordinances currently states that the Mayor appoints the Police Chief, subject to confirmation by the City Council. However, this provision became outdated in 2017 when the City adopted a Home Rule Charter and transitioned to a Council-Manager form of government.

Under the Home Rule Charter, the responsibility for appointing, suspending, and removing City staff, unless otherwise specified in the Charter, rests with the City Manager. As such, this ordinance proposes to amend Section 9.03.004 by removing the obsolete language related to the Mayor’s appointment and Council confirmation of the Police Chief.

All other provisions within Section 9.03.004 will remain unchanged. This amendment ensures consistency between the City Code and the governance structure established in the Home Rule Charter.

Attached is a proposed ordinance for City Council’s consideration and possible action.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Aligns with duties of the City Manager provisions in the City Charter.
- Aligns with the City’s Strategic Action Plan pillars of Operational Excellence.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

None

LEGAL ANALYSIS:

Ordinance approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the first reading of an ordinance amending the City of Fair Oaks Ranch Code of Ordinances, Chapter 9 Personnel, Article 9.03 Police Department, Section 9.03.004 Chief of Police.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, AMENDING THE FAIR OAKS RANCH CODE OF ORDINANCES CHAPTER 9 PERSONNEL, ARTICLE 9.03 POLICE DEPARTMENT, SECTION 9.03.004 CHIEF OF POLICE OF THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES; PROVIDING FOR REPEALING AND SEVERABILITY CLAUSES; AND AN EFFECTIVE DATE

WHEREAS, in May 2017, the citizens of Fair Oaks Ranch voted to adopt the City of Fair Oaks Ranch Home Rule Charter, and

WHEREAS, prior to adoption of the Home Rule Charter, the Police Chief was appointed by the Mayor and confirmed by the City Council, and

WHEREAS, the Home Rule Charter established a “Council-Manager” form of municipal government, and

WHEREAS, in accordance with the Home Rule Charter, the City Manager has the authority to appoint, suspend, or remove City employees, except as otherwise specified in the Charter, and

WHEREAS, it is necessary from time to time to update the City Code to ensure alignment with applicable federal, state, and local laws, as well as to reflect current practices.

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

Section 1. The Fair Oaks Ranch Code of Ordinances Chapter 9 Personnel Article 9.03 Police Department Section 9.03.004 Chief of Police is hereby amended as show in **Exhibit A**.

Section 2. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

Section 4. That it is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 5. The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

- Section 6.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 7.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 8.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** 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 3rd day of July 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 17th day of July 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

EXHIBIT A

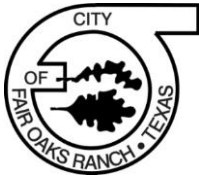
Chapter 9 Personnel; Article 9.03 Police Department; Section 9.03.004 Chief of Police is hereby amended as follows:

[Deletions shown as strikethrough and Additions shown as underscore]:

(a) The Police Department of the City shall consist of the Chief of Police and such members as the City Council may provide.

~~(b) The Chief of Police shall be appointed by the mayor and confirmed by the City Council.~~

(b) ~~(c)~~ The Chief of Police shall carry out the functions of the police department relating to public safety and enforcement of ordinances, state and federal laws; organize the Police Department of the City in conformity with the laws of the state and ordinances of the City; and shall promulgate policies, procedures, rules, directives and orders for the administration of the department, including but not limited to, discipline within the department.



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving the first reading of an ordinance approving a first amendment to the 2024 franchise agreement with Frontier Texas Ventures I, LLC for the collection, hauling, and disposal of municipal solid waste and recyclable materials in the City of Fair Oaks Ranch

DATE: July 3, 2025

DEPARTMENT: Administration

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

INTRODUCTION/BACKGROUND:

The City entered into a franchise agreement with Frontier Texas Ventures I, LLC (Frontier Waste) in August 2024 for the collection, hauling and disposal of municipal solid waste and recyclable materials in the City. Service started with Frontier Waste in October 2024.

Since the commencement of the contract, staff have become aware of confusing contract terms regarding procedures that residents follow when scheduling their bulk or brush pick up. Currently, residents need to contact Frontier Waste “no later than the end of the business day prior to the scheduled collection day.” This language is confusing in three ways:

1. There is no practicable way for residents to know what the scheduled collection day is for bulk or brush pick up until after they contact Frontier Waste,
2. Residents often believe the “scheduled collection day” is their garbage and recyclable collection day, when it is likely that bulk and brush pick up will be on a different day than the regular, weekly garbage and recycling pick up, and
3. Some residents have called Frontier Waste by close of business the day prior to the day they would like to have a scheduled pick up, only to find out that Frontier Waste has no available capacity for that day, leading to confusion, disappointment and unmet expectations.

Staff discussed the problem with Frontier Waste and determined the best course of action is for residents to call Frontier Waste not later than 5:00 p.m. the Friday before the monthly bulk and brush pick up week. Frontier Waste and the resident needing service can coordinate a more precise pick-up day for bulk or brush, resulting in better communication and improved service delivery. This course of action will require a contract amendment.

Bulk and brush pick up will continue to be the last full week of each month. Residents may continue to schedule up to one bulk pick up per month and up to two brush pick ups per year. All other provisions in the 2024 franchise agreement remain unchanged. Attached as **Exhibit A** is the proposed amendment. For reference, attached as **Exhibit B** is the 2024 franchise agreement.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Aligns with the City's Strategic Action Plan pillars of Operational Excellence.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

None

LEGAL ANALYSIS:

Ordinance approved as to form.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the first reading of an ordinance approving a first amendment to the 2024 franchise agreement with Frontier Texas Ventures I, LLC for the collection, hauling, and disposal of municipal solid waste and recyclable materials in the City of Fair Oaks Ranch.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, APPROVING A FIRST AMENDMENT TO THE 2024 FRANCHISE AGREEMENT WITH FRONTIER TEXAS VENTURES I, LLC FOR THE COLLECTION, HAULING, AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF FAIR OAKS RANCH; PROVIDING FOR REPEALING AND SEVERABILITY CLAUSES; AND AN EFFECTIVE DATE

WHEREAS, on August 25, 2024, the City entered into a franchise agreement with Frontier Texas Ventures I, LLC, (Frontier Waste) for the collection, hauling, and disposal of municipal solid waste and recyclable materials in the City, and

WHEREAS, the 2024 franchise agreement between the City and Fronier Waste is attached as **Exhibit B**, and

WHEREAS, staff identified confusing contract terms regarding resident scheduling of bulk items and brush pick up, and

WHEREAS, staff and Frontier Waste agree that service to residents can be improved with a modification to the contract language regarding scheduling for bulk items and brush pick up, and

WHEREAS, the proposed contract amendment is attached hereto as **Exhibit A**.

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

- Section 1.** The *First Amendment* to the 2024 Franchise Agreement for the collection, hauling, and disposal of municipal solid waste and recyclable materials as described in Exhibit A is approved. The City Manager is hereby authorized to execute the Amendment with Frontier Texas Ventures I, LLC, attached as Exhibit A, and to execute any and all applicable documents to effectuate this ordinance.
- Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- Section 4.** That it is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

- Section 5.** The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.
- Section 6.** If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.
- Section 7.** All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters ordained herein.
- Section 8.** This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9.** 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 3rd day of July 2025.

PASSED, APPROVED, and ADOPTED on second and final reading by the City Council of the City of Fair Oaks Ranch, Texas, on reading this 17th day of July 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

EXHIBIT A

AMENDMENT # 1

The Franchise Agreement fully executed on August 15, 2024 is being modified to reflect changes for notifying the Service Provide for bulky and brush collections. No other changes to the scope of services or terms and conditions are being made. The modifications are shown below and shall supersede the previously existing language.

SECTION 7. **BULKY ITEMS; BRUSH.**

A. Pre-Arranged Bulky Collections. The Service Provider will collect Bulky Items from Residential Units once per month, as designated by the Service Provider; provided, that (i) the Residential Units requiring such collections notify the Service Provider before 5:00 P.M. the Friday before the designated pickup week ~~no later than the end of the Business Day prior to the scheduled collection day~~, and (ii) the Bulky Items (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, and (B) do not exceed 300 pounds per household pick up White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed. Bulky Items will be collected during the last full week of the month. The City, at its sole discretion, may elect to alter the Citywide collection in lieu of individually scheduled collections.

B. Pre-Arranged Brush Collections. The Service Provider will collect loose brush from Residential Units twice per Contract Year, as designated by the Service Provider; provided, that (i) the Residential Units requiring such collections notify the Service Provider before 5:00 P.M. the Friday before the designated pickup week, ~~no later than the end of the Business Day prior to the scheduled collection day~~ and (ii) the loose brush (A) is placed at the curbside no later than 7:00 a.m. on the scheduled collection day and (B) do not exceed twenty (20) cubic yards in total volume per collection per Residential Unit. Brush will be collected during the last full week of the month. The City, at its sole discretion, may elect to alter the Citywide collection in lieu of individually scheduled collections.

EXHIBIT A

PASSED AND APPROVED BY THE CITY OF FAIR OAKS RANCH CITY COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 17TH DAY OF JULY, 2025.

FRONTIER TEXAS VENTURES I, LLC

CITY OF FAIR OAKS RANCH, TX

By: _____

By: _____

Name: John Gustafson

Name: Scott M. Huizenga

Title: President

Title: City Manager

ATTEST:

By: _____

Name: Christina Picioccio

Title: City Secretary

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

OCTOBER 1, 2024

EXHIBIT B

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

STATE OF TEXAS

COUNTIES OF BEXAR, COMAL AND KENDALL

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

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

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

SECTION 1. DEFINED TERMS.

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

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

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

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

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

City – The City of Fair Oaks Ranch.

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

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

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

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

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

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

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

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

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

Holidays - The following days:

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

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

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

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

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

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

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

Recyclable Materials -

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

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

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

SECTION 3. OPERATIONS.

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

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

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

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

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

SECTION 4. RESIDENTIAL UNIT COLLECTIONS.

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

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

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

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

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

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

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

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

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

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

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

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

Acceptable Items are subject to change.

SECTION 5. RECYCLING EDUCATION PROGRAM.

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

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

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

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

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

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

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

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

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

E. Wastewater Sludge and Screenings removal and disposal:

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

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

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

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

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

SECTION 7. BULKY ITEMS; BRUSH.

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

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

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

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

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

SECTION 8. TITLE TO EQUIPMENT.

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

SECTION 9. RATES AND FEES.

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

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

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

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

SECTION 10. RATE ADJUSTMENT.

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

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

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

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

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

SECTION 11. EXCLUSIONS.

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

SECTION 12. TERM OF AGREEMENT.

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

SECTION 13. ASSIGNMENT.

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

SECTION 14. ENFORCEMENT.

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

SECTION 15. PROCESSING, BILLING AND FEES.

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

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

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

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

SECTION 16. SPILLAGE.

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

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

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

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

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

SECTION 18. HOURS OF SERVICE.

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

SECTION 19. CUSTOMER SERVICE.

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

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

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

SECTION 21. VEHICLES AND EQUIPMENT.

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

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

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

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

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

SECTION 22. DUE CARE.

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

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

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

SECTION 24. INSURANCE COVERAGE.

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

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

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

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

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. The Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24 each year, or at any time coverage is renewed. The insurance required by this Agreement shall be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

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

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

SECTION 25. PERFORMANCE SECURITY.

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

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

SECTION 26. SAVINGS PROVISION.

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

SECTION 27. TERMINATION.

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

SECTION 28. FORCE MAJEURE.

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

SECTION 29. GOVERNING LAW.

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

SECTION 30. NOTICES.

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

If to the City:

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

If to the Service Provider:

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

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

SECTION 31. ATTORNEYS' FEES.

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

SECTION 32. INDEPENDENT CONTRACTOR.

Service Provider acknowledges that it is an independent contractor of the City and is not an employee, agent, official or representative of the City. Service Provider shall not represent, either expressly or through implication, that Service Provider is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of Service Provider.

SECTION 33. CUMULATIVE REMEDIES.

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

SECTION 34. INDEMNITY

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

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

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

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

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

SECTION 35. DISCLOSURES, CONFLICTS AND DISPUTE RESOLUTION

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

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

SECTION 36. MANDATORY CONDITIONS FOR GOVERNMENT CONTRACTS

When applicable, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

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

EXHIBIT B

Item #11.

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

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

[SIGNATURE PAGE TO FOLLOW]

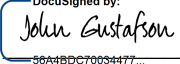
EXHIBIT B

Item #11.

37. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF FAIR OAKS RANCH CITY COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 15 DAY OF August, 2024.

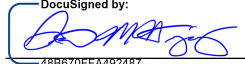
FRONTIER TEXAS VENTURES I, LLC

By: 
36A4BDC70034477...

Name: John Gustafson

Title: President


CITY OF FAIR OAKS RANCH, TX

By: 
48B670FFA492487...

Name: Scott M. Huizenga

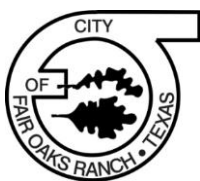
Title: City Manager

ATTEST:

By: 
AZA65C5036E748E...

Name: Christina Picioccio

Title: City Secretary



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action approving a resolution establishing the target market position for the City's Compensation Plan

DATE: July 3, 2025

DEPARTMENT: Human Resources

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

INTRODUCTION/BACKGROUND:

As part of the City's FY 2024-25 Comprehensive Compensation and Benefits Study (the Study), Evergreen Solutions LLC conducted a detailed market analysis based on newly adopted benchmark organizations. Evergreen is currently developing pay plan options that reflect this market data, in addition to ensuring internal and external pay equity across classifications.

Chapter 4 of the Study, attached as Exhibit A, summarizes the methodology and results of the market analysis. Evergreen surveyed 20 peer organizations (with 16 providing data), assessing 50 benchmark positions. The analysis focused on pay range minimums, midpoints, and maximums – adjusted for cost of living – rather than individual salaries. Results showed Fair Oaks Ranch's pay structure is:

- 5.8% below market at the **minimum**,
- 2.4% below market at the **midpoint**, and
- 0.1% above market at the **maximum**, with
- a wider-than-average spread (47.7% vs. the market's 39.9%).

These findings suggest the City's current ranges are structured to be competitive over an employee's career progression, even if starting salaries lag slightly behind the market.

Based on this data and findings, staff is requesting City Council approval of a target market percentile to guide Evergreen's final pay plan recommendations. Two options are presented:

Option A: 50th Percentile Market Placement	
Advantages	Disadvantages
<ul style="list-style-type: none"> • Aligns Fair Oaks Ranch with the average of comparative and competitive peers. <i>Aligned with stated project goal</i> • Approved market peers were carefully selected to reflect the City's demographic and fiscal profile • Represents a more sustainable investment for the City's long-term financial planning 	<ul style="list-style-type: none"> • Represents a reduction from the City's prior benchmark target (66th percentile), which may carry a negative connotation • Results in more moderate salary adjustments

Option B: 66th Percentile Market Placement	
Advantages	Disadvantages
<ul style="list-style-type: none"> • Positions Fair Oaks Ranch above the average of its current comparative market peers • Increases competitiveness for talent attraction and retention 	<ul style="list-style-type: none"> • Requires a higher investment • Increases financial obligations in future years to maintain alignment

Staff and Evergreen recommend adoption of the **50th percentile** market placement as a sustainable and representative option for the City's current labor market conditions. This selection will guide preparation of the final classification and compensation plan, which will be presented for review at the August 7, 2025, City Council work session and proposed for adoption as part of the FY 2025-26 budget.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Strategic Action Plan 5.1.1 – Evaluate and Update Compensation and Benefit Plans Inclusive of Public Safety
- Ensures alignment of City pay structures with competitive market standards to attract and retain a high-performing workforce
- Enhances transparency, equity, and long-term fiscal sustainability

LONGTERM FINANCIAL & BUDGETARY IMPACT:

- Final financial impact is contingent on the selected market percentile
 - Estimated cost for the 50th percentile: \$130,000 - \$770,000
 - Estimated cost for the 66th percentile: \$240,000 - \$1.05 million

LEGAL ANALYSIS:

Approved as to form

RECOMMENDATION/PROPOSED MOTION:

I move to approve a resolution adopting the 50th percentile as the market placement for the City's compensation plan.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS ESTABLISHING THE TARGET MARKET POSITION FOR THE CITY'S COMPENSATION PLAN.

WHEREAS, the City of Fair Oaks Ranch engaged Evergreen Solutions, LLC to perform a comprehensive compensation and benefits study to evaluate the City's current pay structure and market competitiveness, and

WHEREAS, Evergreen Solutions analyzed market data, internal pay relationships, and industry best practices to provide target market position recommendations, and

WHEREAS, City Council considered a 50th percentile option and a 66th percentile option as potential market placement targets to guide the City's compensation philosophy, and

WHEREAS, City Council has reviewed the options and methodologies presented and finds it is in the City's best interest to adopt the 50th percentile as the target market placement position.

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

- Section 1.** The City Council hereby adopts the 50th percentile as the target market position for the City's compensation plan.
- 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 3rd day of July 2025.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC
City Secretary

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

EVERGREEN SOLUTIONS, LLC

Chapter 4 – Market Summary

The purpose of the market summary chapter is to benchmark the City's compensation practices against that of its market peers; to establish how competitive the City is with the market. To complete this market study, Evergreen compared pay ranges of select benchmark positions that the City possesses against the compensation of positions performing those same duties within peer organizations. By aggregating the differences in pay ranges across all the positions, a reasonable determination is made as to the City's competitive position within the market.

It is important to note that individual salaries are not analyzed in this methodology, since individual compensation can be affected by several variables such as experience and job performance. For this reason, Evergreen looked at average pay ranges across the entire classification to make the most accurate comparison. The results of this market study should be considered reflective of the current state of the market at the time of this study; however, market conditions can change rapidly. Consequently, it is necessary to conduct market surveys of peer organizations at regular intervals for an organization to consistently monitor its position within the market. Furthermore, the market results detailed in this chapter provide a foundation for understanding the City's overall structural standing in the market, and the rates reflected in this chapter, while an important factor, are not the sole determinant for how classifications were placed into the proposed salary ranges outlined in **Chapter 6**.

Evergreen conducted a comprehensive market salary survey for the City, which included soliciting 20 target peer organizations (19 cities and one county), approved by City Council, for 50 benchmark positions. Of the 20 total organizations contacted, 16 responded and provided data for the benchmark positions. Target peers were selected based on a few factors, including geographic proximity, number of residents and employees, operating budget, total tax rate, per capita income and identity. Target organizations were also identified for their competition with the City for employee recruitment and retention efforts. The list of targets that provided data for the purpose of this study are included in **Exhibit 4A**.



EXHIBIT 4A RESPONDENT MARKET PEERS

Respondent Organizations
Alamo Heights
Bee Cave
Boerne
Bulverde
Flower Mound
Heath
Helotes
Kyle
New Braunfels
San Antonio
San Marcos
Schertz
Seguin
Selma
Shavano Park
Southlake
Terrell Hills
Trophy Club
University Park
Kendall County

Because the data collected for the market summary was from various regions, it was necessary to adjust peer responses relative to the City based on cost-of-living. For all organizations that fell outside the City's immediate region, a cost-of-living adjustment was applied to the reported pay ranges to ensure a market average was attained in terms of the spending power an employee would have in the City's local area. Evergreen utilizes cost-of-living index information from the Council for Community and Economic Research. The cost-of-living index figures for the City and each of the respondent market peers are in **Exhibit 4B**.



EXHIBIT 4B
RESPONDENTS WITH COST-OF-LIVING ADJUSTMENTS

Organization	Cost of Living
City of Fair Oaks Ranch, TX	100.1
Alamo Heights	100.1
Bee Cave	106.6
Boerne	111.0
Bulverde	111.0
Flower Mound	104.0
Heath	103.2
Helotes	100.1
Kyle	94.8
New Braunfels	98.9
San Antonio	100.1
San Marcos	94.8
Schertz	96.0
Seguin	96.0
Selma	100.1
Shavano Park	100.1
Southlake	111.0
Terrell Hills	100.1
Trophy Club	101.5
University Park	109.2
Kendall County	111.0

4.1 MARKET DATA

The results of the market study are displayed in **Exhibit 4C**, which includes the benchmark job titles and the market average salaries for each position at the minimum, midpoint, and maximum points of the pay ranges. Also included within the exhibit are the percentage differentials of the City's pay ranges at each respective point, relative to the market average pay. A positive percent differential is indicative of the City's pay range exceeding that of the average of its market peers; alternatively, a negative percent differential indicates the City's compensation for a given position lagging behind the average of its peers. For those classifications where no differential is shown, this is due to the City not possessing a pay range for comparison to the market. The exhibit also includes the average pay range for the market respondents for each position, as well as how many responses each benchmark received.

While all benchmarks are included in the survey, not every peer organization possesses an appropriate match. Consequently, the benchmarks receive varying levels of response. For this study, any position that would have received fewer than five matches from market peers would not be considered in establishing the City's competitive position. The rationale behind those

exclusions is that insufficient response can lead to unreliable averages that may skew the aggregated data, blurring the reality of the City's actual position in the market. Of the 50 positions surveyed, 50 met the criteria for inclusion and none were excluded.

DRAFT



EXHIBIT 4C

MARKET SURVEY RESULTS

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
		Average	% Diff	Average	% Diff	Average	% Diff		
1	Accountant I	\$58,184.77	-0.1%	\$70,606.15	2.2%	\$83,027.52	3.8%	42.9%	8.0
2	Accounting Manager	\$86,183.33	-15.8%	\$105,878.04	-14.6%	\$125,572.75	-13.7%	46.0%	6.0
3	Administrative Assistant	\$41,886.24	3.1%	\$50,520.83	5.9%	\$59,155.42	7.8%	41.3%	12.0
4	Administrative Clerk	\$38,648.10	1.3%	\$45,776.10	7.3%	\$52,904.10	11.2%	36.8%	9.0
5	Administrative Clerk-Temp/PT	\$38,214.06	2.4%	\$45,125.04	8.6%	\$52,036.02	12.7%	36.1%	9.0
6	Administrative Support Specialist	\$42,237.94	2.3%	\$50,960.85	5.1%	\$59,683.75	7.0%	41.4%	12.0
7	Animal Services Officer	\$41,528.66	-11.4%	\$49,864.13	-7.7%	\$58,199.61	-5.2%	40.2%	11.0
8	Assistant City Manager	\$134,579.12	4.8%	\$166,823.11	5.0%	\$199,067.10	5.1%	48.1%	10.0
9	Asst. Director of Public Works	\$114,517.75	-26.6%	\$142,073.64	-26.3%	\$169,629.53	-26.1%	48.4%	8.0
10	Building Inspector	\$52,086.30	1.1%	\$62,231.51	4.9%	\$72,376.72	7.4%	39.1%	12.0
11	Building Official	\$94,534.14	-27.1%	\$115,183.40	-24.7%	\$135,832.66	-23.0%	43.9%	8.0
12	Chief of Police	\$135,648.30	-12.1%	\$165,853.09	-9.9%	\$196,057.89	-8.4%	44.6%	9.0
13	City Manager	\$199,417.04	-10.2%	\$225,783.69	-0.5%	\$252,150.35	6.1%	26.5%	7.0
14	City Planner	\$64,370.85	4.5%	\$78,830.15	5.9%	\$93,289.45	6.8%	44.9%	7.0
15	City Secretary	\$88,362.90	-18.8%	\$105,348.09	-14.0%	\$122,333.28	-10.8%	38.5%	11.0
16	Civilian Investigator	\$75,977.40	-30.7%	\$87,711.22	-21.5%	\$99,445.04	-15.3%	30.8%	6.0
17	Code Compliance Officer	\$47,088.39	1.3%	\$56,780.32	4.2%	\$66,472.25	6.1%	41.3%	14.0
18	Court Administrator	\$73,298.87	-32.5%	\$90,740.66	-32.0%	\$108,182.46	-31.7%	47.7%	11.0
19	Court Clerk	\$42,798.06	1.0%	\$51,180.53	4.7%	\$59,563.01	7.2%	39.2%	12.0
20	Custodian/Maintenance Worker	\$36,119.09	-1.8%	\$43,214.40	3.4%	\$50,309.72	6.8%	39.5%	12.0
21	Deputy City Secretary	\$63,975.00	-27.6%	\$76,503.76	-22.9%	\$89,032.53	-19.7%	39.5%	8.0
22	Director of Finance	\$128,826.84	-6.4%	\$157,529.93	-4.3%	\$186,233.03	-2.9%	44.7%	13.0
23	Director of HR & Communication	\$124,535.20	-12.8%	\$153,634.15	-12.0%	\$182,733.11	-11.5%	46.9%	11.0
24	Director of Public Works & Eng	\$126,993.37	-15.0%	\$156,055.66	-13.8%	\$185,117.95	-12.9%	45.8%	14.0
25	GIS Technician	\$54,828.63	0.9%	\$67,025.80	2.5%	\$79,222.97	3.5%	44.6%	9.0
26	Human Resources Generalist	\$58,702.89	12.9%	\$71,250.73	14.9%	\$83,798.57	16.2%	42.9%	10.0
27	Infrastructure Inspector	\$57,432.54	6.0%	\$68,868.28	9.2%	\$80,304.02	11.4%	40.1%	10.0
28	Police Lieutenant	\$105,928.42	-18.7%	\$116,579.54	-9.9%	\$127,230.65	-3.4%	20.4%	8.0
29	Police Sergeant	\$90,004.56	-11.5%	\$100,198.28	-4.4%	\$110,391.99	0.8%	22.8%	14.0
30	IT Manager	\$89,741.77	14.6%	\$108,644.05	16.8%	\$127,546.34	18.2%	42.1%	9.0
31	IT Network Specialist	\$58,174.58	4.8%	\$70,392.43	7.2%	\$82,610.29	8.9%	42.1%	9.0
32	Maintenance Lead	\$48,671.36	-7.2%	\$58,034.11	-2.9%	\$67,396.86	0.0%	38.5%	11.0
33	Maintenance Supervisor	\$62,256.70	3.0%	\$75,162.58	5.7%	\$88,068.47	7.5%	41.5%	12.0
34	Maintenance Technician	\$40,299.10	-2.9%	\$47,902.80	3.0%	\$55,506.49	6.9%	37.7%	11.0
35	Manager of Engineering Service	\$98,612.93	-3.5%	\$119,791.80	-1.3%	\$140,970.66	0.3%	43.2%	6.0
36	Mechanic	\$46,080.16	12.5%	\$54,590.18	16.5%	\$63,100.20	19.3%	37.0%	8.0
37	Multimedia Comms. Officer	\$59,720.79	11.4%	\$72,640.26	13.2%	\$85,559.73	14.5%	43.5%	8.0
38	Payroll & AP Specialist	\$50,279.11	-10.7%	\$60,414.96	-7.1%	\$70,550.80	-4.7%	40.6%	12.0
39	Police Corporal	\$80,118.73	-18.3%	\$90,436.87	-12.3%	\$100,755.01	-7.9%	26.0%	5.0
40	Police Officer	\$66,756.45	-11.6%	\$77,629.38	-9.1%	\$88,502.31	-7.3%	32.4%	14.0
41	Police Sergeant	\$90,004.56	-11.5%	\$100,198.28	-4.4%	\$110,391.99	0.8%	22.8%	14.0
42	Procurement Manager	\$81,150.97	-14.6%	\$99,203.52	-12.8%	\$117,256.08	-11.6%	44.6%	8.0
43	Project Manager	\$76,816.77	-8.5%	\$92,956.05	-5.7%	\$109,095.33	-3.8%	42.1%	7.0
44	School Resource Officer	\$67,380.51	-12.6%	\$78,197.28	-9.9%	\$89,014.05	-7.9%	31.9%	11.0
45	Utilities Clerk	\$40,026.78	-2.2%	\$48,224.59	2.3%	\$56,422.40	5.3%	41.0%	9.0
46	Utility Technician	\$42,578.52	-8.7%	\$51,445.61	-4.2%	\$60,312.70	-1.2%	41.8%	9.0
47	Wastewater Supervisor	\$62,402.85	11.9%	\$75,983.02	13.6%	\$89,563.19	14.8%	43.7%	8.0
48	Water Supervisor	\$62,402.85	11.9%	\$75,983.02	13.6%	\$89,563.19	14.8%	43.7%	8.0
49	Water/Wastewater Operator II	\$47,395.53	-4.4%	\$58,214.81	-3.2%	\$69,034.09	-2.4%	45.9%	7.0
50	Water/Wastewater Operator III	\$51,012.63	-6.9%	\$62,570.91	-5.6%	\$74,129.18	-4.7%	45.7%	5.0
Overall Average			-5.8%		-2.4%		-0.1%	39.9%	9.6
Outliers Removed*			-5.8%		-2.4%		-0.1%	39.9%	9.6

