



AGENDA
REGULAR MEETING OF THE LIVE OAK CITY COUNCIL
CITY OF LIVE OAK
WILL BE HELD AT THE LIVE OAK COUNCIL CHAMBERS
8001 SHIN OAK DRIVE
TUESDAY, JUNE 9, 2026 | 7:00 PM

The public may watch the meeting live at www.liveoaktx.net by clicking the "Agendas, Minutes & Live Meetings" button.

- 1. CALL TO ORDER**
- 2. INVOCATION/PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. CITIZENS TO BE HEARD**

Per City of Live Oak Code of Ordinances

Section 2-21.5 (1) Live Oak Municipal Code: The rules of courtesy are adopted for persons in attendance at all meetings of Council include: "Those signed up to speak under Citizens To Be Heard shall be called upon in the order that they have registered. No personal attacks shall be allowed by any speaker."

Section 2-21.1 – Preservation of order includes: "The Mayor shall preserve order and decorum, prevent personal references to Council Members or impugning of other members' motives."

- 5. CONSENT AGENDA**
 - A. Approval of Minutes**
 - May 26, 2026
 - B. Approval of the Bexar Metro 9-1-1 Network District FY 2027 Proposed Financial Plan and Budget.**
- 6. SPECIAL CONSIDERATION**
 - A. Proclamation for Elder Abuse Awareness Month – Mayor Dennis**
 - B. Proclamation for National Lifeguard Appreciation Day – Mayor Dennis**
- 7. NEW BUSINESS**
 - A. Discussion and possible action regarding ratification of Ordinance 1698, adopting the 2024 International Fire Code including Appendices B, C, D, E, I, and K, to include Exhibit A – Interim Assistant Fire Chief Luna**
 - B. Discussion and possible action regarding an update of the City's Annual Storm Water Management Program – Mr. McNew**
 - C. Discussion and possible action regarding a Resolution authorizing the City Manager to enter into an agreement with KYA Services, LLC through The Interlocal Purchasing System (TIPS) cooperative purchasing program, for Phase 1 of the design and installation of Erosion, Beautification measures and Sitework in the Main City Park and Lake Park in the amount of \$569,114.13, and authorizing an additional 10% for contingencies for a total amount not to exceed \$626,025.54– Mr. McNew**

- D. Discussion and possible action regarding a Resolution authorizing the City Manager to enter into an agreement with KYA Services, LLC through The Interlocal Purchasing System (TIPS) cooperative purchasing program, for the design and construction of picnic stations in City parks in the amount of \$238,819.46, and authorizing an additional 5% for contingencies for a total amount not to exceed \$250,760.43– Mr. McNew
- E. Discussion and possible action regarding a Resolution authorizing the City Manager to enter into an agreement with KYA Services, LLC through The Interlocal Purchasing System (TIPS) cooperative purchasing program, for the design and construction of a basketball pavilion over the existing court in the Main City Park in the amount of \$541,794.62, and authorizing an additional 5% for contingencies for a total amount not to exceed \$568,884.35.– Mr. McNew
- F. Discussion and possible action regarding the Monthly Financial Report ending April 30, 2026 – Mr. Kowalik

8. EXECUTIVE SESSION

- A. The City Council will meet in Executive Session pursuant to Government Code Section 551.071, Consultation with Attorney related to *3KNR Ventures, LLC v City of Live Oak, et al*, Case No. 04-25-00640-CV in the 4th Court of Appeals to receive advice and discuss the status of the pending litigation.
- B. Reconvene into open session and take action on any item discussed in Executive Session.

9. CITY COUNCIL REPORT

- A. City Council Members report regarding discussion of City issues with citizens.

10. GENERAL ANNOUNCEMENTS FOR CITY COUNCIL AND STAFF

- A. City Council
 - Ribbon Cuttings, upcoming City Events, Special meetings and workshops, conferences and special acknowledgements.
- B. Staff
 - Ribbon Cuttings, upcoming City Events, Special meetings and workshops, conferences and special acknowledgements.

11. ADJOURNMENT

I certify that the above notice of meeting was posted on the bulletin board of the City Hall, 8001 Shin Oak Drive, City of Live Oak, Texas, on June 3, 2026, by 6:00 p.m.

Isa Gaytan

Isa Gaytan, TRMC City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretative services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office, for concerns or requests, at (210) 653-9140, Ext. 2213.

The City Council for the City of Live Oak reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Governmental Code §§ 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberation about Security Devices), and 551.086 (Economic Development), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session.

REQUEST PHONES BE TURNED OFF, WITH THE EXCEPTION OF EMERGENCY ON-CALL PERSONNEL

It is possible that a quorum of the Live Oak Economic Development Corporation, Parks and Recreation Commission, Planning and Zoning Commission and Board of Adjustment Commission could attend this meeting. The individual member's will not engage in any discussion or deliberation on any matters presented by the agenda.



**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF LIVE OAK
8001 SHIN OAK DRIVE
TUESDAY, MAY 26, 2026, 7:00 P.M.**

1. CALL TO ORDER

Mayor Dennis called the meeting to order at 7:00 p.m.

2. INVOCATION/PLEDGE OF ALLEGIANCE

The pledge of allegiance was completed followed by Cora Wilkerson singing the National Anthem.

3. ROLL CALL

Councilmember Mendell Morgan, present

Mayor Pro-Tem Bob Tullgren, present

Councilmember Dr. Erin Perez, present

Councilmember Ed Cimics, present

Councilmember Aaron Dahl, present

Mayor Mary M. Dennis, present

STAFF IN ATTENDANCE

Anas Garfaoui, City Manager

Ron Ruthven, Assistant City Manager

Leroy Kowalik, Finance Director

Edmond McNew, Interim Public Works Director

Chief Keith Drewry, Fire Department

Donna Lowder, Manager of Economic Development Corporation

Isa Gaytan, City Secretary

4. CITIZENS TO BE HEARD

Carolyn DeLecour introduced herself as a candidate for the Alamo Colleges Board of Trustees, district 9.

5. CONSENT AGENDA

A. Approval of Minutes

- May 12, 2026
- May 13, 2026 (Special Canvassing Meeting)

B. Approval of an excused absence for Mayor Dennis for the May 12, 2026, City Council meeting.

Motion was made by Mayor Pro-Tem Tullgren and seconded by Councilmember Perez to approve the consent agenda.

Vote FOR: Councilmembers Morgan, Tullgren, Perez, Cimics, and Dahl; PASSED 5/0

6. SPECIAL CONSIDERATION

A. Proclamation for National Safety Month – Mayor Dennis

Proclamation was read and presented.

B. Proclamation for National Garden Week – Mayor Dennis

Proclamation was read and presented.

C. Proclamation for Small Cities Month – Mayor Dennis.

Proclamation was read and presented.

D. Proclamation for National Oral Health Month – Mayor Dennis

Proclamation was read and presented.

E. Recognition of former Councilmember, Place 1, Angela L. Green – Mayor Dennis

Former Councilmember Angela L. Green was presented with a plaque and flowers in recognition of her years of service to the City of Live Oak.

7. NEW BUSINESS

A. Discussion and presentation of Certificates of Election, Oath of Office, and Statement of Officers to candidates for Mayor and two City Council Members Places Two and Four to the City Council and declaring the results and the members as “elected” for the General Election held May 2, 2026 – Mrs. Gaytan

The Oath of Office was administered to the re-elected City Officials.

B. Discussion and possible action to elect a Mayor Pro-Tem – City Council

Motion was made by Councilmember Dahl and seconded by Councilmember Morgan to nominate Mayor Pro-Tem Tullgren to continue to serve as Mayor Pro-Tem.

Vote FOR: Councilmembers Morgan, Perez, and Dahl Vote AGAINST: Tullgren and Cimics; PASSED 3/2

C. Discussion and possible action regarding City Council consent for Mayor Dennis to appoint an Ad Hoc Special Committee to review the City Charter – Mrs. Gaytan

Motion was made by Councilmember Morgan and seconded by Councilmember Perez to appoint the residents mentioned be appointed to the Charter Review Committee.

Vote FOR: Councilmembers Morgan, Perez, Cimics, and Dahl; PASSED 5/0

D. Discussion and possible action regarding the Quarterly Financial Report ending March 31, 2026 – Mr. Kowalik

Mr. Kowalik presented the Quarterly Financial Report ending March 31, 2026.

Motion was made by Councilmember Perez and seconded by Councilmember Morgan to approve the City’s Second Quarter Financial Report for the period October 1, 2025, through March 31, 2026 as presented.

Vote FOR: Councilmembers Morgan, Tullgren, Perez, Cimics, and Dahl; PASSED 5/0

E. Discussion and possible action regarding the state of the City and the upcoming 2026/2027 budget and process – Mr. Kowalik

Mr. Kowalik provided an update on the state of the City and the upcoming 2026/2027 budget and process.

No action was taken.

F. Discussion and possible action regarding City Council input on the Municipal Solid Waste RFP (request for proposals) – Mr. Garfaoui

Mr. Garfaoui provided an update on the Municipal Solid Waste RFP process. Mr. Lynn Lantrip with Solid Waste Specialists provided different options to be considered.

Mayor Dennis called a resident sitting in the meeting who was raising his hand. Mr. Jason Gonzalez came up to the podium and expressed his concerns with the RFP's process.

Motion was made by Councilmember Perez and seconded by Councilmember Dahl to approve all five options for the request for proposal to be brought forth and in addition to residential and commercial for the franchise fees at 10%.

Vote FOR: Councilmembers Morgan, Tullgren, Perez, Cimics, and Dahl; PASSED 5/0

8. CITY COUNCIL REPORT

A. City Councilmembers' reports regarding discussion of City issues with citizens.

No reports.

9. GENERAL ANNOUNCEMENTS FOR CITY COUNCIL AND STAFF

A. City Council

- Ribbon Cuttings, upcoming City Events, Special meetings and workshops, conferences and special acknowledgements.

Councilmember Perez thanked Mayor Dennis and Mayor Pro-Tem for their leadership and for being allowed to attend the TML Leadership Fellowship. Also thanked all service men and women.

Mayor Dennis thanked City of Selma for the Police Memorial and thanked Council, City Staff and residents for attending. Mayor Dennis congratulated her granddaughter Crissy for graduating high school and announced she will be attending Ole Miss. Also thanked all staff and volunteers for the successful Hero's parade and LOCAP for their participation with the hot dogs. Mayor Dennis attended Crestview elementary along with Staff to talk to student council about City government. Mayor Dennis was also at Crestview as a speaker at the graduation ceremony on Friday and on Saturday attended the first graduation ceremony for Great Hearts Live Oak.

B. Staff

- Ribbon Cuttings, upcoming City Events, Special meetings and workshops, conferences and special acknowledgements.

Mr. Garfaoui announced the next Council Meeting will be on Tuesday, June 9 and the June 30th is canceled.

Ms. Rodriguez announced the Hog-Wild event will be on August 7.

Mr. Ruthven announced Go Spurs.

Mr. McNew announced Junior Fishing event will be on June 6.

10. ADJOURNMENT

Motion was made by Councilmember Cimics and was seconded by Councilmember Dahl to adjourn the meeting at 8:11 p.m.

APPROVED:

ATTEST:

Mary M. Dennis, Mayor

Isa Gaytan, City Secretary

DRAFT



Meeting Date: June 9, 2026

Agenda item: 5B

Prepared by: I. Gaytan, City Secretary

Reviewed by: A. Garfaoui, City Manager

Department: Administration

Agenda Item Description:

Approval of the Bexar Metro 9-1-1 Network District FY 2027 Proposed Financial Plan and Budget.

Staff Briefing:

City Council will review and make their recommendation regarding the Bexar Metro 9-1-1 Network District FY 2027 Proposed Financial Plan and Budget. If there are any remarks to be made the City Secretary will forward your comments to arrive at the Bexar Metro office by July 31, 2026.

Action:

- Ordinance Resolution
- Proclamation Special Presentation
- Finance Report Public Hearing
- Other

Cost:	N/A
Budgeted	
Actual	
Acct. Name	
Acct. Fund	
Other Funding	
Strategic Goal #	3

Strategic Goals: 1- Stable, 2- Secure, 3 - Supportive and 4 - Beautiful

Staff Recommended Motion:

Under consent agenda.



APPROVED
**FISCAL YEAR 2027
FINANCIAL
PLAN
AND BUDGET**

**BEXAR METRO 9-1-1
NETWORK**

May 20, 2026

Mission Statement

Our Mission

To deploy and maintain a state-of-the-art 9-1-1 emergency communications system that enables citizens in distress to quickly communicate their request for police, fire or emergency medical assistance; and to ensure member jurisdictions have the appropriate 9-1-1 tools necessary to efficiently and accurately receive and process those requests.

Purpose

The purpose of the Fiscal Year 2027 Financial Plan and Budget is to obtain consensus approval by Bexar Metro 9-1-1 Network's (Bexar Metro or District) Board of Managers (Board) and the governing bodies of its forty (40) participating jurisdictions; and provide the continuing operational and fiscal authority necessary for Bexar Metro staff to establish and maintain all components necessary to provide the citizens of Bexar, Comal, and Guadalupe counties with immediate access to police, fire, and medical services via a highly survivable and resilient 9-1-1 system.

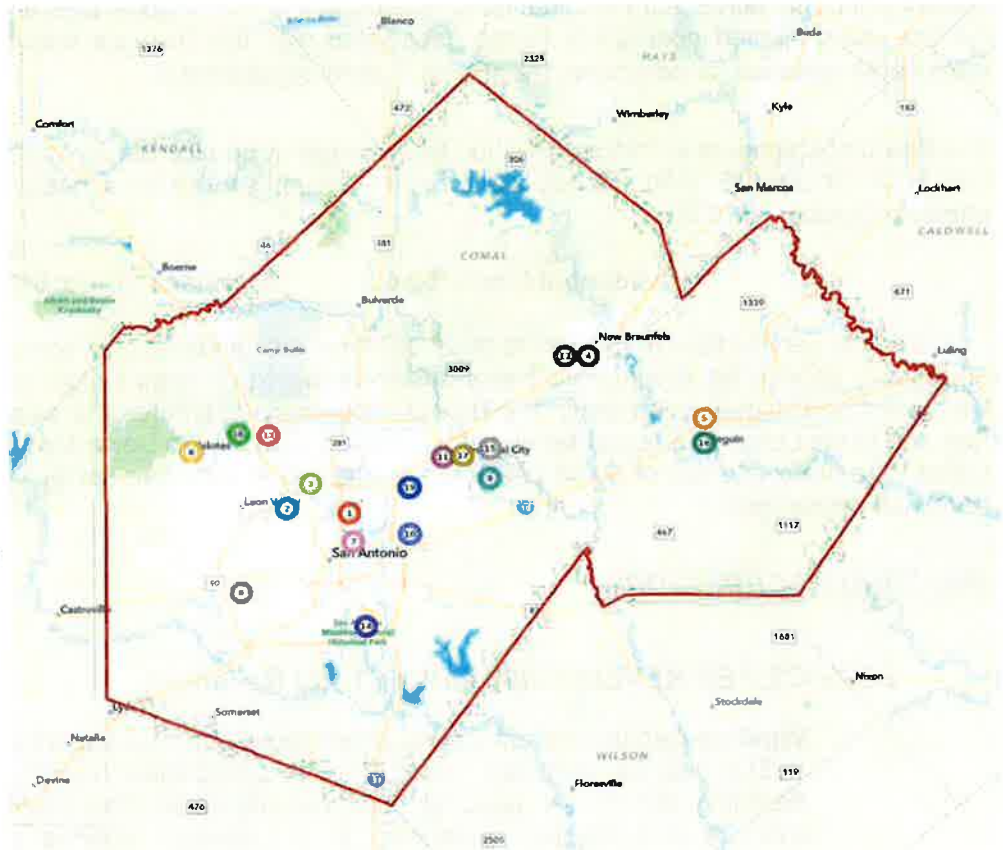
Authority

The authority for Bexar Metro is the Texas Health and Safety Code, Chapter 772, Subchapter D, Section 772.301—formerly Vernon's Annotated Civil Statutes Article 1432e, as approved by the Texas 69th Regular Legislative Session in Senate Bill 750 on May 21, 1985; and subsequently approved by a local election on January 17, 1987. This legislation's purpose is to enable the provision of affordable, high quality, countywide Enhanced 9-1-1 service through the establishment of Emergency Communication Districts (ECDs).

The network's critical infrastructure operates on a geo-diverse host-to-remote configuration, with host systems and their corresponding backups strategically placed in multiple geographically dispersed, secure facilities. Connectivity between host and remote sites is ensured through a combination of carrier-diverse terrestrial circuits and tertiary over-the-air backup. The implementation of Next Generation Core Services (NGCS) and continued evolution of the Emergency Services Internet Protocol Network (ESINet) further strengthens the 9-1-1 system, enhancing routing capabilities and call delivery, while providing a more resilient, diverse, secure, and scalable emergency communications solution.

Emergency Communication Centers

- 1 - ALAMO HEIGHTS PD
- 2 - BALCONES HEIGHTS PD
- 3 - CASTLE HILLS PD
- 4 - COMAL COUNTY SO
- 5 - GUADALUPE COUNTY SO
- 6 - HELOTES PD
- 7 - JBSA-FORT SAM HOUSTON
- 8 - JBSA-LACKLAND
- 9 - JBSA-RANDOLPH
- 10 - KIRBY PD
- 11 - LIVE OAK PD
- 12 - NEW BRAUNFELS PD
- 13 - QUARRY RUN/BEXAR COUNTY SO
- 14 - SAN ANTONIO PD/FIRE/EMS
- 15 - SCHERTZ PD
- 16 - SEGUIN PD
- 17 - UNIVERSAL CITY PD
- 18 - UTSA PD
- 19 - WINDCREST PD



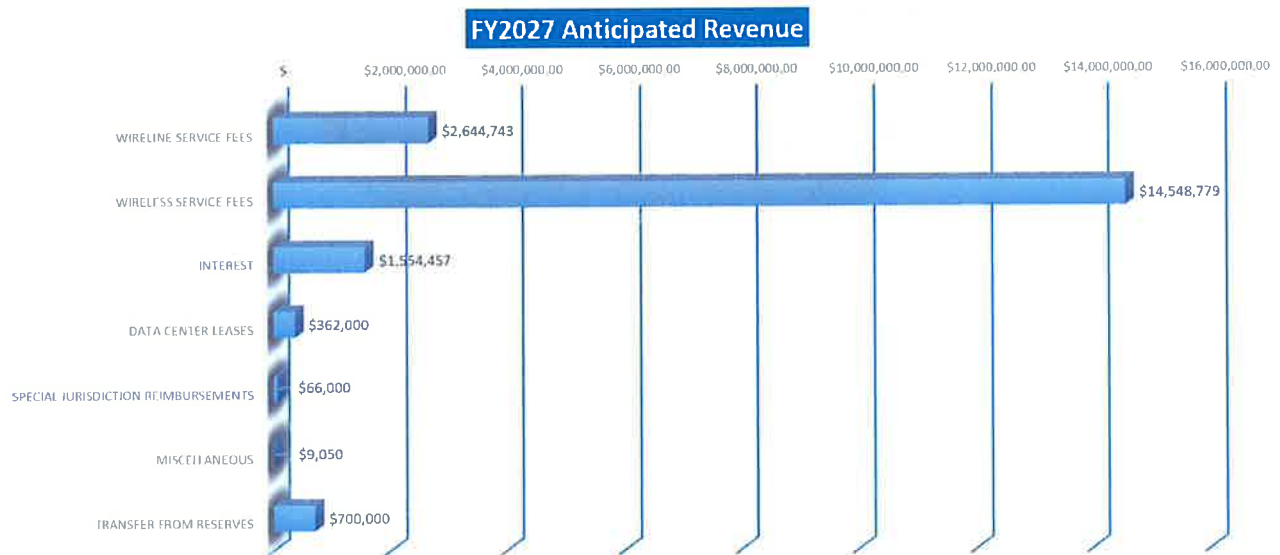
Participating Jurisdictions

Alamo Heights	Converse	Hollywood Park	Olmos Park	Somerset
Balcones Heights	Elmendorf	Kingsbury	San Antonio	Spring Branch
Bexar County	Fair Oaks Ranch	Kirby	Sandy Oaks	St Hedwig
Bulverde	Garden Ridge	Leon Valley	Santa Clara	Staples
Castle Hills	Grey Forest	Live Oak	Schertz	Terrell Hills
China Grove	Guadalupe County	Marion	Seguin	Universal City
Cibolo	Helotes	New Braunfels	Selma	Von Ormy
Comal County	Hill County Village	New Berlin	Shavano Park	Windcrest

- **Lease Revenue:** Intergovernmental revenue from Data Center lease agreements is assumed to remain constant at \$362,000, with no significant changes in contractual terms or occupancy.
- **Increase in Miscellaneous Revenue:** Miscellaneous revenue, to include Special Jurisdiction reimbursements, is expected to increase to \$75,050, driven by a proposed interagency 9-1-1 service agreement with the South Texas Regional Advisory Council (STRAC) for mental health support for District ECCs.
- **TRANSFER FROM RESERVES (3.52% of Total Revenue):**
 - **Transfer:** A transfer of \$700,000 from reserves to support infrastructure capital improvement projects.