4.2 SALARY SURVEY RESULTS

Market Minimums

It is important to assess where an organization is relative to its market minimum salaries, as they are the beginning salaries of employees with minimal qualifications for a given position. Organizations that are significantly below market may experience recruitment challenges with entry-level employees. As seen in **Exhibit 4C**, the City is currently 5.9 percent below the market average minimum, when considering positions with sufficient responses. The City's benchmark positions ranged from 32.5 percent below to 14.6 percent above the market minimum.

The following points are regarding the City's position relative to the market average minimum:

- Of the 50 benchmarked positions, 31 were below market, averaging 13.1 percent below. These 31 classifications represent 62.0 percent of the surveyed positions that met the criteria for inclusion.
- Of the 31 positions below market, 11 were more than 15 percent below the average market minimum. These positions are displayed in **Exhibit 4D**.

EXHIBIT 4D CLASSIFICATIONS MORE THAN 15 PERCENT BELOW THE MINIMUM

Classification	% Diff
Court Administrator	-32.5%
Civilian Investigator	-30.7%
Deputy City Secretary	-27.6%
Building Official	-27.1%
Asst. Director of Public Works	-26.6%
City Secretary	-18.8%
Police Lieutenant	-18.7%
Police Corporal	-18.3%
Accounting Manager	-15.8%
Director of Public Works & Eng	-15.0%

- Of the 50 benchmarked positions, 19 were above the market, averaging 5.9 percent above. These 19 classifications represent 38.0 percent of the surveyed positions that met the criteria for inclusion.
- Of the 19 positions above market, six were more than 10 percent above the average market minimum. These positions are displayed in **Exhibit 4E**.



EXHIBIT 4E
CLASSIFICATIONS MORE THAN 10 PERCENT ABOVE THE MINIMUM

Classification	% Diff
IT Manager	14.6%
Human Resources Generalist	12.9%
Mechanic	12.5%
Wastewater Supervisor	11.9%
Water Supervisor	11.9%
Multimedia Comms. Officer	11.4%

Market Midpoints

The market midpoint is exceptionally important to analyze, as it is often considered the closest estimation of market average compensation. As seen in **Exhibit 4C**, the City is currently 2.3 percent below the market average midpoint, when considering positions with sufficient responses. The City's benchmark positions ranged from 32.0 percent below to 16.8 percent above at the market midpoint.

The following points are regarding the City's position relative to the market average midpoint:

- Of the 50 benchmarked positions, 27 were below the market, averaging 11.1 percent below. These 27 classifications represent 54.0 percent of the surveyed positions that met the criteria for inclusion.
- Of the 27 positions below market, five were more than 15 percent below the average market minimum. These positions are displayed in **Exhibit 4F**.

EXHIBIT 4F
CLASSIFICATIONS MORE THAN 15 PERCENT BELOW THE MIDPOINT

Classification	% Diff
Court Administrator	-32.0%
Asst. Director of Public Works	-26.3%
Building Official	-24.7%
Deputy City Secretary	-22.9%
Civilian Investigator	-21.5%

- Of the 50 benchmarked positions, 23 were above the market, averaging 8.0 percent above. These 23 classifications represent 46.0 percent of the surveyed positions that met the criteria for inclusion.
- Of the 23 positions above market, seven were more than 10 percent above the average market midpoint. These positions are displayed in **Exhibit 4G**.



EXHIBIT 4G
CLASSIFICATIONS MORE THAN 10 PERCENT ABOVE THE MIDPOINT

Classification	% Diff
IT Manager	16.8%
Mechanic	16.5%
Human Resources Generalist	14.9%
Wastewater Supervisor	13.6%
Water Supervisor	13.6%
Multimedia Comms. Officer	13.2%

Market Maximums

The pay range maximum averages, and how they compare to the City's, are also detailed in **Exhibit 4C**. As seen in **Exhibit 4C**, the City is currently 0.1 percent above the market average maximum, when considering positions with sufficient responses. The City's benchmark positions ranged from 31.7 percent below to 19.3 percent above the market maximum.

The following points are regarding the City's position relative to the market average maximum:

- Of the 50 benchmarked positions, 23 were below market, averaging 10.3 percent below. These 23 classifications represent 54.0 percent of the surveyed positions that met the criteria for inclusion.
- Of the 23 positions below market, five were more than 15 percent below the average market maximum. These positions are displayed in **Exhibit 4H**.

EXHIBIT 4H
CLASSIFICATIONS MORE THAN 15 PERCENT BELOW THE MAXIMUM

Classification	% Diff
Court Administrator	-31.7%
Asst. Director of Public Works	-26.1%
Building Official	-23.0%
Deputy City Secretary	-19.7%
Civilian Investigator	-15.3%

- Of the 50 benchmarked positions, 27 were above the market, averaging 9.0 percent above. These 27 classifications represent 54.0 percent of the surveyed positions that met the criteria for inclusion.
- Of the 27 positions above the market, 10 were more than 10 percent above the average market maximum. These positions are displayed in **Exhibit 4I**.



EXHIBIT 4I
CLASSIFICATIONS MORE THAN 10 PERCENT ABOVE THE MAXIMUM

Classification	% Diff
Mechanic	19.3%
IT Manager	18.2%
Human Resources Generalist	16.2%
Wastewater Supervisor	14.8%
Water Supervisor	14.8%
Multimedia Comms. Officer	14.5%
Administrative Clerk-Temp/PT	12.7%
Infrastructure Inspector	11.4%
Administrative Clerk	11.2%

4.3 SALARY SURVEY CONCLUSION

The standing of individual classifications pay range relative to the market should not be considered a definitive assessment of actual employee salaries being similarly above or below the market; however, such differentials can, in part, explain symptomatic issues with recruitment and retention of employees.

The main summary points of the market study are as follows:

- The City's pay ranges are approximately 5.8 percent below the market minimum.
- The City's pay ranges are approximately 2.4 percent below the market midpoint.
- The City's pay ranges are approximately 0.1 percent below the market maximum.
- The City's pay range spread is approximately 47.7 percent, while its peers' pay range spread is 39.9 percent. That means that the City's salary scale is wider than its peers. As a result, even though the City is slightly below the average compared to the market at the minimum, because it has a wider spread it catches up to its peers at the higher end of the spectrum and surpasses the market by a few percentage points at the maximum.

The results of the market summary chapter are pivotal in the formulation of recommendations by Evergreen Solutions. By establishing the City's market position relative to its peers, Evergreen is better able to propose recommendations that enable the City to occupy its desired competitive position.



Classification and Compensation Study Fair Oaks Ranch, TX

Market Summary and Position



**Presented by:
Karl Fuchs, JM**



July 3, 2025

Overview

- Study Goals
- Project Phases
- Current System Findings
- Market Results
- Market Position

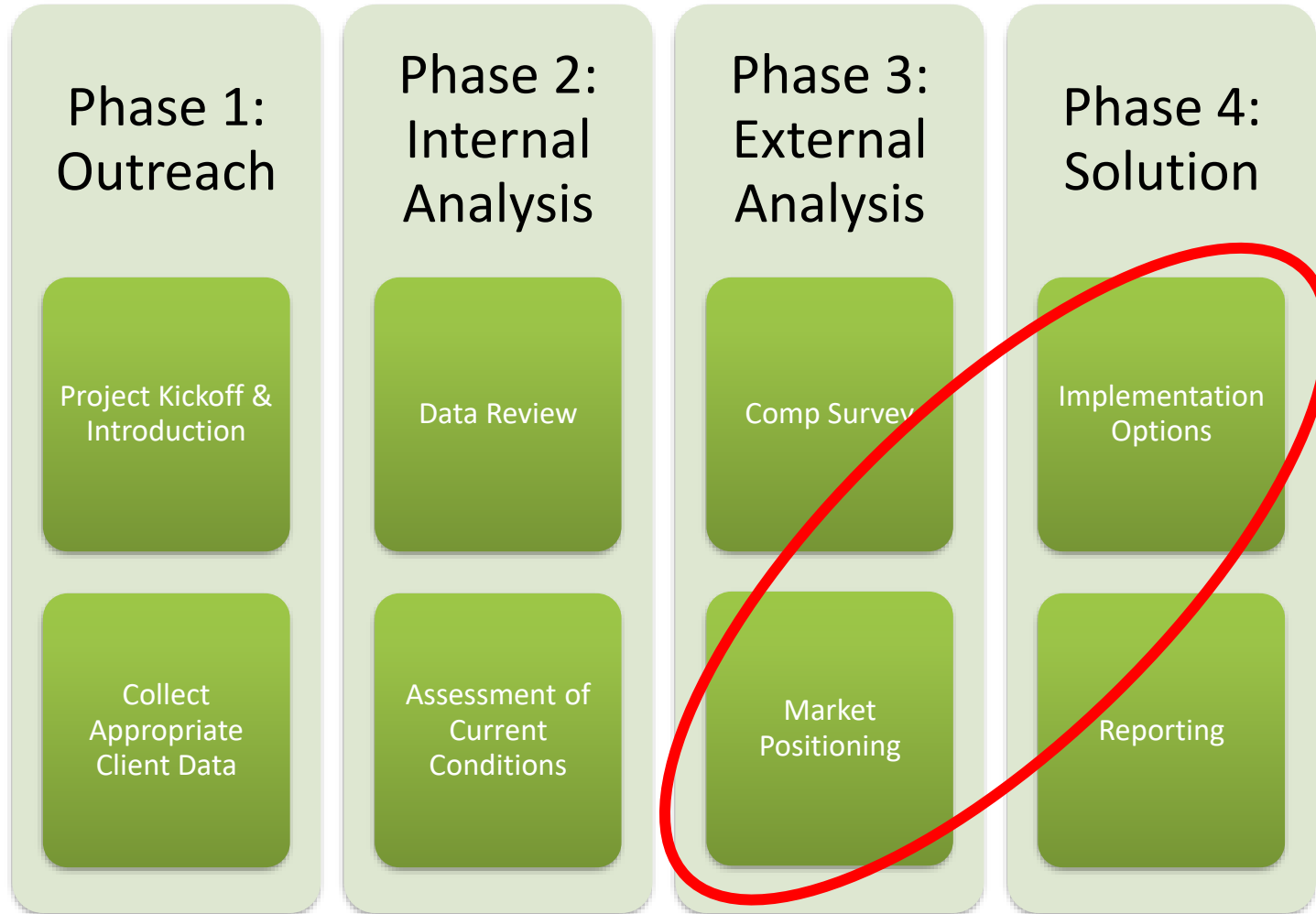


Study Goals

- Review current classification and compensation system to ensure internal equity.
- Conduct a market survey of up to 20 peer organizations to ensure external equity.
- Produce recommendations to provide the organization with a classification and compensation system that is equitable both internally and externally.
- Identify a competitive market position for the City to maintain.



Project Phases



Proposal Methodology

- Comparators are similar in:
 - Number of residents & employees
 - Operating budget
 - Total tax rate
 - Per capita income
 - Identity



Approved Market Peers

Target	Population	Distance (Miles)	FTE Count	Per Capita Income	Total Tax Rate	Budget	COL
Cities							
Fair Oaks Ranch	11,406	0	85.00	\$ 84,981	0.2853	\$ 28,706,312	100.1
Alamo Heights	7,466	27	104.00	\$ 95,001	0.3701	\$ 23,117,976	100.1
Bee Cave	8,621	85	66.00	\$ 90,122	0.0200	\$ 13,157,275	106.6
Boerne	21,774	8	320.25	\$ 44,880	0.4716	\$ 138,000,000	111.0
Bulverde	6,970	20		\$ 46,350	0.2298	\$ 9,464,300	111.0
Flower Mound*	79,445	287	729.00	\$ 68,823	0.3872	\$ 276,786,712	104.0
Heath*	11,238	304	75.50	\$ 107,255	0.2903	\$ 10,525,700	103.2
Helotes	9,952	17	84.00	\$ 53,037	0.3100	\$ 10,461,575	100.1
Kyle	62,548	66	433.00	\$ 36,546	0.4693	\$ 282,642,793	94.8
New Braunfels	110,958	40	897.00	\$ 44,460	0.4089	\$ 388,838,475	98.9
San Antonio	1,495,295	26	13839.00	\$ 32,983	0.5416	\$ 3,956,628,529	100.1
San Marcos	71,569	63	941.91	\$ 26,576	0.6030	\$ 342,578,537	94.8
Schertz	43,239	35	488.00	\$ 41,418	0.4900	\$ 132,189,127	96.0
Seguin	36,013	60		\$ 31,915	0.5125	\$ 207,675,748	96.0
Selma	11,748	32		\$ 43,427	0.1879	\$ 30,315,012	100.1
Shavano Park	3,784	25	51.00	\$ 111,913	0.3127	\$ 6,900,000	100.1
Southlake	31,137	282	585.00	\$ 117,219	0.3050	\$ 149,279,451	111.0
Terrell Hills	5,059	30	50.00	\$ 110,935	0.3547	\$ 7,900,266	100.1
Trophy Club*	13,666	290	94.78	\$ 85,826	0.4155	\$ 38,623,779	101.5
University Park	24,954	280		\$ 111,757	0.2299	\$ 42,377,197	109.2
Counties							
Kendall	51,828	0	355.00	\$ 57,181	0.3827	\$ 93,265,801	111.0



Market Results

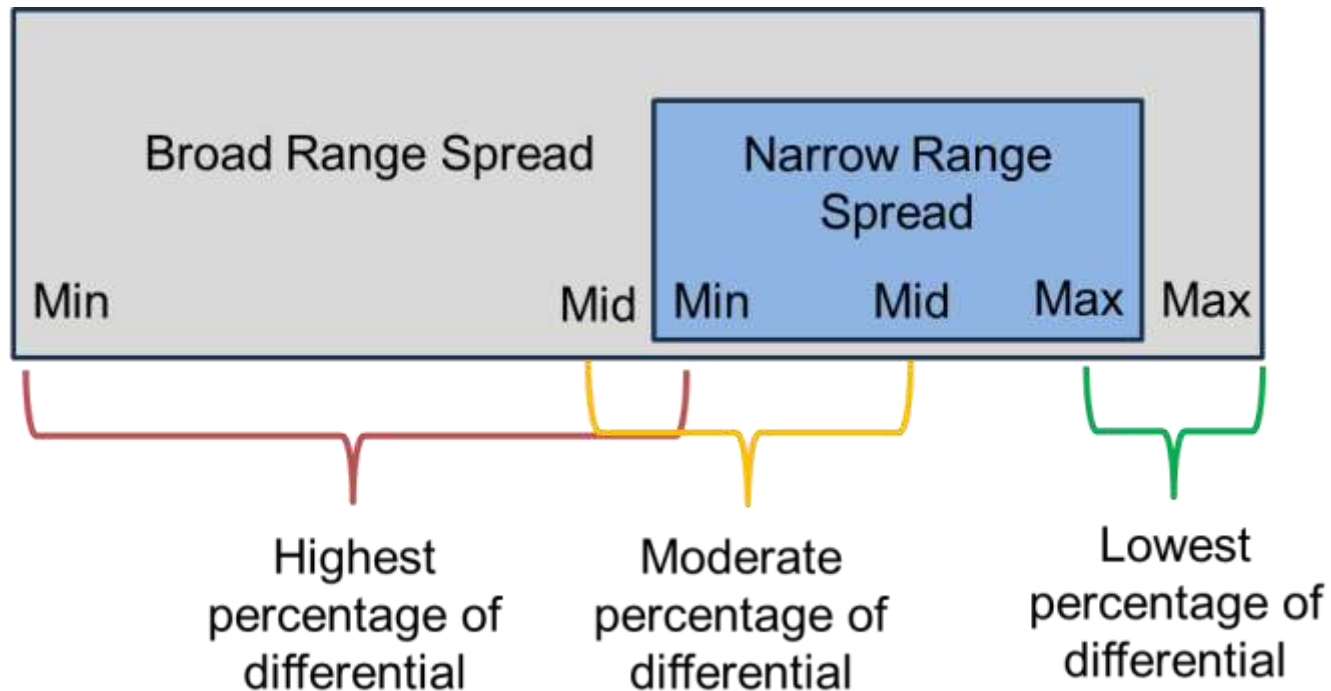
Adjusted Average Results (50 th Percentile of Market)			Adjusted Results (66 th Percentile of Market)		
Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
-5.8%	-2.4%	-0.1%	-11.3%	-6.7%	-4.1%

- A negative differential indicates the City is behind at that market position on average. This analysis applies to the pay plan and classification ranges not individual employee salaries.
- The results highlight the importance of range spread when comparing to the market.
- The response average range spread is 39.9% where the Fair Oaks Ranch average is 47.7%.



Market Results

Range spread effect on differentials



Market Results

- Overall Market Survey results are shown on **Exhibit 4C** of the draft Market Summary Chapter.
- Specific results at the grade minimum are shown on **Exhibit 4D and E** of the draft Market Summary Chapter.
- Specific results at the grade midpoint are shown on **Exhibit 4F and G** of the draft Market Summary Chapter.
- Specific results at the grade maximum are shown on **Exhibit 4H and I** of the draft Market Summary Chapter.



Market Position Options

Market Average of Peers (50th Percentile)

Market peers were identified and approved based on competitiveness in the City's immediate labor market or comparative metrics.

Estimated costs at market average of peers could range from \$130K - \$770K.

Advantages:

- Aligns Fair Oaks Ranch with the average of comparative and competitive peers. *Aligned with stated project goal*
- Approved market peers were carefully selected to reflect the City's demographic and fiscal profile.
- Represents a more sustainable investment for the City's long-term financial planning.

Disadvantages:

- Represents a reduction from the City's prior benchmark target (66th percentile), which may carry a negative connotation.
- Results in more moderate salary adjustments.



Market Position Options

Top Third of Market Average of Peers (66th Percentile)

Market peers were identified and approved based on competitiveness in the City's immediate labor market or comparative metrics.

Estimated costs at top third of market peers could range from \$240K - \$1.05M

Advantages:

- Positions Fair Oaks Ranch above the average of its market peers.
- Enhances competitiveness for talent attraction and retention.

Disadvantages:

- Requires a higher investment.
- Increases financial obligations in future years to maintain alignment.



Thank You!

Karl Fuchs, JM, Senior Consultant
Evergreen Solutions, LLC

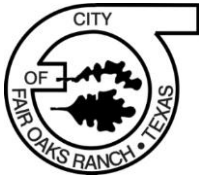
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CITY COUNCIL WORKSHOP

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: FY 2025-26 Budget Workshop: Municipal Court, Capital and Strategic Projects, and Utilities

DATE: July 3, 2025

DEPARTMENT: Finance, Municipal Court, and Utilities

PRESENTED BY: Summer Fleming, CGFO, Director of Finance
Ricardo Bautista, Municipal Court Administrator
Grant Watanabe, P.E., CFM, Director of Public Works & Engineering Services

INTRODUCTION/BACKGROUND:

This is the third budget workshop for developing the FY 2025-26 Budget, focusing on the proposed budgets for the Municipal Court, Utility Fund, and Capital and Strategic Projects. Workshops ensure that the City Council and the public are informed about the proposed budget and have a chance to participate in its development. The workshops are designed to produce actionable outcomes, such as revised budget proposals or adjustments to service priorities, based on Council's feedback and direction.

This workshop completes the presentation of all proposed budgets for FY 2025-26 to Council. Future workshops will consider the calculated tax rate and any requests that result from the compensation study and IT master plan.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

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

LONGTERM FINANCIAL & BUDGETARY IMPACT:

General Fund Budget Overview:

The proposed FY 2025-26 General Fund budget projects total revenues of \$10.97 million, reflecting a 4.8% increase in property tax revenue and a 2.2% increase in sales tax revenue. Operating expenditures are proposed at \$10.25 million, an increase of 3.8% over the prior year. However, total expenditures—including capital and transfers—are decreasing slightly by 0.04%, or \$4,120.

The resulting budget surplus of \$263,962 is primarily allocated to support the City's operating reserve target of 50% of annual operating expenditures. With this budget, the unassigned fund balance is projected at \$2.57 million.

Municipal Court Department Summary:

The proposed Municipal Court Department budget totals \$268,531 and is supported solely by the General Fund. Personnel costs comprise 64% of the department's budget, while services account for 29%. The overall department budget is increasing by 1.6% due to increased personnel costs being offset with a decrease in professional services. New budget requests include the use of restricted fund balances that are legally dedicated for specific purposes. In this case, the proposed budget utilizes restricted funds set aside for Court Security, Court Technology, and the Local Youth Diversion program, ensuring all expenditures align with their intended use.

Combined Utility Fund Budget Overview:

The proposed Utility Fund budget includes \$6.24 million in operating revenues to support \$6.09 million in operating expenditures, resulting in an operating income of \$142,350 before depreciation. Non-operating revenues are projected at \$2.23 million, primarily from impact fees, capital reserve fees, debt service fees, and interest earnings. After accounting for capital expenditures and debt service, the proposed budget reflects a \$588,851 increase in the Utility Fund's net position.

Total operating expenses are increasing by 8% compared to last year's budget, which includes a 4.5% increase in personnel wages. The proposed budget also includes new investments in utility infrastructure, one-time improvements to meet TCEQ requirements, continued contributions to reserves for future replacement of utility vehicles and equipment and maintains an operating reserve equal to 8 months of expenses.

Key budget additions include the following:

- Sewer manhole rehabilitation - \$100,000
- Replacement water plant flow meters - \$111,240
- Replacement firewall for SCADA system - \$35,000
- Replacement of three well pumps (if needed) - \$150,000
- Replacement mini excavator - \$62,698

Governmental Funds

	General Fund	SAP	Equip Repl	Debt Service	Bond Capital Fund	TOTAL GOVERNMENTAL
Beginning Fund Balance Projected	7,677,610	339,235	1,536,604	29,479	2,405,029	11,987,957
<u>Revenues:</u>						
Taxes	8,834,710			1,205,750		10,040,460
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
Bond Proceeds					-	-
Utility Revenues						-
Transfers from other Funds	133,135	-	359,500			492,635
Total Revenues	11,110,188	-	359,500	1,213,250	120,000	12,802,938
<u>Expenditures:</u>						
Personnel	6,241,248					6,241,248
Supplies, Maintenance & Operations	1,362,591				-	1,362,591
Professional Services	2,351,114	100,000				2,451,114
Shared Services	297,671					297,671
Capital Outlay	234,103	36,000			2,329,113	2,599,216
Debt Service	-			1,213,250		1,213,250
Transfers & Non-Cash Adjustments	359,500		133,135			492,635
Total Expenditures	10,846,226	136,000	133,135	1,213,250	2,329,113	14,657,724
Revenues Over/(Under) Expenditures	263,962	(136,000)	226,365	-	(2,209,113)	(1,854,786)
Ending Fund Balance	7,941,572	203,235	1,762,969	29,479	195,916	10,133,170

GENERAL FUND PROJECTED FUND BALANCE					
Estimation of where Fund balances would be at 9/30/2026					
	FINAL 9/30/2024	2024-25 Projected closeout	9/30/2025 Projected Balance	2025-26 Budget Closeout	9/30/2026 Projected Balance
Non-spendable	85,344	-	85,344	-	85,344
Restricted					-
Court Technology	21,707	(6,823)	14,884	(1,125)	13,759
Court Security Building	17,531	500	18,031	(1,750)	16,281
Court Efficiency	1,681	400	2,081	450	2,531
Local Youth Diversion Fund	21,534	4,700	26,234	1,250	27,484
Court Jury Fund	281	120	401	150	551
Felony Forfeiture	43,275	-	43,275	(21,600)	21,675
Lease Training	20,239	1,189	21,428	(8,100)	13,328
PEG Fees	4,319	-	4,319	-	4,319
Total Restricted	130,566	86	130,652	(30,725)	99,927
Committed	-	-	-		
Assigned					
Tree Mitigation	149,600	(49,600)	100,000	(42,850)	57,150
Operating Reserve	4,738,119	110,000	4,848,120	275,024	5,123,144
	4,887,719	60,400	4,948,120	232,174	5,180,294
-					
Allocated	381,238	(381,238)	-	-	-
Unallocated	2,183,923	329,572	2,513,495	62,513	2,576,008
	2,565,161	(51,666)	2,513,495	62,513	2,576,008
General Fund Balance	7,668,789	8,820	7,677,610	263,962	7,941,572

STRATEGIC PROJECTS FUND					
	FINAL	2024-25	9/30/2025	2025-26	9/30/2026
	<u>9/30/2024</u>	Projected	Projected	Budget	Projected
		<u>closeout</u>	<u>Balance</u>	<u>Closeout</u>	<u>Balance</u>
Assigned	2,297,490	(1,958,256)	339,235	(136,000)	203,235

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

DEBT SERVICE FUND					
	FINAL	2024-25	9/30/2025	2025-26	9/30/2026
	<u>9/30/2024</u>	Projected	Projected	Budget	Projected
		<u>closeout</u>	<u>Balance</u>	<u>Closeout</u>	<u>Balance</u>
Restricted	104,949	(75,469)	29,479	-	29,479

BOND CAPITAL FUND					
	FINAL	2024-25	9/30/2025	2025-26	9/30/2026
	<u>9/30/2024</u>	Projected	Projected	Budget	Projected
		<u>closeout</u>	<u>Balance</u>	<u>Closeout</u>	<u>Balance</u>
Restricted	3,596,650	(1,191,621)	2,405,029	(2,209,113)	195,916

Revenue Type	2022-23 Actual	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Proposed	Budget vs Budget	Budget vs Budget %	Budget vs PY Projected
General Fund Revenue Detail								
Taxes								
General Property	6,410,186	6,744,102	6,557,107	6,635,772	6,869,438	312,331	4.8%	233,666
Delinquent Property	26,865	47,128	30,000	40,000	30,000	-	0.0%	(10,000)
Penalty & Interest	22,965	22,732	25,000	25,000	25,000	-	0.0%	-
Mixed Beverage	27,984	28,961	25,000	25,000	25,000	-	0.0%	-
Local Sales	1,104,090	1,192,216	1,230,148	1,226,195	1,256,848	26,700	2.2%	30,653
Street Maintenance	276,023	298,054	307,537	306,549	314,212	6,675	2.2%	7,663
Property Reduction	276,023	298,054	307,537	306,549	314,212	6,675	2.2%	7,663
Total Taxes	8,144,135	8,631,247	8,482,329	8,565,064	8,834,710	352,381	4.2%	269,646
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	460,000	470,000	-	0.0%	10,000
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	35,508	34,000	-	0.0%	(1,508)
Garbage Recycling	-	-	750	-	-	(750)	-100.0%	-
Total Franchise Fees	748,401	743,231	762,350	747,558	766,780	4,430	0.6%	19,222
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	5,000	1,000	(4,000)	-80.0%	(4,000)
Remodeling/Additions	22,312	30,950	20,000	46,000	30,000	10,000	50.0%	(16,000)
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	189,400	144,200	(24,000)	-14.3%	(45,200)
Animal Control								
Pet Licenses	985	1,050	1,000	1,250	1,000	-	0.0%	(250)
Pet Impound/Quarantine	430	1,334	495	495	495	-	0.0%	-
Total Animal Control	1,415	2,384	1,495	1,745	1,495	-	0.0%	(250)
Fines & Forfeitures								
Municipal Court Fines	191,267	174,829	190,000	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	311,149	302,743	10,378	3.5%	(8,406)
Special Fees	11,888	30,749	25,000	60,000	35,000	10,000	40.0%	(25,000)
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	410,299	377,893	17,478	4.8%	(32,406)

Revenue Type	2022-23 Actual	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Proposed	Budget vs Budget	Budget vs Budget %	Budget vs PY Projected
Miscellaneous								
Miscellaneous	121,167	117,343	127,280	125,780	127,500	220	0.2%	1,720
City Event Sponsorships	850	1,480	1,200	-	-	(1,200)	-100.0%	-
Sale of Assets	16,931	-	-	-	-	-	0.0%	-
Other Sources - SBITAs	193,012	202,767	-	-	-	-	0.0%	-
Donations/Grants	310,696	141,826	88,600	293,440	68,600	(20,000)	-22.6%	(224,840)
School Guard Crossing Fund	12,391	15,729	13,500	13,500	13,500	-	0.0%	-
Lease Proceeds	1,576	4,234	1,900	4,189	1,900	-	0.0%	(2,289)
Police Seized Proceeds	54,677	-	-	-	-	-	0.0%	-
Total Miscellaneous	711,301	483,379	232,480	436,909	211,500	(20,980)	-9.0%	(225,409)
Transfers								
Project Allocations	-	-	98,585	-	-	(98,585)	-100.0%	-
Capital Replacement	303,067	222,254	56,700	56,700	133,135	76,435	134.8%	76,435
Total Transfers	303,067	222,254	155,285	56,700	133,135	76,435	49.2%	76,435
Total Resources	11,244,436	11,708,991	10,819,854	11,095,775	11,110,188	388,919	3.6%	14,413

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	4,472,001	4,875,563	157,952	3.3%	403,562
Overtime	100,443	96,126	43,747	52,507	45,502	1,755	4.0%	(7,005)
Taxes - Social Security	239,701	243,932	293,933	272,639	303,665	9,732	3.3%	31,026
Taxes - Medicare	56,688	57,255	69,039	64,034	71,355	2,316	3.4%	7,321
Taxes SUTA/FUTA	568	7,307	7,325	7,325	3,945	(3,380)	-46.1%	(3,380)
Workers Compensation	108,385	106,300	78,598	68,290	73,271	(5,327)	-6.8%	4,981
Retirement	482,728	499,753	607,278	567,994	625,730	18,452	3.0%	57,736
Health Insurance	567,474	472,948	655,651	544,154	594,707	(60,944)	-9.3%	50,553
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	-	-	-	-	(110,000)	(110,000)	0.0%	(110,000)
Total Personnel Costs	5,502,505	5,471,574	6,247,754	6,091,982	6,241,248	(6,506)	-0.1%	259,266
Supplies, Maintenance & Operations								
Supplies and Consumables	30,367	35,507	33,275	35,275	35,575	2,300	6.9%	300
Minor Equipment and Furniture	37,741	63,131	71,850	81,252	58,245	(13,605)	-18.9%	(23,007)
Fuel	74,201	72,884	66,500	63,000	66,500	-	0.0%	3,500
Uniforms	30,013	24,569	30,905	39,632	55,380	24,475	79.2%	15,748
Miscellaneous	-	-	-	-	-	-	0.0%	-
Vehicle Maintenance/Repairs	27,828	34,032	35,880	35,880	38,880	3,000	8.4%	3,000
Equipment Maintenance/Repairs	17,632	15,170	15,500	15,500	17,500	2,000	12.9%	2,000
Building Maintenance/Repairs	76,344	59,324	28,063	28,063	57,161	29,098	103.7%	29,098
Landscaping & Greenspace Maintenance	1,712	3,539	5,500	17,461	5,500	-	0.0%	(11,961)
Street Maintenance	894,353	792,144	930,000	951,257	945,000	15,000	1.6%	(6,257)
Drainage Work	4,940	5,919	20,000	20,000	20,000	-	0.0%	-
Committees - Communications	82	-	500	500	500	-	0.0%	-
Committees - Planning & Zoning	-	248	500	500	500	-	0.0%	-
Committee - Board of Adjustments	-	-	500	500	500	-	0.0%	-
Committee - Audit	-	-	500	-	500	-	0.0%	500
Urban Wildlife	-	720	500	500	500	-	0.0%	-

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Committee - Transportation Safety Advisory	-	-	-	-	500	500	0.0%	500
Court Technology	-	1,529	10,823	10,823	5,500	(5,323)	-49.2%	(5,323)
Court Security	-	43,658	4,500	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	1,354,743	1,362,591	57,195	4.38%	7,848
Services								
Professional Services	1,298,848	1,398,312	1,371,499	1,510,625	1,625,836	254,337	18.5%	115,211
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	116,293	129,810	8,695	7.2%	13,517
Meetings and Related Travel	7,738	5,967	22,590	14,590	22,663	73	0.3%	8,073
Elections	21,306	32,687	32,000	32,000	32,000	-	0.0%	-
Investigations	4,677	6,823	6,000	6,000	7,500	1,500	25.0%	1,500
Lease Training	-	-	3,000	3,000	10,000	7,000	233.3%	7,000
Asset Forfeiture	22,954	-	-	-	21,600	21,600	0.0%	21,600
Public Relations	50,927	52,166	69,100	69,100	62,250	(6,850)	-9.9%	(6,850)
Employee Appreciation	14,420	14,800	14,760	14,860	15,905	1,145	7.8%	1,045
Employment Costs	2,738	2,795	2,675	5,375	2,675	-	0.0%	(2,700)
Recording/Reporting/History	8,651	12,037	10,000	10,000	10,000	-	0.0%	-
Tech/Internet/Software	150,471	172,186	381,288	388,771	384,706	3,419	0.9%	(4,064)
Total Services Costs	1,655,667	1,793,865	2,053,493	2,190,601	2,351,114	297,621	14.49%	160,513
Shared Services								
Facility Contracts & Services	67,745	30,710	102,470	106,080	102,930	460	0.4%	(3,150)
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	276,201	297,671	24,080	8.80%	21,470

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	470,607	234,103	7,128	3.1%	(236,504)
Leases and SBITA's	86,078	118,852	-	-	-	-	0.0%	-
Transfer to Debt Service Fund 06	-	-	-	-	-	-	0.0%	-
Transfer to SAP Fund 02	3,442,995	813,526	370,000	594,840	-	(370,000)	-100.0%	(594,840)
Transfer to Equip Repl Fund 31	354,495	301,945	373,138	373,138	359,500	(13,638)	-3.7%	(13,638)
Total Capital Outlay & Transfers Costs	4,403,388	2,041,958	970,113	1,438,585	593,603	(376,510)	-38.81%	(844,982)
Total Departmental Budget	13,396,006	10,657,243	10,850,347	11,352,112	10,846,226	(4,120)	-0.04%	(395,886)

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	500	-	0.0%	-
Committees - Planning & Zoning	-	248	500	500	500	-	0.0%	-
Committee - Board of Adjustments	-	-	500	500	500	-	0.0%	-
Committee - Audit	-	-	500	-	500	-	0.0%	500
Urban Wildlife	-	720	500	500	500	-	0.0%	-
Committee-Transportation Safety Advisory	-	-	-	-	500	500	0.0%	500
Total Supplies, Maintenance & Operations Costs	348	1,252	2,850	2,350	3,350	500	17.5%	1,000
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	7,000	7,000	-	0.0%	-
Meetings and Related Travel	3,642	2,298	11,800	5,800	11,800	-	0.0%	6,000
Public Relations	586	235	5,250	5,250	5,250	-	0.0%	-
Total Services Costs	7,295	5,249	27,295	21,330	27,350	55	0.2%	6,020
Total Departmental Budget	7,643	6,500	30,145	23,680	30,700	555	1.8%	7,020

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	453,135	470,708	17,222	3.8%	17,573
Overtime	85	142	123	123	124	1	0.8%	1
Taxes - Social Security	23,236	18,155	26,853	26,425	27,752	899	3.3%	1,327
Taxes - Medicare	6,061	4,451	6,577	6,451	6,827	250	3.8%	376
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	58,310	59,866	2,008	3.5%	1,556
Health Insurance	29,177	22,969	33,434	39,290	42,007	8,573	25.6%	2,717
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	592,185	609,640	28,752	4.9%	17,455
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	125,000	105,000	-	0.0%	(20,000)
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	147,333	133,076	1,244	0.9%	(14,257)
						-		-
Total Departmental Budget	660,453	630,873	715,331	742,127	744,976	29,646	4.1%	2,849

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	175,195	175,879	8,205	4.9%	684
Taxes - Social Security	8,928	9,622	10,396	10,421	10,904	508	4.9%	483
Taxes - Medicare	2,088	2,250	2,431	2,437	2,550	119	4.9%	113
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	22,280	22,363	976	4.6%	83
Health Insurance	19,738	14,928	18,315	18,529	22,268	3,953	21.6%	3,739
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	202,231	208,402	220,800	229,411	234,442	13,642	6.2%	5,031
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	1,500	1,548	48	3.2%	48
Elections	21,306	32,687	32,000	32,000	32,000	-	0.0%	-
Employee Appreciation	129	-	100	100	100	-	0.0%	-
Recording/Reporting/History	8,651	12,037	10,000	10,000	10,000	-	0.0%	-
Tech/Internet/Software	-	4,128	10,930	12,280	13,300	2,370	21.7%	1,020
Total Services Costs	40,085	59,440	72,969	71,819	88,031	15,062	20.6%	16,212
Total Departmental Budget	243,831	270,071	295,019	302,480	323,623	28,604	9.7%	21,142

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	142,188	104,615	(31,793)	-23.3%	(37,573)
Taxes - Social Security	6,996	7,895	8,457	8,505	6,486	(1,971)	-23.3%	(2,019)
Taxes - Medicare	1,636	1,847	1,978	1,989	1,517	(461)	-23.3%	(472)
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	18,084	13,302	(4,097)	-23.5%	(4,782)
Health Insurance	10,083	9,236	10,998	10,912	6,636	(4,362)	-39.7%	(4,276)
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	150,887	169,222	175,711	182,111	132,828	(42,883)	-24.4%	(49,283)
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	51,250	-	(51,250)	-100.0%	(51,250)
Employee Appreciation	10,822	11,839	11,260	11,260	11,855	595	5.3%	595
Employment Costs	2,738	2,795	2,675	5,375	2,675	-	0.0%	(2,700)
Tech/Internet/Software	150	7,160	17,902	18,034	4,630	(13,272)	-74.1%	(13,404)
Total Services Costs	64,867	82,279	98,662	100,227	36,639	(62,023)	-62.9%	(63,588)
Total Departmental Budget	218,641	255,147	277,823	285,787	172,317	(105,506)	-38.0%	(113,470)

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
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	226,436	227,162	9,844	4.5%	726
Overtime	184	22	163	163	166	3	1.8%	3
Taxes - Social Security	10,797	10,794	13,484	13,241	14,094	610	4.5%	853
Taxes - Medicare	2,525	2,524	3,153	3,097	3,296	143	4.5%	199
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	28,836	28,905	1,165	4.2%	69
Health Insurance	30,166	26,552	35,063	34,353	32,471	(2,592)	-7.4%	(1,882)
Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
Total Personnel Costs	251,701	251,761	297,684	306,828	306,707	9,023	3.0%	(121)
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	89,285	102,210	11,425	12.6%	12,925
Dues/Subscriptions	673	573	605	605	615	10	1.7%	10
Training/Seminars & Related Travel	4,096	4,558	6,350	6,350	5,100	(1,250)	-19.7%	(1,250)
Meetings and Related Travel	12	32	400	400	400	-	0.0%	-
Employee Appreciation	200	324	250	250	250	-	0.0%	-
Tech/Internet/Software	-	299	10,083	11,583	11,648	1,566	15.5%	66
Total Services Costs	76,565	84,988	108,473	108,473	120,223	11,751	10.8%	11,751
Total Departmental Budget	329,737	338,347	408,207	417,350	428,980	20,774	5.1%	11,630

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	98,149	98,506	3,156	3.3%	357
Taxes - Social Security	5,039	5,250	5,912	5,701	6,107	195	3.3%	406
Taxes - Medicare	1,179	1,228	1,383	1,333	1,428	45	3.3%	95
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	12,482	12,525	363	3.0%	43
Health Insurance	12,725	12,840	15,083	11,698	10,584	(4,499)	-29.8%	(1,114)
Total Personnel Costs	116,344	122,451	130,213	129,660	129,410	(803)	-0.6%	(250)
Supplies, Maintenance & Operations								
Supplies and Consumables	87	142	200	200	200	-	0.0%	-
Minor Equipment and Furniture	247	1,927	200	200	200	-	0.0%	-
Uniforms	92	-	100	100	100	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	426	2,070	500	500	500	-	0.0%	-
Services								
Professional Services	909	440	2,000	114,000	2,000	-	0.0%	(112,000)
Dues/Subscriptions	88	175	388	388	430	43	11.0%	43
Training/Seminars & Related Travel	1,364	1,606	6,250	6,250	6,250	-	0.0%	-
Meetings and Related Travel	180	-	350	350	350	-	0.0%	-
Employee Appreciation	109	95	100	100	100	-	0.0%	-
Tech/Internet/Software	150,321	132,186	231,721	240,155	230,560	(1,161)	-0.5%	(9,595)
Total Services Costs	152,970	134,502	240,809	361,243	239,690	(1,118)	-0.5%	(121,552)
Shared Services								
Facility Contracts & Services	18,397	3,147	18,991	18,991	18,991	-	0.0%	-
Phone/Cable/Alarms	33,334	35,985	32,996	32,996	46,531	13,535	41.0%	13,535
Total Shared Services Costs	51,731	39,132	51,987	51,987	65,522	13,535	26.0%	13,535

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	207,564	222,815	27,000	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	650,018	462,122	11,614	2.6%	(187,896)

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	118,075	118,960	6,267	5.6%	885
Overtime	-	181	360	284	368	8	2.2%	84
Taxes - Social Security	5,615	5,931	7,009	6,535	7,398	389	5.6%	863
Taxes - Medicare	1,314	1,387	1,639	1,528	1,730	91	5.6%	202
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	15,056	15,173	753	5.2%	117
Health Insurance	27,723	24,749	29,484	29,284	29,198	(286)	-1.0%	(86)
Total Personnel Costs	149,698	154,207	166,083	171,207	173,191	7,108	4.3%	1,984
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	63,040	66,740	(6,300)	-8.6%	3,700
Dues/Subscriptions	155	131	800	800	400	(400)	-50.0%	(400)
Training/Seminars & Related Travel	2,513	1,458	6,650	6,650	9,250	2,600	39.1%	2,600
Meetings and Related Travel	96	206	300	300	300	-	0.0%	-
Employee Appreciation	50	100	100	100	100	-	0.0%	-
Total Services Costs	97,012	64,962	80,890	70,890	76,790	(4,100)	-5.1%	5,900
Total Departmental Budget	250,804	268,049	264,346	263,713	268,531	4,185	1.6%	4,818

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	2,129,315	2,389,067	56,982	2.4%	259,752
Overtime	84,341	81,177	36,239	42,384	36,532	293	0.8%	(5,852)
Taxes - Social Security	128,063	128,790	146,836	133,511	150,387	3,551	2.4%	16,876
Taxes - Medicare	29,950	30,121	34,341	31,225	35,171	830	2.4%	3,946
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	268,675	308,431	6,386	2.1%	39,756
Health Insurance	286,570	225,771	320,028	236,506	266,886	(53,142)	-16.6%	30,380
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	2,929,357	3,047,085	(6,591)	-0.2%	117,728
Supplies, Maintenance & Operations								
Supplies and Consumables	3,267	5,253	4,500	4,500	3,500	(1,000)	-22.2%	(1,000)
Minor Equipment and Furniture	14,684	37,777	40,150	43,150	38,445	(1,705)	-4.2%	(4,705)
Fuel	51,124	45,170	43,000	38,000	43,000	-	0.0%	5,000
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	134,007	149,325	22,045	17.3%	15,318
Services								
Professional Services	715,345	860,088	945,810	966,810	1,195,910	250,099	26.4%	229,099
Dues/Subscriptions	3,059	3,387	4,025	4,025	4,325	300	7.5%	300
Training/Seminars & Related Travel	21,098	24,000	27,300	27,300	23,300	(4,000)	-14.7%	(4,000)
Meetings and Related Travel	-	95	500	500	500	-	0.0%	-
Investigations	4,677	6,823	6,000	6,000	7,500	1,500	25.0%	1,500
Lease Training	-	-	3,000	3,000	10,000	7,000	233.3%	7,000
Asset Forfeiture	22,954	-	-	-	21,600	21,600	0.0%	21,600
Public Relations	6,674	8,380	12,600	12,600	8,200	(4,400)	-34.9%	(4,400)
Employee Appreciation	1,507	1,813	1,500	1,500	2,000	500	33.3%	500

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Tech/Internet/Software	-	10,202	74,158	74,158	66,604	(7,554)	-10.2%	(7,554)
Total Services Costs	775,314	914,789	1,074,893	1,095,893	1,339,939	265,045	24.7%	244,045
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	256,926	364,781	65,000	126,881	94,000	29,000	44.6%	(32,881)
Total Capital Outlay & Transfers Costs	256,926	364,781	65,000	126,881	94,000	29,000	44.6%	(32,881)
Total Departmental Budget	4,042,987	4,249,756	4,320,849	4,286,139	4,630,349	309,499	7.2%	344,210

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	495,138	557,092	20,498	3.8%	61,954
Overtime	14,745	14,092	6,311	8,769	6,541	230	3.6%	(2,228)
Taxes - Social Security	23,847	28,686	33,660	30,356	34,945	1,285	3.8%	4,589
Taxes - Medicare	5,577	6,709	7,872	7,099	8,173	301	3.8%	1,074
Taxes SUTA/FUTA	90	1,427	1,287	1,287	693	(594)	-46.2%	(594)
Workers Compensation	22,176	21,015	18,352	15,945	15,975	(2,377)	-13.0%	30
Retirement	48,287	58,794	69,248	63,897	71,666	2,418	3.5%	7,769
Health Insurance	90,832	79,291	105,678	85,024	89,441	(16,237)	-15.4%	4,417
Allowance for Vacancies	-	-	(49,500)	-	(49,500)	-	0.0%	(49,500)
Total Personnel Costs	596,174	673,076	729,502	707,515	735,026	5,524	0.8%	27,511
Supplies, Maintenance & Operations								
Supplies and Consumables	6,985	9,174	8,050	8,050	8,050	-	0.0%	-
Minor Equipment and Furniture	14,613	13,645	18,300	20,460	13,950	(4,350)	-23.8%	(6,510)
Fuel	17,451	21,397	15,000	16,500	15,000	-	0.0%	(1,500)
Uniforms	8,082	7,638	8,225	8,225	8,150	(75)	-0.9%	(75)
Vehicle Maintenance/Repairs	7,713	18,963	15,000	15,000	18,000	3,000	20.0%	3,000
Equipment Maintenance/Repairs	17,632	15,170	15,500	15,500	17,500	2,000	12.9%	2,000
Building Maintenance/Repairs	76,344	59,324	28,063	28,063	28,063	-	0.0%	-
Landscaping & Greenspace Maintenance	1,712	3,539	5,500	17,461	5,500	-	0.0%	(11,961)
Street Maintenance	26,527	22,464	30,000	30,000	45,000	15,000	50.0%	15,000
Drainage	4,940	5,919	20,000	20,000	20,000	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	181,999	177,235	163,638	179,259	179,213	15,575	9.5%	(46)
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	14,625	50	0.3%	872
Meetings and Related Travel	249	347	400	400	400	-	0.0%	-
Employee Appreciation	506	393	550	550	550	-	0.0%	-
Tech/Internet/Software	-	11,331	24,821	16,990	25,061	240	1.0%	8,071
Total Services Costs	7,951	31,285	41,478	33,209	70,212	28,734	69.3%	37,003