Revenue Summary

Overall, although declines in legacy service-fee categories persist, they are offset by continued growth in the VOIP and wireless sector revenues and to some extent investment income this fiscal year budget. This results in a stable and sustainable revenue outlook for FY2027. Total projected revenue is \$19,885,029, an increase of \$1,436,153 (or 7.78%) compared with the FY2026 budget. This includes a transfer of \$700,000 from reserves to support infrastructure improvements at San Antonio Police and Fire Communications. No changes to the current wireline emergency service fee rates are proposed for FY2027.



certifications, and specialized competencies that enhance the support and services provided by Bexar Metro.

Together, these compensation strategies reflect a deliberate and sustained commitment to our workforce - recognizing that employee dedication drives organizational performance. By investing in both stability and performance-based advancement, the District reinforces a culture of excellence, accountability, and continuous improvement, ensuring the retention of a motivated, resilient, and mission-focused team.

The FY2027 budget includes one new full-time equivalent (FTE), a Geospatial Systems Analyst, to strengthen GIS and data integrity operations that are critical to the reliability and accuracy of the 9-1-1 system. This position directly supports essential functions including call routing, location validation, and seamless map interoperability across Computer-Aided Dispatch (CAD) and GIS platforms. This role is fundamental to ensuring precise emergency response, minimizing call processing errors, and maintaining the operational integrity of GIS data driving next-generation 9-1-1 services.

Total personnel expenditure for FY2027 is projected at \$4,334,402, an increase of 3.81%, or \$159,026, over the prior year. The budget supports twenty-eight (28) full-time positions, incorporates cost-of-living and merit adjustments, and includes a 2% adjustment to the benefits line item to offset anticipated increases in insurance costs. Personnel costs represent 27.69% of the O&M budget and 21.80% of the total proposed budget.

Administration

Administrative & Financial Services

The Administrative and Financial Services Department provides the foundational business functions that enable the District to operate efficiently, transparently, and in full compliance with statutory and regulatory requirements. The department oversees financial management, administrative operations, procurement, human resources, and organizational support services, ensuring that the District's mission is carried out with strong internal controls and sound stewardship of public resources.

Core Responsibilities

- **Financial Management** - The department is responsible for budgeting, accounting, financial reporting, audit coordination, cash management, and oversight of internal financial controls. These activities ensure the accuracy, integrity, and transparency of the District's financial operations. Staff manage accounts payable and receivable, monitor expenditures, prepare financial statements, and support long-term financial planning.
- **Administrative Services** - Administrative functions include contract administration, records management, procurement support, and general business operations. The department ensures that purchasing activities follow established policies, that contracts are properly executed and monitored, and that administrative processes remain efficient and compliant with applicable laws and standards.
- **Human Resources** - The department manages recruitment, onboarding, employee relations, benefits administration, and compliance with employment laws and policies. Human resources efforts support the District's commitment to attracting and retaining a highly skilled workforce capable of sustaining the reliability of the 9-1-1 system and its supporting infrastructure.

The department's proposed FY2027 budget reflects a 5.26% increase, bringing the total budget to \$536,465. This increase is driven primarily by anticipated growth in real property insurance premiums, as well as modest but necessary investments in professional development and staff training. These enhancements support the maintenance of required operational certifications, strengthen workforce capabilities, and ensure continued organizational readiness and compliance.

- **System Reliability:** Maintains 24/7 operational readiness through scheduled maintenance, infrastructure upgrades, and secure system configurations, ensuring uninterrupted 9-1-1 communication services.
- **Technical Planning and Design:** Develops secure, scalable technology solutions that align with evolving public safety requirements and emerging communications standards.
- **9-1-1 Network Engineering:** Oversees the design and maintenance of call routing and network infrastructures, ensuring efficient and reliable call delivery between the wireless and wireline service providers and Emergency Communications Centers (ECCs).
- **Technical Support:** Provides expert-level assistance, troubleshooting, and operational support to ECCs and public safety stakeholders to maintain high performance and service quality.
- **Cybersecurity Program Management – Threat Detection and Mitigation:** Establishes and oversees a comprehensive cybersecurity program that proactively identifies, analyzes, and mitigates threats to critical infrastructure and sensitive data.
- **Emerging Technology Implementation:** Evaluates and integrates new and evolving technologies - such as multimedia (image/video) services - to assess their impact on 9-1-1 call delivery, network operations, and data interoperability.
- **Disaster Recovery and Continuity Planning:** Develops and maintains comprehensive continuity of operations plans (COOP), including backup systems and redundant facilities, to ensure service resiliency during disruptions or large-scale emergencies.
- **Wireless Program Management:** Coordinating wireless call routing policies with the wireless service providers to achieve optimum call routing based on cell tower location, jurisdictional coverage, and traffic patterns.
- **Regional Emergency Alert Network (REAN):** Provide training, technical and operational oversight of the REAN emergency notification program.

Geospatial Integrity

The Geospatial Integrity Department delivers the core data-quality functions that enable accurate NG9-1-1 call routing and Computer-Aided Dispatch (CAD) operations. The department maintains and validates high-accuracy geospatial and tabular datasets through continuous quality assurance, structured data governance, and ongoing spatial-integrity monitoring. These activities ensure precise call routing, accurate location validation, and consistent operational performance directly supporting mission-critical public safety dispatch services. The department's proposed budget reflects an 11.83% decrease, shifting from \$634,000 in the prior fiscal year to \$559,000. This reduction is primarily driven by lower costs associated with aerial imagery acquisition, while all essential geospatial quality-control functions remain fully supported.

Core Responsibilities:

- **Geospatial Data Management:** Maintains and updates authoritative 9-1-1 geodatabases by coordinating with local jurisdictions to incorporate annexations, new addresses, street network changes, and subdivision developments essential for accurate NG9-1-1 call routing.
- **Orthoimagery Acquisition:** Procures high-resolution aerial imagery to support bi-annual audits of physical changes—including new subdivisions, roadway realignments, and structural development—to ensure ongoing spatial accuracy across the service area.
- **Digital Base Map Maintenance:** Sustains sub-meter positional accuracy for all datasets supporting 9-1-1 call routing, caller location determination, and Computer-Aided Dispatch (CAD) operations used by public safety agencies throughout the tri-county region.

Engagement and Education Programs

Our commitment to operational excellence begins with the frontline individuals who answer the call - the 9-1-1 telecommunicators we support. As the first point of contact in an emergency, these professionals play an indispensable role in public safety. The Engagement and Education Department is central to our mission, advancing performance through innovative programming, specialized training, and community partnerships that empower telecommunicators and strengthen ECC operations across our region. Through strategic collaboration with agency leadership, the department ensures that ECC personnel are not only equipped with the tools they need today but are also well-positioned to meet the challenges of an increasingly complex public safety environment.

Core Responsibilities:

- **Training and Education:** In addition to fulfilling the training mandates established by the Texas Commission on Law Enforcement (TCOLE), our comprehensive curriculum includes specialized courses in:

- Law enforcement and fire dispatch protocols
- Telecommunicator health and wellness
- CPR certification and lifesaving procedures
- Effective handling of domestic and family violence calls

Our training programs are continuously reviewed and refined to ensure alignment with emerging technologies, operational best practices, and the evolving demands of public safety communications.

- **Public Education / Community Engagement:** Public education and outreach remain fundamental to our mission. The Community Engagement Program is designed to raise awareness of 9-1-1 services, foster public trust, and promote responsible use of emergency resources. Through collaborative initiatives with local organizations and educational institutions, we reach thousands of children each year with meaningful, educational experiences.
- **Telecommunicator Pre-Employment Screening:** This initiative enables our partner agencies to make informed, data-driven hiring decisions and helps ensure a higher level of readiness and capability within the 9-1-1 workforce. Through the strategic deployment of CritiCall, ECCs can assess an individual's core competencies and better identify candidates with the aptitude to succeed in high-stress, mission critical environment of 9-1-1.
- **Telecommunicator Emergency Response Taskforce (TERT):** The 9-1-1 Telecommunicator Emergency Response Taskforce (TERT) is a nationally coordinated mutual aid program that enables trained emergency telecommunication professionals to be rapidly deployed across jurisdictions to support ECCs during natural disasters or sustained operational disruptions.

The proposed budget of \$366,685 reflects a 10.65% increase, or \$35,285, over the prior fiscal year. This increase represents a targeted investment in the well-being of the 650 plus telecommunicators serving on the front lines of emergency response through the implementation of a structured Telecommunicator Well-Being Peer Support Program, developed in collaboration with the Psychology Department at the University of Texas at San Antonio and San Antonio Police Department. The program will establish a trained cadre of certified telecommunicators and instructors equipped to provide peer-to-peer support, promote early intervention, and address the cumulative stresses associated with emergency communications.

Information Technology

Budget Allocation: \$152,500

- This allocation supports the planned upgrade and replacement of critical IT infrastructure to ensure reliability, security, and performance across all administrative and operational systems. Funding will be used to refresh end-of-life administrative workstations, modernize server environments, and replace aging network hardware to maintain optimal system uptime and cybersecurity readiness. These investments are essential to sustaining day-to-day operations while positioning the organization to scale and adapt to evolving technology requirements.

Strategic Initiative:

- Provide ongoing SQL database administration and support for the County's ARC/GIS environment to ensure the availability and performance of critical geospatial data systems. SQL infrastructure serves as the backbone for storing, managing, and delivering mapping data used to manage 9-1-1 call routing in NG9-1-1 and Computer Aided Dispatch.

Vehicles

Budget Allocation: \$45,000

- Addition of a mid-sized sport utility or crew cab pickup to district fleet to facilitate ECC technical support, field operations and quality assurance field testing initiatives.

Facilities

Budget Allocation: \$737,200

Projects:

- Replace end-of-life building UPS batteries that provide uninterrupted backup power for mission-critical communications systems, data center operations, life-safety equipment, and essential building infrastructure.
- Replace the building's Programmable Logic Controller (PLC), a critical component responsible for continuously monitoring incoming utility power voltage and frequency and automatically controlling emergency power operations. The PLC coordinates the seamless activation and operation of generators, transfer switches, and associated emergency power equipment to ensure uninterrupted facility operations during power failures.
- Complete miscellaneous but essential facility improvements, including interior painting, roof protection upgrades, lighting enhancements, and HVAC improvements. These projects help preserve building assets, improve energy efficiency and occupant safety, reduce long-term maintenance costs, and maintain a functional, reliable, and professional operating environment.

Bexar Metro 9-1-1 Network Fiscal Year 2027 Proposed Budget

Anticipated Revenue

Wireline / VoIP Service Fees	\$2,644,743
Wireless Service Fees	\$14,548,779
Interest Income	\$1,554,457
Data Center Lease Agreements	\$362,000
Miscellaneous	\$75,050
Transfer from Reserves	\$700,000
Total Revenue	\$19,885,029

Operations & Maintenance Expenses

Personnel	\$4,334,402
Administrative & Financial Services	\$536,465
9-1-1 Operations & Technology	\$6,495,516
Engagement & Education	\$366,685
Information Technology	\$253,546
Geospatial Integrity	\$559,000
Facility Services	\$2,109,015
Texas 9-1-1 Alliance	\$98,200
Contingencies	\$900,000
Total Expenditures	\$15,652,829

Capital Expenditures

Mission Critical 9-1-1 System & Network	\$897,500
ECC Infrastructure Improvements	\$2,400,000
Information Technology	\$152,500
Saddletree Headquarters Facility	\$67,200
Quarry Run Regional Facility	\$670,000
Vehicles	\$45,000
Total Capital Expenditures	\$4,232,200

Total Fiscal Year 2027 Budget	\$19,885,029
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BEXAR METRO 9-1-1 NETWORK

Approved by the Board of Managers this 20th Day of May 2026.

By: 
 Name: James C. Hasslocher
 Title: Chair, Board of Managers

Bexar Metro 9-1-1 Network

Independent Auditor's Reports, Basic Financial Statements, and Supplementary Information

September 30, 2025

**Bexar Metro 9-1-1 Network
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September 30, 2025**

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Independent Auditor's Report

Board of Managers
Bexar Metro 9-1-1 Network
San Antonio, Texas

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Bexar Metro 9-1-1 Network (District) as of and for the year ended September 30, 2025 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the District as of September 30, 2025 and the changes in financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion,

forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and pension information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the District's basic financial statements. The schedule of expenditures of federal awards as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 11, 2025 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Forvis Mazars, LLP

San Antonio, Texas
December 11, 2025

**Bexar Metro 9-1-1 Network
Management's Discussion and Analysis
September 30, 2025**

Introductory Section

Bexar Metro 9-1-1 Network (Bexar Metro or the District) is a Special Purpose District established by the Texas Legislature under the authority of Texas Health and Safety Code, Chapter 772, Subchapter D, Section 772.301—formerly Vernon's Annotated Civil Statutes Article 1432e, enacted through Senate Bill 750 in 1985. This legislation authorized the creation of emergency communication districts to provide affordable, high-quality countywide Enhanced 9-1-1 service. In 1986, following regional support from the Alamo Area Council of Governments, a six-member Board of Managers representing Bexar County and its municipalities developed the foundational framework for the District. On January 17, 1987, Bexar County voters approved the establishment of the Bexar Metro 9-1-1 Network, and in 1988, Comal and Guadalupe counties were admitted into the District. Today, Bexar Metro provides 9-1-1 call-delivery services to approximately 2.5 million landline, VoIP, and wireless subscribers across the three-county region, serving forty participating jurisdictions, including the principle cities of San Antonio, New Braunfels, and Seguin.

The District's revenue base is derived primarily from wireless and wireline 9-1-1 service fees. A \$0.50 monthly wireless service fee is assessed on each mobile device and is collected by wireless service providers and distributed by the State of Texas to 9-1-1 Administrative Entities based on population. The District also assesses a wireline 9-1-1 fee - authorized under Section 772.314 of the Texas Health and Safety Code - of \$0.50 per residential line and \$1.00 per business line (up to 100 lines), excluding state and federal customers. Annually, the Board of Managers projects total service-fee revenues as part of the budget development process. State statute requires uniform application of service fees across all jurisdictions and mandates that revenues be sufficient to support current and planned operations, service enhancements, contingencies, and the replacement of critical equipment necessary to fulfill the District's mission.

The largest share of expenditure continues to be devoted to the operation, enhancement, and maintenance of the network, geographic database systems, and specialized call-handling equipment enabling critical 9-1-1 services at the twenty-three (23) Emergency Communication Centers (ECCs) the District supports. Strategic capital investments - particularly those associated with Next Generation 9-1-1 (NG9-1-1) migration, 9-1-1 equipment enhancements, and cybersecurity improvements - have been planned by prudent financial management and executed within available resources, leveraging capital reserves and federal NG9-1-1 and cybersecurity grants.

Bexar Metro's foremost priority is the provisioning, management, and technical oversight of the 9-1-1 network. Ensuring the continuous availability, reliability, and redundancy of these critical services requires rigorous monitoring and operational control to withstand both routine disruptions and catastrophic events. To fulfill its mission, the District maintains a technology-neutral network capable of routing all 9-1-1 requests to the appropriate ECC; develops and validates a highly accurate, time-sensitive location database; procures and supports specialized 9-1-1 equipment; collaborates with local addressing authorities to maintain standardized and logical location information; and deploys a spatially accurate digital geographic information system to support call routing, location technologies, and jurisdiction managed computer-aided dispatch systems.

A core element of the District's operational posture is the management of the Quarry Run Regional Operations Center, which serves as the District's central hub for mission-critical functions. Quarry Run supports the operational needs of public safety communications and provides essential redundancy, data center, logistics, and continuity-of-operations capabilities for the three-county region.

The District remains committed to integrating new technologies responsibly and effectively to enhance 9-1-1 communications. The ongoing NG9-1-1 initiative represents a major modernization effort focused on improving call routing and wireless location accuracy. Following the completion of network and ECC transitions in 2023, upgrade of 9-1-1 call-handling and routing infrastructure in 2025, efforts are now directed toward expanding diverse interconnections between Originating Service Providers (OSPs) and migrating them from legacy environments to fully NENA i3-compliant SIP interfaces. The final NG9-1-1 platform will ultimately facilitate the seamless incorporation of emerging technologies into the 9-1-1 ecosystem, further strengthening local, regional, and statewide public-safety communications.

**Bexar Metro 9-1-1 Network
Management’s Discussion and Analysis
September 30, 2025**

Understanding the District’s mission and ongoing commitment to reliable and resilient 9-1-1 service delivery is essential to interpreting its financial activity. The subsequent comprehensive analysis examines how these factors are reflected in the District’s revenues, expenditures, and overall financial position.

Management’s Discussion and Analysis

The objective of the management’s discussion and analysis is to provide a comprehensive analysis of financial, operating, and other activities for the fiscal year ended September 30, 2025, as compared to those for the fiscal year ended September 30, 2024. This discussion and analysis is in accordance with Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements and Management’s Discussion and Analysis for State and Local Governments* (as amended). All financial information displayed herein is in the accompanying financial statements and notes to the financial statements.

Financial Statements

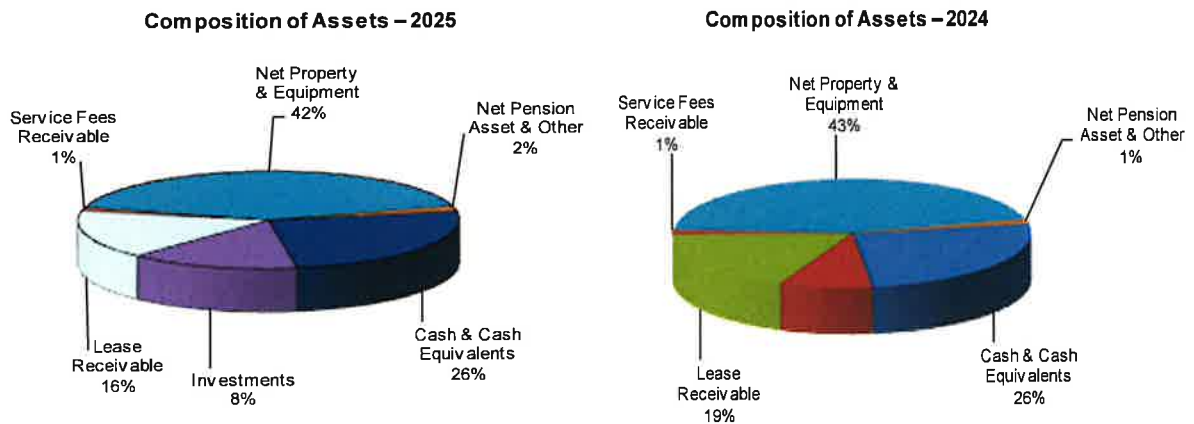
All financial statements use the accrual basis of accounting.