Expenditure Type	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26	Budget v Adopted	Budget v Budget %	Budget v PY Projected
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	49,300	213,023	134,975	237,097	73,968	(61,007)	-45.2%	(163,129)
Total Capital Outlay & Transfers Costs	49,300	213,023	134,975	237,097	73,968	(61,007)	-45.2%	(163,129)
Total Departmental Budget	835,424	1,094,619	1,069,593	1,157,079	1,058,418	(11,174)	-1.0%	(98,660)

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	249,147	249,773	8,949	3.7%	626
Overtime	-	153	451	201	469	18	4.0%	268
Taxes - Social Security	9,417	10,030	14,959	15,062	15,515	556	3.7%	453
Taxes - Medicare	2,202	2,346	3,498	3,522	3,629	131	3.7%	107
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	31,713	31,818	1,043	3.4%	105
Health Insurance	27,385	26,224	38,861	38,055	38,415	(446)	-1.1%	360
Total Personnel Costs	216,812	230,283	330,820	339,023	340,813	9,993	3.0%	1,790
Supplies, Maintenance & Operations								
Supplies and Consumables	476	599	675	675	675	-	0.0%	-
Minor Equipment and Furniture	328	1,877	2,300	2,300	700	(1,600)	-69.6%	(1,600)
Fuel	1,182	1,867	5,175	5,175	5,175	-	0.0%	-
Uniforms	213	458	770	770	770	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	2,200	4,801	8,920	8,920	7,320	(1,600)	-17.9%	(1,600)
Services								
Professional Services	56,687	26,685	22,000	21,509	26,120	4,120	18.7%	4,611
Dues/Subscriptions	1,053	394	515	515	515	-	0.0%	-
Training/Seminars & Related Travel	2,317	5,513	6,200	6,200	6,200	-	0.0%	-
Meetings and Related Travel	-	15	100	100	100	-	0.0%	-
Employee Appreciation	111	65	200	200	200	-	0.0%	-
Tech/Internet/Software	-	144	155	154	155	-	0.0%	2
Total Services Costs	60,168	32,816	29,170	28,678	33,290	4,120	14.1%	4,613
Capital Outlay & Transfers								
Furniture, Fixtures, Equipment & Vehicles	-	-	-	-	39,135	39,135	0.0%	39,135
Total Capital Outlay & Transfers Costs	-	-	-	-	39,135	39,135	0.0%	39,135
Total Departmental Budget	279,180	267,900	368,910	376,621	420,558	51,648	14.0%	43,937

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	385,224	445,790	20,611	4.8%	60,566
Overtime	1,089	360	100	584	1,302	1,202	1202.0%	718
Taxes - Social Security	17,763	18,779	26,367	22,882	27,720	1,353	5.1%	4,838
Taxes - Medicare	4,155	4,392	6,167	5,352	6,483	316	5.1%	1,131
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	48,660	56,848	2,604	4.8%	8,188
Health Insurance	33,074	30,389	48,707	40,504	52,487	3,780	7.8%	11,983
Project Allocation	-	-	-	-	(110,000)	(110,000)		
Total Personnel Costs	384,926	407,596	562,377	504,686	481,932	(80,445)	-14.3%	87,246
Supplies, Maintenance & Operations								
Supplies and Consumables	10,060	9,891	9,750	9,750	9,500	(250)	-2.6%	(250)
Minor Equipment and Furniture	2,564	1,547	7,150	7,150	1,350	(5,800)	-81.1%	(5,800)
Fuel	4,419	4,388	3,175	3,175	3,175	-	0.0%	-
Uniforms	488	830	1,700	1,700	1,600	(100)	-5.9%	(100)
Street Maintenance	867,826	769,680	900,000	921,257	900,000	-	0.0%	(21,257)
Oak Wilt Program	-	-	15,000	15,000	25,000	10,000	66.7%	10,000
Tree and Landscape Protection	-	-	29,750	29,750	13,000	(16,750)	-56.3%	(16,750)
City Approved Events	-	-	4,850	4,850	4,850	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	885,358	786,336	971,375	992,632	958,475	(12,900)	-1.3%	(34,157)
Services								
Professional Services	240,020	140,407	120,000	120,000	70,000	(50,000)	-41.7%	(50,000)
Dues/Subscriptions	615	626	1,464	1,950	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	500	400	-	0.0%	(100)
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	151,508	108,942	(38,081)	-25.9%	(42,567)
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	1,648,826	1,549,349	(131,426)	-7.8%	10,523

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
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	-	-	-	-	29,098	29,098	0.0%	29,098
Emergency Response	436,482	-	500	500	500	-	0.0%	-
Total Supplies, Maintenance & Operations Costs	440,877	4,342	4,100	6,100	36,998	32,898	802.4%	30,898
Services								
Public Relations and Events	-	-	-	-	47,500	47,500	0.0%	47,500
Total Services Costs	-	-	-	-	47,500	47,500	0.0%	47,500
Shared Services								
Facility Contracts & Services	49,348	27,563	83,479	87,089	83,939	460	0.6%	(3,150)
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	224,214	232,149	10,545	4.8%	7,935
Capital Outlay & Transfers								
Transfer to SAP Fund 02	3,442,995	813,526	370,000	594,840	-	(370,000)	-100.0%	(594,840)
Transfer to Equip Repl Fund 31	354,495	301,945	373,138	373,138	359,500	(13,638)	-3.7%	(13,638)
Lease Principal	812	428	-	-	-	-	0.0%	-
Lease Interest	124	40	-	-	-	-	0.0%	-
Total Capital Outlay & Transfers Costs	3,798,426	1,115,939	743,138	967,978	359,500	(383,638)	-51.6%	(608,478)
Total Departmental Budget	4,390,324	1,278,620	968,842	1,198,292	676,147	(292,695)	-30.2%	(522,145)

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	339,235
<u>Revenues:</u>					
Transfer from General Fund	3,442,995	813,526	370,000	594,840	-
Total Revenue	3,442,995	813,526	370,000	594,840	-
<u>Reliable and Sustainable Infrastructure</u>					
City Civic Center	17,748	140,875	-	67,000	-
City Hall Renovation	321,403	181,581	-	58,835	-
City Facilities Plan	-	-	-	-	100,000
Chartwell and Dietz Intersection	98,126	-	-	-	-
Post Oak Trail Widening	664,506	27,701	-	-	-
Dietz Elkhorn Reconstruction	100,721	277,003	-	232,426	-
Dietz Elkhorn Sidewalk	14,770	46,998	-	7,369	-
Battle Intense Sidewalk	48,912	-	-	-	-
Drainage CIP #5 Rolling Acres Trail	48,833	-	-	222,905	-
Drainage CIP #17 Silver Spur Trail	28,796	-	-	-	-
Drainage CIP #34 Tivoli Way	88,747	760,186	-	754,815	-
Drainage CIP #37 Turf Paradise Lane	93,770	-	-	-	-
Drainage CIP #61 Rockinghorse Lane	29,609	-	-	-	-
Bond Development Program	-	25,874	-	-	-
Drainage CIP #35 Chartwell Lane	-	238	-	64,592	-
Drainage CIP #15 Delta Dawn	-	238	-	-	-
Drainage CIP #2 8472 Rolling Acres Trail	-	-	67,600	67,600	-
Drainage CIP #4 8040 Rolling Acres Trail	-	-	67,600	67,600	-
Drainage CIP #42 Vestal Park Culvert	-	-	113,844	585,080	-
<u>Public Health, Safety, and Welfare</u>					
Fire Services Program Review	-	73,775	-	-	-
Fire Station #3 Upgrades	-	111,813	-	40,034	36,000

	Actual 2022-23	Actual 2023-24	Adopted Budget 2024-25	Projected 2024-25	Proposed 2025-26
<u>Operational Excellence</u>					
Compensation and Benefit Plan Study	-	-	60,000	60,000	-
Employee Handbook	-	-	10,000	10,000	-
Communications and Marketing Strategy	2,068	42,178	-	199,840	-
City Records Digitization Program	22,967	-	-	-	-
Fuel Station	-	97,150	-	-	-
3rd Party Scanning	-	-	-	40,000	-
IT Master Plan	-	-	50,000	75,000	-
Total Expenditures	1,580,977	1,785,609	369,044	2,553,096	136,000
Total Change in Fund Balance	1,862,018	(972,083)	956	(1,958,256)	(136,000)
Ending Fund Balance	3,269,573	2,297,490	2,298,446	339,235	203,235

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>

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	29,479
<u>Revenues:</u>					
General Property-I & S	568,287	556,341	890,117	900,796	1,199,250
Delinquent Property	2,728	4,363	4,000	4,000	4,000
Penalty & Interest	2,003	2,232	2,500	2,500	2,500
Interest Income on Investments	4,829	17,599	7,500	8,500	7,500
Total Revenue	577,848	580,535	904,117	915,796	1,213,250
<u>Expenditures:</u>					
Bond Principal	460,000	470,000	785,000	785,000	995,000
Bond Interest Payable	92,130	83,163	205,465	205,465	218,250
Bond Agent Fees	400	400	800	800	-
Total Expenditures	552,530	553,563	991,265	991,265	1,213,250
Revenue Over / (Under) Expenditures	25,318	26,973	(87,148)	(75,469)	-
Ending Fund Balance	77,976	104,949	17,801	29,479	29,479

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	2,405,029
<u>Revenues:</u>					
Bond Proceeds	-	3,550,000	3,585,000	1,615,000	-
Bond Premium	-	181,669	-	-	-
Interest Income	-	11,650	17,000	147,000	120,000
Total Revenue	-	3,743,319	3,602,000	1,762,000	120,000
<u>Expenditures:</u>					
Bond Issuance Fees	-	146,669	-	-	-
Dietz Elkhorn Rdwy Incidentals	-	-	-	-	-
Dietz Elkhorn Rdwy Construction	-	-	2,093,922	2,093,922	1,581,078
Rolling Acres Rdwy Incidentals	-	-	-	-	-
Rolling Acres Rdwy Construction	-	-	-	-	315,000
Ammann Rdwy Incidentals	-	-	-	-	-
Ammann Rdwy Construction	-	-	439,699	699,699	108,555
Battle Intense Rdwy Incidentals	-	-	-	-	-
Battle Intense Rdwy Construction	-	-	420,000	160,000	-
Drainage CIP #35 Chartwell Lane	-	-	-	-	-
Drainage CIP #2 8472 Rolling Acres Trail	-	-	-	-	162,240
Drainage CIP #4 8040 Rolling Acres Trail	-	-	-	-	162,240
Total Expenditures	-	146,669	2,953,621	2,953,621	2,329,113
Revenue Over / (Under) Expenditures	-	3,596,650	648,379	(1,191,621)	(2,209,113)
Ending Fund Balance	-	3,596,650	660,029	2,405,029	195,916

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	2,844,287	709,371	-	3,553,657
Services	339,791	78,255	-	418,045
Total Utility Operating Expenses	4,232,708	1,863,519	-	6,096,227
Depreciation	(550,000)	(270,600)	-	(820,600)
Operating Income/(Loss) After Depreciation	(311,291)	(366,959)	-	(678,250)
Non-Operating Revenues (Expenses)				
Non-Operating Revenues	1,444,069	790,630	-	2,234,699
Capital Outlay	(7,208,490)	(1,898,857)	-	(9,107,347)
Asset Transfer for GAAP	6,458,490	1,898,857	-	8,357,347
Bond Interest Costs	(160,882)	(56,716)	-	(217,598)
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)	450,536	698,263	118,302	1,267,101
Net Income/(Loss)	139,245	331,304	118,302	588,851

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	2,844,287	709,371				3,553,657
Services	339,791	78,255				418,045
Total Utility Operating Expenses	4,232,708	1,863,519	-	-	-	6,096,227
Operating Income/(Loss)	238,709	(96,359)	-	-	-	142,350
Non-Operating Revenues (Expenses)						
Non-Operating Revenues	1,444,069	790,630				2,234,699
Capital Outlay	(320,589)	(70,349)	(6,887,901)	(1,828,508)		(9,107,347)
Depreciation	(550,000)	(270,600)				(820,600)
Asset Transfer for GAAP	6,458,490	1,898,857				8,357,347
Debt Service Costs	(160,882)	(56,716)				(217,598)
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)	(266,718)	901,171	167,254	(473,508)	118,302	446,501
Net Income/(Loss)	(28,009)	804,812	167,254	(473,508)	118,302	588,851

Utility Funds Net Position

	Projected 9/30/2025	Budget FY 2025-26	Budget 9/30/2026
Net investment in Capital Assets	13,908,444	(373,008)	13,535,436
<u>Unrestricted Net Position</u>			
Water Capital	224,562	167,254	391,816
Wastewater Capital	1,391,874	(473,508)	918,366
Operating Reserve	3,370,753	671,204	4,041,957
Debt Service Reserve	1,351,684	478,607	1,830,291
Equipment Replacement Fund	718,690	118,302	836,992
Total Unrestricted	7,057,563	961,859	8,019,422
Total Net Position	20,966,007	588,851	21,554,858

Water Utility Fund Summary

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
Water Operating Revenues	4,373,143	4,247,141	4,296,696	4,599,276	4,471,417	174,721	4.1%	(127,859)
Water Operating Expenses								
Personnel	922,626	950,159	1,040,847	1,037,982	1,048,631	7,784	0.7%	10,649
Supplies, Maintenance & Operations	2,383,549	2,463,423	2,568,176	2,620,536	2,844,287	276,111	10.8%	223,751
Services	189,400	141,837	305,044	305,044	339,791	34,747	11.4%	34,747
Total Water Operating Expenses	3,495,574	3,555,419	3,914,066	3,963,562	4,232,708	318,642	8.1%	269,146
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)	(14,286)	(311,291)	(143,921)	86.0%	(397,005)
Non-Operating Revenues (Expenses)								
Non-Operating Revenues	785,414	1,004,361	1,440,889	1,538,089	1,444,069	3,180	0.2%	(94,020)
Capital Outlay	(451,166)	(852,999)	(3,254,305)	(5,080,198)	(7,208,490)	(3,954,186)	121.5%	(2,128,292)
Asset Transfer for GAAP	379,271	842,670	3,254,305	5,080,198	6,458,490	3,204,186	98.5%	1,378,292
Debt Service Expense	(16,141)	(119,656)	(37,446)	(96,191)	(160,882)	(123,436)	329.6%	(64,691)
Transfers Out	(394,794)	(552,985)	(3,503,835)	(3,503,535)	(7,169,155)	(3,665,320)	104.6%	(3,665,620)
Transfers In	429,000	644,951	3,389,835	3,427,035	7,086,504	3,696,669	109.1%	3,659,469
Total Non-Operating Revenues (Expenses)	731,584	966,341	1,289,443	1,365,398	450,536	(838,907)	-65.1%	(914,862)
Net Income/(Loss)	1,061,909	1,065,904	1,122,073	1,351,112	139,245	(982,828)	-87.6%	(1,311,867)

Water Utility Fund Revenue

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
Water Operating Revenues								
Water Revenue Residential	3,754,870	3,752,222	3,736,048	4,079,828	3,910,769	174,721	4.7%	(169,059)
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	30,000	30,000	-	0.0%	-
Water Penalties	47,840	48,426	48,000	48,000	48,000	-	0.0%	-
Water-Bad Debts	(1,848)	(5,609)	(4,000)	(4,000)	(4,000)	-	0.0%	-
Misc./Special Requests	90,640	145	500	500	500	-	0.0%	-
Third Party Reimbursement	8,300	963	3,500	2,000	3,500	-	0.0%	1,500
Permits/Variances	475	475	1,200	500	1,200	-	0.0%	700
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	4,599,276	4,471,417	174,721	4.1%	(127,859)
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	200,000	200,000	-	0.0%	-
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	1,538,089	1,444,069	3,180	0.2%	(94,020)
Total Water Revenues	5,158,557	5,251,502	5,737,585	6,137,365	5,915,486	177,901	3.1%	(221,879)

Water Utility Fund Operating Expense
Proposed Budget

Item #13.

	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	277,257	285,070	(7,701)	-2.6%	7,813
Service Overtime	10,820	11,397	8,026	11,766	7,734	(292)	-3.6%	(4,032)
Service Taxes - FICA	14,264	15,310	18,649	16,864	18,154	(495)	-2.7%	1,290
Service Taxes - MEDICARE	3,336	3,581	4,362	3,944	4,246	(116)	-2.7%	302
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	35,654	37,230	(1,137)	-3.0%	1,576
Service Insurance	45,719	43,032	51,184	47,815	52,341	1,157	2.3%	4,526
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	113,927	122,177	4,894	4.2%	8,250
Administration Overtime	597	262	62	-	62	-	0.0%	62
Administration Taxes - FICA	24,603	26,377	7,205	6,767	7,499	294	4.1%	732
Administration Taxes - MEDICARE	5,787	6,181	1,702	1,597	1,772	70	4.1%	175
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	14,325	15,543	576	3.8%	1,218
Administration Insurance	53,476	47,217	15,755	14,869	15,620	(135)	-0.9%	751
Administration OPEB	(227)	-	-	-	-	-	0.0%	-
HR & Communications Salaries	-	-	68,204	71,094	52,308	(15,896)	-23.3%	(18,786)
HR & Communications Overtime	-	-	-	-	-	-	0.0%	-
HR & Communications Taxes - FICA	-	-	4,229	4,252	3,243	(986)	-23.3%	(1,009)
HR & Communications Taxes - MEDICARE	-	-	989	995	758	(231)	-23.4%	(237)
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	8,855	6,651	(2,048)	-23.5%	(2,204)
HR & Communications Insurance	-	-	5,499	5,313	3,318	(2,181)	-39.7%	(1,995)
Finance Salaries	-	-	108,659	113,218	113,581	4,922	4.5%	363
Finance Overtime	-	-	81	-	83	2	2.5%	83
Finance Taxes - FICA	-	-	6,742	6,615	7,047	305	4.5%	432
Finance Taxes - MEDICARE	-	-	1,577	1,548	1,648	71	4.5%	100
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 v Projected	Item #13.
Finance Retirement	-	-	13,870	14,110	14,452	582	4.2%	342	
Finance Insurance	-	-	17,531	16,939	16,235	(1,296)	-7.4%	(704)	
Information Technology Salaries	-	-	47,675	49,074	49,253	1,578	3.3%	179	
Information Technology Taxes - FICA	-	-	2,956	2,851	3,054	98	3.3%	203	
Information Technology Taxes - MEDICARE	-	-	691	667	714	23	3.3%	47	
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	6,112	6,263	182	3.0%	151	
Information Technology Insurance	-	-	7,542	5,753	5,292	(2,250)	-29.8%	(461)	
Engineering & Planning Salaries	-	-	136,763	133,741	139,891	3,128	2.3%	6,150	
Engineering & Planning Overtime	-	-	50	532	651	601	1202.0%	119	
Engineering & Planning Taxes - FICA	-	-	8,482	8,623	8,714	232	2.7%	91	
Engineering & Planning Taxes - MEDICARE	-	-	1,984	2,017	2,038	54	2.7%	21	
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	17,975	17,870	419	2.4%	(105)	
Engineering & Planning Insurance	-	-	15,215	14,449	14,939	(276)	-1.8%	490	
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	12,000	-	0.0%	-	
Chemicals	6,428	5,932	6,500	6,500	6,500	-	0.0%	-	
City Management Fee	208,678	205,872	208,375	223,114	217,111	8,736	4.2%	(6,003)	
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	1,591,970	1,800,325	208,355	13.1%	208,355	
Equipment Lease	2,409	-	300	300	300	-	0.0%	-	
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	-	-	-	135	135	0.0%	135	
Water Building Maintenance	6,627	4,686	11,380	11,380	9,900	(1,480)	-13.0%	(1,480)	
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 v 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	305,044	339,791	34,747	11.4%	34,747
Permit & Licenses	8,227	8,437	8,936	8,936	8,936	-	0.0%	-
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	150	-	0.0%	-
Conservation Ed & Newsletter	-	698	1,370	1,370	1,370	-	0.0%	-
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	250	-	0.0%	-
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	3,963,562	4,232,708	318,642	8.1%	269,146

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	160,882	123,436	329.6%	64,691
Tax Exempt Lease Interest	-	232	-	-	-	-	0.0%	-
Total Debt Service	16,141	119,656	37,446	96,191	160,882	123,436	329.6%	64,691
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	3,389,535	7,055,155	3,665,320	108.1%	3,665,620
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)	(6,458,490)	(3,204,186)	98.5%	(1,378,292)
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	(964,163)	1,229,316	429,786	53.8%	2,293,479
Total Non-Operating Expenses	663,914	766,859	904,914	(452,347)	1,710,787	805,873	89.1%	2,263,134

Water Strategic and Capital Funds					
	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	224,562
<u>Resources:</u>					
Transfer from Utility Fund	328,059	503,119	3,389,835	3,389,535	7,055,155
Total Transfers	328,059	503,119	3,389,835	3,389,535	7,055,155
<u>Capital Projects</u>					
Master Water/Wastewater Plan	-	-	-	-	-
Elevated Storage Tank	14,480	-	-	705,462	4,367,901
Plant 2 Hydro Tank & Variable Drives	7,065	-	-	-	-
Creek Crossing West Waterline	146,112	-	-	-	-
Elmo Davis Upgrades	-	-	-	-	-
Plant 5 Expansion	5,856	17,214	1,320,800	1,527,229	-
Scada Systems Upgrade	-	-	-	-	-
GIS Compatible Work Order System	-	-	-	-	-
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	170,000
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	6,887,901
Total Change in Fund Balance	58,192	136,680	203,468	(1,310,038)	167,254
Ending Fund Balance	1,397,919	1,534,600	1,738,068	224,562	391,816

Wastewater Utility Fund Summary

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
Wastewater Operating Revenues	990,913	1,692,909	1,713,153	1,794,213	1,767,160	54,007	3.2%	(27,052)
Wastewater Operating Expenses								
Personnel	931,809	1,019,992	1,072,837	1,072,693	1,075,894	3,057	0.3%	3,201
Supplies, Maintenance & Operations	588,059	580,608	596,898	601,983	709,371	112,473	18.8%	107,388
Services	51,229	40,170	63,508	98,508	78,255	14,747	23.2%	(20,253)
Total Wastewater Operating Expenses	1,571,098	1,640,770	1,733,243	1,773,184	1,863,519	130,276	7.5%	90,336
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)	(338,971)	(366,959)	(76,269)	26.2%	(117,388)
Non-Operating Revenues (Expenses)								
Non-Operating Revenues	364,567	515,851	790,630	788,830	790,630	-	0.0%	1,800
Capital Outlay	(1,152,186)	(414,241)	(657,938)	(888,914)	(1,898,857)	(1,240,920)	188.6%	(1,009,943)
Asset Transfer for GAAP	1,074,201	406,022	657,938	888,914	1,898,857	1,240,920	188.6%	1,009,943
Debt Service Expense	(3,075)	(26,203)	(16,629)	(47,919)	(56,716)	(40,087)	241.1%	(8,797)
Transfers Out	(191,994)	(291,310)	(892,000)	(892,000)	(1,422,000)	(530,000)	59.4%	(530,000)
Transfers In	132,754	395,210	825,000	930,070	1,386,349	561,349	68.0%	456,279
Total Non-Operating Revenues (Expenses)	224,267	585,329	707,001	778,981	698,263	(8,738)	-1.2%	(80,718)
Net Income/(Loss)	(615,886)	321,810	416,311	440,010	331,304	(85,007)	-20.4%	(198,106)

Wastewater Utility Fund Revenue

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
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	25,000	25,000	-	0.0%	-
Sewer Penalties	7,211	12,113	9,000	9,000	9,000	-	0.0%	-
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	1,794,213	1,767,160	54,007	3.2%	(27,052)
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	175,000	175,000	-	0.0%	-
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	788,830	790,630	-	0.0%	1,800
Total Wastewater Revenues	1,355,479	2,208,760	2,503,783	2,583,043	2,557,790	108,015	4.3%	(52,305)

Wastewater Utility Fund Operating Expense

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	316,767	322,765	(11,775)	-3.5%	5,998
Service Overtime	12,031	12,872	9,231	9,519	8,800	(431)	-4.7%	(719)
Service Taxes - FICA	16,082	19,461	21,314	19,774	20,557	(757)	-3.6%	783
Service Taxes - Medicare	3,761	4,551	4,985	4,624	4,808	(177)	-3.6%	184
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	41,187	42,158	(1,690)	-3.9%	971
Service Insurance	40,267	45,446	56,259	54,860	57,169	910	1.6%	2,309
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	113,927	122,177	4,894	4.2%	8,250
Administration Overtime	597	262	62	-	62	-	0.0%	62
Administration Taxes - FICA	23,517	25,233	7,205	6,766	7,499	294	4.1%	733
Administration Taxes - Medicare	5,531	5,910	1,702	1,597	1,772	70	4.1%	175
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	14,020	15,543	576	3.8%	1,523
Administration Insurance	53,361	46,345	15,755	13,383	15,620	(135)	-0.9%	2,237
Administration OPEB	(217)	-	-	-	-	-	0.0%	-
Administration Allowance for Vacancies	-	-	-	-	-	-	0.0%	-
HR & Communications Salaries	-	-	68,204	71,094	52,308	(15,896)	-23.3%	(18,786)
HR & Communications Overtime	-	-	-	-	-	-	0.0%	-
HR & Communications Taxes - FICA	-	-	4,229	4,252	3,243	(986)	-23.3%	(1,009)
HR & Communications Taxes - MEDICARE	-	-	989	994	758	(231)	-23.4%	(236)
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	8,855	6,651	(2,048)	-23.5%	(2,204)
HR & Communications Insurance	-	-	5,499	5,955	3,318	(2,181)	-39.7%	(2,637)
Finance Salaries	-	-	108,659	113,218	113,581	4,922	4.5%	363
Finance Overtime	-	-	81	-	83	2	2.5%	83
Finance Taxes - FICA	-	-	6,742	6,615	7,047	305	4.5%	432
Finance Taxes - MEDICARE	-	-	1,577	1,546	1,648	71	4.5%	102
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 %	Budget v Projected	Item #13.
Finance Taxes - SUTA/FUTA	-	-	146	146	79	(67)	-45.9%	(67)	
Finance Retirement	-	-	13,870	14,109	14,452	582	4.2%	343	
Finance Insurance	-	-	17,531	16,938	16,235	(1,296)	-7.4%	(703)	
Information Technology Salaries	-	-	47,675	49,074	49,253	1,578	3.3%	179	
Information Technology Overtime	-	-	-	-	-	-	0.0%	-	
Information Technology Taxes - FICA	-	-	2,956	2,850	3,054	98	3.3%	204	
Information Technology Taxes - MEDICARE	-	-	691	667	714	23	3.3%	47	
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	6,112	6,263	182	3.0%	151	
Information Technology Insurance	-	-	7,542	5,753	5,292	(2,250)	-29.8%	(461)	
Engineering & Planning Salaries	-	-	117,484	122,190	121,221	3,737	3.2%	(969)	
Engineering & Planning Overtime	-	-	50	532	651	601	1202.0%	119	
Engineering & Planning Taxes - FICA	-	-	7,287	7,276	7,556	269	3.7%	280	
Engineering & Planning Taxes - MEDICARE	-	-	1,704	1,701	1,767	63	3.7%	66	
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	15,255	15,496	505	3.4%	241	
Engineering & Planning Insurance	-	-	12,627	11,968	12,391	(236)	-1.9%	423	
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	17,000	10,000	(15,000)	-60.0%	(7,000)	
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	300	-	0.0%	-	
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 %	Budget v Projected	Item #13.
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	-	-	-	2,055	2,055	0.0%	2,055	
Building Maintenance	5,855	6,213	10,900	10,900	10,900	-	0.0%	-	
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	63,508	78,255	14,747	23.2%	14,747	
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	150	-	0.0%	-	
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	250	-	0.0%	-	
Total Operating Expenses	1,562,276	1,640,770	1,733,243	1,738,184	1,863,519	130,276	7.5%	125,336	

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	-	-	39,000	39,000	0.0%	39,000
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	122,816	70,349	62,412	786.3%	(52,467)
Debt Service								
Bond Water Issuance Fees	-	18,676	-	-	-	-	0.0%	-
Bond Interest Cost	3,075	7,295	16,629	47,919	56,716	40,087	241.1%	8,797
Tax Exempt Lease Interest	-	232	-	-	-	-	0.0%	-
Total Debt Service	3,075	26,203	16,629	47,919	56,716	40,087	241.1%	8,797
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	825,000	1,355,000	530,000	64.2%	530,000
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)	(888,914)	(1,898,857)	(1,240,920)	188.6%	(1,009,943)
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	258,016	(237,606)	(742,269)	-147.1%	(495,622)
Total Capital, Debt, and Non-Cash	(597,305)	363,542	529,229	428,751	(110,541)	(639,770)	-120.9%	(539,292)

Wastewater Strategic and Capital Funds

	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	1,391,874
<u>Transfers:</u>					
Transfer from Utility Fund	132,754	250,377	825,000	825,000	1,355,000
Total Transfers	132,754	250,377	825,000	825,000	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	23,902	(473,508)
Ending Fund Balance	1,250,609	1,367,972	1,542,972	1,391,874	918,366

Utility Equipment and Vehicle Replacement Fund

Proposed Budget

	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



General Fund Budget Overview

FY 2025-26



Item #13.

Summer Fleming, CGFO
Director of Finance

General Fund Budget Highlights

- Property tax growth at 3.5% over 2024 Levy
- Sales tax growth at 4.0% over FY 2025 projected
- Total operating expenditures increasing 3.8%
- Personnel costs include 4.5% increase
- Transfer to Equipment Replacement Fund for future capital needs
- Maintains 6 months operating reserve

Changes to the Budget Since Last Workshop

- Decrease of \$7,499 in overall personnel budget with workers compensation rate change
- Increase of \$8,285 in shared services budget for an increase in liability insurance
- Increase revenue \$5,000 for Utility Management Fee

General Fund Summary



Category	Amount
Revenues	\$10,977,053
Expenditures	(\$10,252,623)
Operating surplus/(deficit)	\$724,430
Net transfer (to)/from Equipment Replacement Fund	(\$226,365)
Transfer (to)/from Strategic Projects Fund	(\$-)
Capital Outlay	(\$234,103)
Total surplus/(deficit)	\$263,962

Fund Balance Summary



Category	FY 2024-25 Ending	FY 2025-26 Budget	FY 2025-26 Ending
Court Technology	\$14,884	(\$1,125)	\$13,759
Court Security	18,031	(1,750)	16,281
Public Safety	64,702	(29,700)	35,002
Other Restricted	33,034	1,850	34,884
Non-spendable	85,344	-	85,344
Tree Mitigation	100,000	(42,850)	57,150
Operating Reserve	4,848,119	275,024	5,123,144
Unassigned	2,513,495	62,513	2,576,008
Total Fund Balance	\$7,677,609	\$263,962	\$7,941,572



Proposed Budget FY 2025-26

Municipal Court



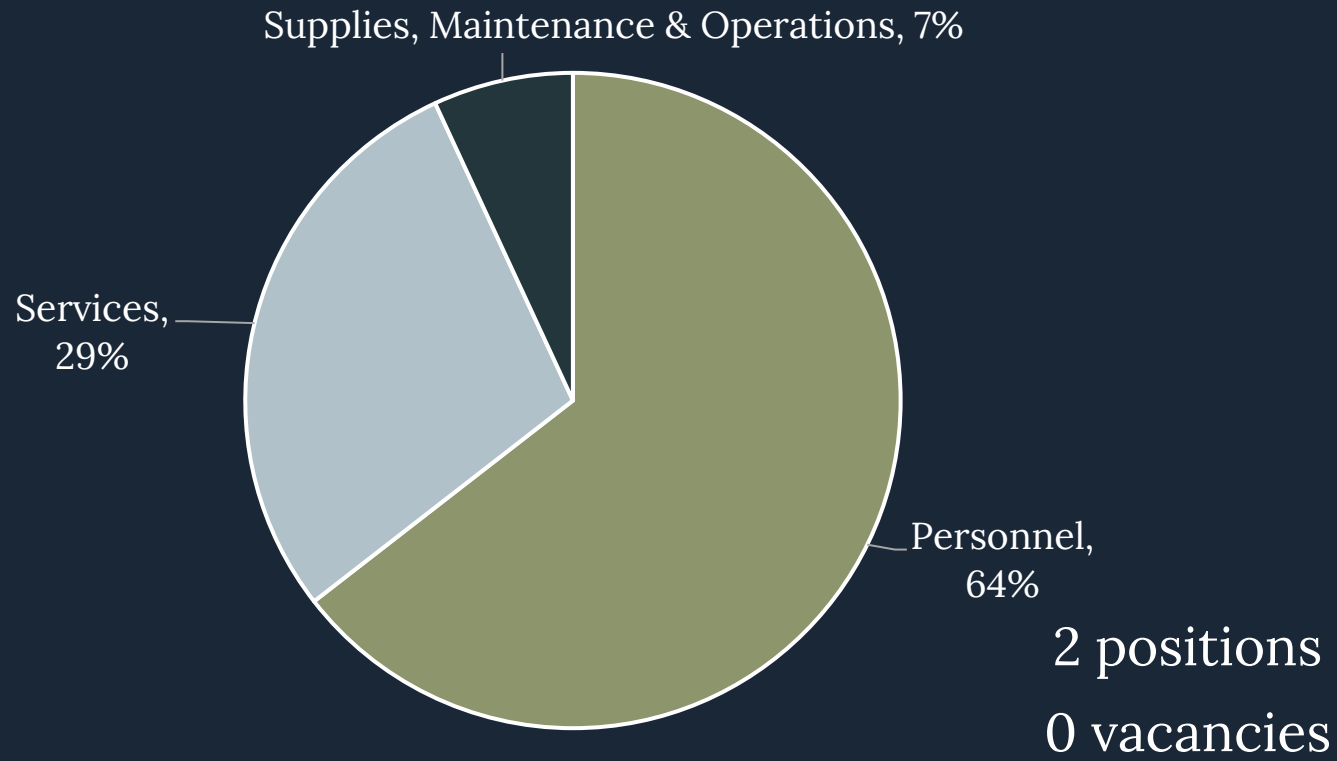
Ricardo Bautista

Municipal Court Administrator

Proposed FY 2025-26 Budget: \$268,531



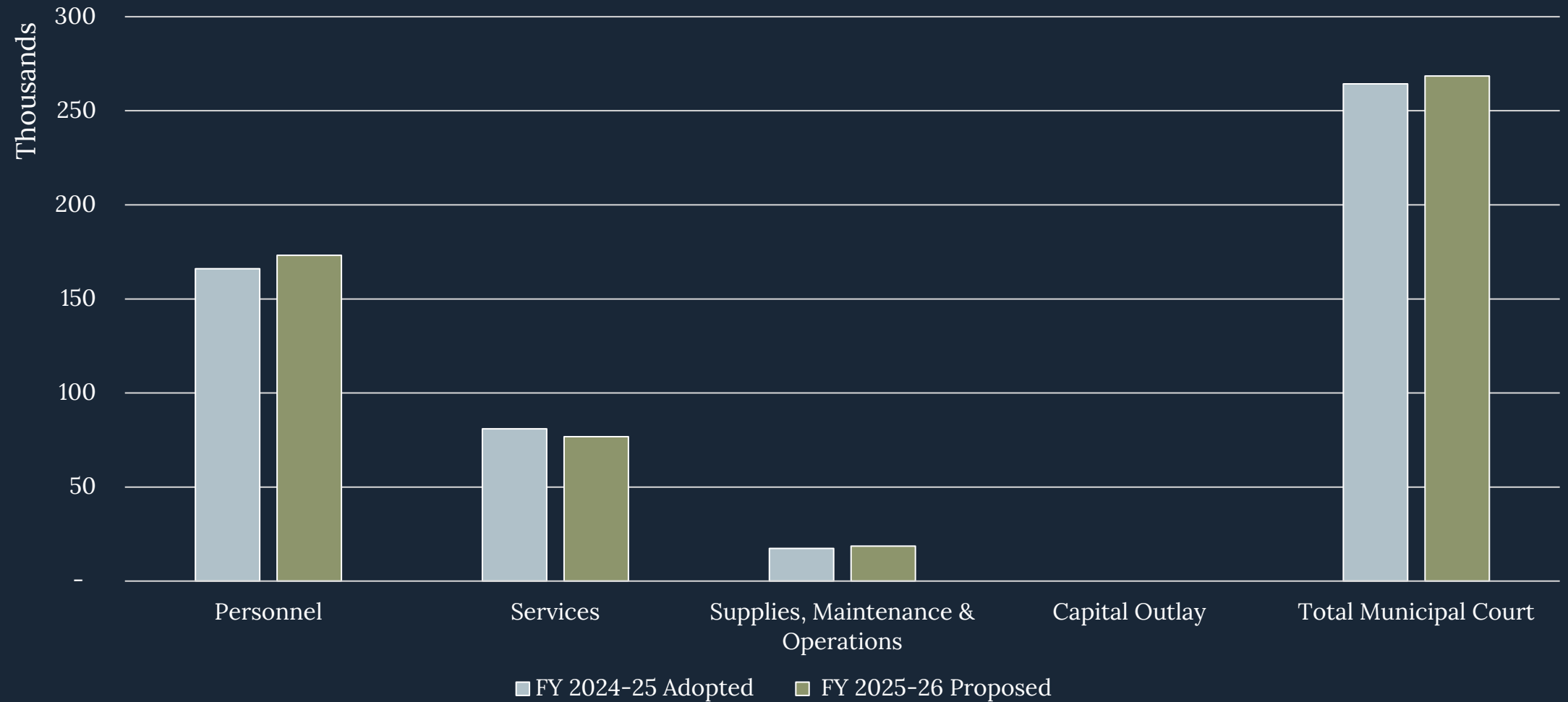
Budget by Category



Budget by Fund



Changes to the Budget



Budget Highlights - Restricted Funds

- Court Technology Fund - \$5,500
- Court Security Fund - \$7,000
- Local Youth Diversion Fund - \$4,000

	Proposed Budget	Beginning Fund Balance	Ending Fund Balance
Court Technology Fund	\$5,500	\$14,884	\$13,759
Court Security Fund	\$7,000	\$18,031	\$16,281
Local Youth Diversion Fund	\$4,000	\$26,234	\$27,484



Strategic and Capital Projects

Strategic Projects Fund



Reliable and Sustainable Infrastructure

- City facilities master plan – \$100,000

Public Health, Safety and Welfare

- Fire Station #3 Fence – \$36,000

Roadway CIP



	Prior	2026	2027	2028	2029	Total
Dietz Elkhorn Roadway Reconstruction	\$2,704,072	\$1,581,078	\$625,000	\$-	\$-	\$4,910,150
Battle Intense near Trailside	158,861	-	-	-	-	158,861
Rolling Acres Trail Reconstruction		315,000	315,000	1,260,000	1,260,000	3,150,000
Ammann Road Maintenance	700,838	108,555	2,769,375	2,769,375	-	6,348,143
Roadway Total	\$3,563,771	\$2,004,633	\$3,709,375	\$4,029,375	\$1,260,000	\$14,567,154

Drainage CIP



	Prior	2026	2027	2028	2029	Total
28907 Chartwell Lane (CIP #35)	\$64,829	\$-	\$-	\$-	\$-	\$64,829
8472 Rolling Acres Trail (#2)	67,600	162,240	-	-	-	229,840
8040 Rolling Acres Trail (#4)	67,600	162,240	-			229,840
Vestal Park Culvert (#42)	113,844	-	-	-	-	113,844
8426 Triple Crown (#41)		-	253,094	-	-	253,094
8312 Triple Crown (#43)		-	269,967	-	-	269,967
32030 Scarteen (#53)		-	-	72,331	193,853	266,184
31988 Scarteen (#44)		-	-	100,000	-	100,000
7644 Pimlico Lane (#46)		-	-	100,000	-	100,000
8045 Flagstone Hill (#63)		-	-	-	100,000	100,000
8402 Battle Intense (#23)		-	-	-	200,000	200,000
Drainage Total	\$313,873	\$324,480	\$523,061	\$272,331	\$493,853	\$1,927,598



Questions?



Utility Fund Budget Overview

FY 2025-26



Item #13.

Summer Fleming, CGFO
Director of Finance

Utility Fund Budget Highlights

- Personnel costs include 4.5% increase
- Total operating expenditures increasing 8%
- Includes new investment in utility infrastructure and one-time improvements to meet TCEQ requirements
- Includes transfer to Equipment Replacement Fund for future capital needs
- Maintains an operating reserve equal to 8 months of operating expense

Utility Rates and Fees



Residential Water Tiered Volume Charges

Gallons	Cost per 1,000 gallons
0 to 6,000	Base Service Charge
6,001 to 12,500	\$3.81
12,501 to 25,000	\$4.76
25,001 to 50,000	\$7.14
50,001 to 75,000	\$10.72
75,001 to 100,000	\$16.07
Over 100,000	\$24.11

Commercial Water Tiered Volume Charges

Gallons	Cost per 1,000 gallons
0 to 6,000	Base Service Charge
6,001 to 50,000	\$3.25
50,001 to 100,000	\$4.87
100,001 to 150,000	\$7.31
Over 150,000	\$10.97

Water Base Service Charge \$26.48-\$94.42
depending on meter size

Wastewater Base Service Charge: \$28.94
Wastewater Volumetric Rate: \$6.00 per 1,000 gal

Utility Fees



Water Fees			
	FY 2025	FY 2026	Change
Surface Water Fee	\$15.90	\$18.50	\$2.60
TCEQ Fee	0.19	0.20	0.01
Debt Service Fee	23.85	23.89	0.04
Capital Reserve Fee	2.67	2.67	-
Total Fees	\$42.61	\$45.26	\$2.65

Wastewater Fees			
	FY 2025	FY 2026	Change
TCEQ Fee	\$0.05	\$0.05	\$-
Debt Service Fee	17.03	16.91	(0.12)
Capital Reserve Fee	-	-	-
Total Fees	\$17.08	\$16.96	(\$0.12)

Operating Budget



Operating Revenue and Expenses



Category	Water Utility	Wastewater Utility	Total
Operating Revenue	\$4,471,417	\$1,767,160	\$6,238,577
Operating Expenses			
Personnel	1,048,631	1,075,894	2,124,525
Supplies, Maintenance, and Operations	2,844,287	709,371	3,553,658
Services	339,791	78,255	418,046
Total Operating Expenses	4,232,709	1,863,520	6,096,229
Operating Income / (Loss)	\$238,708	(\$96,360)	\$142,348
Depreciation & Amortization	(550,000)	(270,600)	(820,600)
Operating Income / (Loss) after Depreciation	(\$311,292)	(\$366,960)	(\$678,252)

Non-Operating Revenue and Expenses



Category	Water Utility	Wastewater Utility	Equipment Replacement	Total
Non-Operating Revenues				
Impact, Capital and Debt Fees	\$1,244,069	\$590,630	-	\$1,834,699
Interest Earnings	200,000	200,000	-	400,000
Non-Operating Expenses				
Capital Contribution (GBRA waterline)	(750,000)	-	-	(750,000)
Debt Service Costs	(160,882)	(56,716)	-	(217,598)
Transfers In/(Out)	(82,651)	(35,651)	118,302	0
Non-Operating Revenue (Expenses)	\$450,536	\$698,263	\$118,302	\$1,267,101

Combined Net Position



Category	Projected 9/30/2025	FY 2025-26 Change	Projected 9/30/2026
Net Investment in Capital Assets	\$13,908,444	(\$373,008)	\$13,535,436
Unrestricted Net Position			
Water Capital Fund	224,562	167,254	391,816
Wastewater Capital Fund	1,391,874	(473,508)	918,366
Equipment Replacement Fund	718,690	118,302	836,992
Operating Reserve	3,370,753	671,204	4,041,957 *
Debt Service Reserve	1,351,684	478,607	1,830,291
Total Unrestricted Net Position	7,057,563	961,859	8,019,422
Total Net Position	\$20,966,007	\$588,851	\$21,554,858

*Operating Reserve equal to 8 months of operating expense.



Questions?



FY 2025-26

Proposed Budget

Water and Wastewater Utility



Item #13.

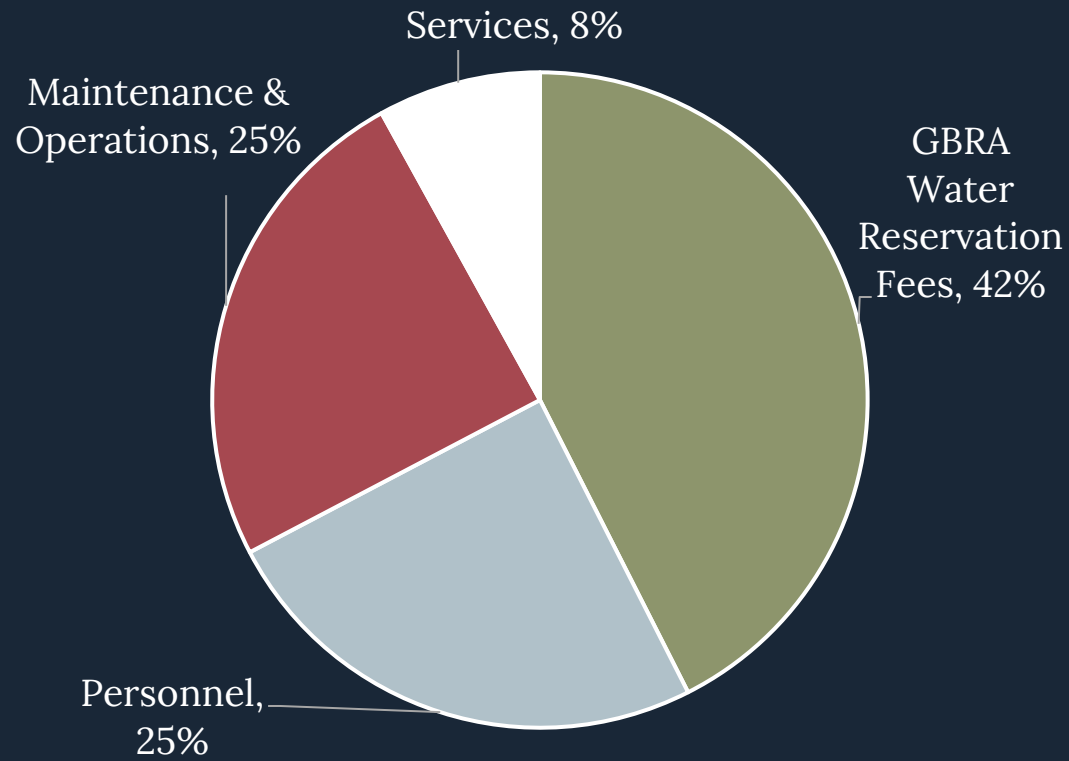
Grant Watanabe, P.E., CFM

Director of Public Works & Engineering
Services

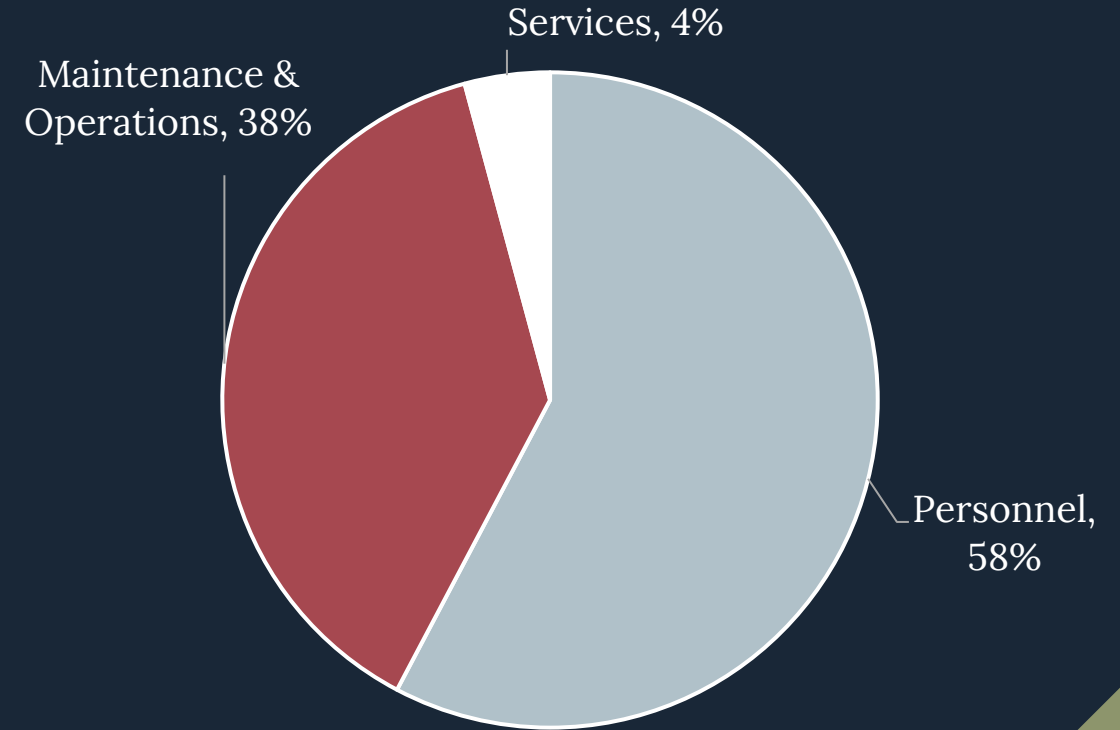
Operating Expenses (before transfers, capital and depreciation)