The statement of net position presents data in a classified format as of the end of September 30, 2025. Assets are current assets, net property, equipment, and subscription assets, leases receivable, net prepaid software costs, and net pension asset. Current assets include cash and cash equivalents, investments, grants receivable, leases receivable, and accounts receivable. Current liabilities consist of accounts payable, accrued expenses, and subscription liabilities. Long-term liabilities consist of subscription liabilities. The District’s net position is comprised of net investment property and equipment and restricted and unrestricted net position. The District’s deferred outflows of resources consist of pension-related contributions, actuarial losses, changes in assumptions and investment losses. The District’s deferred inflows of resources consist of leases and pension-related actuarial gains, changes in assumptions, and investment gains.

The statement of revenues, expenses, and changes in net position presents the District on an operating basis versus a nonoperating basis format. Nonoperating revenues consist of interest income received from the District’s operating accounts, federal grants, leases, and other income. Operating revenues consist of 9-1-1 service fees collected by telecommunication and private switch service providers and remitted to the District.

The statement of cash flows presents the changes in cash for as net cash provided by (used in) operating, financing, or investing activities. The direct method of presentation is used as required by GASB No. 34.

Financial Position

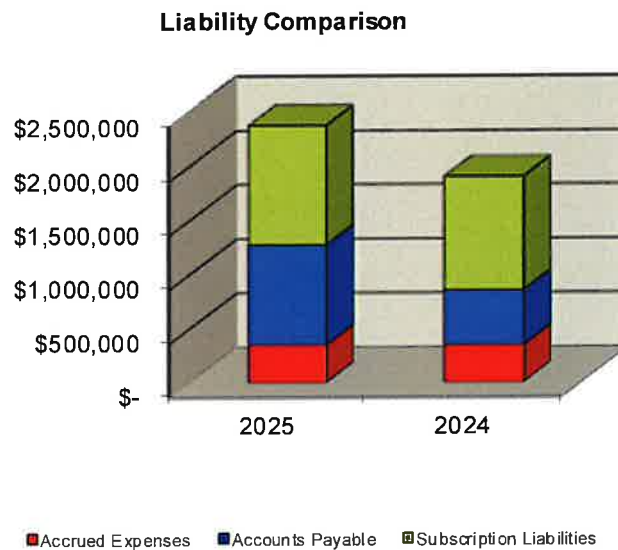


**Bexar Metro 9-1-1 Network
Management's Discussion and Analysis
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Net property and equipment also include lease and subscription assets.

During 2025, the District's Total Assets and Deferred Outflows of Resources increased to \$146.9 million from \$144.6 million in 2024. The significant changes in asset composition are due to increases in investments of approximately \$5 million, the addition of approximately \$7.5 million of computer equipment and software, and approximately a \$628,000 decrease in the actuarial valuation of the pension assets.

Liabilities consisted of accounts payable for operating expenses, subscription liabilities, and accrued expenses for earned vacation accrued by the District's employees.



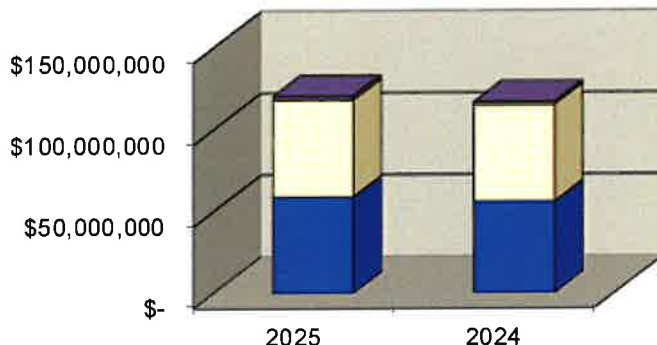
Accounts payable in 2025 increased to approximately \$923,000 from approximately \$504,000 in 2024. This increase was due to open invoices relating to the deployment and implementation of new Vesta 9-1-1 equipment, 9-1-1 technologies, cybersecurity programs, and infrastructure upgrades for all ECCs located within the District.

Accrued expenses in 2025 decreased to approximately \$351,000 from approximately \$348,000 in 2024. This decrease was due to redesign of the 9-1-1 network which allowed for fewer components with a more robust capacity resulting in lower monitoring and maintenance costs. GASB 96 subscription liabilities decreased by approximately \$159,000 during the current fiscal year.

Coinciding with the total asset composition, the total net position of the District increased during 2025. The composition consisted of net investment in capital assets, restricted net position and unrestricted net position including funds designated by the Board for capital expenditures.

**Bexar Metro 9-1-1 Network
Management's Discussion and Analysis
September 30, 2025**

Net Position Comparison



Within unrestricted net position, the District's Board designates net position for capital expenditures approved annually with the adoption of the fiscal budget.

Results of Operations

Revenues and Other Income – The District's overall revenue increased 4.6% over the prior year due to an increase in income from wireless service fees.

	Comparison of Revenues			
	2025	% of Total	2024	% of Total
Landline	\$ 3,160,842	17.9%	\$ 3,361,881	20.0%
Wireless	14,449,943	82.0%	13,476,168	79.9%
Private switch	7,439	0.1%	6,438	0.1%
Total service fees	\$ 17,618,224	100.0%	\$ 16,844,487	100.0%

The District collects 9-1-1 service fees on each landline within Bexar, Comal, and Guadalupe counties. Fees range from \$0.50 to \$1.00 per line, depending on the type of service. Landline and VoIP service providers pay fees directly to the District less a 1% administrative fee. Revenue from these sources decreased by 6% in 2025 due to the decline in landline service revenue as consumers disconnect services and opt to use wireless services as their sole telecommunications source.

Wireless service providers with operations in Texas collect a monthly \$0.50 fee from their subscribers and then remit to the Texas Comptroller who then allocates to each 9-1-1 entity an amount based on a population formula using annual estimates provided by the Texas State Data Center. The wireless service providers retain 1% of the total collected to cover administrative costs. Wireless service fee revenue increased by 7% in 2025 over the prior year.

**Bexar Metro 9-1-1 Network
Management's Discussion and Analysis
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All other fees collected are attributable to private switch emergency service fees, network fees, and special jurisdiction fees imposed upon special entities, such as colleges and universities. Income from these fees remained comparable to 2024.

Other income consists of interest income earned on the District's cash and cash equivalents of approximately \$2,500,000 in 2025 compared to approximately \$2,600,000 in 2024. Data Center lease payments are also included in other income, as well as federal grant revenues. During 2025, the District earned approximately \$443,000 in interest and lease income as compared to earned income of approximately \$390,000 during 2024. Also, during 2025, approximately \$1,500,000 federal grant revenue was earned, compared to \$2,100,000 and \$11,960,000 in federal grant revenues and Proposition 8 Next Generation 9-1-1 Funds, respectively, in 2024. Grant awards and Next Generation 9-1-1 Funds received in 2025 were to reimburse the District costs incurred for the NG9-1-1 implementation.

Operating Expenses – Operating expenses for 2025 and 2024 were:

	<u>2025</u>	<u>% of Total</u>	<u>2024</u>	<u>% of Total</u>
Personnel services	\$ 3,182,782	17.8%	\$ 3,139,978	21.2%
Network operations and maintenance	6,750,738	37.7%	5,346,712	36.1%
Professional services	704,669	3.9%	530,631	3.6%
Facility and administrative maintenance	100,674	0.6%	99,972	0.7%
Supplies and materials	98,902	0.6%	101,573	0.7%
Public education and training	220,592	1.2%	209,206	1.4%
Furniture and equipment	2,034,005	11.4%	2,124,134	14.3%
Retirement expense	255,120	1.3%	303,754	2.0%
Depreciation and amortization expense	4,563,263	25.5%	2,971,292	20.0%
Total operating expenses	<u>\$ 17,910,745</u>	<u>100.0%</u>	<u>\$ 14,827,252</u>	<u>100.0%</u>

Personnel Services – This expense includes the salaries and benefits paid to the District's employees, which remained comparable to 2024.

Network Operations and Maintenance – This expense includes network operations and maintenance of the 9-1-1 system. There was an increase in related expenses in 2025 from 2024 due to normalizing of recurring costs of Next Generation Cores Services (NGCS) to each ECC and costs related to 9-1-1 network redundancy and cybersecurity initiatives.

Professional Services – The District requires the professional services of outside agencies and personnel in areas where it is not economical to hire in-house experts or where the specialized services provided are beyond the District's capability.

Education and Training – The first person involved in emergency response is the telecommunicator who answers the citizen's call for help. The District's goal is to ensure this person has all the necessary tools, obtained through a task-focused education and training program, necessary to provide a high-quality response. The District works closely with each jurisdiction to provide specialized training at an ECC, virtually or at the District's Quarry Run training facility. When required, the District supplements this training through the use of outside professional educators or training grants. The training program also includes funds for area firefighters to attend the Texas A&M Municipal Fire School and Emergency Medical Dispatch (EMD) certification training for telecommunicators.

**Bexar Metro 9-1-1 Network
Management's Discussion and Analysis
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Facility and Administrative Maintenance – This expense includes maintenance of the District's administrative office and Quarry Run Regional Operations Center, furniture and office administrative equipment, software licensing and computer hardware, and software maintenance agreements.

Supplies and Materials – Office supplies include routine expendable office supplies and commercially available technical and business-oriented software. Also included are printing, copying, and shipping expenditures.

Public Education – The District recognizes the importance of public education and the impact on the citizen's expectation of 9-1-1 service. Educational materials are made available free of charge to public safety entities, civic organizations, and schools. District personnel are also available for presentations both in the schools and other public forums.

Furniture and Equipment – This expense is routine replacement of District furniture and equipment. The increase from 2024 is associated with telephone system upgrades made to Brooks City Base, Quarry Run, and the Bexar Metro Administrative Facilities.

Retirement Expense – The District participates in the Texas County and District Retirement System (TCDRS). TCDRS is a nonprofit organization established by the State of Texas that provides pension benefits to participating county and district employees. Funding for the plan consists of employee deposits and employer contributions. For 2025, the District employees contributed 7% of pre-tax income to TCDRS. Monthly, the District contributed 10% of total salaries to TCDRS. For 2025 and 2024, these contributions amounted to approximately \$265,000 and \$510,000, respectively. The District's funding rate adjusts annually based on the plan's funding status—actuarial accrued liability or asset. The rate of funding remains at 10% through 2025. The District also participates in the United States Conference of Mayors Deferred Compensation Program. The total expense incurred by the District on behalf of its employees in this plan totaled approximately \$120,000 and \$121,000 in 2025 and 2024, respectively. In December 2024, a lump-sum contribution of \$250,000 was made to the TCDRS Plan to protect against a potential decline in investment return and ensure the pension plan remains fully funded. The TCDRS Plan was funded at 111.12% for the previous year.

Budget Comparison – Annually, the District provides a "proposed" budget to the 40 participating jurisdictions within Bexar, Comal, and Guadalupe counties. Once approved by the jurisdictions, the Board reviews and adopts the proposed budget for the upcoming fiscal year. The budget is prepared on a cash basis; thus, differences occur with the amounts presented in the financial statements.

During the budgeting process, the District budgets for capital expenditures to add or replace facility and equipment, network elements, databases, customer premise equipment, and other activities that enhance the provision of 9-1-1 service. The District recognizes capital expenditures as an expense at the time of acquisition; however, for financial statement purposes, these expenses are capitalized and depreciated or amortized over their estimated useful lives. Additionally, depreciation and amortization expenses are not budgeted using the cash basis model.

Revenues – Total service fee revenue increased by 4.6% in 2025 over the prior year.

Expenses – For 2025, total operating and maintenance expenses were 1% below budget. For 2024, total operating and maintenance expenses were 1% below budget. The largest single budgeted expense in the 2024 and 2025 budget cycles was directly related to providing enhanced NGCS and 5-year refresh of the 9-1-1 equipment, technologies, and infrastructure.

Nonoperating Revenues – Interest income results from the cash management procedures implemented by the District. Lease income earned is related to the rental of the Quarry Run facility. Federal grant revenue and Next Generation 9-1-1 Funds earned were related to program activities incurred for the NG9-1-1 project, which have been, reimbursed by the awarding agency.

Bexar Metro 9-1-1 Network Management's Discussion and Analysis September 30, 2025

Significant Trends and Expectations

Bexar Metro has consistently demonstrated a strong commitment to addressing evolving emergency communication challenges through careful planning and due diligence. The transition to Next Generation 9-1-1 (NG9-1-1) is driven by rapid technological advancements and their impact on call routing, geolocation, and operational capabilities. By adopting NG9-1-1 services, Bexar Metro is not only future-proofing its infrastructure but also enabling critical enhancements in call delivery, location accuracy, and data interoperability.

One of the most significant benefits of NG9-1-1 is improved location services, enabling more precise extraction of positional information - including altitude and floor-level (Z-Axis) data - from compliant wireless devices. This capability is vital given that approximately 90% of 9-1-1 calls now originate from mobile phones. To support these improvements, Bexar Metro completed deployment of a new cloud-based Software-as-a-Service (SaaS) mapping solution during the current year. While Z-Axis accuracy continues to evolve, these tools provide ECCs with enhanced capabilities for locating and tracking wireless callers as carriers expand compliance.

NG9-1-1 also supports the integration of multimedia, such as text messaging, photos, and video, into future emergency response workflows. Although the NGCS platform enables these capabilities at the network level, adoption of photos, video, and other data streams will depend on ECC operational readiness and policy development. Multimedia shared by callers can significantly enhance situational awareness by providing information often unavailable through traditional voice-only calls.

A major initiative in this transformation is the ongoing multi-year project to transition all Originating Service Providers (OSPs) onto the Next Generation Core Services (NGCS) platform. In 2019, Bexar Metro entered into a multi-year agreement with AT&T to provide NG9-1-1 services via its robust, fault-tolerant, IP-based NGCS system, replacing the legacy selective router (tandem) previously serving the San Antonio metropolitan area. As of September 30, 2025, all ECCs served by Bexar Metro—and the majority of wireline, wireless, and VoIP OSPs—have successfully transitioned to the NGCS platform. These upgrades now enable NG9-1-1 services, advanced call routing, and enhanced location capabilities for approximately 98% of the District's population. While significant progress has been made, the overall transition has moved more slowly than anticipated, driven in part by reluctance among some regional OSPs to establish the necessary interconnection infrastructure due to technical limitations or cost concerns. However, new rules issued by the Federal Communications Commission (FCC) mandate that OSPs implement NG9-1-1 interconnections on a phased schedule—within six (6) or twelve (12) months, depending on OSP carrier classification—upon receipt of a valid request from a 9-1-1 authority. Bexar Metro submitted a "Phase I" valid request in November 2025, initiating the FCC-mandated compliance timeline and providing needed regulatory enforcement to ensure OSPs implement redundant networks to facilitate basic initial interconnection to NG9-1-1. A second "Phase II" valid request filing will follow in 2026 certifying Bexar Metro NG9-1-1 infrastructure is prepared to receive full NENA i3-compliant SIP interfaces from the OSPs.

Technological advances continue to drive significant changes across the 9-1-1 environment. Agencies nationwide are transitioning to NG9-1-1 systems that enable improved location accuracy, enhanced data exchange, and multimedia capabilities. Increasing volumes of digital information—such as telematics, sensor data, and real-time location inputs—are expanding situational awareness for emergency responders. At the same time, emerging Artificial Intelligence (AI) tools are beginning to support call-taking functions such as transcription, language translation, and preliminary triage. While ECCs within Bexar Metro have not yet implemented AI-driven functions beyond transcription, Bexar Metro continues to closely monitor national deployments. As preparations for real-time data sharing through NGCS advance, AI is expected to play a growing role in managing complex data streams, assisting in call triage, accelerating situational awareness, and improving interoperability across public safety systems.

The shift to fully IP-based interconnected systems also heightens cybersecurity risks, as NG9-1-1 environments rely on continuous data exchange across multiple networks and external applications. Increased connectivity introduces additional attack vectors, including potential threats from ransomware, distributed denial-of-service (DDoS) attacks, and unauthorized access attempts. To mitigate these risks, Bexar Metro maintains strong resilience and security measures aligned with 9-1-1 industry best practices, and the National Emergency Number

**Bexar Metro 9-1-1 Network
Management's Discussion and Analysis
September 30, 2025**

Association (NENA) Security for Next Generation 9-1-1 Standard (NENA-STA-040.2) framework. These measures include multi-layered network protections, continuous monitoring and threat detection, routine vulnerability assessments, and adherence to strict change-management processes to safeguard mission-critical systems. Bexar Metro also participates in state and local level cybersecurity coordination and information-sharing initiatives to ensure rapid awareness of emerging threats.

At the same time, evolving NG9-1-1 technologies are reshaping workforce requirements across the 9-1-1 ecosystem. Modern ECC operations increasingly rely on advanced software platforms, real-time data feeds and integrated GIS applications, requiring telecommunicators and technical staff to possess greater proficiency and adaptability. As NG9-1-1 capabilities expand, the District recognizes the growing importance of staff technical skill development, providing ongoing training for front-line telecommunicators, promoting health and well-being, and offering specialized course content to ensure 9-1-1 personnel are equipped to manage additional applications to improve situational awareness and enhance police, fire, and medical response.

Economic Dependency and Concentration of Credit Risk

Service fees are levied by the District on telephone customers within the participating jurisdictions. These fees are collected from customers and remitted to the District by the telephone companies providing services to the area. All service fees receivable are derived from these sources, and management believes all are fully collectible. There are currently four incumbent local exchange carriers serving the District as well as numerous competitive local exchange carriers, VoIP, and private switch providers.

For the year ended September 30, 2025, the landline service fees were standardized across all three counties at \$0.50 for residential and \$1.00 for business lines. The telephone companies were permitted to retain 1% of the fees as an administrative fee.

Retirement Savings Plan

All District employees may participate in a Deferred Compensation Program (Plan), which is qualified under Section 457 of the IRC. The Plan is administered by the United States Conference of Mayors. The Plan provides municipal employees with an officially sponsored and monitored supplemental retirement and savings plan. Benefits under the Plan are available at the earlier of the employee's separation date or the employee attains the age of 70½ or terminates deferrals under this Plan, whichever is later. Under the Plan, employees may contribute and defer a portion of their salary before federal income taxes that must equal at least \$20 per month. Voluntary contributions may be made at the discretion of the District that vest at the time such contributions are made. For the year ended September 30, 2025, the District made contributions to the Plan of \$120,290.