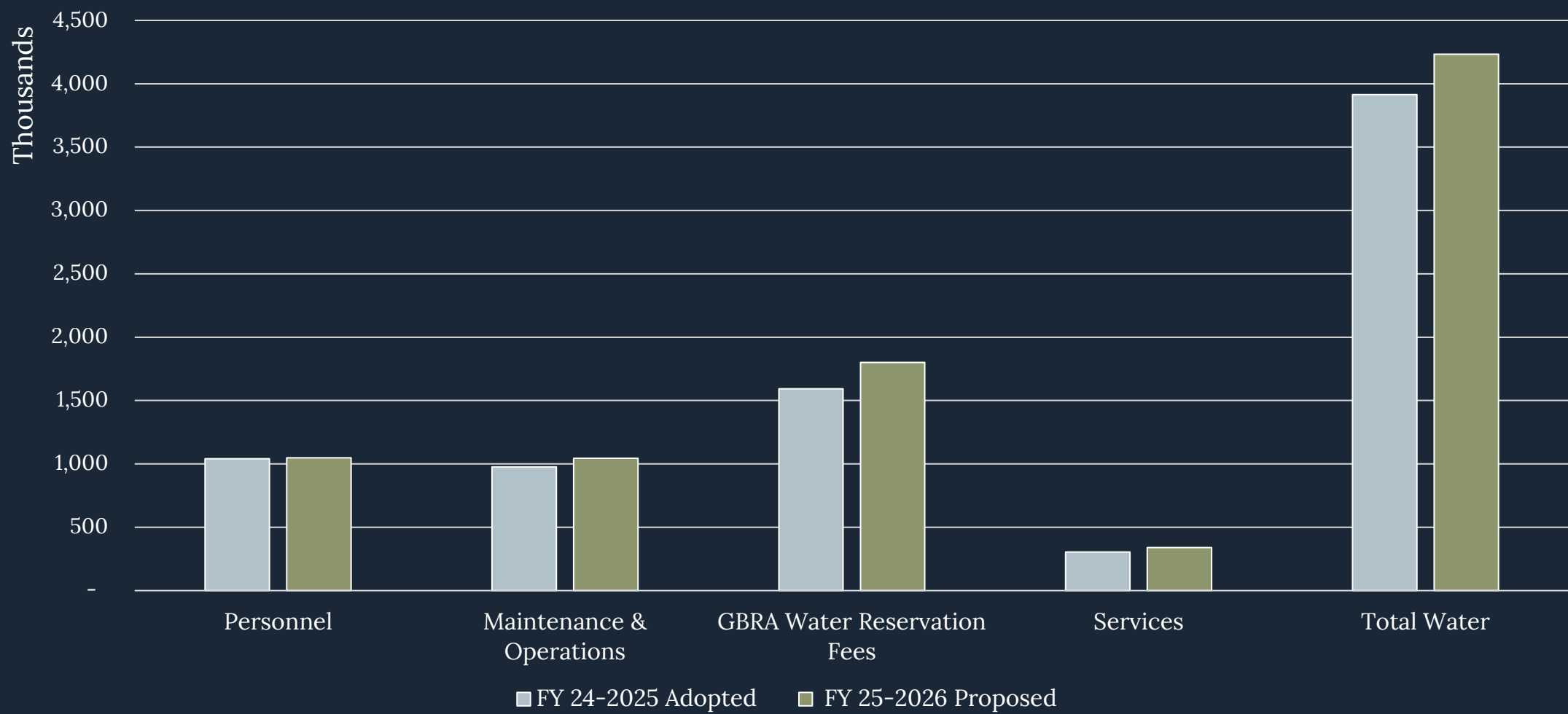
Water Utility (\$4,232,709)



Wastewater Utility (\$1,863,519)



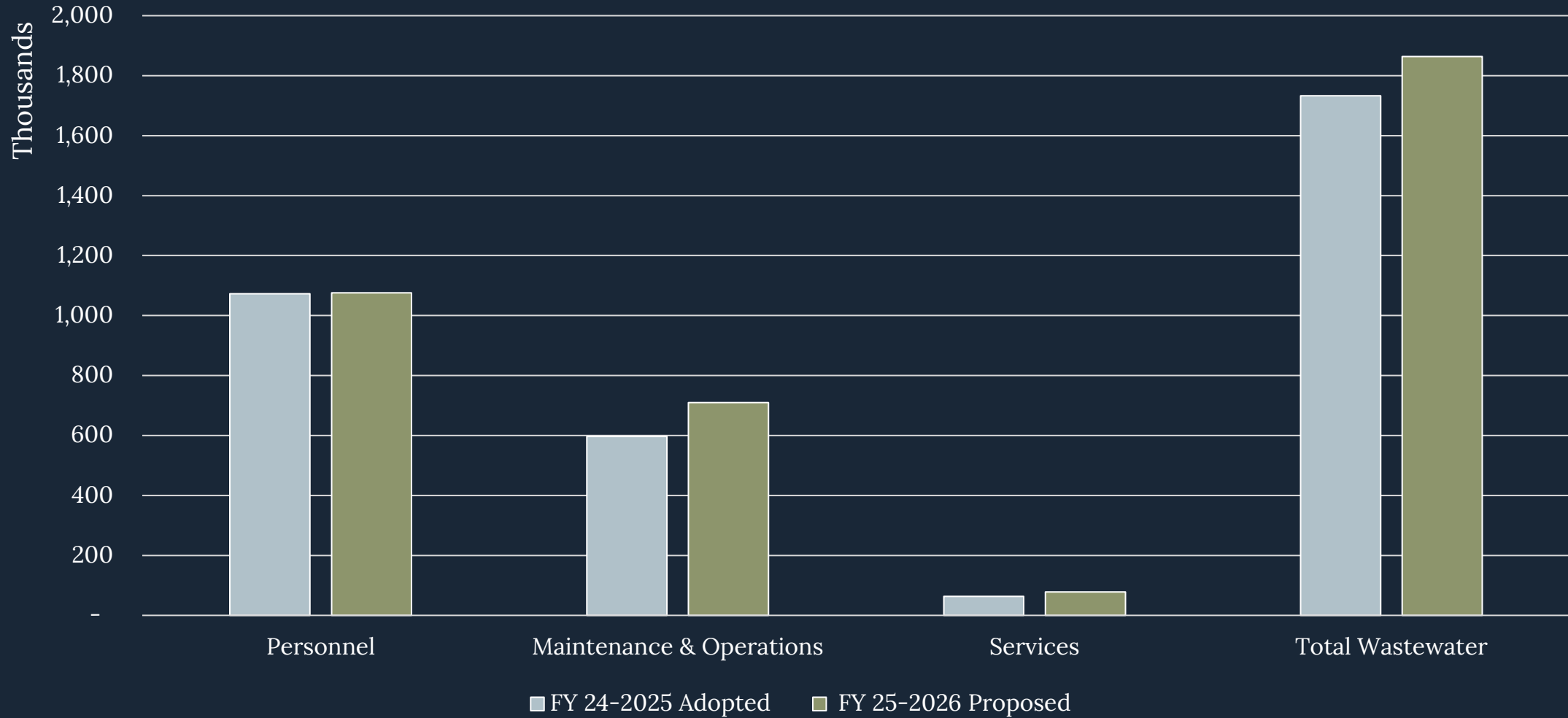
Changes to Expenses - Water



Water Budget Highlights

- Increase of \$30,000 for the maintenance of plant and lines to bring the budget in line with prior year actual costs
- Includes a \$208,355 increase in GBRA fees
- Increase of \$20,000 for additional tank repairs not covered by tank maintenance contract
- Increase of \$14,222 for the rental of a restroom trailer

Changes to Expenses - Wastewater



Wastewater Budget Highlights

- Increase of \$100,000 for critical manhole rehabilitation
- Increase of \$7,000 for clarifier/CLR maintenance
- Increase of \$14,222 for the rental of a restroom trailer

Funded Operational Capital and Equipment



- Replacement of Water Plant Flow Meters (4 total) - \$111,240
- Replacement firewalls for the SCADA system - \$35,000
- Replacement of up to three well pumps (if needed) - \$150,000
- Installation cost for Lift Station auto-dialers (5 total) - \$32,000
- Replacement of Mini Excavator - \$62,698 (funded by ERF)

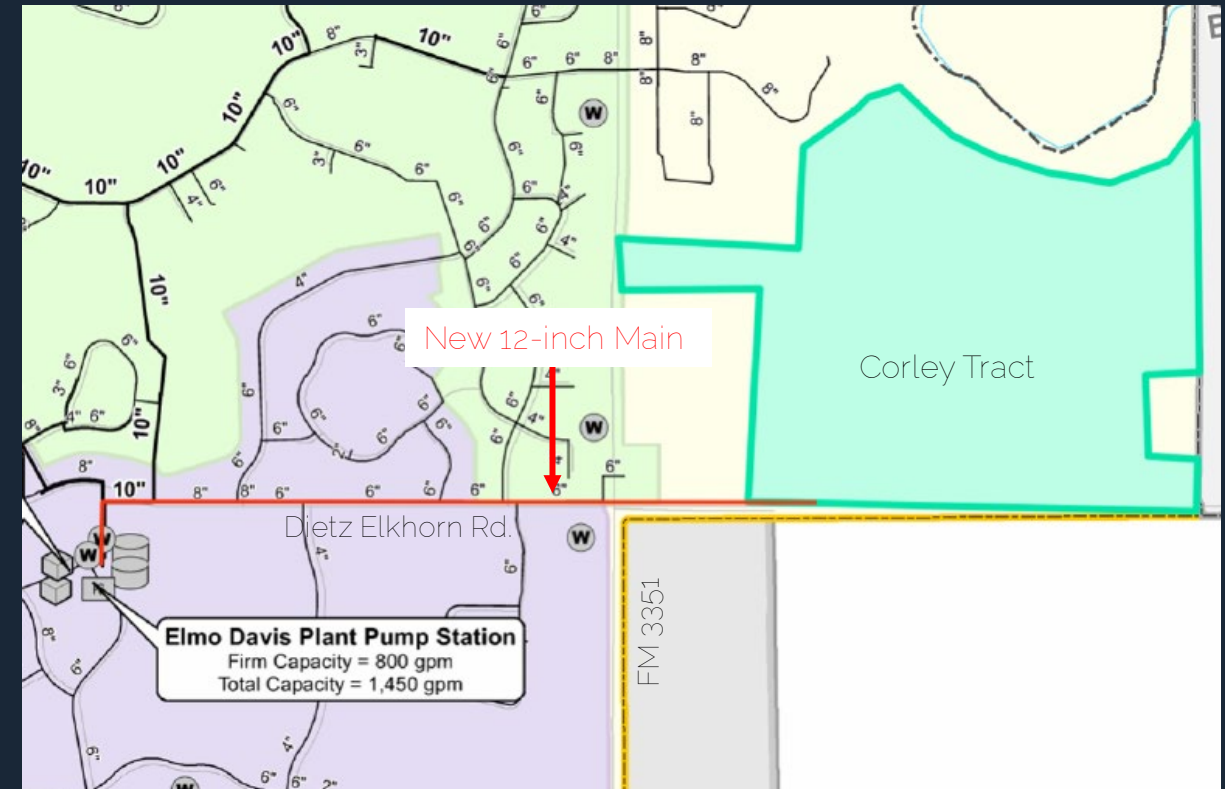
Water CIP Projects



	Prior	2025	2026	2027	Total
Willow Wind Dr./Red Bud Hill Waterline (29R)	\$70,705	\$879,807	\$-	\$-	\$950,512
Elevated Storage Tank (2W)	496,950	-	4,367,901	3,914,527	8,779,378
Rolling Acres Trail Waterline Rehabilitation (28R)	66,794	610,941	-	-	677,735
Expand Plant No. 5 (5W)	229,499	1,320,800	-	-	1,550,299
Old Fredericksburg Rd. Waterline (21W)	291,920	270,400	-	-	562,320
Upgrade Electrical at Plant No. 3 Pump Station (5R)	-	74,419	100,000	-	174,419
SAWS Emergency Interconnect	-	30,000	170,000	-	200,000
Ground Storage Tank at Plant No. 4	-	-	-	400,000	400,000
NEW Dietz Elkhorn Road Waterline	-	-	1,500,000	-	1,500,000
NEW GBRA Waterline	-	-	750,000	-	750,000
Water Total	\$1,155,868	\$3,186,367	\$6,887,901	\$4,314,527	\$15,544,663

Dietz Elkhorn Road Waterline (New)

- City and Developer to cost-share construction of a new 12-inch water main from the Elmo Davis water plant to the eastern side of the City (75% City and 25% Developer)
- Developer to complete design within 90 days of Utility Service Agreement execution.
- City to joint-bid waterline with Dietz Elkhorn (East) Reconstruction project to avoid trenching through new road
- **Total Estimated Cost = \$1,500,000 (City share)**

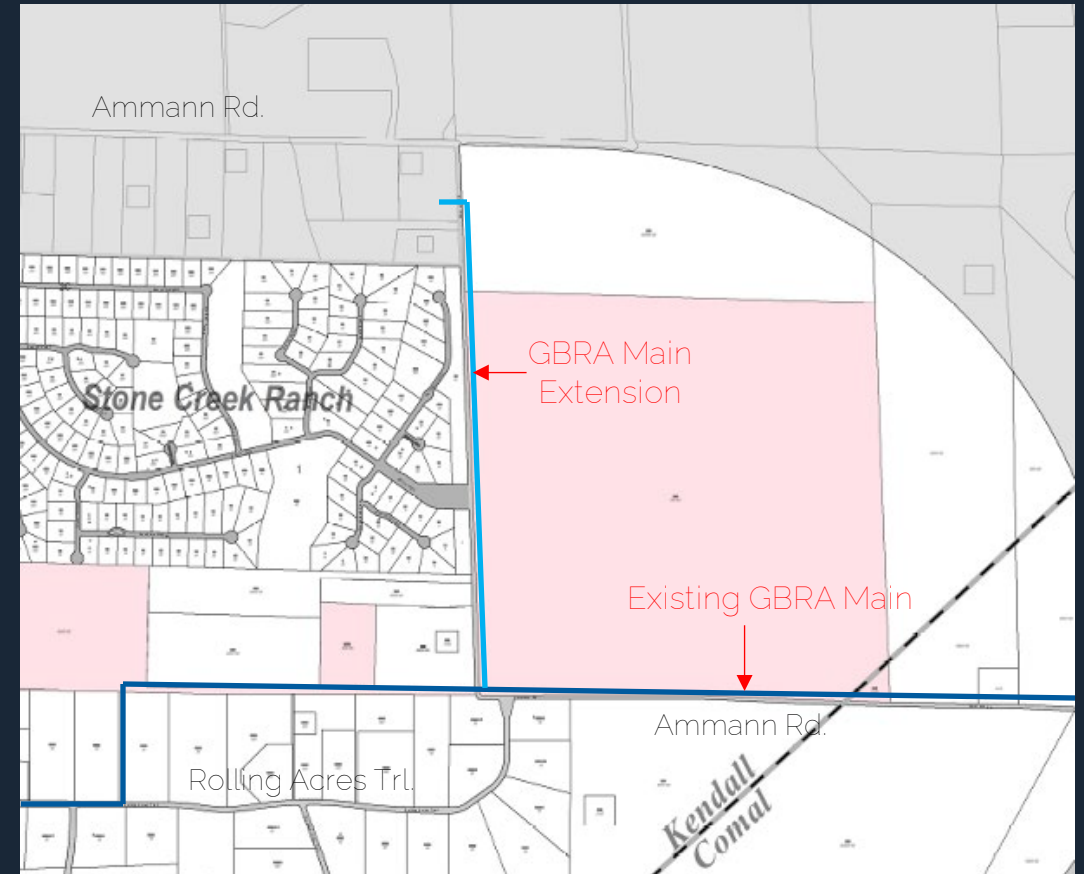


GBRA Water Main Extension (New)



Item #13.

- Project extends the GBRA water main to the Boerne Pump Station and Fair Oaks Ranch Elevated Storage Tank site
- Enables future receipt and distribution of purchased water directly to the northeast portion of the City
- GBRA currently obtaining utility and temporary construction easements
- An ILA or cost-sharing agreement between Boerne and Fair Oaks Ranch is anticipated
- **Total Estimated Cost = \$750,000 (City share)**



Wastewater CIP Projects



	Prior	2025	2026	2027	Total
Wastewater Treatment Plant Phase 1 Expansion (2S)	\$1,211,249	\$-	\$1,714,987	\$2,387,530	\$5,313,766
Install Sewer Line/Decommission Falls Lift Station (1S)	-	-	113,521	811,763	925,284
Wastewater Total	\$1,211,249	\$-	\$1,828,508	\$3,199,293	\$6,239,050

Fencing at Fire Station 3 for lay down yard/storage

Overview

Request Owner	Clint Koerperich, Maintenance Supervisor
Department	Public Health, Safety and Welfare
Form Type	Other
Request Type	Capital Project - Governmental

Description

1. Project Overview

We propose installing perimeter fencing around approximately 40,000 sq ft of open yard at Fire Station 3, located at 30955 Meadow Creek Trail. This area is currently unfenced, limiting secure storage and safe maneuvering of large trucks, trailers, and equipment.

2. Purpose

- **Increase secure storage:** Protect city-owned vehicles, materials, and equipment from unauthorized access or theft.
- **Improve operational safety:** Define clear boundaries for large vehicle movements, reducing collision risk with scattered trees and other obstacles.
- **Minimize liability and downtime:** Prevent accidents that could sideline employees for 3–5 days due to investigations, preserving workforce availability and avoiding overtime or rental costs.

3. Current Conditions & Challenges

- **Total campus area:** ~63,300 sq ft with 47 mature trees, creating a maze-like environment.
- **Operational inefficiency:** Tight turning radii and unclear boundaries lead to slowdowns in daily public works activities.
- **Elevated risk:** Increased potential for vehicle/equipment damage, impacting customer service and departmental productivity.

4. Scope of Work

- **Fence type:** 8-ft-high galvanized chain link on the North and West sides of the lot, 8-ft-high privacy fence along South and East perimeter.
- **Perimeter length:** Approximately 1000 linear feet (est. 40,000 sq ft area).
- **Access gates:** Motorized 20 ft sliding gate for truck entry.
- **Site prep:** Minor grading, tree protection zones, concrete footings.
- **Ancillary:** Fence signage, reflective markers, and drainage accommodations.

5. Cost Estimate

Provided by De La Garza Fence and Supply Co.

1. Supply labor and materials for the installation of 406' of a 1 x 6 x 8' Cedar picket fence with 3 Horizontal rails, the post for the fence to be 2-3/8" x 20 Pipe spaced 8' O.C.
2. Supply labor and materials for the installation of 558' of an 8' x 9- Gauge Chain link fence.
3. Manufacture and install one 8' x 20' opening Cantilever, Slide gate with 4" O.D. Gate pots.
4. Supply and install one Dorking Model 9150 Slide gate operator and pad.
5. Supply and install two Photo beams
6. Supply and install one Free exit Probe
7. Supply and install one Gooseneck Stand
8. Supply and install one AK11 Key pad.
 - Electrical to operator by other
 - Electrical to keypad by other

Total labor and materials; \$ 33,622 No use or sales tax included

Materials: Fence Fabric: 8' x 9- Gauge

Line Posts: 1-7/8" X SS 40 Pipe

Corner Pots: 2-7/8" x SS 40 Pipe

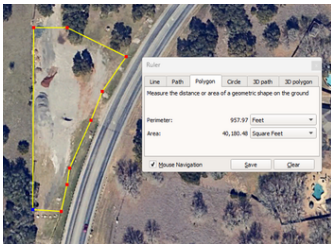
To Rail: 1-5/8" x SS 20 Pipe

6. Benefits & Return on Investment

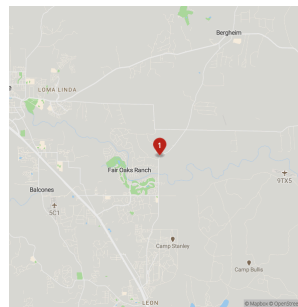
- **Reduced accident claims:** Avoid 3–5 days of employee downtime per incident
- **Lower maintenance costs:** Fewer repairs to city vehicles and equipment.
- **Enhanced security:** Decreased risk of theft or vandalism, saving potentially tens of thousands annually.

- **Operational efficiency:** Streamlined vehicle movements will improve daily throughput and service response times.

Images



Location



Supplemental Attachments

 (/resource/cg-prod-v2/projects/documents/dbef79079148eb08ac2f3.docx)

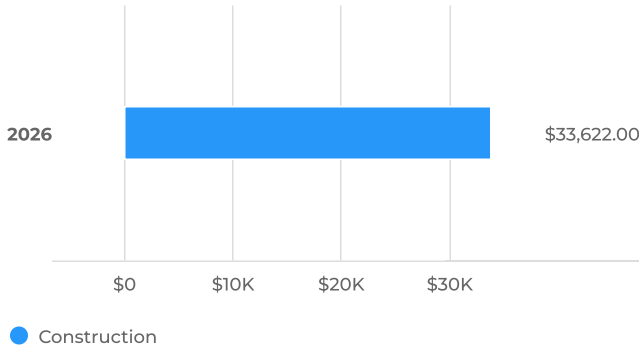
Capital Cost

FY2026 Budget
\$33,622

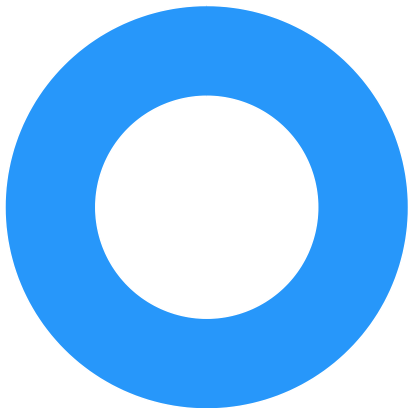
Total Budget (all years)
\$33.622K

Project Total
\$33.622K

Capital Cost by Year



Capital Cost for Budgeted Years



● Construction (100%)
TOTAL

\$33,622.00
\$33,622.00

Capital Cost Breakdown		
Capital Cost	FY2026	Total
Construction	\$33,622	\$33,622
Total	\$33,622	\$33,622

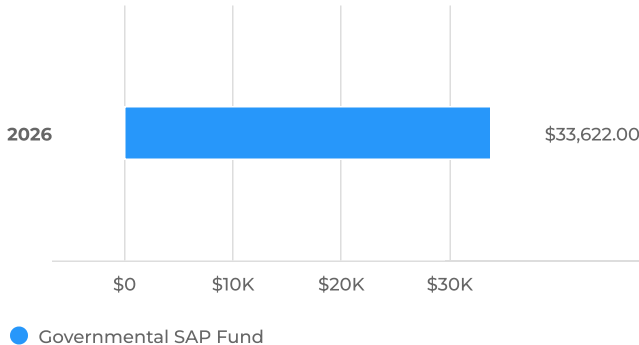
Funding Sources

FY2026 Budget
\$33,622

Total Budget (all years)
\$33.622K

Project Total
\$33.622K

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown		
Funding Sources	FY2026	Total
Governmental SAP Fund	\$33,622	\$33,622
Total	\$33,622	\$33,622

Water Plant Flow Meters x 4

Overview

Request Owner	Will Poole, Water Supervisor
Department	Water
Form Type	Other
Request Type	Equipment Request

Description

Justification for Replacement Flow Meters – Water Treatment Facilities

This request is for the replacement of four aging and outdated flow meters—two located at Water Plant 5 and two at the Elmo Davis Water Treatment Plant. The current equipment is no longer supported by the manufacturer, increasingly inaccurate, and does not meet modern standards for data tracking and operational efficiency.

Upgrading to new, accurate flow meters will enhance the utility's ability to monitor and report water flow to both treatment plants. Improved flow data will directly support efforts to reduce unaccounted-for water loss, a key performance and compliance metric in utility reporting. Reliable flow measurement is also essential for process optimization, regulatory reporting, and long-term asset planning.

Investing in these replacements will improve operational accuracy, strengthen regulatory compliance, and support the utility's broader goal of responsible and efficient water system management.

Images



Flow Meter Example

Details

Information regarding equipment being replaced	Replacing old equipment. Old equipment is not an auction item.
Equipment Status	This will replace an existing piece of equipment (enter additional information below)

Supplemental Attachments

 (/resource/cg-prod-v2/projects/documents/891996e68071c812d3b1.pdf)

 (/resource/cg-prod-v2/projects/documents/d0d647a6e329b2b34f5a.pdf)

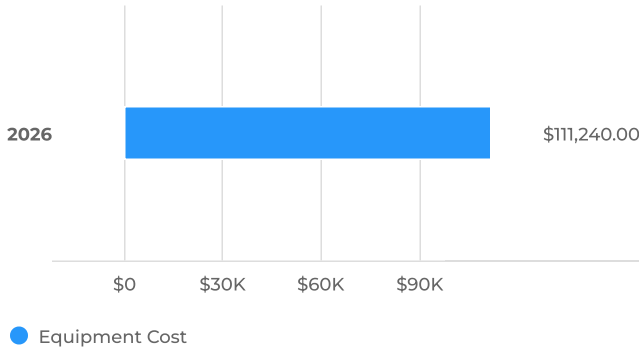
Capital Cost

FY2026 Budget
\$111,240

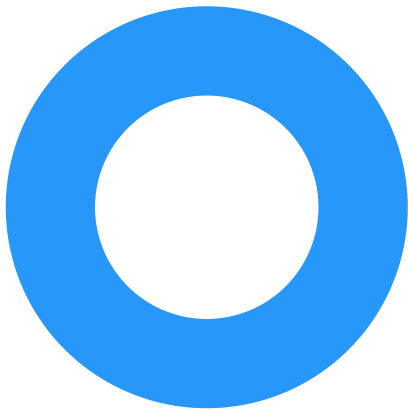
Total Budget (all years)
\$111.24K

Project Total
\$111.24K

Capital Cost by Year



Capital Cost for Budgeted Years



● Equipment Cost (100%)
TOTAL

\$111,240.00
\$111,240.00

Capital Cost Breakdown		
Capital Cost	FY2026	Total
Equipment Cost	\$111,240	\$111,240
Total	\$111,240	\$111,240

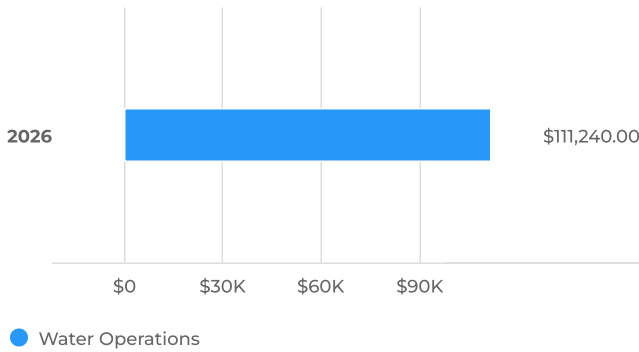
Funding Sources

FY2026 Budget
\$111,240

Total Budget (all years)
\$111.24K

Project Total
\$111.24K

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown		
Funding Sources	FY2026	Total
Water Operations	\$111,240	\$111,240
Total	\$111,240	\$111,240

Replacement Firewalls for SCADA PCs

Overview

Request Owner	Steven Fried, Water Supervisor
Department	Water
Form Type	Other
Request Type	Equipment Request

Description

Justification for Firewall Replacement – Water/Wastewater Facilities

This request is for the replacement of five firewalls that serve critical water and wastewater infrastructure locations. The existing devices have reached the end of their service life and are no longer supported by the manufacturer, leaving them increasingly vulnerable to security risks and system failures, and they do not meet the necessary encryption standards. Replacing these firewalls and the switches would provide us more visibility within the network as they were traditionally managed by Patti Engineering. Patti Engineering does not make many changes to the firewalls, which is optimal for IT to manage them moving forward under a unified view. Replacing the network switches as well would simplify network management and include additional capabilities in future cybersecurity initiatives. These firewalls are cellular based firewalls that will also be able to handle any future connections with a higher bandwidth medium, like fiber or ethernet, for an Internet connection.