**Bexar Metro 9-1-1 Network
Statement of Net Position
September 30, 2025**

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

Current Assets	
Cash and cash equivalents	\$ 32,044,922
Investments	25,588,864
Leases receivable	546,986
Accounts receivable	1,563,789
	<u>59,744,561</u>
Total Current Assets	
Property, Equipment, and Subscription Assets	
Vehicle	378,050
Construction in progress	31,474
Furniture	1,732,294
Office equipment	3,192,997
Computer equipment	18,254,090
Software	5,099,299
Subscription assets	7,704,942
Building	53,677,304
Land and land improvements	3,576,988
	<u>93,647,438</u>
Less accumulated depreciation and amortization	<u>30,922,909</u>
	<u>62,724,529</u>
Net Property, Equipment, and Subscription Assets	
Other Assets	
Net pension asset	2,452,893
Leases receivable	21,486,299
Prepaid software costs, net of accumulated amortization	65,123
	<u>24,004,315</u>
Total Other Assets	
	<u>146,473,405</u>
Total Assets	
Deferred Outflows of Resources	
Contributions – pensions	197,321
Change in assumptions – pensions	212,517
Actuarial loss – pensions	404,830
	<u>814,668</u>
Total Deferred Outflows of Resources	
	<u>\$ 147,288,073</u>
Total Assets and Deferred Outflows of Resources	

See Notes to Financial Statements

**Bexar Metro 9-1-1 Network
Statement of Net Position
September 30, 2025**

(Continued)

LIABILITIES, DEFERRED INFLOWS OR RESOURCES, AND NET POSITION

Current Liabilities	
Accounts payable	\$ 922,511
Accrued expenses	350,572
Subscription liabilities	<u>1,100,856</u>
Total Current Liabilities	<u>2,373,939</u>
Noncurrent Liabilities	
Subscription liabilities	<u>2,615,374</u>
Total Noncurrent Liabilities	<u>2,615,374</u>
Total Liabilities	<u>4,989,313</u>
Deferred Inflows of Resources	
Change in assumptions – pensions	59,475
Actuarial gain – pensions	19,415
Investment loss – pensions	172,745
Deferred inflows – leases	<u>21,641,982</u>
Total Deferred Inflows of Resources	<u>21,893,617</u>
Net Position	
Net investment in capital assets	59,008,299
Restricted for pension assets	2,452,893
Unrestricted net position	<u>58,943,951</u>
Total Net Position	<u>120,405,143</u>
Total Liabilities, Deferred Inflows of Resources, and Net Position	<u>\$ 147,288,073</u>

See Notes to Financial Statements

**Bexar Metro 9-1-1 Network
Statement of Revenues, Expenses, and Changes in Net Position
Year Ended September 30, 2025**

Operating Revenues	
9-1-1 service fees	<u>\$ 17,618,224</u>
Operating Expenses	
Personnel services	3,182,782
Network operations and maintenance	6,750,738
Professional services	704,669
Facility and administrative maintenance	100,674
Supplies and materials	98,902
Public education and training	220,592
Furniture and equipment	2,034,005
Retirement expense	255,120
Depreciation and amortization expense	<u>4,563,263</u>
Total Operating Expenses	<u>17,910,745</u>
Operating Loss	<u>(292,521)</u>
Nonoperating Revenues (Expenses)	
Interest income	2,616,072
Interest expense	(45,912)
Federal grant revenue	1,554,082
Other nonoperating revenues (expenses)	<u>(163,410)</u>
Total Nonoperating Revenues (Expenses)	<u>3,960,832</u>
Increase in Net Position	<u>3,668,311</u>
Net Position, Beginning of Year	<u>116,736,832</u>
Net Position, End of Year	<u><u>\$ 120,405,143</u></u>

See Notes to Financial Statements

**Bexar Metro 9-1-1 Network
Statement of Cash Flows
Year Ended September 30, 2025**

Operating Activities	
Receipts from service providers	\$ 17,789,561
Payments for goods and services	(8,238,455)
Payments to employees	<u>(3,600,226)</u>
Net Cash Provided by Operating Activities	<u>5,950,880</u>
Capital and Related Financing Activities	
Purchase of property and equipment	(7,727,925)
Addition of Subscription Assets	(432,761)
Proceeds from capital grants	1,554,082
Principal and interest on subscription liabilities	(999,924)
Principal and interest on lease receivables	<u>(12,000)</u>
Net Cash Used in Capital and Related Financing Activities	<u>(7,618,528)</u>
Investing Activities	
Interest income	2,511,928
Proceeds from sale of investments	(20,431,669)
Purchases of investments	<u>15,363,924</u>
Net Cash Used in Investing Activities	<u>(2,555,817)</u>
Decrease in Cash and Cash Equivalents	(4,223,465)
Cash and Cash Equivalents, Beginning of Year	<u>36,268,387</u>
Cash and Cash Equivalents, End of Year	<u><u>\$ 32,044,922</u></u>

See Notes to Financial Statements

**Bexar Metro 9-1-1 Network
Statement of Cash Flows
Year Ended September 30, 2025**

(Continued)

Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating loss	\$ (292,521)
Adjustments to Reconcile Operating Income to Net Cash Provided By Operating Activities	
Depreciation expense	4,563,263
Subscription assets amortization expense	1,257,100
Change in Assets, Deferred Outflows of Resources, and Liabilities	
Receivables	(234,239)
Prepaid expenses	282,531
Pension asset	(671,677)
Lease receivables	815,398
Federal grant receivable	366,931
Accounts payable	386,614
Accrued expenses	2,634
Deferred outflows of resources – pension	102,391
Deferred inflows of resources – pension	149,208
Deferred inflows of resources – leases	(776,753)
	<u>\$ 5,950,880</u>
Net Cash Provided by Operating Activities	
Noncash Investing, Capital, and Financing Activities Information	
In-kind rent – security officer	\$ (116,144)
Capital assets purchased with accounts payable	\$ (31,473)

See Notes to Financial Statements

Note 1. Nature of Operations & Summary of Significant Accounting Policies

Nature of Operations

Bexar Metro 9-1-1 Network (District) is a special purpose emergency communication district authorized by the Texas Health and Safety Code, Chapter 772, Subchapter D. The purpose of the District is to establish the number 9-1-1 as the primary emergency telephone number in Bexar, Comal, and Guadalupe counties, thereby facilitating a response to any person seeking police, fire, medical, and other emergency services.

Basis of Accounting

The accompanying financial statements and required supplementary information have been prepared using the economic resources measurement focus and the accrual basis of accounting as a business-type activity in conformity with the applicable pronouncements of the Governmental Accounting Standards Board (GASB).

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash Equivalents

The District considers all liquid investments with original maturities of three months or less to be cash equivalents. The District considers uninvested cash held in investment accounts as cash or cash equivalents. At September 30, 2025, cash equivalents consisted primarily of money market accounts with brokers and highly liquid short-term investments.

Investments & Investment Income

The District's investments consist of certificates of deposit and investments in public fund investment pools. Investments in nonnegotiable certificates of deposit are carried at cost. Investment income consists of interest income. The District's investment pools are reported at amortized cost, which approximates fair value. Investments in public fund investment pool consists of U.S. government securities, repurchase agreements, and AAA-rated money market mutual funds.

Accounts Receivable

Accounts receivable are stated at the amount billed to customers plus any accrued and unpaid interest. This includes service fee receivables that are earned when the service is performed and paid subsequent to year-end. The District provides an allowance for doubtful accounts, which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. Accounts receivable are ordinarily due 30 days after the issuance of the invoice. Accounts that are unpaid after the due date bear interest at 1% per month. Accounts past due more than 120 days are considered delinquent.

Interest continues to accrue on delinquent accounts until the account is past due more than one year, at which time interest accrual ceases and does not resume until the account is no longer classified as delinquent. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer.

Leases Receivable

The District recognizes a lease receivable and a deferred inflow of resources in the statement of net position. At the commencement of a lease, the District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Property and Equipment, Lease, and Subscription Assets

Acquisitions of property and equipment in excess of \$5,000 are capitalized. Property and equipment are recorded at cost. Depreciation is computed using the straight-line method over the estimated useful life of each asset. The following estimated useful lives are used by the District:

Furniture	7 years
Office equipment	5 years
Computer equipment	3 years
Software	2 years
Building	39 years
Land improvements	15 years
Vehicles	3 years

Subscription assets are initially recorded at the initial measurement of the subscription liability, plus subscription payments made at or before the commencement of the subscription-based information technology arrangement (SBITA) term, less any vendor incentives received from the vendor at or before the commencement of the term, plus capitalizable initial implementation costs. Subscription assets are amortized on a straight-line basis over the shorter of the subscription term or the useful life of the underlying IT asset.

Property and Equipment, Lease, & Subscription Asset Impairment

The District evaluates property and equipment, lease, and subscription assets for impairment whenever events or circumstances indicate a significant, unexpected decline in the service utility of a capital, lease, or subscription asset has occurred. No asset impairment was recognized for the year ended September 30, 2025.

Compensated Absences

The District’s policies permit most employees to accumulate Personal Time Off (PTO) benefits that may be realized as paid time off or, in limited circumstances, as a cash payment. Expense and the related liability are recognized as benefits are earned, whether the employee is expected to realize the benefit as time off or in cash.

Compensated absence liabilities are computed using the regular pay and termination pay rates in effect at the statement of net position date, plus an additional amount for salary-related payments such as Social Security and Medicare taxes computed using rates in effect at that date.

Implementation of GASB Statement No. 101

In June 2022, the Governmental Accounting Standards Board issued Statement No. 101, *Compensated Absences*. This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. Certain types of compensated absences are not recognized until the leave commences or is used. The District adopted GASB 101 for the fiscal year ended September 30, 2025. The adoption did not result in a material change to the District’s financial statements because the District’s existing policy was substantially consistent with the requirements of GASB 101.

Deferred Inflows and Outflows of Resources

Deferred outflows are the consumption of net assets by the District that are applicable to a future reporting period. The District has deferred outflows of resources related to pensions. The deferred outflows related to pensions for contributions subsequent to the measurement date are recognized as a reduction of the net pension liability in the following year. Deferred outflows related to changes in assumptions are recognized as a component of compensation expense over a seven-year period. Deferred outflows related to actuarial losses are recognized as a component of compensation expense over a seven- or eight-year period. Deferred outflows related to changes in investment gains (losses) are recognized as a component of compensation expense over a five-year period.

Deferred inflows are the acquisition of net assets by the District that are applicable to a future reporting period. The District has deferred inflows of resources related to pensions and leases. Deferred inflows related to changes in assumptions are recognized as a component of compensation expense over a seven-year period. Deferred inflows related to actuarial gains are recognized as a component of compensation expense over a seven-year period. The deferred inflows related to leases are recognized as a component of nonoperating revenue over the life of the lease.

Net Position

Net position of the District is comprised of three components.

- Net investment in capital assets consists of property, equipment, and subscription assets, net of accumulated depreciation and amortization, reduced by any outstanding balances of borrowings used to finance the construction/acquisition of those assets.
- Restricted pensions represent resources restricted for pension items relating to the District’s pension plan.
- Unrestricted represents the net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investments in property and equipment or the restricted component of net position, including Board-designated amounts.

The District first applies restricted net position when an expense or outlay is incurred for purposes for which both restricted and unrestricted net position are available.

Operating and Nonoperating Revenues and Expenses

Operating revenues of the District include 9-1-1 service fees. Operating expenses include expenses incurred for activities relating to the provision of 9-1-1 services. Nonoperating revenues/expenses include nonexchange and exchange-like transactions, which include transactions for which cash flows are generally reported as capital and related financing activities, noncapital financing activities, or investing activities on the statement of cash flows.

Income Tax

The District is exempt from federal income taxes under Section 115 of the Internal Revenue Code (IRC).

Defined Benefit Pension Plan

The District participates in the Texas County and District Retirement System (TCDRS) Retirement Plan (the Plan), an agent multiple employer defined benefit pension plan administered by the Texas County and District Retirement System (TCDRS) that serves 252 Texas counties and 425 diverse districts. TCDRS was established by the Texas Legislature pursuant to Section 67 of Article XVI of the Texas Constitution. The governing statute that permits the participation and that dictates the provisions and any amendment thereof is Subtitle F, Title 8, *Government Code* (TCDRS Act). The authority for the pension plan lies with the District’s Board of Managers. TCDRS issues a publicly available actuarial valuation report of the TCDRS Retirement Plan that includes financial information and the required supplementary information.

**Bexar Metro 9-1-1 Network
Notes to Financial Statements
September 30, 2025**

A separate report is publicly available for each participating county and district, including the pension plan and its financial information and required supplementary information. These reports may be obtained from the TCDRS website.

Pension plan members are required to contribute 7% of their annual covered salary. The District is required to contribute at an actuarially determined rate consisting of a normal cost rate and unfunded actuarially accrued liability rate. For purposes of measuring the net pension liability/asset, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plan and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Revenue Recognition

Service fee revenues are recognized when earned for both landline and wireless fees.

Risk Management

The District is exposed to various risks of loss from torts; theft of, damage to, and destruction of assets; errors and omissions; employee injuries and illnesses; natural disasters; and employee health, dental, and accident benefits. Commercial insurance coverage is purchased for claims arising from such matters. Claims have not exceeded insured limits in any of the previous three years.

Note 2. Economic Dependency & Concentration of Credit Risk

Service fees are levied by the District on telephone customers within the participating jurisdictions. These fees are collected from customers and remitted to the District by the telephone companies providing services to the area. All service fees receivable are derived from these sources, and management believes all are fully collectible. There are currently four incumbent local exchange carriers serving the District as well as numerous competitive local exchange carriers, VoIP, and private switch providers.

For the year ended September 30, 2025, the landline service fees were standardized across all three counties at \$0.50 for residential, \$1.00 for business lines, and \$1.00 for business trunks. The telephone companies were permitted to retain 1% of the fees as an administrative fee.

For the year ended September 30, 2025, all wireless telephone service providers were required to collect a monthly service fee in the amount of \$0.50, per subscriber, which is remitted to the comptroller and then distributed by the Commission on State Emergency Communications (CSEC). CSEC distributes these fees to 9-1-1 jurisdictions using a calculation based upon the jurisdiction's population as a percentage of the entire population of the state of Texas. The wireless telephone companies were permitted to retain 1% of these fees as an administrative fee. For the year ended September 30, 2025, approximately 82% of revenues were derived from wireless service fees.

Maintenance on the networks and databases requires significant expense. For the year ended September 30, 2025, approximately 43% of the total expenses incurred were for operating and maintaining the networks and databases necessary for continued operation of the District.

Note 3. Investments

Chapter 2256 of the Texas Government Code, the *Public Funds Investment Act*, authorizes the District to invest its funds under a written investment policy that ensures the safety of principal, provides liquidity, and optimizes return on investments with the constraints of safety and liquidity.

**Bexar Metro 9-1-1 Network
Notes to Financial Statements
September 30, 2025**

Simmons Bank – The District has assets held by Simmons Bank in the form of certificates of deposit (CD) at rates ranging from 3.75% to 4.80% and original maturities of 12 months. As of September 30, 2025, the District's investment in CDs was \$20,198,756.

Texas Local Government Investment Pool – The District has assets held by Texas Local Government Investment Pool (TexPool).

Custodial Credit Risk – Custodial credit risk for investments is the risk that the District will not be able to recover the value of its investments in the event of a counterparty failure. The District uses third-party banks' custody safekeeping services for its investment securities. Securities are held in custody at third-party banks registered in the name of the District and are segregated from securities owned by those institutions or held in custody by those institutions.

Concentration of Credit Risk – The District's investment policy requires the portfolio to be structured with diversification and securities that are liquid in nature. The District places no limit on the amount the District may invest in any one issuer.

Interest Rate Risk – As a means of minimizing risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the District. This is accomplished through purchasing quality, short- to medium-term securities that will complement each other. At September 30, 2025, the District's exposure to interest rate risk as measured by the segmented time distribution by investment is that all investments mature in less than one year.

Foreign Currency Risk – The District does not engage in any deposit or investment transactions involving foreign currency.

Public Funds Investment Pools – Public fund investment pools in Texas (Pool) are established under the authority of the *Interlocal Cooperation Act* Chapter 79 of the Texas Government Code and are subject to the provisions of the *Public Funds Investment Act (Act)*, Chapter 2256 of the Texas Government Code. In addition to other provisions of the Act designed to promote liquidity and safety of principal, the Act requires Pools to: 1) have an advisory board composed of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool; 2) maintain a continuous rating of no lower than AAA or AAAm or an equivalent rating by at least one nationally recognized rating service; and 3) maintain the market value of its underlying investment portfolio within one-half of 1% of the value of its shares.

The District participates in TexPool, which is a public funds investment pool operating in full compliance with the Act.

The District's investment portfolio consists of the following at September 30, 2025:

<u>Investment Type</u>	<u>Amortized Cost</u>	<u>Weighted-Average Maturity (Days)</u>	<u>Rating</u>
Texas Local Government Investment Pool	\$ 5,390,108	31	AAAm

**Bexar Metro 9-1-1 Network
Notes to Financial Statements
September 30, 2025**

Note 4. Property, Equipment, and Subscription Assets

Property and equipment and lease assets activity includes the following as of and for the year ended September 30, 2025:

Asset Class	Balance at 2024	Additions	Disposals/ Transfers	Balance at 2025
Land and land improvements	\$ 3,569,170	\$ 7,818	\$ -	\$ 3,576,988
Construction in progress	-	31,474	-	31,474
Assets being depreciated/amortized				
Furniture	1,726,194	6,100	-	1,732,294
Office equipment	3,192,997	-	-	3,192,997
Computer equipment	13,267,724	4,991,928	(5,562)	18,254,090
Software	2,514,962	2,584,337	-	5,099,299
Subscription assets	7,272,181	432,761	-	7,704,942
Building	53,636,636	40,668	-	53,677,304
Vehicle	280,977	97,073	-	378,050
Total assets being depreciated/amortized	81,891,671	8,152,867	(5,562)	90,038,976
Accumulated depreciation/amortization	(25,108,108)	(5,820,363)	5,562	(30,922,909)
Total	<u>\$ 60,352,733</u>	<u>\$ 2,371,796</u>	<u>\$ -</u>	<u>\$ 62,724,529</u>

Note 5. Subscription Liabilities

The District has various subscription-based information technology arrangements (SBITA), the terms of which expire in various years through 2030.

During the years ended September 30, 2025 and 2024, the District recognized no expense for variable payments not previously included in the measurement of the subscription liability.

The following is a summary of long-term obligation transactions for the District for the year ended September 30, 2025:

	Balance at 2024	Additions	Deductions	Balance at 2025	Current Portion
Subscription liability	<u>\$ 4,506,832</u>	<u>\$ -</u>	<u>\$ 790,602</u>	<u>\$ 3,716,230</u>	<u>\$ 1,100,856</u>

**Bexar Metro 9-1-1 Network
Notes to Financial Statements
September 30, 2025**

The following is a schedule by year of payments under the SBITAs as of September 30, 2025:

	<u>Total to Be Paid</u>	<u>Principal</u>	<u>Interest</u>
2026	\$ 1,005,086	\$ 888,905	\$ 116,181
2027	903,408	825,039	78,369
2028	844,587	800,528	44,059
2029	760,332	746,027	14,305
2030	456,947	455,731	1,216
	<u>\$ 3,970,360</u>	<u>\$ 3,716,230</u>	<u>\$ 254,130</u>

Note 6. Retirement Savings Plan

All District employees may participate in the Deferred Compensation Program (Plan), qualified under Section 457 of the IRC. The Plan is administered by the United States Conference of Mayors. The Plan provides municipal employees with an officially sponsored and monitored supplemental retirement and savings plan. Benefits under the Plan are available at the earlier of the employee's separation date or the employee attains the age of 70½ or terminates deferrals under this Plan, whichever is later. Under the Plan, employees may contribute and defer a portion of their salary before federal income taxes that must equal at least \$20 per month. Voluntary contributions may be made at the discretion of the District that vest at the time such contributions are made. For the year ended September 30, 2025, the District made contributions to the Plan of \$120,290.

Note 7. Pension Plan

Plan Description

The District's agent multi-employer defined benefit pension plan is separately administered by TCDRS. TCDRS is governed by a nine-member board comprised of system members and retirees appointed by the Governor of the State of Texas and confirmed by the Texas Senate. TCDRS acts as a common, independent investment and administrative agent for the District. In a defined benefit plan, pension benefits are actuarially determined by a member's age at retirement, number of years of service credit and final compensation as calculated under the TCDRS Retirement Plan document. The TCDRS Retirement Plan does not issue a separate report that includes financial statements and required supplementary information for the TCDRS Retirement Plan. TCDRS in the aggregate issues an annual comprehensive financial report (ACFR) on a calendar year basis. The ACFR is available upon written request from the TCDRS Board of Trustees, P.O. Box 2034, Austin, Texas 78768-2034 or from the website www.tcdrs.org.

Benefits Provided

During employment, employees contribute 7% compensation to the TCDRS Retirement Plan. At the time a pension benefit is payable, a member's accumulated personal contribution and accrued interest are matched by the District at a 200% level. This matching is only activated at death, disability, or retirement. Benefits are payable based on the member's election of eight payout options. Payments, once elected, are guaranteed for life. Members are fully vested in their contribution to the TCDRS Retirement Plan.

**Bexar Metro 9-1-1 Network
Notes to Financial Statements
September 30, 2025**

Contributions

The District's contribution is actuarially determined to provide a specific level of benefit. The employees contribution rate is set at 7%, with the District's rate determined through actuarial valuation. The District's elected contribution rate was 11% for 2025 as a percentage of covered payroll, which exceeded the rate determined actuarially. Employee contributions for the fiscal year ended September 30, 2025 were \$185,822. Employer contributions for the fiscal year ended September 30, 2025 were \$265,459.

Membership

Membership in the TCDRS Retirement Plan by membership class is as follows at the measurement date of December 31, 2024:

Inactive employees or beneficiaries currently receiving benefits	8
Inactive employees entitled to but not yet receiving benefits	2
Active employees	<u>23</u>
	<u><u>33</u></u>

Net Pension Asset

The District's net pension asset was measured at December 31, 2024 and the total pension asset used to calculate the net pension asset was determined by an actuarial valuation as of that date.

Assumptions

As of the latest measurement date of December 31, 2024, the significant actuarially assumptions used in the valuation included:

Investment rate of return (net of administrative expenses)	7.5%
Discount rate	7.6%
Projected salary increases	4.7%
Inflation adjustment	2.5%
Mortality	Pub-2010 General Retirees Morality Table

The actuarial assumptions used in the December 31, 2024 valuation were based on the results of an actuarial experience study for the period 2017 through 2020, except where required to be different by GASB 68.

The TCDRS Retirement Plan's unfunded actuarial accrued liability or asset is being amortized as a level percentage of covered payroll on an open basis. The amortization period as of December 31, 2024 is 30 years.

**Bexar Metro 9-1-1 Network
Notes to Financial Statements
September 30, 2025**

Changes in the total pension liability (asset), plan fiduciary net position, and the net pension liability (asset) were as follows:

	Total Pension Liability (a)	Increase (Decrease) Fiduciary Net Position (b)	Net Pension Liability (Asset) (a)-(b)
Balance, beginning of year	\$ 16,019,240	\$ 17,800,455	\$ (1,781,215)
Changes for the year			
Service cost	484,659	-	484,659
Interest on total pension liability	1,229,209	-	1,229,209
Effect of plan changes	(110,709)	-	(110,709)
Effect of economic/demographic gains or losses	228,016	-	228,016
Refund of contributions	(90,433)	(90,433)	-
Benefit payments	(582,076)	(582,076)	-
Administrative expenses	-	(10,686)	10,686
Member contributions	-	182,128	(182,128)
Net investment income	-	1,814,869	(1,814,869)
Employer contributions	-	510,182	(510,182)
Other	-	6,360	(6,360)
Balance, end of year	<u>\$ 17,177,906</u>	<u>\$ 19,630,799</u>	<u>\$ (2,452,893)</u>

Rate of Return on Pension Plan Investments

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant. The numbers shown are based on January 2025 information for a 10-year time horizon.

**Bexar Metro 9-1-1 Network
Notes to Financial Statements
September 30, 2025**

The target allocations and best estimates of rates of return for each major asset class are summarized below:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Geometric Real Rate of Return Minus Inflation</u>
US Equities	13.00%	5.35%
Global Equities	4.00%	5.15%
Int'l Equities – Developed Markets	6.00%	4.75%
Int'l Equities – Emerging Markets	0.00%	4.75%
Investment – Grade Bonds	3.00%	2.55%
Strategic Credit	9.00%	3.70%
Direct Lending	16.00%	6.85%
Distressed Debt	4.00%	6.80%
REIT Equities	2.00%	3.95%
Master Limited Partnerships	2.00%	4.95%
Commodities	2.00%	1.00%
Private Real Estate Partnerships	6.00%	5.75%
Private Equity	25.00%	8.15%
Hedge Funds	6.00%	3.60%
Cash Equivalents	2.00%	1.10%
	<u>100.00%</u>	

Discount Rate

The discount rate used to measure the total pension asset was 7.6%. Based on plan funding expectations, the projected fiduciary net position is projected to be sufficient to pay projected benefit payments in all future years. Based on this assumption, the discount rate for purposes of calculating the total pension liability (asset) and net pension liability (asset) is equal to the long-term assumed rate of return on investments.

Sensitivity to Interest Rate Change

The following presents the resulting net pension asset calculated using the discount rate of 7.6%, as well as what the District's net pension asset would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	<u>1% Decrease (6.60%)</u>	<u>Current Discount Rate (7.60%)</u>	<u>1% Increase (8.60%)</u>
District's net pension (asset)	<u>\$ (246,814)</u>	<u>\$ (2,452,893)</u>	<u>\$ (4,321,515)</u>

**Bexar Metro 9-1-1 Network
Notes to Financial Statements
September 30, 2025**

Pension Expense

The District reported pension expense as follows for the year ended September 30, 2025:

Service cost	\$ 484,659
Interest on total pension liability	1,229,209
Effect of plan changes	(110,709)
Administrative expenses	10,686
Member contributions	(182,128)
Expected investment return net of investment expenses	(1,353,412)
Recognition of economic/demographic gains or losses	112,905
Recognition of assumption changes or inputs	86,432
Recognition of investment gains or losses	(184,522)
Other	<u>(6,360)</u>
 Pension expense	 <u><u>\$ 86,760</u></u>

Deferred Outflows and Inflows of Resources

Deferred outflows of resources are as follows as of September 30, 2025:

Actuarial loss	\$ 404,830
Changes in assumptions	212,517
Contributions made subsequent to the measurement date	<u>197,321</u>
	<u><u>\$ 814,668</u></u>

Deferred inflows of resources are as follows as of September 30, 2025:

Actuarial gain	\$ 19,415
Changes in assumptions	59,475
Net difference between projected and actual earnings	<u>172,745</u>
	<u><u>\$ 251,635</u></u>

Amounts currently reported as deferred outflows of resources related to the TCDRS Retirement Plan, excluding contributions made subsequent to the measurement date, will be recognized in pension expense as follows:

2025	\$ 63,821
2026	443,442
2027	(155,677)
2028	(47,137)
2029	28,692
Thereafter	<u>32,571</u>
	<u><u>\$ 365,712</u></u>

**Bexar Metro 9-1-1 Network
Notes to Financial Statements
September 30, 2025**

As of September 30, 2025, the District reported \$197,321 as deferred outflows relating to pension contributions subsequent to the measurement date and prior to year-end. This amount will be recognized as a reduction to the net pension liability on September 30, 2025.

Note 8. Leases

Lease Receivable

The District has entered into leases of its property, including office and data center space within the Quarry Run Regional Operations Center. The terms of these leases expire in various years through 2027. Lease payments based on the future performance of the lessee are not included in the lease receivable because they are not fixed in substance.

Revenue recognized under lease contracts during the year ended September 30, 2025 was \$104,144, which includes both lease revenue and interest incurred. Additionally, \$498,598 in-kind revenue of a security officer provided in lieu of cash rental payments for office space was recognized. Both of these are included in lease income and other on the statement of revenues, expenses, and changes in net position in the accompanying financial statements. The District did not recognize any variable payments not previously included in the measurement of the lease receivable for the year ended September 30, 2025.

Required Supplementary Information

**Bexar Metro 9-1-1 Network
Schedule of Changes in the Net Pension (Asset) Liability and Related Ratios
September 30, 2025**

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Total Pension Liability										
Service cost	\$ 484,659	\$ 485,522	\$ 450,797	\$ 421,749	\$ 390,227	\$ 367,288	\$ 318,976	\$ 262,145	\$ 199,303	\$ 175,284
Interest (includes interest on service cost)	1,229,209	1,149,262	1,048,073	980,466	909,158	820,076	740,685	586,665	500,717	447,716
Effect of plan changes	(110,709)	22,386	(70,094)	(70,094)	(259,518)	(17,448)	(17,427)	1,311,329	511,203	(13,339)
Effect of economic/demographic (gains) losses	228,016	(27,180)	115,243	122,710	189,258	109,482	75,991	(30,691)	70,634	(166,819)
Effect of assumptions changes or inputs	-	-	-	(138,775)	743,802	-	-	(118,930)	-	56,849
Benefit payments, including refunds of member contributions	(672,510)	(485,317)	(457,846)	(453,313)	(206,483)	(198,770)	(174,516)	(157,551)	(112,478)	(61,381)
Net change in total pension liability	1,158,665	1,144,673	1,310,198	862,743	1,766,444	1,080,628	943,709	1,852,967	1,169,379	438,310
Total Pension Liability – Beginning	16,019,241	14,874,567	13,564,368	12,701,625	10,935,181	9,854,553	8,910,844	7,057,877	5,988,498	5,450,187
Total Pension Liability – Ending	\$ 17,177,906	\$ 16,019,240	\$ 14,874,566	\$ 13,564,368	\$ 12,701,625	\$ 10,935,181	\$ 9,854,553	\$ 8,910,844	\$ 7,057,877	\$ 5,888,497
Plan Fiduciary Net Position										
Contributions – employer	\$ 510,182	\$ 509,395	\$ 489,974	\$ 476,759	\$ 493,596	\$ 481,205	\$ 464,826	\$ 431,281	\$ 418,452	\$ 393,575
Contributions – employee	182,128	181,577	167,982	158,731	170,517	161,843	150,378	126,887	117,917	100,503
Net investment income	1,814,869	1,743,321	(990,272)	2,974,203	1,216,472	1,595,536	(170,992)	1,157,454	514,616	(292,879)
Benefit payments, including refunds of member contributions	(672,510)	(485,317)	(457,846)	(453,313)	(206,483)	(198,770)	(174,516)	(157,551)	(112,478)	(61,381)
Administrative expense	(10,686)	(9,295)	(9,285)	(8,982)	(9,838)	(8,966)	(7,806)	(6,280)	(5,591)	(4,955)
Other	6,360	16,651	42,048	8,864	14,704	16,849	14,078	5,310	40,842	(7,252)
Net change in Plan fiduciary net position	1,830,343	1,956,332	(757,399)	3,156,262	1,678,968	2,047,697	275,968	1,557,111	973,758	127,611
Plan Fiduciary Net Position – Beginning of Year	17,800,456	15,844,124	16,601,523	13,445,261	11,766,293	9,718,596	9,442,628	7,885,517	6,911,759	6,784,149
Plan Fiduciary Net Position – End of Year	\$ 19,630,799	\$ 17,800,456	\$ 15,844,124	\$ 16,601,523	\$ 13,445,261	\$ 11,766,293	\$ 9,718,596	\$ 9,442,628	\$ 7,885,517	\$ 6,911,760
Net pension liability (asset)	\$ (2,452,893)	\$ (1,781,216)	\$ (969,558)	\$ (3,037,155)	\$ (743,636)	\$ (893,112)	\$ 135,957	\$ (531,784)	\$ (827,640)	\$ (1,029,269)
Plan fiduciary net position as a percentage of the total pension liability	114%	111%	107%	122%	106%	108%	99%	106%	112%	117%
Covered employee payroll	\$ 2,601,823	\$ 2,593,951	\$ 2,399,741	\$ 2,267,592	\$ 2,435,958	\$ 2,312,046	\$ 2,148,259	\$ 1,812,811	\$ 1,684,522	\$ 1,435,750
District's net pension liability as a percentage of covered employee payroll	-94%	-69%	-40%	-134%	-31%	-36%	6%	-29%	-49%	-71%

Note to Schedule

This schedule is intended to display the most recent 10 years of data for annual changes in the net pension asset.

**Bexar Metro 9-1-1 Network
Schedule of Employer Contributions
September 30, 2025**

Year Ended September 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Excess	Pensionable Covered Payroll⁽¹⁾	Actual Contribution as a % of Covered Payroll
2025	\$ -	\$ 265,459	\$ (265,459)	\$ 2,525,908	11%
2024	\$ -	\$ 268,307	\$ (268,307)	\$ 2,593,951	10%
2023	\$ -	\$ 249,525	\$ (249,525)	\$ 2,399,741	10%
2022	\$ -	\$ 244,991	\$ (244,991)	\$ 2,267,592	11%
2021	\$ -	\$ 468,894	\$ (468,894)	\$ 2,171,724	22%
2020	\$ -	\$ 499,332	\$ (499,332)	\$ 2,312,046	22%
2019	\$ -	\$ 475,848	\$ (475,848)	\$ 2,148,259	22%
2018	\$ -	\$ 455,791	\$ (455,791)	\$ 2,306,273	20%
2017	\$ -	\$ 426,697	\$ (426,697)	\$ 1,931,977	22%
2016	\$ 13,622	\$ 157,935	\$ (144,313)	\$ 1,661,228	10%

Notes to Schedule:

(1) Payroll is calculated based on contributions as reported to TCDRS.

This schedule is presented to illustrate the requirement to show information for 10 years. Information presented in this schedule has been determined as of the District's fiscal year-end (September 30) in accordance with GASB 68.

Valuation Date: Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial cost method	Entry Age (level percentage of pay)
Amortization method	Level percentage of covered payroll, closed period
Remaining amortization period	0.0 years
Asset valuation method	5-year smoothed market
Inflation	2.50%
Salary increases	Varies by age and service. 4.7% average over career including inflation.
Investment rate of return	7.50%, net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.

Mortality – In the 2024 actuarial valuation, 135% of Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Changes in Plan Provisions Reflected in the Schedule – Effective with the 2024 calendar year, employer contributions reflect that a 3% flat COLA was adopted.

Supplementary Information

**Bexar Metro 9-1-1 Network
 Schedule of Expenditures of Federal Awards
 Year Ended September 30, 2025**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of the Treasury Passed Through: Commission on State Emergency Communications Coronavirus State and Local Fiscal Recovery Funds	21.027	020-1892	<u>\$ 1,554,082</u>

**Bexar Metro 9-1-1 Network
Notes to Schedule of Expenditures of Federal Awards
September 30, 2025**

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (Schedule) includes the federal award activity of Bexar Metro 9-1-1 Network under programs of the federal government for the year ended September 30, 2025. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Bexar Metro 9-1-1 Network, it is not intended to and does not present the financial position, changes in net position, or cash flows of Bexar Metro 9-1-1 Network.

Note 2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3. Indirect Cost Rate

Bexar Metro 9-1-1 Network has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

Note 4. Federal Loan Programs

Bexar Metro 9-1-1 Network did not have any federal loan programs during the year ended September 30, 2025.

Note 5. Subrecipients

Of the federal expenditures presented on the Schedule, Bexar Metro 9-1-1 Network provided no federal awards to subrecipients.

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards

Independent Auditor's Report

Board of Managers
Bexar Metro 9-1-1 Network
San Antonio, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of Bexar Metro 9-1-1 Network (District), which comprise the District's statement of net position as of September 30, 2025 and the related statements of revenues, expenses, and changes in net position and cash flows for the year then ended and the related notes to the financial statements, and have issued our report thereon dated December 11, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an

objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Forvis Mazars, LLP

**San Antonio, Texas
December 11, 2025**

Report on Compliance for the Major Federal Program and Report on Internal Control Over Compliance

Independent Auditor's Report

Board of Managers
Bexar Metro 9-1-1 Network
San Antonio, Texas

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Bexar Metro 9-1-1 Network's (District) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on the District's major federal program for the year ended September 30, 2025. The District's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2025.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal program.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of its federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Forvis Mazars, LLP

**San Antonio, Texas
December 11, 2025**

**Bexar Metro 9-1-1 Network
 Schedule of Findings and Questioned Costs
 Year Ended September 30, 2025**

Section I – Summary of Auditor’s Results

Financial Statements

1. Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:

(Check each description that applies)

- Unmodified Qualified Adverse Disclaimer

2. Internal control over financial reporting:

Material weakness(es) identified? Yes No

Significant deficiency(ies) identified? Yes None reported

3. Noncompliance material to the financial statements noted? Yes No

Federal Awards

4. Internal control over major federal programs:

Material weakness(es) identified? Yes No

Significant deficiency(ies) identified? Yes None reported

5. Type of auditor’s report issued on compliance for major federal program(s):

- Unmodified Qualified Adverse Disclaimer

6. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? Yes No

7. Identification of major federal programs:

<u>Assistance Listing Number</u>	<u>Name of Federal Program or Cluster</u>
21.027	Coronavirus State and Local Fiscal Recovery Fund

8. Dollar threshold used to distinguish between Type A and Type B programs: \$1,000,000.

9. Auditee qualified as a low-risk auditee? Yes No

Section II – Financial Statement Findings

Reference Number	Finding
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No matters are reportable.

Section III – Federal Award Findings and Questioned Costs

Reference Number	Finding
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No matters are reportable.

**Bexar Metro 9-1-1 Network
Summary Schedule of Prior Audit Findings
Year Ended September 30, 2025**

Reference Number	Summary of Finding	Status
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No matters are reportable.



Meeting Date: June 9, 2026

Agenda item: 6A

Prepared by: I. Gaytan, City Secretary

Reviewed by: A. Garfaoui, City Manager

Department: Administration

Agenda Item Description:

Proclamation for Elder Abuse Awareness Month.

Staff Briefing:

The purpose of Elder Abuse Awareness Month is to shed light on the abuse and neglect that elderly and vulnerable adults face.

Action:

- Ordinance Resolution
- Proclamation Special Presentation
- Finance Report Public Hearing
- Other

Cost:	
Budgeted	
Actual	
Acct. Name	
Acct. Fund	
Other Funding	
Strategic Goal #	1, 2, 3

Strategic Goals: 1- Stable, 2- Secure, 3 - Supportive and 4 - Beautiful

Staff Recommended Motion:

No motion is necessary.



PROCLAMATION FOR ELDER ABUSE AWARENESS MONTH

WHEREAS: Older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of our community by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and

WHEREAS: As we age, we build momentum by accumulating knowledge, experience, insight, and wisdom that can be shared to enrich our community; and

WHEREAS: Abuse of older adults and people with disabilities is a community concern, affecting over 120,000 older adults and people with disabilities in Texas; and

WHEREAS: Abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment, and fear; adult abuse affects men and women of all income and ability levels, all cultural and ethnic backgrounds, in all communities, and elder abuse is everyone's business, it's important to strengthen our efforts to prevent, report, and address elder abuse.

NOW, THEREFORE, I, Mary M. Dennis, Mayor of City of Live Oak, do hereby proclaim June 2026 as Elder Abuse Awareness Month in Live Oak, Texas.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Live Oak to be affixed this 9th day of June 2026.

Mary M. Dennis, Mayor



Meeting Date: June 9, 2026

Agenda item: 6B

Prepared by: E. McNew, Interim PW Director

Reviewed by: A. Garfaoui, City Manager

Department: Public Works

Agenda Item Description:

Proclamation for National Lifeguard Appreciation Day.

Staff Briefing:

Staff would like to recognize the City of Live Oak’s lifeguards for all that they do during the pool season.

Action:

- Ordinance Resolution
- Proclamation Special Presentation
- Finance Report Public Hearing
- Other

Cost:	
Budgeted	
Actual	
Acct. Name	
Acct. Fund	
Other Funding	
Strategic Goal #	1, 2, 3

Strategic Goals: 1- Stable, 2- Secure, 3 - Supportive and 4 - Beautiful

Staff Recommended Motion:

No motion is necessary.