These firewalls are a vital component of the utility's cybersecurity framework, protecting operational technology (OT) systems, control networks, and sensitive data from unauthorized access, cyberattacks, and other digital threats. Reliable network security is essential to ensure uninterrupted water and wastewater services to the community, maintain regulatory compliance, and safeguard public health and environmental safety.

Replacing these outdated firewalls will significantly reduce network vulnerabilities, enhance system integrity, and ensure continued protection of critical infrastructure. This investment supports the utility's commitment to secure, reliable, and resilient service delivery.

A rollout would include working with Patti Engineering one plant at a time to ensure minimal downtime. A test would be conducted with Patti ahead of any plant work beginning.

Details

Information regarding equipment being replaced	Existing firewalls. Old equipment has no value.
Equipment Status	This will replace an existing piece of equipment (enter additional information below)

Supplemental Attachments

 [VPN Proposal\(/resource/cg-prod-v2/projects/documents/167982da10a0eda980ae.pdf\)](/resource/cg-prod-v2/projects/documents/167982da10a0eda980ae.pdf)

Proposal from Patti Engineering to upgrade VPN's

Capital Cost Details

These items are to be funded by water and wastewater (80% - 20%)

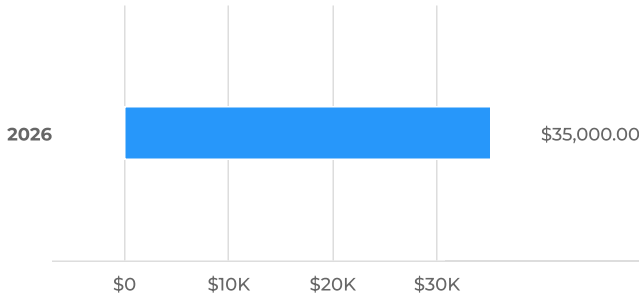
Capital Cost

FY2026 Budget
\$35,000

Total Budget (all years)
\$35K

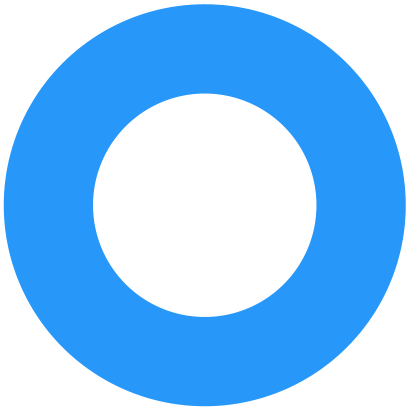
Project Total
\$35K

Capital Cost by Year



● Equipment Cost

Capital Cost for Budgeted Years



● Equipment Cost (100%)
TOTAL

\$35,000.00
\$35,000.00

Capital Cost Breakdown		
Capital Cost	FY2026	Total
Equipment Cost	\$35,000	\$35,000
Total	\$35,000	\$35,000

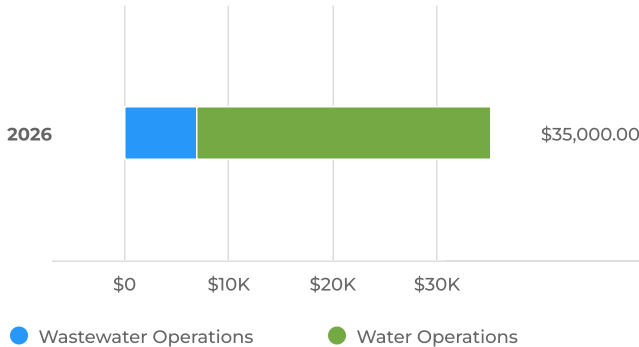
Funding Sources

FY2026 Budget
\$35,000

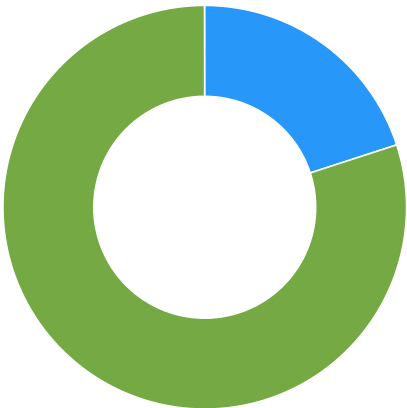
Total Budget (all years)
\$35K

Project Total
\$35K

Funding Sources by Year



Funding Sources for Budgeted Years



Wastewater Operations (20%)
\$7,000.00

Water Operations (80%)
\$28,000.00

TOTAL
\$35,000.00

Funding Sources Breakdown		
Funding Sources	FY2026	Total
Water Operations	\$28,000	\$28,000
Wastewater Operations	\$7,000	\$7,000
Total	\$35,000	\$35,000

Lift Station Auto-Dialer: Installation

Overview

Request Owner	Brandon Garrettson, Wastewater Supervisor
Department	Wastewater
Form Type	Other
Request Type	Equipment Request

Description

We purchased 5 Auto Dialers last year that we would like to integrate with our sewer lift stations associated with the SCADA system. The Auto Dialers will place calls when a particular lift station has lost power or is at a high alarm level. Currently, when there is a loss of power, we get a "Communication Loss" from SCADA, with no further information on the status. The addition of this equipment will give staff a real-time status, allowing them to properly prioritize and mobilize during a power loss event. The scope of this project is as follows:

ENGINEERING DEVELOPMENT

Provide offsite engineering development services

Electrical/CAD design (AutoCAD format)

Offsite Auto Dialer configuration

MATERIALS/EQUIPMENT

Provide required electrical controls hardware:

Interposing Relays

Wire, misc installation materials

ONSITE SUPPORT

Provide up to 2 days (single shift) for:

Installation supervision

Debug

Commissioning

If more than any of the above allotted time is required/requested and Patti Engineering is not directly responsible for the need for the additional time, an extension PO will be required to continue onsite support

Details

Equipment Status	This is a new addition
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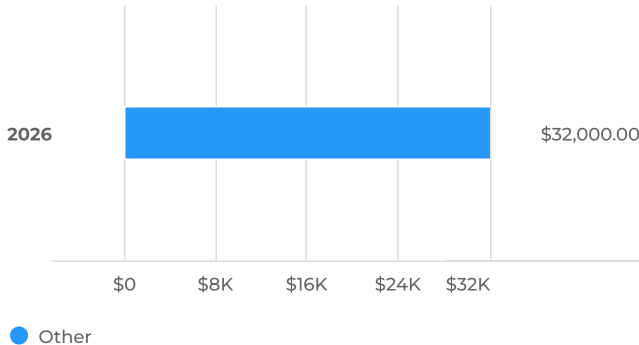
Capital Cost

FY2026 Budget
\$32,000

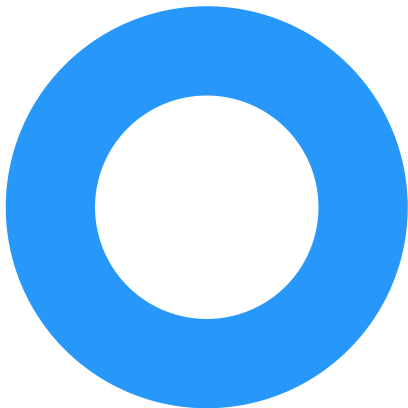
Total Budget (all years)
\$32K

Project Total
\$32K

Capital Cost by Year



Capital Cost for Budgeted Years



● Other (100%)
TOTAL

\$32,000.00
\$32,000.00

Capital Cost Breakdown		
Capital Cost	FY2026	Total
Other	\$32,000	\$32,000
Total	\$32,000	\$32,000

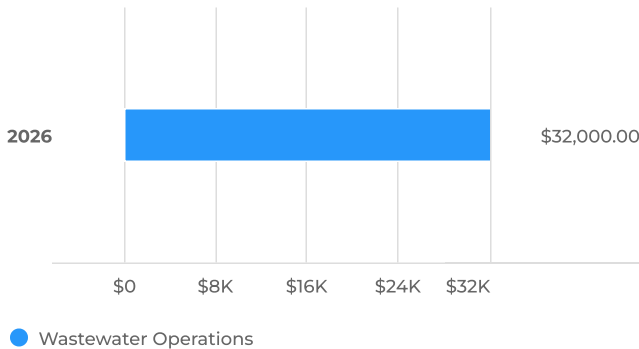
Funding Sources

FY2026 Budget
\$32,000

Total Budget (all years)
\$32K

Project Total
\$32K

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown		
Funding Sources	FY2026	Total
Wastewater Operations	\$32,000	\$32,000
Total	\$32,000	\$32,000

Replacement Mini Excavator

Overview

Request Owner	Steven Fried, Water Supervisor
Department	Water
Form Type	Other
Request Type	Equipment Request

Description

Justification for Replacement Utility Excavator – Water/Wastewater Department

The replacement of the existing utility excavator is essential to maintaining operational reliability and minimizing costly downtime. This machine serves as the department's primary equipment for water and sewer main and service repairs, new installations, and a variety of ongoing maintenance projects. The current unit is 14 years old and is approaching the end of its effective service life for our operations. It was originally scheduled for replacement in the previous fiscal year.

Proactively replacing this equipment is critical to avoiding unexpected breakdowns and the costly, time-consuming repairs associated with aging machinery. Having reliable, fully functional equipment is key to ensuring the department can meet daily operational demands without disruption.

The new excavator will serve both the water and wastewater divisions, enabling crews to respond more quickly and efficiently to service interruptions, emergency repairs, and routine maintenance tasks.

Investing in this replacement now will help mitigate escalating maintenance costs, reduce operational downtime, and ensure the continued delivery of reliable utility services to the community.


Images



Details

Information regarding equipment being replaced	Current Mini Excavator. It has been discussed to keep the old excavator for some less critical operations. Auctioning off the old equipment is still to be considered.
Equipment Status	This will replace an existing piece of equipment (enter additional information below)

Supplemental Attachments

 Mini excavator quote 2025(/resource/cg-prod-v2/projects/documents/50df2cf473bfe0d43e1c.pdf)

Capital Cost Details

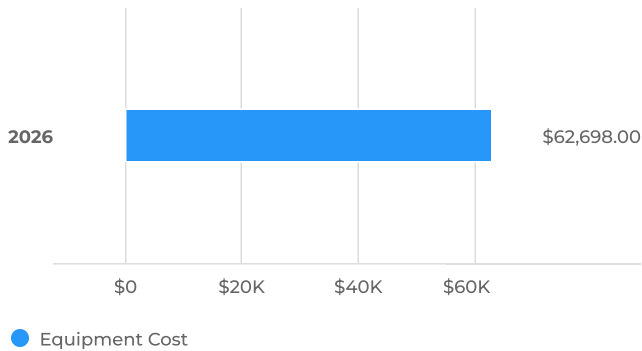
A 10% cost adjustment has been applied to this year's quote to account for inflation and the addition of a quick-connect attachment, which will improve operational efficiency and flexibility in the field.

Cost is to be split between water and wastewater 50/50

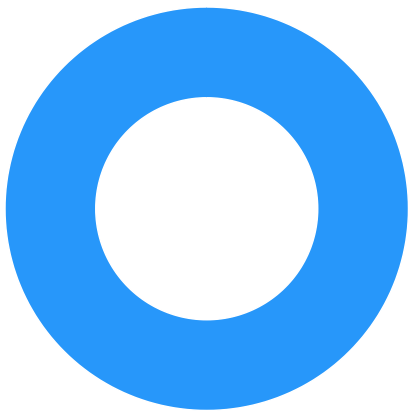
Capital Cost

FY2026 Budget	Total Budget (all years)	Project Total
\$62,698	\$62.698K	\$62.698K

Capital Cost by Year



Capital Cost for Budgeted Years



Equipment Cost (100%)	\$62,698.00
TOTAL	\$62,698.00

Capital Cost Breakdown		
Capital Cost	FY2026	Total
Equipment Cost	\$62,698	\$62,698
Total	\$62,698	\$62,698

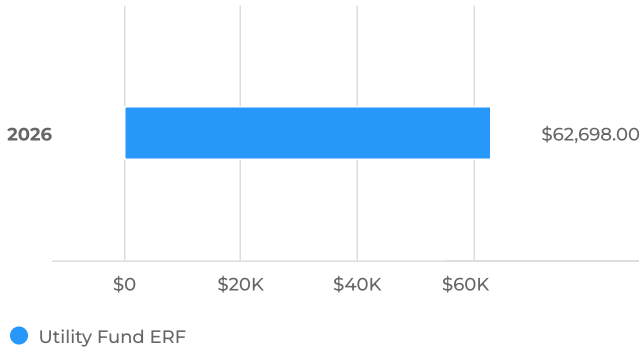
Funding Sources

FY2026 Budget
\$62,698

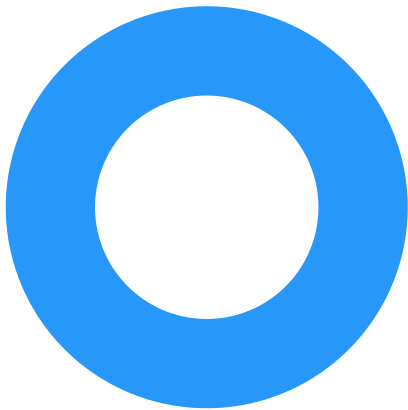
Total Budget (all years)
\$62.698K

Project Total
\$62.698K

Funding Sources by Year



Funding Sources for Budgeted Years



● Utility Fund ERF (100%) \$62,698.00

TOTAL **\$62,698.00**

Funding Sources Breakdown		
Funding Sources	FY2026	Total
Utility Fund ERF	\$62,698	\$62,698
Total	\$62,698	\$62,698



CITY COUNCIL WORKSHOP CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Vestal Park Culvert Design Options
 DATE: July 3, 2025
 DEPARTMENT: Public Works and Engineering Services
 PRESENTED BY: Lee Muñoz, P.E., CFM, Manager of Engineering Services

INTRODUCTION/BACKGROUND:

The Vestal Park Culvert project is located west of the intersection of Rocking Horse Lane and Pimlico Lane. The project involves the replacement of an aging 48-inch corrugated metal pipe (CMP) that has deteriorated over time. While the exact construction date of the culvert is unknown, records indicate it dates back as far as 1995, making it at least 30 years old.

In late 2019, improvements were made to the downstream section of the culvert within the boundaries of Vestal Park. These improvements included the installation of a concrete headwall and wingwalls, dissipation blocks, and decorative rock.

As part of a broader evaluation of drainage infrastructure, staff determined that the invert of the culvert is significantly degraded and in need of repair. The original cost estimate was based on a direct replacement of the existing CMP; however, further analysis revealed that the culvert is undersized for current stormwater capacity requirements. For local residential streets, the Unified Development Code specifies that bridges, culverts and other street crossings are to be designed to convey the 10-year storm under the street.

To address this, staff utilized the General Engineering Consultant (GEC) contract to develop a preliminary project design and updated cost estimate for a capacity-based upgrade. The GEC completed the design and provided a preliminary construction estimate, which exceeds the budgeted amount of \$113,844. Based on this submittal, staff identified three potential project options:

- Option 1: Construct two 6 ft. wide by 4 ft. high concrete box culverts. This option offers the most benefit, including increased stormwater flow capacity and the use of concrete, which resists long-term degradation. The primary drawback is the higher cost compared to the original budget.

Estimated Construction Cost: \$548,000

- Option 2: Replace the existing corrugated metal pipe (CMP) with a 48-inch concrete pipe. This option is more affordable than Option 1 and still provides a material upgrade from CMP to concrete. However, it does not increase the culvert's capacity, meaning stormwater may still overtop the road during rain events.

Estimated Construction Cost: \$371,000

- Option 3: Perform in-house patching of the degraded CMP using concrete to fill voids. This is the least expensive and fastest option, as it would be completed by the City maintenance staff using internal resources. However, it is a temporary fix that would require future maintenance and does not improve the culvert’s capacity.

Estimated Construction Cost: Minimal (in-house labor and materials)

Staff recommends Option 3. It provides the most cost-effective solution to the present erosion issue and can be implemented quickly. It should be noted that future upgrades may be necessary, and motorists may need to detour around the affected area in the event the road is closed due to overtopping. As a point of reference, the estimated capacity of the existing culvert is the 2-year storm event; however, overtopping of the road has not occurred in over 20 years.

Staff seeks direction from City Council regarding the preferred project option. This guidance will enable staff to move forward with the design and construction phases of the selected solution.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

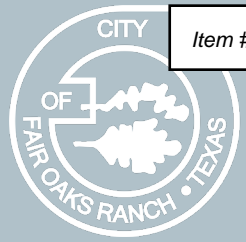
- The project aligns with Pillar 3 subsection 3.3 *Enhance and Ensure Continuity of Reliable Drainage Improvement Initiative* of the City’s Strategic Action Plan.
- The construction of this project will address critical repairs to a deteriorating culvert crossing, helping to prevent a potential pipe collapse that could pose a significant risk to public safety.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The current project budget is \$113,844. Budgetary impacts depend on the direction received during the workshop.



City Council Workshop Vestal Park Culvert Design Options



Item #14.

Lee Muñoz, P.E., CFM
Manager of Engineering Services

Project Summary



- Project location: west of the intersection of Pimlico Lane and Rocking Horse Lane
- Existing culvert: 48-inch corrugated metal pipe (CMP)
- Project was initiated due to significant degradation of the existing CMP
- Staff coordinated a preliminary project assessment under the City's General Engineering Consultant (GEC) contract
- Presentation outlines three potential solutions to address the culvert degradation

Hydrology and Hydraulics

- Stream is part of the Salado Creek Watershed
- Drainage area is approximately 100 acres
- Approximately 330 cubic feet per second of storm water flows to the culvert
- Hydraulic modeling was created to show that approximately 1.22 feet (14.64 inches) of water would overtop the road during a 10-year event
- Hydrology and hydraulic data obtained from the SARA Atlas 14 models and updated with 2021 LiDAR terrain data

Option 1: Box Culvert Design



- Proposes to replace the existing culvert with two 6 ft. wide by 4 ft. high concrete box culverts
- Would reduce the amount of water overtopping the road to 0.4 feet (4.8 inches) during a 10-year event
- Estimated construction cost: \$548,000
- Benefit: increased capacity, longevity, and maintenance improvement

Option 2: Culvert Pipe Design



- Proposes to replace the existing culvert with a 48-inch reinforced concrete pipe
- Would not have a change in the water overtopping the road during a 10-year event
- Estimated construction cost: \$371,000
- Benefit: concrete pipe longevity, maintenance exceeds corrugated pipe, and lower cost

Option 3: Culvert patch repair



- Proposes to patch existing pipe erosion with bags of concrete
- Would not have a change in the water overtopping the road during a 10-year event
- Estimated construction cost: minimal as handled in-house by the maintenance department
- Benefit: cost is significantly less, and handled in-house to expedite completion of project

Staff Recommendation

- Options 1 and 2 present maintenance improvements with concrete base infrastructure
- Options 2 and 3 show a reduced cost but do not improve the amount of storm water overtopping the road during a 10-year event
- Option 3 provides the most cost-effective solution. Future upgrades may be necessary, and citizens will need to be redirected to Fair Oaks Parkway during rain events when road closure due to overtopping occurs.

Recommendation - Option 3

Way Forward

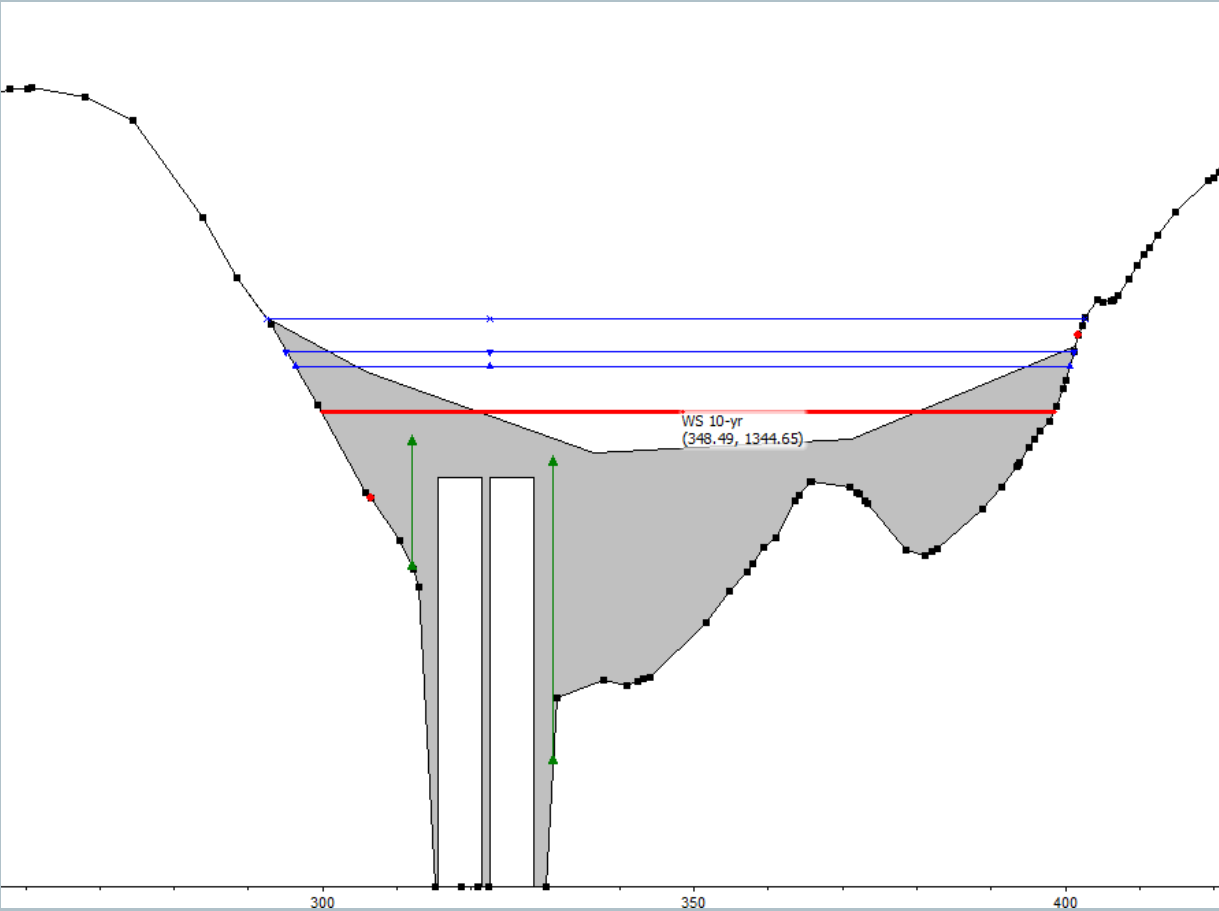
- Feedback from City Council on preferred option
- Budget for this project is \$113,844
- Options 1 or 2 require a budget amendment. Staff will move forward with developing plan sets to bid the project
- Option 3 requires no budget amendment. Staff will begin mobilization and commence patchwork construction

Questions?