PROCLAMATION FOR NATIONAL LIFEGUARD APPRECIATION DAY

WHEREAS: Lifeguard Appreciation Day is celebrated on July 31 annually. It's a day for honoring and appreciating those professionals, who are saddled with the responsibility of making sure that pool facilities are safe for visitors; and

WHEREAS: Lifeguards diligently dedicate not only their time but lives to enabling a safe environment for swimmers. They instruct and keep constant watch on guests to prevent injury and rescue them from life-threatening accidents; and

WHEREAS: At the beach, a water park, resort or your neighborhood pool, lifeguards are ready and qualified to monitor and assist swimmers and perform life-saving measures when necessary; and

WHEREAS: The best way to show your appreciation to a lifeguard is to follow the facility rules, keep an eye on your children or weak swimmers, and willingly follow lifeguard instructions.

NOW, THEREFORE, I, Mary M. Dennis, Mayor of the City of Live Oak, do hereby proclaim July 31, 2026, as National Lifeguard Appreciation Day.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Live Oak to be affixed this 9th day of June 2026.

Mary M. Dennis, Mayor



Meeting Date: June 9, 2026

Agenda item: 7A

Prepared by: R. Luna, Interim Asst. Fire Chief

Reviewed by: K. Drewry, Fire Chief

Department: Fire Department

Agenda Item Description:

Discussion and possible action regarding ratification of Ordinance 1698, adopting the 2024 International Fire Code including Appendices B, C, D, E, I, and K, to include Exhibit A.

Staff Briefing:

This item ratifies Ordinance 1698, which adopted the 2024 International Fire Code, by adding Exhibit “A” (attached). Ordinance 1698 was approved by the City Council on April 14, 2026. However, Exhibit “A” was inadvertently not included with the Ordinance. Therefore, this item serves to ratify the existing Ordinance by including the missing exhibit thereby correcting the omission. No amendments to Ordinance 1698 are proposed.

Per the existing provisions included in Ordinance 1698, the new codes will become effective on July 1, 2026.

Action:

- Ordinance Resolution
- Proclamation Special Presentation
- Finance Report Public Hearing
- Other

Cost:	
Budgeted	
Actual	
Acct. Name	
Acct. Fund	
Other Funding	
Strategic Goal #	1, & 2

Strategic Goals: 1- Stable, 2- Secure, 3 - Supportive and 4 - Beautiful

Staff Recommended Motion:

Motion to approve ratification of Ordinance 1698, adopting the 2024 International Fire Code including Appendices B, C, D, E, I, and K, to include Exhibit A.

**AN ORDINANCE OF THE CITY OF LIVE OAK, TEXAS
REPEALING 2021 EDITIONS OF INTERNATIONAL FIRE CODE;
AMENDING THE CITY’S CODE OF ORDINANCES; ADOPTING
2024 INTERNATIONAL FIRE CODE INCLUDING APPENDICES
B,C,D,E,I,K, ESTABLISHING CERTAIN BUILDING
REGULATIONS AND REQUIREMENTS; AND ESTABLISHING
PENALTIES THERETO**

WHEREAS, the Texas Local Governmental Code empowers the City to enact fire codes and regulations and provide for their administration, enforcement, and amendment; and

WHEREAS, the regulation of fire-related issues in all residences, all commercial and other buildings, and building construction by the City of Live Oak is necessary to protect the public health and welfare; and

WHEREAS, the City adopted the 2021 version of the International Fire Code, which has been updated and amended with a new version; and

WHEREAS, the City finds it is in the interests and welfare of its citizens to repeal the 2021 International Fire Code and adopt the updated 2024 International Fire Code with amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

Section 2. Amendment to Municipal Code of Ordinances and adoption of certain 2024 codes. The City of Live Oak, Texas hereby adopts the 2024 International Fire Code with amendments, and, The City of Live Oak Code of Ordinances, Chapter 8, Article I, Sections 8-1 are hereby repealed and amended to read as follows:

“Sec. 8-1. – International Fire Code adopted
The International Fire Code, 2024 Edition, is hereby adopted by reference as the Fire Prevention Code of the city, which shall control in regard to all subjects covered by such code, except as otherwise provided in this article or other ordinances of the city.

Sec. 8-2. Amendments

The Code adopted by this Article is hereby amended as set out in this section:
Section 101.1 Title. Shall read:

These regulations shall be known as the Fire Code of the City of Live Oak, Texas, hereinafter referred to as “this code.”

Section 101.6, “Requirements of other agencies”, shall be added, and read:

101.6 Requirements of other Agencies.

The City of Live Oak Building Codes do not include all additional requirements for buildings and structures that may be imposed by other state/county agencies, occupational licensing boards or commissions. It shall be the responsibility of a permit holder, design professional, contractor or occupational license holder to determine whether any additional requirements exist.

Section 102.3 Change of use or occupancy is amended, and shall read:

102.3 Change of use or occupancy

A change of occupancy shall not be permitted unless the use or occupancy is made to comply with the requirements of this code and the *International Building Code*. A change of business name, responsible party, designated use, or any activity that deviates from the original submitted application within the occupancy shall qualify as a change of occupancy.

Sections 104.3.2 Photographic Documentation shall be added, and read;

104.4.2 Photographic Documentation.

Members of the Fire Department making such examinations or inspections shall have the right, with proper credentials, and be authorized to take a reasonable number of photographs or videotapes for evidence and for records for use by the Fire Department to study hazards and scientific control for fire safety.

105.4 Revocation shall read;

The fire code official is authorized to revoke a permit, or certificate of occupancy, issued under the provisions of this code where it is found by inspection or otherwise that there has been false statement or misrepresentation as the material facts in the application, letter of intent, or construction documents on which the permit, certificate of occupancy or approval was based including, but not limited to, any one of the following:

1. The permit or certificate of occupancy is used for a location or establishment other than that for which it was issued.
2. The permit or certificate of occupancy is used for a condition or activity other than that is listed in the permit or certificate of occupancy
3. Conditions and limitations set forth in the permit or certificate of occupancy have been violated

4. There have been any false statements or misrepresentations as to the material fact in the application for permit or plans submitted or a condition of the permit.
5. The permit, or certificate of occupancy is used by a different person or firm that the name for which it was issued.
6. The permittee failed, refused or neglected to comply with orders or notices duly served in accordance with the provisions of this code within the time provided therein.
7. The permit, or certificate of occupancy, was issued in error or in violation of an ordinance, regulation or this code.

This amendment (105.4 Revocation) will provide the clarity needed to prevent misuse or misrepresentation in the permitting process. Without it, individuals or businesses could exploit ambiguous language in permits or certificates of occupancy, creating serious risks to life safety, fire protection, and community resilience.

Section 105.5.2, Aerosol Products, aerosol cooking spray products and plastic aerosol 3 products shall read:

105.5.2, Aerosol Products, aerosol cooking spray products and plastic aerosol 3 products

An operational permit is required to manufacture, store or handle an aggregate quantity of Level 2 or Level 3 aerosol products in excess of 250 pounds net weight. Aerosol storage noted in the above weight shall comply with the requirements of Chapter 51 of the International Fire Code, 2024 edition, and NFPA 30B, 2019 edition. The classification of aerosol, Level 1, 2 or 3, will be printed on the product manufacturer's packaging.

There shall not be any storage or handling of an aggregate quantity of any combination or single type of Level 1 or Level 2 aerosol products more than a combined net weight to exceed 1,000 pounds at any time, unless the products are stored in approved flammable liquid storage rooms (NFPA 30B, 2019 edition).

When stored or handled within the allowable quantities, segregation rules apply as referenced in Chapter 51 of the International Fire Code, 2024 edition. Where chain link fence enclosures are required, the fencing must comply with the following;

1. The fence shall not be less than No. 9 gauge steel wire, woven into a maximum 2- inch diamond mesh.
2. The fence shall be installed from the floor to the underside of the roof or ceiling above.
3. Class III, IV and high-hazard commodities shall be stored outside of the aerosol

storage area and a minimum of 8 feet (2438 mm) from the fence.

4. Access openings in the fence shall be provided with either self-closing or automatic-closing devices or a labyrinth opening arrangement preventing aerosol containers from rocketing through the access openings.

5. Not less than two means of egress shall be provided from the fenced enclosure.

Aisle requirements for segregated storage in general purpose warehouses shall comply with Table 5104.3.2.2

Section 105.5.37 Open flames and torches shall read.

A building permit is required to remove paint with a torch; or to use a torch or open flame device in a wildfire-risk area.

Section 105.5.41 Places of assembly. – Deleted

Section 105.6; add to read as follows:

105.6 Required construction permits. The fire code official is authorized to issue construction permits for work as set forth in Sections 105.6.1 through 105.6.26

Section 105.6.7, Fire alarm and detection system and related equipment add at end of the paragraph:

Replacing a fire alarm panel is not considered maintenance to an existing system and shall require a construction permit.

ADD:

105.6.26 Electric vehicle (EV) charging stations. Construction permits are required to install or modify an existing electric vehicle charging station. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

This amendment (105.6.26 Electric vehicle) requires permits for the installation or modification of electric vehicle charging stations to ensure compliance with fire and life safety standards. Routine maintenance is exempt, but oversight of new or altered installations is necessary to reduce electrical and fire hazards.

Section 106.1, Submittals, shall read:

106.1 Submittals

Construction documents and supporting data shall be submitted in two or more sets, and at least once by portable document format accepted on electronic memory card with each application for a permit and in such form and detail as required by the fire

code official. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed.

Exception: The fire code *official* is authorized to waive the submission of construction documents and supporting data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

Section 108.4 Work commencing before permit issuance, shall read:

108.4 Work commencing before permit issuance:

Any person who commences any work, activity, or operation regulated by this code before obtaining the necessary permits shall be subject to a double permit fee. All work shall cease until the required permits are obtained and inspections completed. It shall be unlawful, and a violation of this code, subject to penalties as described herein, for any person to continue any work after having been served with a stop work order, except such work as that person is directed to perform by the Fire Chief, in order to remove a violation or unsafe condition.

Section 109.3.1, Records of Hazardous Materials, is added, and shall read:

110.3.1 Records of Hazardous Materials

Owners or the Owner's Representative of buildings or properties that store or use hazardous materials shall maintain chemical documents (SDS), and building/site data, construction, maintenance and modifications over the entire life of the building. A means shall be developed for off-site storage and maintenance of the documents. In addition, a secondary source of this information shall be made available in suitably designed hard copy or electronic format for use by emergency responders within a reasonable timeframe. The primary source of information shall be easily accessible by responders during emergencies.

Section 110.1.1 Prohibition of Electrical Service, is added and shall read;

111.1.1 Prohibition of Electrical Service

When any fire hazard is permitted to continue in existence by the owner after receiving the notice provided in Section 112.1 and after expiration of the time limit as determined under Section 12.3 if the Fire Marshal shall find and determine from the facts that the danger to human life is materially increased by the electrical wiring and appliances present in the building, he shall notify City Public Service of the city to disconnect its service and forthwith cease supplying electric current thereto. It shall thereupon be the duty of the manager of City Public Service to cause said service to be disconnected and the supply of electrical current disconnected

immediately.

Section 110.1.2 Prohibition of Gas Service, is added and shall read;

111.1.2 Prohibition of Gas Service

When any fire hazard is permitted to continue in existence by the owner after receiving the notice provided in Section 112.1 and after expiration of the time limit as determined under Section 112.3, if the Fire Marshal shall find and determine from the facts that the danger to human life is materially increased by the gas plumbing and/or appliances present in the building, he shall notify City Public Service to disconnect its gas service and forthwith cease supplying gas thereto. It shall thereupon be the duty of the manager of the City Public Service to cause said service to be disconnected and the supply of gas disconnected immediately.

Section 112, Means of Appeals, shall be retitled to read:

Section 112, Appeals

Section 112.1, Board of appeals established, is replaced with:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *fire code official* relative to the application and interpretation of this code, there shall be and is hereby created an appeals process. Appeals shall be made first to the Fire Chief, then City Manager, and finally the City Council.

Section 112.2, shall read:

112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The process shall have no authority to waive requirements of this code.

Section 112.3, shall read:

112.3 Qualifications. The process of appeals shall consist of the Fire Chief who is qualified by experience and training to pass on matters pertaining to fire code, City Manager, and City Council.

Section 111.4 shall read:

112.4 Administration. The Fire code official shall take immediate action in accordance with the decision of the appeals process.

Delete Appendix A

Section 113

113.4. Should read: Violations; penalty.

Any person who shall violate a provision of the Code adopted by this article, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, demolish or move any structure, or has erected, constructed, altered, repaired, moved or demolished a building or structure in violation of a detailed statement or drawing submitted and approved there under, shall be guilty of a misdemeanor, and upon conviction of any such violation such person shall be punished by a fine not to be *less than \$500.00 and not more than \$2000.00*. The owner or owners of any building or premises or part thereof, where anything in violation of this article shall be placed or shall exist, and any architect, builder, contractor, agent, person or corporation employed in connection therewith and who may have assisted in the commission of any such violation shall be guilty of a separate offense and upon conviction shall be fined as herein provided.

Section 115.2.1 Removal of Occupants is added, and shall read:

115.2.1 Removal of Occupants. A member of the Fire Department is authorized to require the removal of occupants at a location when actual occupancy exceeds the permitted or posted occupant load. A person commits an offense if he refuses to obey an order to vacate.

Section 202, Add to definitions in section 202:

ADDITION. An extension or increase in floor area, number of stories, or height of a building or structure.

FIRE HAZARD shall mean any condition or act which increases or may cause an increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire, or which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

Fire Lane, shall read:

FIRE LANE shall mean any area appurtenant to entrances or exits of a building deemed necessary by the Fire Chief or his designee to remain free and clear of parked vehicles for access to such building in case of fire or other emergency and designated by him as such, and may include sidewalks, driveways, portions of parking lots, or any other area adjacent to or near building entrances or exits, or any fire hydrant.

FIRE MARSHAL shall mean the fire code official responsible for investigations of fires, inspection of facilities, and code enforcement.

Fire Watch, shall read:

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portions thereof by one or more qualified individuals for the purpose of identifying and controlling fire hazards, detecting early signs of unwanted fire, arising an alarm of fire, and notifying the fire department. Qualified individuals are defined as State Certified Fire Inspectors assigned to the Fire Prevention Division of the City of Live Oak, or if approved by the Fire Marshal, Texas Certified Firefighters, Peace Officers, individuals employed by a private security firm, or other designated individuals whose sole duty when assigned a fire watch is to perform constant patrols of the premises and keep watch for signs of unwanted fire. A written attendance log must be maintained, and personnel must have at least one approved means of notifying the fire department of fire or other emergencies.

FOSTER CARE FAMILY HOME shall mean a single independent residential occupancy that is the primary residence of the caregiver and licensed by the state to provide twenty-four (24) hour care for six or fewer children (including those related to the caregiver) up to the age of eighteen (18) years.

High-Rise Buildings, shall read;

HIGH-RISE BUILDING(s). Any building with an occupied floor located more than 75 feet above the lowest level of fire department vehicle access. Any other definition or description described throughout this code shall be disregarded.

PARK shall mean the standing of a vehicle, whether occupied or not, upon a street otherwise than temporarily for the purpose of, and while actively engaged in, receiving or discharging passengers or loading or unloading merchandise or in obedience to traffic regulations, signs, or signals or an involuntary stopping of a vehicle by reason of a cause beyond the control of the operator of the vehicle.

Whenever the word "JURISDICTION" is used in the International Fire Code, it shall be held to mean the City of Live Oak, Texas.

Whenever the words "Chief of the Bureau of Fire Prevention", or "Fire Code Official" are used in the International Fire Code, it shall be held to mean "The Fire Chief/Fire Marshal"

304.1.1 Valet trash, deleted in its entirety.

304.2.1 Dangerous Storing of Combustibles is added and shall read:

304.2.1 Dangerous Storing of Combustibles

It shall be unlawful and a nuisance for any person to have or keep or store, within the city, any quantity of tar, pitch, resin, petroleum or its products, or other combustible materials or substances in such a manner that such materials or substances shall be in danger of taking and communicating fire.

Section 307.2, Permit required, is deleted in its entirety.

Section 307.2.1, Authorization, is deleted in its entirety.

Section 307.4, Location, shall read:

307.4 Locations; The Location for fires in approved containers shall be not less than 15 feet (4572 mm) from any structure, or combustibles, and provisions shall be made to prevent the fire from spreading.

307.4 Locations; Exceptions deleted

Section 307.4.1, Bonfires, is deleted in its entirety.

Section 307.4.2, Recreational Fires, is deleted in its entirety.

Section 307.4.3, Portable Outdoor Fireplaces; Exception deleted.

Section 307.6 Sky Lanterns prohibited is added, and shall read:

307.6 Sky Lanterns

Sky Lanterns; also known as Chinese lanterns, sky candles, or fire balloons, which are airborne lanterns constructed of combustible material and contain a candle or fuel cell that, when lit, causes the device to go airborne and travel in the air, are prohibited within the city limits.

Section 310.3 “No Smoking” signs. Delete exception.

Section 311.2.2 Fire Protection. Exceptions Deleted.

Section 314.4; change to read as follows:

314.4 Vehicles. Electric, Liquid-fueled, or gaseous-fueled vehicles, aircraft, boats, or other motor craft shall not be located indoors except as follows:

1. The engine starting system is made inoperable or ignition batteries are disconnected, except where the fire code official requires that the batteries remain connected to maintain safety features.
2. Fuel in fuel tanks does not exceed any of the following;
 - 2.1 Class, I, II, and III liquid fuel does not exceed one-quarter tank or 5 gallons (19 L), whichever is less.

- 2.2 LP gas does not exceed one-quarter tank or 6.6 gallons (25 L), whichever is less.
- 2.3 CNG does not exceed one-quarter tank or 630 cubic feet (17.8 m³), whichever is less.
- 2.4 Hydrogen does not exceed one-quarter tank or 2,000 cubic feet (57 m³), whichever is less.
3. Fuel tanks and fill openings are closed and sealed to prevent tampering.
4. Vehicles, aircraft, boats, or other motor craft equipment are not fueled or defueled within the building.
5. Electric vehicles shall not be charged inside buildings or other structures, other than where approved in parking garages, or unless otherwise approved by the fire code official.

This amendment (314.4 Vehicles, 5) prohibits electric vehicle charging inside buildings unless specifically approved, reducing risks of electrical fires and smoke hazards. By requiring charging to occur only in authorized locations, it strengthens protection for life safety, fire protection, and community resilience.

315.3.4 Attic, under-floor and concealed spaces. Exception Deleted.

Section 323; add new sections to read as follows:

323 Electric Vehicles (EVs).

323.1 Electric Vehicle Charging Stations. Electric vehicle (EV) charging stations shall not be located inside buildings and/or structures, except where approved for parking garage locations as per the National Electrical Code.

323.1.1 Charging Stations Inside Parking Garage. EV charging stations located in parking garages shall be located at grade level along the exterior perimeter walls and shall be within 150 feet of fire apparatus access roadway, or shall be located on the top level of the garage with no roof or structures above.

323.1.2 Charging Stations inside R-3 and R-4 occupancies. Approved charging stations in the private garage shall have a listed heat alarm installed in the garage and interconnected to the smoke alarm inside the dwelling.

323.2 Disconnect. Locations containing electric vehicle charging stations shall be provided with a clearly identified and readily accessible emergency disconnect installed in an approved location. The disconnect shall be Knox Remote Power Box shunt trip breaker OR exterior disconnect switch. The emergency disconnects for exterior electric vehicle charging stations shall be located within 100 feet of, but not less than 20 feet, from the charging stations, unless otherwise approved by the fire code official.

323.2.1 Height. The height of the Knox Remote Power Box shunt trip breaker OR exterior disconnect switch shall not be less than 48 inches and not more than 60

inches measured vertically from the floor level.

323.2.2 Emergency Disconnect Sign. Signs shall be placed in an approved location and shall consist of all the following:

1. White reflective background with red letters.
2. Weather-resistant, durable material.
3. Lettering not less than 2 inches high.
4. Permanently affixed to the building or structure in an approved manner.

323.3 Damaged Electric Vehicle Batteries. Damaged electric vehicle batteries shall not be stored inside any building or structure, unless otherwise approved by the fire code official.

This amendment (323 Electric Vehicles (EVs)) establishes comprehensive fire and life safety requirements for electric vehicle charging stations and damaged EV batteries. It clarifies where charging stations may be located, mandates safety features such as interconnected heat alarms in residential garages, and requires accessible emergency disconnects with clear signage to support firefighter operations. By also restricting the indoor storage of damaged EV batteries, the amendment addresses the significant risks of electrical fires, thermal runaway, and toxic smoke, thereby protecting life safety, fire protection, and community resilience.

Section 501.3, Construction documents shall read:

Section 501.3 Construction documents

Construction documents for proposed fire apparatus access, location of fire lanes, security gates across fire apparatus access and construction documents and hydraulic calculations for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.

Upon completion of construction and prior to issuance of a certificate of occupancy, a copy of finished drawings (as built) shall be provided to the fire department in an electronic format acceptable by the Fire Marshal.

Section 501.3.2 Fire Protection Site Plan is added, and shall read:

501.3.2 Fire Protection Site Plan

A Fire Protection Site Plan (labeled as such) shall be submitted electronically in portable document format with the construction documents when an application is made for a building permit. Plans must be reviewed and approved by the Fire Marshal and/or fire plan review staff before a building permit is issued. The approved Fire Protection Site Plan will be retained by the City of Live Oak. The Fire Protection Site Plan shall be drawn to scale and shall show and include, but not be limited to, the following:

1. Compass reading.
2. Property and/or lot lines.
3. Street frontages.
4. Location of all buildings (existing and proposed).
5. Fire apparatus access roads (i.e., fire lanes, aerial apparatus access roads) to buildings. Fire lanes shall be highlighted and shall include dimensions (width, turning radii, clearance to overhead obstructions, etc). The plans shall also show dimensions and calculations for evaluation of compliance with Section D105.3.
6. Fences, gates, walls, streams, and other obstructions to firefighter access.
7. Location of all fire hydrants (existing and proposed). This shall include the direction and the distance to all hydrants not shown on the site plan, but within one thousand (1000) feet of the building to be protected.
8. Size (diameter and length) and locations of all fire main piping proposed and existing). The pressure class and the type of new pipe to be installed shall be identified.
9. The location, type, and size of backflow prevention devices, where installed.
10. Number of lanes, including turning lanes, of all adjacent streets and the location of medians as applicable.
11. Location of all automatic sprinklers and standpipe risers.
12. Location of Fire Department Connection(s).
13. Size, type, and location of valves, including post indicator valve (if they are located in a pit), control room automatic sprinkler system shut off, etc.
14. Other water supplies.
15. Where required, the type of protection from collision that may cause physical damage to fire protection equipment.

Section 503.2.1 Dimensions shall read:

503.2.1 Dimensions

Fire apparatus access roads shall have an unobstructed width of not less than 20

feet, exclusive of shoulders, except where a fire hydrant is located on a fire department access road, in which case the minimum road width shall be 26 feet. An unobstructed vertical clearance of not less than 14 feet and shall be required and maintained at all times. Security gates shall be sized to match the required clear width.

Section 503.2.1.2 Mountable Curbs is added, and shall read:

503.2.1.2 Mountable Curbs

Mountable curbs are permitted when approved by the Fire Marshal.

Section 503.2.3 Surface is amended by adding a second paragraph to read as follows:

503.2.3 Surface

Drivable grass surfaces, or other alternative drivable surfaces, are permitted when approved by the Fire Marshal or his designee.

503.2.4 Turning radius shall read:

503.2.4 Turning radius

The required turning radius of a fire apparatus access road shall be determined by the fire code official. The turning radii of a fire apparatus access roadway shall require a minimum of 50 feet outside radius and a minimum of 25 feet clear distance to the inside radius on all turns in excess of 30 degrees.

Section 503.2.5, Dead ends shall read:

503.2.5, Dead ends

Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an *approved* area for turning around fire apparatus. Turn-rounds approved by the Fire Marshal or as permitted by Appendix D are acceptable. Dead-end fire apparatus access roads located between buildings shall have a 10-foot setback from the edge of the access road to the structures on each side of the road.

Section 503.2.7 Grade is amended to read as follows:

503.2.7 Grade

The gradient for a fire apparatus access road shall not exceed ten percent (10%).

Section 503.3 Marking shall read:

503.3 Marking.

Striping, signs or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs, and other markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired necessary to provide adequate visibility.

Section 503.3.1 Striping is added, and shall read:

503.3.1 Striping

Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four-inch (4") white letters at twenty-five feet (25') intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical and horizontal of the curb.

Section 503.3.2 Signs is added, and shall read:

503.3.2. Signs

Signs, when required by the fire code official, shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be twelve inches (12") wide and eighteen inches (18") high. Signs shall be on a white background with letters and borders in red, using not less than two inch (2") tall lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6' 6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides. Signs may be installed on permanent buildings or walls or as approved by the Fire Marshal.

Section 503.3.1 Maintenance of markings is added and shall read:

503.3.1 Maintenance of markings

The person in possession of the premises on and into which a fire apparatus access roadway or fire lane is required shall be solely responsible for the maintenance of such roadways or fire lanes and all required signs. No owner, manager, or other person(s) in charge of premises served by a required fire apparatus access roadway or fire lane shall abandon, close, or alter the fire apparatus roadway or any part thereof without permission of the Fire Marshal. The person(s) in possession of the premises shall be responsible for ensuring that fire apparatus roadways are clear at all times.

Section 503.4.2 Parking in fire lane is added and shall read:

503.4.2 Parking in fire lane

It shall be unlawful for any vehicle, equipment, or device to park in or block a fire lane. Any owner of vehicle, equipment or device found to have parked in or blocking a fire lane shall be cited or have vehicle, equipment, or device removed and impounded by police or the fire department.

Section 503.6 Security Gates, shall read:

503.6 Security Gates

The installation of a security gate(s) across a fire apparatus access road shall be approved by the Fire Marshal. Where security gates are installed, automatic gates shall be required to have installed a Knox Key Switch and manual access controls. Manual access controls shall open gates during non-emergency responses and serve as a backup in the event that the Knox Key Switch fails to operate. The maintenance of access controls and the Knox Key Switch shall be the responsibility of the Owner or Owner's Agent. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

Section 503.6.1 Direction of Swing is added and shall read:

503.6.1 Direction of Swing

Security gates installed across a Fire Apparatus Access Road shall swing in the direction of travel towards the building or open horizontally to avoid backing up of Fire Apparatus and to allow for an expedited response.

Section 503.6.1.2 Gate timing is added and shall read:

503.6.1.2 Gate timing

Gates must fully open within 15 seconds of activation and remain in the open position until closed by operation of the electrical control device.

Section 503.6.1.4 Gate and entrance design is added and shall read:

503.6.1.4 Gate and entrance design

Gates shall be designed so that the access roadway or turning radius (AASHTO WB50) shall not be obstructed by the operation of the gate. Minimum setback for multi-family dwellings from the public street shall be a distance determined by the City Engineer and shall allow the emergency vehicle the ability to safely operate the lock box or panel without the rear of the vehicle protruding into the street. Security

gates installed across a Fire Apparatus Access Road shall swing in the direction of travel towards the building or open horizontally to avoid backing up of Fire Apparatus and to allow for an expedited response. Turning radius from the public street shall be in accordance with the American Association of State Highway and Transportation Officials (AASHTO) standard, WB50.

Section 503.6.1.6 Additional access is added and shall read:

503.6.1.6 Additional access

If required by the Fire Marshal, additional “exit only” or “emergency access” gates shall be set up for fire department emergency access. Exit-only gates, which are not motorized, shall be installed per the fire department’s recommendations. Exit-only gates shall have a minimum clearance of 20 feet clear width and be posted with a sign that states “Caution Gate Opens Out” and designated as a Fire Lane. In addition to Fire Lane markings, the markings on the pavement shall include a 5-inch yellow stripe showing the depth of the gate swing.

Section 503.7 Temporary Fire Department Access Roads is added:

Section 505 Premises Identification

505.1 Address identification shall read:

New and existing buildings shall be provided with *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches high with a minimum stroke width of $\frac{3}{4}$ inch. Where required by the fire code official, address identification shall be provided in an additional approved location to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Section 505.1.1 Building Complex Identification is added and shall read:

505.1.1 Building Complex Identification

A building complex composed of multiple structures shall have an official suite/unit

Section 505.1.2 Graphic Directories is added and shall read:

505.1.2 Graphic Directories

Approved graphic directories shall be provided at all driveway entrances for all multiple-dwelling developments, manufactured home parks, or when required by the Fire Marshal. Such directories shall be illuminated, shall conform to the city sign design standards, and shall be approved by the Fire Marshal.

Section 505.4 Additional markings and signs is added:

505.4 Additional markings and signs

When required by the fire code official, additional markings or informational signs shall be posted in an approved manner, in a conspicuous location(s)

Section 506.1 Where required shall read:

506.1 Where required

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed. The location of the Knox box to be approved by the fire code official. The key box shall be a Knox ® rapid entry system capable of holding the number of keys necessary for operation and access of necessary equipment, doors, and other areas necessary for access as determined and approved by the fire code official. The Knox ® rapid entry system shall be keyed to the system code registered for the City of Live Oak Fire Department. All Knox boxes shall be mounted 5 feet (1524) above the finished floor, or a location approved by the fire code official.

Section 506.1.1 Locks shall read:

506.1.1 Locks

Any lock required by the fire code official for access, or where a lock is placed per request of the owner or manager of the business or property, and the area locked is determined by the fire code official to require access; the lock shall be a Knox ® rapid entry system keyed to the system code registered by the City of Live Oak Fire Department.

Section 506.2.1 Key Box Access and Removal of Keys is added and shall read:

506.2.1 Key Box Access and Removal of Keys

The Fire Department shall have the only key to the key box. Removal of any key by other than the authorized Fire Department personnel shall be a violation of this Code. Section 507.3 Fire flow is amended and shall read:

507.3 Fire flow

The approved method to determine the required Fire Flow for buildings or portions of buildings and facilities shall be as per Appendix B of the International Fire Code, 2024 edition. When utilizing Table B105.1 to determine number and distribution of fire hydrants, and the flow requirement falls between the values on the table, the flow requirement shall be rounded up to meet the higher value.

Section 507.4 Water Supply Test is amended and shall read:

507.4 Water Supply Test

Adequacy of the water supply shall be determined by an approved flow test that is conducted on the fire hydrants nearest the project site. The flow test shall be as follows:

1. The flow test shall have been conducted no more than twelve (12) months prior to the date of construction document submittal to the City of Live Oak.
2. The flow test shall be constructed in accordance with the 2022 edition of NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants.
3. The flow test results shall be submitted with the construction documents in accordance with the NFPA standard fire flow test format.
4. If the water supply piping is not yet constructed, hydraulic calculations for the proposed piping design shall be submitted. The calculations shall be based on the flow test conducted on the fire hydrants nearest the project site and shall verify that the piping design provides the minimum required fire flow at no less than 25 psi residual. Upon completion of construction and prior to the final certificate of occupancy, a flow test shall be conducted to verify the results of the calculations.

507.5.1.2 Additional Locations required is added and shall read:

507.5.1.2 Additional Locations required

Public and/or private fire hydrants are required to be installed where one or more of the following conditions exist:

1. Existing fire hydrants do not meet the required fire hydrant location and spacing criteria defined in Section 507.5.1, or Appendix C.
2. The complexity of the project justifies their installation as determined by the Fire Code Official.
3. Where a Fire Department Connection (FDC) is more than 100 feet from a fire hydrant.

507.5.5 Clear space around hydrants is amended and shall read:

507.5.5 Clear space around hydrants

A 3-foot (914 mm) clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved. The clear space around hydrant and the access to hydrant shall be level, unobstructed, and firefighters must be able to operate the hydrant without climbing above surrounding grade level.

507.5.7 Fire Hydrant Installation Criteria is added and shall read:

507.5.7 Fire Hydrant Installation Criteria

Fire hydrants shall be installed per the following criteria:

1. Fire hydrants shall be a minimum of one (1) foot and a maximum of seven (7) feet from the gutter face of the curb.
2. The center of the steamer connection shall be a minimum of one and one-half (1.5) feet and a maximum of two and one-half (2.5) feet above grade.
3. All private hydrants shall be painted red.
4. Fire hydrants shall be right turn only.
5. The steamer connection shall face the street, fire access road or fire lane.
6. The steamer connection size/type shall be approved by the Fire Chief.

Section 508.1.6 Required Features is amended and shall read:

508.1.6 Required Features

The fire command center shall comply with NFPA 72 2022 edition, and shall contain the following features:

1. The emergency voice/alarm communication system control unit.
2. The fire department communications system.
3. Fire detection and alarm system annunciator.
4. Annunciator unit visually indicating the location of the elevators and whether they are operational.
5. Status indicators and controls for air distribution systems.

6. The fire-fighter control panel required by Section 909 for smoke control systems installed in the building.

7. Controls for unlocking stairway doors simultaneously.

8. Sprinkler valve and water-flow detector display panels.

9. Emergency and standby power status indicators.

10. A telephone for fire department use with controlled access to the public telephone system.

11. Fire pump status indicators.

12. Schematic building plans indicating the typical floor plan and detailing the building core, means of egress, fire protection systems, fire-fighting equipment and fire department access, and the location of fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions.

13. An approved Building Information Card that contains, but is not limited to, the following information:

13.1. General building information that includes: property name, address, the number of floors in the building (above and below grade), use and occupancy classification (for mixed uses, identify the different types of occupancies on each floor), estimated building population (i.e., day, night, weekend);

13.2. Building emergency contact information that includes: a list of the building's emergency contacts (e.g., building manager, building engineer, etc.) and their respective work phone number, cell phone number, and e-mail address;

13.3. Building construction information that includes: the type of building construction (e.g., floors, walls, columns, and roof assembly);

13.4. Exit stair information that includes: number of exit stairs in the building, each exit stair designation and floors served, location where each exit stair discharges, exit stairs that are pressurized, exit stairs provided with emergency lighting, each exit stair that allows reentry, exit stairs providing roof access; elevator information that includes: number of elevator banks, elevator bank designation, elevator car numbers and respective floors that they serve, location of elevator machine rooms, location of sky lobby, location of freight elevator banks;

13.5. Building services and system information that includes: location of mechanical rooms, location of building management system, location and capacity of all fuel oil tanks, location of emergency generator, location of natural gas service;

13.6. Fire protection system information that includes: locations of standpipes, location of fire pump room, location of fire department connections, floors protected by automatic sprinklers, location of different types of automatic sprinkler systems installed (e.g., dry, wet, pre-action, etc.);

13.7. Hazardous material information that includes: location of hazardous material, quantity of hazardous material.

14. Worktable.

15. Generator supervision devices, manual start and transfer features.

16. Public address system, where specifically required by other sections of this code.

17. Elevator fire recall switch in accordance with ASME A 17.1.

18. Elevator emergency or standby power selector switch(es), where emergency or standby power is provided.

19. Water flow rates from pressure and flow rate devices.

20. Certain building rooms and corridor temperature and smoke conditions.

21. Status of smoke doors and status and operation of smoke pressurization and smoke removal systems.

22. All communications and control pathways in the building shall be hardened, designed and installed to have increased resistance to failure and increased survivability.

603.5.2, Delete exceptions to section 603.5.2

Section 605.5.3 Special day care provision is added and shall read:

605.5.3 Special daycare provision

In adult and child day care facilities, unvented fuel-burning heaters and portable electric heaters of all types are prohibited.

Section 703.3 identification of protected openings is added and shall read:

703.3 Identification of protected openings

Walls and partitions required to have protected openings (fire walls, fire barriers, fire partitions, smoke barriers, and smoke partitions) shall be permanently identified

with signs or stenciling. Such identification shall be above any ceiling or other concealed space. Markings shall be red in color, with at least four (4) inch letters with one-half (½) inch stroke width, and shall be spaced so that no more than ten (10) feet is visible without a marking. Markings shall include the phrase, **“Fire Barrier, Protect All Openings”**.

Section 901.4.7 Pump and riser room size, shall read:

901.4.7 Pump and riser room size

The main fire sprinkler valve assembly and riser area shall be installed inside the building. A door providing direct access from the exterior wall into the room containing fire sprinkler controls may be required by the Fire Marshal. The main fire sprinkler valve assembly and riser area shall be installed in accordance with NFPA 13 and shall be equipped with a listed double horizontal or vertical backflow prevention device(s) sized to match riser piping. Clearance on the working side of the fire riser and other equipment shall be of adequate size and not be less than 36 inches. This room shall be designed and used for fire protection and fire detection equipment only. Fire pump and *automatic sprinkler system* riser rooms shall be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Section 901.4.7.2 Marking on access doors, shall read:

901.4.7.2 Marking on access doors

Access doors for automatic sprinkler system riser rooms and fire pump rooms shall be labeled with an approved sign. The lettering shall be in contrasting color to the background and reflective. Letters shall have a minimum height of 2 inches (51 mm) with a minimum stroke of 3/8 inch (10 mm).

Section 901.4.7.5 Exterior identification of main fire sprinkler valve assembly and riser area is added, and shall read:

901.4.7.5 Exterior identification of main fire sprinkler valve assembly and riser Area

Where an exterior access door is required by the Fire Marshal, a weatherproof horn and strobe unit shall be installed on the exterior wall outside of the main fire sprinkler valve assembly and riser area. This horn and strobe shall be installed according to the requirements for a water-flow notification appliance referenced in NFPA 13. It shall be interconnected to actuate concurrently with the water-flow alarm-initiating device of the system, but its placement is in addition to the minimum requirements for water-flow alarm, unless otherwise approved by the Fire Marshal.

Section 901.5 Administration of installation acceptance testing is hereby amended to read as follows:

901.5 Administration of installation acceptance testing.

Fire detection and alarm systems, fire-extinguishing systems, fire hydrant systems, fire standpipe systems, fire pump systems, private fire service mains, and all other *fire protection, life safety systems*, and appurtenances thereto shall be subject to acceptance tests as contained in the installation standards and as *approved* by the *fire code official*. *The fire code official* shall be notified before any required acceptance testing. A representative of the Fire Marshal shall witness all required acceptance tests for all these systems.

Section 901.6 Inspection, testing and maintenance is amended by adding Section

901.6.2.3 Maintenance Agreement as follows:

901.6.2.3 Maintenance Agreement.

A maintenance agreement, as defined by Section 202, with a licensed fire protection company shall be provided to the Fire Marshal for each fire protection system at all times. Proof of a maintenance agreement shall be provided during any system acceptance test. Agreements for testing and inspection only as defined by Section 202 shall not be credited with having met this requirement.

Section 901.7 Systems out of service is hereby amended to read as follows:

901.7 Systems out of service.

Where a required *fire protection system* is out of service, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated, or an *approved* fire watch shall be provided for all occupants left unprotected by the shutdown until the *fire protection system* has been returned to service.

Fire watch is a temporary means by which an occupancy can resume business if approved. A fire watch will be performed at all times that a system is taken out of service. Except for emergencies, the *fire code official* shall be given 72 hours' notice before a system is voluntarily taken out of service. Fire watch personnel shall be provided with at least one approved means for notification to the fire department dispatch and their sole duty shall be to perform constant patrols of the protected premises and keep watch for safety hazards and occurrences of fire. A written fire watch log must be maintained and made available to the fire code official. A fire watch form is available on The City of Live Oak website. Fire watch can be in place for a period not to exceed one-hundred and sixty-eight hours (168 hours). If fire watch is required beyond allotted time, the fire code official will be notified, or contacted to consult on circumstances requiring an extended fire watch period. Revocation of Certificate of Occupancy will occur if fire watch is not conducted according to this section.