Drainage Area Map

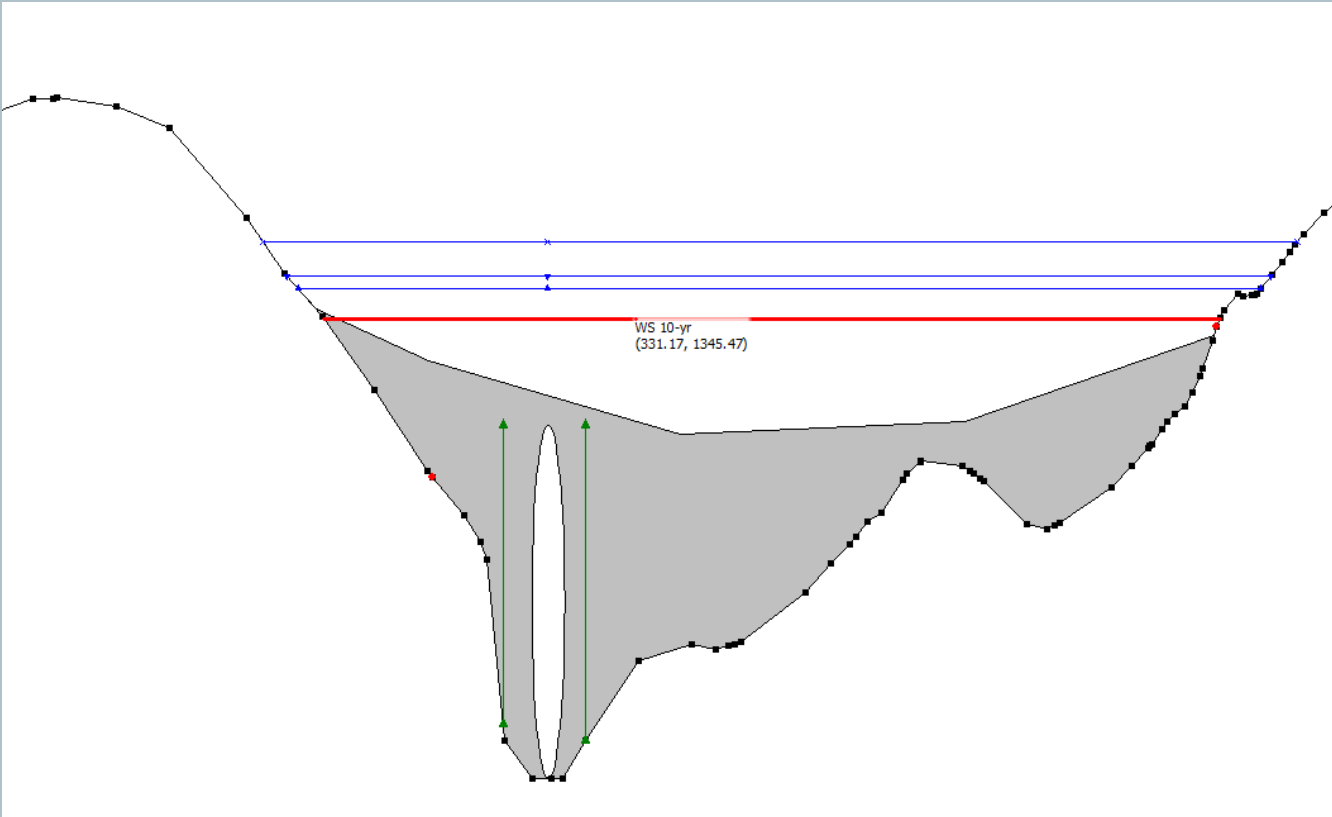


Option 1: Two 6 ft. x 4 ft. Concrete Box Culverts

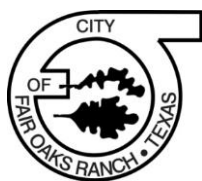


Vestal Park Culvert Replacement					
Item Number	Item Description	Item Unit	Item Price	Quantity	Price
100.1	MOBILIZATION	LS	11%	1	\$34,655.72
100.2	INSURANCE AND BOND	LS	3%	1	\$9,451.56
101.1	PREPARATION ROW	LS	4%	1	\$12,986.08
540	SWPPP	LS	2%	1	\$6,301.04
530.1	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	1000	9	\$9,000.00
531	SIGNAGE	EA	300	2	\$600.00
105.1	CHANNEL EXCAVATION (150 CY < X < 5,000 CY)	ALW	15000	1	\$15,000.00
104.1	STREET EXCAVATION (< 1,000 CY)	CY	74	100	\$7,400.00
	BOX CULVERT EXCAVATION AND BACKFILL (< 600 CY)	CY	\$40.00	80	\$3,200.00
1000.3	WOOD FENCE (INSTALL)(6' HIGH)	LF	74	200	\$14,800.00
9001.1	SMALL TREES (30 GAL.)	EA	606	4	\$2,424.00
205.2	HOT MIX ASPHALTIC PAVEMENT TYPE B (8" COMP DEPTH)(20% MAX RAP)(NO RAS)(PG 64-22)	SY	120	220	\$26,400.00
205.4	HOT MIX ASPHALTIC PAVEMENT TYPE D (2" COMP DEPTH) (< 1,000 SY)	SY	60	220	\$13,200.00
202.1	PRIME COAT	GAL	5	44	\$220.00
203.1	TACK COAT	GAL	7	22	\$154.00
413.2	FLOWABLE FILL (HIGH STRENGTH)	CY	220	30	\$6,600.00
505.1	CONCRETE RIPRAP (5" THICK)(APRON)	SY	177	40	\$7,080.00
505.1	CONCRETE RIPRAP (5" THICK)(FLUME)	SY	177	30	\$5,310.00
307.1	CONCRETE STRUCTURE (WINGWALL PARALLEL WINGS)	EA	20000	2	\$40,000.00
309.1	PRECAST REINFORCED CONCRETE CULVERT (6' X 4')	LF	1200	100	\$120,000.00
550.1	TRENCH EXCAVATION SAFETY PROTECTION	LF	16	50	\$800.00
515.1	TOPSOIL (> 500 CY)	CY	44	11	\$484.00
516.1	BERMUDA SODDING (< 2,000 SY)	SY	11	180	\$1,980.00
SP1	WATERLINE PROTECTION (FLOWABLE FILL)	ALW	25000	1	\$25,000.00
SP2	CONTROL OF WATER	SY	25000	1	\$25,000.00
				Sub-total	\$427,967.96
				Inflation	\$34,237.44
				Contingency	\$85,593.59
				Grand Total	\$547,798.99

Option 2: 48-inch Reinforced Concrete Pipe



Vestal Park Culvert Replacement					
Item Number	Item Description	Item Unit	Item Price	Quantity	Price
100.1	MOBILIZATION	LS	11%	1	\$21,927.40
100.2	INSURANCE AND BOND	LS	3%	1	\$5,980.20
101.1	PREPARATION ROW	LS	4%	1	\$8,357.60
540	SWPPP	LS	2%	1	\$3,986.80
530.1	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	1000	9	\$9,000.00
531	SIGNAGE	EA	300	2	\$600.00
105.1	CHANNEL EXCAVATION (150 CY < X < 5,000 CY)	ALW	15000	1	\$15,000.00
104.1	STREET EXCAVATION (< 1,000 CY)	CY	74	60	\$4,440.00
	BOX CULVERT EXCAVATION AND BACKFILL (< 600 CY)	CY	\$40.00	80	\$3,200.00
1000.3	WOOD FENCE (INSTALL)(6' HIGH)	LF	74	200	\$14,800.00
9001.1	SMALL TREES (30 GAL.)	EA	606	4	\$2,424.00
205.2	HOT MIX ASPHALTIC PAVEMENT TYPE B (8" COMP DEPTH)(20% MAX RAP)(NO RAS)(PG 64-22)	SY	120	160	\$19,200.00
205.4	HOT MIX ASPHALTIC PAVEMENT TYPE D (2" COMP DEPTH) (< 1,000 SY)	SY	60	160	\$9,600.00
202.1	PRIME COAT	GAL	5	32	\$160.00
203.1	TACK COAT	GAL	7	16	\$112.00
413.2	FLOWABLE FILL (HIGH STRENGTH)	CY	220	30	\$6,600.00
505.1	CONCRETE RIPRAP (5" THICK)(APRON)	SY	177	40	\$7,080.00
505.1	CONCRETE RIPRAP (5" THICK)(FLUME)	SY	177	30	\$5,310.00
307.1	CONCRETE STRUCTURE (WINGWALL/RARALLEL WINGS)	EA	20000	2	\$40,000.00
401.1	REINFORCED CONCRETE PIPE (CLASS III)(48" DIA)	LF	363	50	\$18,150.00
550.1	TRENCH EXCAVATION SAFETY PROTECTION	LF	16	50	\$800.00
515.1	TOPSOIL (> 500 CY)	CY	44	11	\$484.00
516.1	BERMUDA SODDING (< 2,000 SY)	SY	11	180	\$1,980.00
SP1	WATERLINE PROTECTION (FLOWABLE FILL)	ALW	25000	1	\$25,000.00
SP2	CONTROL OF WATER	SY	25000	1	\$25,000.00
				Sub-total	\$289,113.56
				Inflation	\$23,129.08
				Contingency	\$57,822.71
				Grand Total	\$370,065.36



CITY COUNCIL WORKSHOP

CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Flock Safety Automated License Plate Reader

DATE: July 3, 2025

DEPARTMENT: Public Safety

PRESENTED BY: Todd Smith, Chief of Police

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch is preparing to implement a network of Automated License Plate Reader (ALPR) cameras provided by Flock Safety, with the goal of enhancing community safety and supporting law enforcement efforts through improved investigative capabilities. This initiative, approved during the FY 2024–25 budget process, reflects a growing public safety trend across Texas communities and is scheduled to go live in August 2025 following system testing and policy finalization.

ALPR technology allows law enforcement to automatically capture and analyze images of vehicle license plates, along with identifying details such as make, model, and color. When a vehicle captured by the system matches a known record on a designated “hot list”—such as a stolen vehicle, missing person case, or wanted suspect—the system automatically alerts authorized officers. In addition to responding to active alerts, investigators can use the system to search historical data for vehicles involved in criminal investigations.

The Fair Oaks Ranch Police Department (FORPD) has drafted clear policies to ensure ALPR usage is strictly limited to official law enforcement purposes. The cameras will not be used for traffic citations, red-light enforcement, immigration monitoring, or the collection of biometric data. No facial recognition capabilities are enabled, and the cameras cannot detect or identify people. The ALPR data is securely stored for 30 days unless it becomes evidence in a criminal case. All access is logged and subject to audit. Only the department’s Lieutenant and Criminal Investigation Sergeant are authorized to conduct searches; patrol officers may only respond to real-time alerts. **(Exhibit A)**

Currently, seven cameras have been installed at major entry and exit points within city limits, with two additional installations pending approval in the TxDOT right-of-way. Locations include intersections such as Fair Oaks Parkway at Leslie Pfeiffer and Dietz Elkhorn at Old Fredericksburg. These locations were selected to maximize coverage of high-traffic corridors and improve response efficiency.

A regional map demonstrates that numerous Texas cities—such as Boerne, San Antonio, Seguin, Round Rock, and Frisco—have already implemented Flock systems. Fair Oaks Ranch joins this growing network with the intention of leveraging shared data capabilities to enhance regional safety. Data sharing with other agencies will be allowed only upon written request and will require approval by authorized FORPD personnel.

The Flock system's utility is exemplified in cases such as locating missing or endangered residents. For example, if a vulnerable resident is reported missing while driving a silver Honda Civic, officers can enter this description into the Flock system. If any camera captures a matching vehicle, the system immediately alerts police with the time and location of the sighting, aiding in a potentially swift and safe resolution.

The Police Department is currently in a testing phase to validate the system's performance and confirm the accuracy of its public-facing transparency portal. Final internal procedures are being refined to ensure full compliance with an adopted policy. Once activated, the system will operate with robust safeguards and oversight, ensuring it serves its intended purpose: to protect the community while respecting individual privacy.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Aligns with Strategic Action Plan Pillar 4 Public Health and Safety
- Directly support the City's mission to protect and promote a high quality of life for all residents
- Will provide law enforcement with timely, actionable information, the Flock Safety camera system will enhance community safety, help deter criminal activity, and improve response times

LONGTERM FINANCIAL & BUDGETARY IMPACT:

A total of \$34,050 was allocated for the first year of implementation, which includes the purchase and installation of nine Flock Safety cameras. Ongoing annual operating costs are projected at approximately \$27,000.

Flock Safety

Automated License Plate Reader
(ALPR)

Todd Smith
Chief of Police

What is an ALPR?



- Automated license plate reader cameras
 - Used by law enforcement and communities to enhance public safety
 - Takes a picture of the rear of a vehicle and a close-up image of the license plate
 - Are equipped with technology that can automatically read license plates and extract vehicle details: make, model, and color
- System can alert law enforcement or designated users when a vehicle on a pre-defined “hot list” (missing person, stolen vehicle or vehicle known to be connected to a wanted person) passes by a camera
- Law enforcement can search database for vehicles based on license plate numbers, vehicle characteristics, or other identifying information

Why Flock Safety Cameras?



- Alerts law enforcement when a stolen vehicle or a suspect enters the community, enabling a faster response
- Captures license plate information and vehicle details, which are crucial for identifying suspects and vehicles involved in crimes
- Discourages potential criminals from committing offenses
- Helps law enforcement solve crimes faster
- Integrates with AMBER (for children) and Silver Alerts (for elderly individuals), enhancing location and recovery efforts

Use Case Example



If one of our vulnerable community residents is missing and believed to be driving a silver Honda Civic, Police can input that description into the Flock system

If a Flock camera detects a matching vehicle and license plate, the system notifies law enforcement with the time and place of the sighting, potentially leading to a safe and timely return of our resident

What will Flock cameras not be used for?

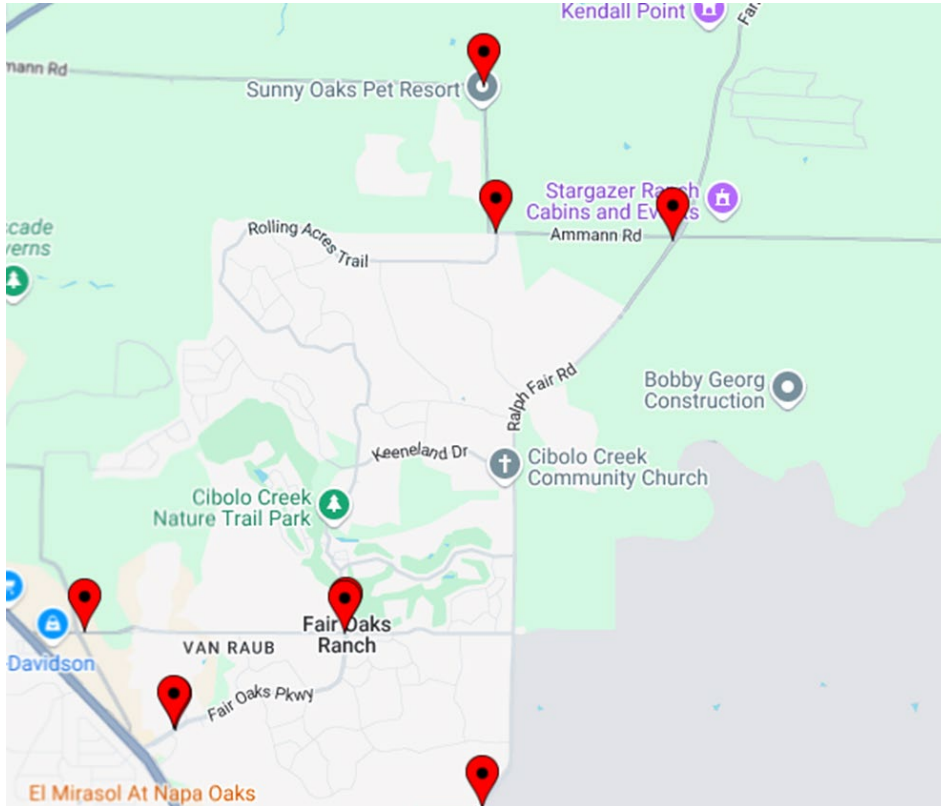
- Will not be used for traffic enforcement, citations, immigration enforcement, or monitoring driving behavior
- Are not equipped with facial recognition capabilities
 - Does not detect people, gender, or race
- All data collected will never be sold or used for any commercial purposes

When was this approved and how much does it cost?



- Initially requested at the June 6, 2024 regular City Council meeting
- Purchased approved in FY 2024-25 budget
 - Budget approval: \$34,050 nine cameras
 - Annual operational cost: \$27,000

Flock Camera Locations



- Approved cameras to be installed at
 - City ingress / egress points
 - Intersection of Dietz Elkhorn and Fair Oaks Parkway
- Seven installed in the city right of way
- Two to be installed in the TxDOT right of way on Ralph Fair Road

- 329 Ammann Rd
- 31299 Ralph Fair Rd at Amman Rd – Southbound
- 27996 Ralph Fair Rd – Northbound
- Fair Oaks Pkwy at Leslie Pfeiffer – Northbound
- Fair Oaks Pkwy at Leslie Pfeiffer – Southbound
- Dietz Elkhorn at Old Fredericksburg
- Rolling Acres at Amman Rd – Southbound
- Fair Oaks Pkwy at Dietz Elkhorn – Northbound
- Fair Oaks Pkwy at Dietz Elkhorn – Southbound

Texas Cities with Flock Systems

- Boerne – San Antonio – Universal City – San Marcos – Bulverde – Castle Hills – Castroville – Bexar County
- Selma – Seguin – New Braunfels – Bastrop– Kyle – Buda
- Round Rock –Pflugerville – Williamson County – Aransas Pass – Frisco – Trophy Club – Rosenberg – Addison –Burnet County– Odessa – Colleyville
- Numerous school districts, businesses, and neighborhoods

Where are we at now?

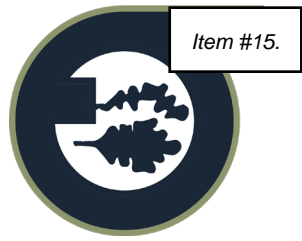
- Police Department is in a testing phase to ensure the accuracy of the transparency portal and to further define roles for patrol officers and criminal investigation team
- Will become operational
 - after completion of thorough testing
 - after formal adoption of policies governing use
- Scheduled to go live August 2025

Policies and Procedures

- Use and Access
 - Law enforcement purposes
 - Restrictions
- Access Management
 - Lieutenant and CID Sergeant
- Data sharing
 - Permissions required
- Records Retention and Audits
 - 30 days unless evidence in a criminal or civil case
 - Audits conducted monthly


Who has access to the data?

- Authorized Fair Oaks Ranch Police Department personnel
 - Access will be logged and audited
- Data securely stored for 30 days unless part of an active investigation
- Public Transparency Portal can show
 - Number of vehicles passed by the cameras in the last 30 days
 - Number of “hotlist” hits received
 - Which agencies have access
 - Number of searches FORPD has conducted



Questions?

EXHIBIT A

	FAIR OAKS RANCH POLICE DEPARTMENT	
	Policy 433 Automated License Plate Reader (ALPR)	
	Effective Date: 08/01/2025	Replaces:
	Approved: Todd Smith Chief of Police	
	Reference:	

I. POLICY

Automated License Plate Reader (ALPR) technology allows for the automated detection of license plates. ALPRs are used by the Fair Oaks Ranch Police Department (FORPD) to use data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, electronic surveillance of crime suspects, fleeing suspect interdiction and stolen property recovery. FORPD submits reads through Flock Safety directly to Texas Department of Public Safety (DPS). We send reads back to DPS every 24 hours and retain data for 30 days. FORPD respects privacy rights and will ensure its use of ALPR technology first and foremost protects those rights.

II. PURPOSE

The purpose of this policy is to provide Fair Oaks Ranch Police Department personnel with guidelines on the proper capture, storage, and use of digital data obtained using the ALPR systems. The availability and use of ALPR systems provide many opportunities for the enhancement of productivity, effectiveness, and officer safety. It is the policy of FORPD that all members abide by the guidelines set forth herein when using ALPR systems.

III. DEFINITIONS

1. ALPR: Automated License Plate Reader
2. CID: Criminal Investigation Division
3. DPS: Texas Department of Public Service
4. FORPD: Fair Oaks Ranch Police Department
5. FOIA: Freedom of Information Act
6. FOUO: For Official Use Only
7. Read: Digital images of license plates, vehicles, and associated metadata (e.g., date, time, and geographic coordinates associated with the vehicle image capture) captured by the ALPR system.

EXHIBIT A

8. Alert: A visual and/or auditory notice that is triggered when the ALPR system receives a potential “hit” on a license plate.
9. Hit: A read matched to a plate that has previously been registered on an agency’s “hot list” of vehicle plates related to stolen vehicles, wanted vehicles, or other factors supporting investigation, or which has been manually registered by a user for further investigation.
10. Hot list: License plate numbers of stolen cars, vehicles owned by persons of interest, vehicles used in the commission of crimes or related to identified crime suspects, vehicles associated with AMBER Alerts, etc. that are regularly added to “hot lists” circulated among law enforcement agencies. Hot list information can come from a variety of sources, including stolen vehicle information from the National Insurance Crime Bureau and the National Crime Information Center (NCIC), as well as national AMBER Alerts and Department of Homeland Security watch lists.
11. Fixed ALPR system: ALPR cameras that are permanently affixed to a structure, such as a pole, a traffic barrier, or a bridge.
12. TCIC/NCIC: Texas Crime Information Center / National Crime Information Center databases.
TLETS: Texas Law Enforcement Telecommunications System, which is a secure network through which access to TCIC/NCIC information is accessed.

IV. USE AND ACCESS

1. ALPR may be used for law enforcement purposes, including but not limited to:
 - a. Pursuing information relevant to an ongoing criminal investigation.
 - b. Locating a missing or endangered person.
 - c. Locating a lost or stolen vehicle.
 - d. Apprehending an individual with an outstanding warrant.
2. Use of ALPR for Investigations:
 - a. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
 - b. ALPR data should be used to canvass areas around homicides, shootings, and other major incidents.
3. Use of an ALPR is restricted to the purposes outlined below:
 - a. Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.
 - b. Only a sworn or civilian employee of this department who has been authorized by the Chief of Police to operate an ALPR and has successfully completed the provided training will be authorized to access ALPR data.
 - c. An ALPR shall only be used for official law enforcement business.
4. All uniformed officers, supervisors, and the CID Division will have access to hotlist alerts.
5. The Lieutenant and CID will have access to review data from ALPR.

EXHIBIT A

6. ALPR may not be used for:
 - a. Traffic enforcement or red-light enforcement.
 - b. Fines or fees, including expired tags.
 - c. To obtain biometric information.
 - d. Selling data to private third parties like repossession companies.

V. ACCESS MANAGEMENT

1. The Lieutenant is responsible for:
 - a. Maintaining a list of the names and job titles of all authorized users.
 - b. Developing training requirements.
 - c. Promptly disclosing to the Chief of Police any security breach with respect to the agency's ALPRs or ALPR data.
2. The CID Sergeant is responsible for:
 - a. Ensuring systems and processes are in place for the proper collection and retention of ALPR data.
 - b. Managing and transferring data obtained as evidence in an offense to the designated storage following department procedures.

VI. RESPONSE

1. Patrol Personnel - Upon being notified of an ALPR notification, on-duty personnel will respond to the area to attempt to locate the suspect vehicle. If the vehicle is located, proper traffic stop procedures shall be followed based on the type of hit, officer observations, and other factors present.
2. CID personnel shall utilize ALPR data to assist in the identification of suspects involved in criminal activity in the City of Fair Oaks Ranch.
3. When ALPR data is used to assist in the identification of a suspect or vehicle linked to criminal activity, the ALPR data shall be downloaded from the system and stored as evidence in accordance with the evidence retention policy.
4. The officer shall verify an ALPR response through the appropriate official law enforcement database and corroborate the data before taking enforcement action that is based solely on an ALPR alert.

VII. DATA SHARING CRITERIA AND PROTOCOLS

1. To maximize the effectiveness of the ALPR's, the data may be shared with neighboring agencies that also deploy Flock cameras.
2. The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures: The agency makes a written request for the ALPR data that includes:
 - a. The name of the agency.
 - b. The name of the person requesting.

EXHIBIT A

- c. The reason for the request.
3. All requests will be reviewed by the Lieutenant or the authorized designee and approved before the request is fulfilled.
4. Approved requests will be retained on file.

VIII. PROTECTIONS

1. Data Ownership: FORPD owns the data transferred from ALPR's and stored as evidence. Only photographs that are stored by FORPD are subject to FOIA requests. Any other camera footage requests shall be directed to Flock Safety for compliance.
2. Retention: Data will be kept for 30 days, unless it has become, or it is reasonable to believe it will become, evidence of a criminal or civil action or subject to discovery or other lawful action.
3. Auditing: Audits will be conducted monthly under the direction of the Lieutenant to ensure users are entering valid search reasons and/or real case numbers and using the system in accordance with this policy. Audits will include reconciliation with conducting officers.
4. Training: All officers will be trained in the appropriate use, hotlist response, and system access.
5. Misuse Policy: Any misuse or violations of this policy will be handled in accordance with the department's disciplinary action policy.

IX. PRIVATELY OWNED CAMERA SYSTEMS

1. FORPD recognizes local businesses and/or residents may want to purchase privately-owned ALPR systems and link them to the FORPD network of systems.
2. All private systems linked to the FORPD system must be approved by the Chief of Police. All data received by FORPD shall become Fair Oaks Ranch Police Department data and subject to all provisions of this policy. FORPD shall not be responsible for any costs associated with a privately funded ALPR system.
3. Privately-owned ALPR systems must meet all local government right-of-way ordinances, rules, and regulations.
4. FORPD will not actively monitor any privately-owned ALPR or video systems.