Section 901.7, Exception to section 901.7 shall read;

Exception: Facilities with a *fire code official-approved* notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

Section 903

Section 903.1 General shall read:

(a) Henceforth, automatic sprinkler systems must be installed throughout all levels of all

new Group A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies as defined in the International Building Code (IBC) of more than 500 square feet and throughout all R-3 occupancies as defined in said International Building Code of more than 5,000 square feet. The calculated area shall include all habitable space as well as the area of attached garages or storage facilities. Such systems shall be in accordance with Section 903 of the International Building Code as well as National Fire Protection Association Standards 13D and 13R, 2019 edition, for single-family dwellings. Bulk storage facilities with ceiling heights less than 40 feet, above finished floor, may be required by the *fire code official* to use an Early Suppression Fast Response (ESFR) sprinkler system. Bulk storage facilities with a ceiling height greater the 40 feet, above the finish floor, may be required by the *fire code official* to use In-Rack Fire Sprinkler systems. Where deemed necessary to support life safety and property conservation by the fire code official, a standpipe system may be required.

(b) The following exceptions are hereby established:

(1) Detached gazebos and armadas for residential and public use. Independent buildings such as restrooms or snack shops 400 square feet or less without cooking or heating appliances that are associated with golf courses, parks and similar uses.

(2) Detached noncombustible carports or shade canopies.

(3) Guardhouses that are less than 300 square feet in size and used to control access to or within residential and/or commercial developments.

(4) Detached equipment or storage buildings for commercial use not exceeding 250 square feet.

(5) Detached residential storage buildings or garages that are not inhabitable and not exceeding 1000 square feet.

(6) Barns and agricultural buildings for private, residential, noncommercial use, and not exceeding 3,000 square feet.

(7) Detached noncombustible canopies used exclusively for automotive, motor-fuel dispensing stations for private passenger vehicles and not exceeding 5,000 square feet.

(8) Manufactured (mobile) homes built in a permanent chassis designed and built as a dwelling unit and recreational vehicles that were not site-built and are portable in nature.

(c) Retrofit.

(1) Building additions that equal 50 percent or more of the existing building floor area or building additions that exceed 10,000 square feet regardless of percentage increase.

(2) Two or more building permits, related to area increase, are issued over any three consecutive years.

(3) One or more additions are made to an R-3 occupancy, and the new total area of the building exceeds 5000 square feet.

(4) Building remodels that require structural changes affecting the primary structural system of the existing building

Section 903.3.1.2.4 Elevator Machine Room is added and shall read:

903.3.1.2.4 Elevator Machine Room

In all occupancies using a 13R system with elevator systems, the elevator machine room shall be sprinkled as per NFPA 13 standards.

Section 905.2.1 Class-I Reducer is added, and shall read:

905.2.1 Class-I Reducer

A two and one-half (2-1/2) inch by one and one-half (1-1/2) inch reducer shall be provided on Class-I standpipe connections with caps and chains.

Section 905.3.1 Building height shall read:

905.3.1 Building height

Class III standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 20 feet above the lowest level of the fire department access, or where the floor level of the lowest story is located more than 20 feet below the highest level of fire department vehicle access.

Section 906.5.1 Conspicuous location in Group R occupancies is added and shall read:

Section 906.5.1 Conspicuous Locations in Group R occupancies

In addition to other areas listed herein or in NFPA 10, 2022 ed., fire extinguishers in R occupancies may also be placed in any of the following locations to satisfy the requirements:

1. On a wall in the unit;
2. Inside a closet, cabinet or pantry as long as the door has a label indicating that there is a fire extinguisher inside.
3. Inside a mechanical closet as long as the door has a label indicating that there is a fire extinguisher inside; or
4. Inside storage closets as long as the door has a label indicating that there is a fire extinguisher inside and there is no locking device on the door that requires a key or combination to open it.

Section 907 Add 907.1.4 Re-inspections or False Alarms exceed Three (3) in a calendar year starting from January 1 – December 31 the preceding year a re-inspection fee/municipal court summon/incident can be issued.

Section 907.2, Delete exception to section 907.2.

Section 907.2.1, Delete exception to section 907.2.1.

Section 907.2.2, Delete exception to section 907.2.2.

Section 907.2.2.1, Delete exception to section 907.2.2.1

Section 907.2.3, Delete all exceptions in section 907.2.3.

Section 907.2.4, Delete exception to section 907.2.4.

Section 907.2.6, Delete exceptions to section 907.2.6.

Section 907.2.6.1, Delete exceptions to section 907.2.6.1.

Section 907.2.6.2, Delete exceptions to section 907.2.6.2.

Section 907.2.6.3.3, Delete exceptions to section 907.2.6.3.3.

Section 907.2.7, Delete exception to section 907.2.7.

Section 907.2.8, Delete exceptions to section 907.2.8.

Section 907.2.8.2, Delete exceptions to section 907.2.8.2.

Section 907.2.9.1, Delete exceptions to section 907.2.9.1.

Section 907.2.10, Delete exceptions to section 907.2.10.

Section 912.2 Location, add to section 912.2:

Sprinkler system and standpipe fire department connections shall be:

1. Within forty (40) feet of a public street, approved fire lane, or access roadway;
2. Within one hundred (100) feet of an approved fire hydrant as measured and approved by the Fire Chief.
3. Minimum of two (2) feet above finished grade and a maximum of four (4) feet above finished grade for standard inlets and minimum of 30 inches at lowest point above finished grade and maximum of four (4) feet above finished grade for the fire inlet;
4. The Fire Chief shall approve the location of any freestanding fire department connections.
5. Fire department connections for H occupancies will be freestanding remote and located as determined by the Fire Chief.
6. Where required in automatic or manual fire sprinkler or standpipe systems, fire department connections shall be provided with approved covers.
 - a. Fire Department Connections for automatic sprinkler systems and/or standpipe systems for new buildings shall be equipped with a 5-inch Storz connection and locking Knox cap
 - b. The Storz connection shall be at a short bend downward (30-degree bend) and equipped with a locking Storz cap.
 - c. A 2 ½ inch Siamese connection may be allowed on systems that are not capable of having a 5-inch Storz connection (with Fire Marshal approval). The 2 ½ in Siamese connection shall be equipped with a locking Knox cap.
7. Fire department connection(s) shall be located on the main entrance side of the building or as approved by the Fire Chief, and within 100 feet of a fire hydrant.

Section 912.4.4 Fire Department Connection caps is added and shall read:

912.4.4 Fire Department Connection caps

Fire Department Connection caps are to be in place and undamaged.

Section 912.5 Signs, add to section:

912.5 Signs

An additional metal sign with dimensions ten (10) inches wide and eight (8) inches in height shall be posted not more than 72 and not less than 48 inches from the bottom of the sign to grade level and within 6 feet of the fire department connection. This additional sign shall have a white reflective background and have the letters "FDC" in red reflective material and be permanently affixed to a wall or post. The letters shall be at least 4 inches in height and a ½ inch stroke width.

Section 914.2.1, Delete exceptions in Section 914.2.1

Section 1003.8 Special Provisions, is added, and shall read:

1003.8 Special Provisions

Rooms in E occupancies used for kindergarten or daycare, children 5 or under, classified as an E occupancy shall not be located above or below the first story.

Section 1008.3.3 Rooms and spaces shall add:

6. Shops

7. Laboratories

8. Windowless areas with student occupancy.

Section 1009.2.2 Elevators required, is added, and shall read:

1009.2.1.1 Elevators required

Where an elevator is required to meet the standards of an accessible means of egress, its construction shall be hardened, designed to withstand a maximum credible fire scenario without collapse. The structure's fire resistance shall be enhanced to ensure that an uncontrolled fire shall result in a burnout without collapse of the elevator structure. The building's structure shall not depend on the elevator shaft for support. The elevator car shall be of such a size and arrangement to accommodate a 24-inch by 84-inch ambulance stretcher in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall not be less than 3 inches high and shall be placed inside on both sides of the hoist way doorframe.

Delete exceptions.

Section 1010.2.5 Bolt locks. Delete exceptions; #3, #4, and #5.

Section 1201.4; add to read as follows:

1201.4 Electrical Shutdown. Energy systems, including solar photovoltaic power systems, stationary fuel cell power systems, or electrical energy storage systems, shall have an exterior Knox Remote Power Box OR exterior disconnect switch. The location shall be at an approved location.

This amendment requires exterior emergency shutdowns for solar, fuel cell, and energy storage systems, giving firefighters rapid access to safely isolate power sources. By ensuring quick power control, it reduces electrical hazards and strengthens protections for life safety, fire protection, and community resilience.

Section 1206.1 General. Delete exception to section 1206.1

Section 1206.5 General. Delete exception to section 1206.5

Section 2303.2 Emergency disconnect switches shall read:

2303.2 Emergency disconnect switches

An approved, clearly identified and readily accessible emergency disconnect switch shall be provided at an approved location to stop the transfer of fuel to the fuel dispensers in the event of a fuel spill or other emergency. An emergency disconnect switch for exterior fuel dispensers shall be located within 100 feet (30 480 mm) of, but not less than 20 feet (6096 mm) from, the fuel dispensers. For interior fuel-dispensing operations, the emergency disconnect switch shall be installed at an approved location. Such devices shall be distinctly labeled as: EMERGENCY FUEL SHUTOFF. Signs shall be provided in approved locations and be a minimum of 18 inches high and 24 inches wide.

Section 2303.2.2 Additional Emergency disconnect switches for attended self-service is hereby added as follows:

2303.2.2 Additional emergency disconnect for attended self-service.

Attended facilities shall have an additional emergency disconnect switch located inside the building for attendant use at a location approved by the fire code official.

Section 2306.2.1.1 Inventory Control for underground tanks is amended to read as follows:

2306.2.1.1 Inventory Control for underground tanks.

Accurate daily (normal working days only) inventory records shall be maintained and reconciled on all Class I, II or III-A liquid storage tanks for indication of possible leakage from tanks or piping. The records shall be made available for inspection by the Fire Marshal, and shall include, as a minimum, records showing by product: daily reconciliation between sales, use, receipts, and inventory on hand. If there is more than one system consisting of a tank(s), serving pump(s), or dispenser(s) for any product, the reconciliation shall be made separately for each tank system.

1. Daily inventory shall be maintained for each tank system at each location by the operator. The inventory records shall be kept for the past 12 months at the premises.

2. Inventory shall be based on the actual daily measurement and recording daily recording of actual sales, or by readout from an automated gauging system. The inventory records shall include a daily compilation of gain or loss. The mere recording of pump meter reading and product delivery receipts shall not constitute adequate inventory records.

3. The operator of the location shall be held responsible for notifying the owner or person(s) in control of the facility to take action to correct any abnormal loss or gain not explainable by spillage, temperature variations or both causes.

4. The Fire Marshal may require the operator of an underground tank storage system to test the system for tightness, at the operator's expense, when accurate daily inventory records have not been maintained as required or when in his judgment conditions indicate possible leakage of product from the location of such tanks.

5. The Fire Marshal may require copies of Class I, II and III-A liquid storage tank inventories, deliveries or receipt of product sales and dip gauge stick readings or other control measures in addition to copies of any tank tightness or line leakage test results from the station operator, agent, or terminal management.

6. When a service station tank is found to be leaking, its contents shall be removed immediately. If any investigations or tests indicate the source of such loss, the owner shall take immediate action to correct the system failure and remove dangerous spillage from the environment.

7. The Fire Marshal may order the closure of a Service Station by barricading if necessary and the emptying of contents from storage tanks should the operator of a service station be unwilling to cooperate with the Fire Department during the search for the source of such leakage or should the Fire Marshal determine that a hazardous condition exists that merits such action.

Section 2306.2.3 Above-ground tanks located outside, above grade is amended by adding Sections 2306.2.3.1 Inspections, 2306.2.3.2 Required Access, and 2306.2.3.3 Fire Hydrant Access as follows:

2306.2.3.1 Inspections.

An inspection of the installation shall be conducted prior to loading the tank with fuel. For those installations approved by the Fire Chief or his designee to dispense class 1 liquids, the initial loading of fuel shall be witnessed by the fire inspector.

2306.2.3.2 Required Access.

Fire apparatus access roads shall be provided for every above-ground storage tank. The aboveground storage tank shall not be more than 150 feet from fire apparatus access roads as measured by an approved route.

2306.2.3.3 Fire Hydrant Access.

A minimum of one fire hydrant shall be provided for every aboveground storage tank. The aboveground storage tank shall not be located more than 250 feet from a fire hydrant as measured by an approved route.

2308.2.2.1 Vehicle impact protection is added, and shall read:

2308.2.2.1 Vehicle impact protection

Vehicle impact protection shall be installed and approved by the Fire Marshal.

Section 3405.1 Individual Piles shall read:

3405.1 Individual Piles

Tire storage shall be restricted to individual piles not exceeding 1500 square feet of continuous area. Piles shall not exceed 10 feet in height.

Section 3405.6 Volume more than 150,000 cubic feet is deleted.

Section 5602.1 Definitions is amended by adding a definition as follows:

5602.1 Definitions.

The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein. HIGHWINDS. Sustained wind velocity of 15 mph or gusts of 25 mph.

Delete Appendix A, "Board of Appeals".

Section C103.4 Additional Distribution is added, and shall read:

C103.4 Additional Distribution

A fire hydrant shall be located not more than 100 feet from an unobstructed and approved route to a fire department connection (FDC) located at ground level. The FDC may be installed in an approved remote location, and within 100 feet to a fire hydrant. This distance and route is as approved by the Fire Marshal.

Add Section 8.6

The City and Fire Department Adopt the NFPA Codes as attached in Exhibit A.

Section 3. Severability. If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

Section 4. Repealer/Cumulative. This ordinance shall be cumulative of all other ordinances of the City of Live Oak, and this ordinance shall not operate to repeal or affect any other ordinances of the City of Live Oak except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Section 5. Penalty. Any owner, person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not less than \$500.00 and not to exceed \$2,000.00. Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 7. Public Meeting. 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 8. Effective Date. This ordinance shall take effect on July 1, 2026. Notice of the enactment of this Ordinance will be given by publishing the Ordinance or its descriptive caption and penalty in the City's official newspaper one time within 30 days of passage.

PASSED AND APPROVED this 14 day of April 2026.

CITY OF LIVE OAK, TEXAS

By: Mary M. Dennis
Mary M. Dennis, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Isa Gaytan", written over a horizontal line.

Isa Gaytan, City Secretary

APPROVED AS TO FORM:

A handwritten signature in blue ink, written over a horizontal line. The signature is stylized and difficult to decipher.

City Attorney

EXHIBIT A

ADOPTION OF NFPA CODES AND STANDARDS

The following NFPA Codes and Standards, as published by the National Fire Protection Association, are hereby adopted by reference as if fully set forth herein, including any amendments hereafter adopted by the City Council:

1. NFPA 1 — Fire Code, 2021 Edition
2. NFPA 13 — Standard for the Installation of Sprinkler Systems, 2022 Edition
3. NFPA 13D — Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, 2022 Edition
4. NFPA 13R — Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, 2022 Edition
5. NFPA 72 — National Fire Alarm and Signaling Code, 2022 Edition
6. NFPA 101 — Life Safety Code, 2021 Edition

These standards are adopted as companion technical codes to the 2024 International Fire Code and shall apply where the referenced NFPA provisions provide equal or greater protection, or where specifically required by ordinance, permit condition, or the City of Live Oak.



Meeting Date: June 9, 2026

Agenda item: 7B

Prepared by: E. McNew, Interim PW Director

Reviewed by: A. Garfaoui, City Manager

Department: Public Works

Agenda Item Description:

Discussion and possible action regarding an update of the City’s Annual Storm Water Management Program.

Staff Briefing:

The City of Live Oak is an MS4 Operator. This designation means that the City is responsible for the management and operation of a “small municipal separate storm sewer system” in an Urbanized Area. As an MS4 Operator the City is required to participate in the National Pollutant Discharge Elimination System (NPDES).

Action:

- Ordinance Resolution
- Proclamation Special Presentation
- Finance Report Public Hearing
- Other

Cost:	
Budgeted	
Actual	
Acct. Name	
Acct. Fund	
Other Funding	
Strategic Goal #	1, 2, 3

Strategic Goals: 1- Stable, 2- Secure, 3 - Supportive and 4 - Beautiful

Staff Recommended Motion:

No motion is necessary.



Meeting Date: June 9, 2026

Agenda item: 7C

Prepared by: E. McNew, Interim PW Director **Reviewed by:** A. Garfaoui, City Manager

Department: Public Works

Agenda Item Description:

Discussion and possible action regarding a resolution authorizing the City Manager to enter into an agreement with KYA Services, LLC through The Interlocal Purchasing System (TIPS) cooperative purchasing program, for Phase 1 of the design and installation of Erosion/Beautification measures and Sitework & Professional Services in the Main City Park and Lake Park in the amount of \$569,114.13 and authorizing an additional 10% for contingencies for a total amount of \$626,025.54.

Staff Briefing:

This project includes the design, grading and installation of 22,000 square feet of sod, 142,000 square feet of hydro mulch, 15,303 square feet of erosion control matting, 500 linear feet of limestone retaining wall as well as irrigation systems to water all newly grassed areas.

Services are procured under the TIPS purchasing cooperative. This project is in the budget at \$744,796.13.

Action:

- Ordinance Resolution
- Proclamation Special Presentation
- Finance Report Public Hearing
- Other

Cost:	\$626,025.54
Budgeted	\$744,796.13
Actual	
Acct. Name	Capital Projects
Acct. Fund	46 565 400 & 500
Other Funding	
Strategic Goal #	1, 3, 4

Strategic Goals: 1- Stable, 2- Secure, 3 - Supportive and 4 – Beautiful

Staff Recommended Motion:

Motion to approve a Resolution by the City Council of the City of Live Oak, Texas authorizing the City Manager to enter in to an agreement with KYA Services, LLC for the design and construction of erosion/beautification measures and sitework and professional services in the amount of \$569,114.13; and authorizing an additional \$56,911.41 (10%) for the City Manager to take any additional actions reasonably necessary therewith; providing a severability clause and establishing an effective date.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KYA SERVICES, LLC FOR THE DESIGN AND CONSTRUCTION OF EROSION/BEAUTIFICATION MEASURES AND SITEWORK AND PROFESSIONAL SERVICES IN THE AMOUNT OF \$569,114.13; AND AUTHORIZING AN ADDITIONAL \$56,911.41 (10%) FOR THE CITY MANAGER TO TAKE ANY ADDITIONAL ACTIONS REASONABLY NECESSARY THEREWITH; PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on June 9, 2026 the City Council of the City of Live Oak authorized the City Manager to enter into an agreement with KYA Services, LLC for the purpose of design and construction related to the Erosion/Beautification and Sitework and Professional Services approved as a Capital Projects in the fiscal year 2026/2027 budget of the City of Live Oak, Tx; and

WHEREAS, on May 29, 2026, the City of Live Oak received a TIPS purchasing cooperative qualified proposal for design and construction of the Erosion/Beautification and Sitework and Professional Services; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to award a contract to KYA Services, LLC for the Erosion/Beautification and Sitework and Professional Services projects; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS THAT:

Section 1. The City Council hereby approves and accepts to award a contract to KYA Services, LLC for the Erosion/Beautification and Sitework and Professional Services projects in the amount of \$569,114.13 as set out in **Exhibit “A”**.

Section 2. The City Manager, or his designee, is hereby authorized to enter into an agreement on behalf of the City, and such other documents and instruments reasonably necessary to conclude the transaction.

Section 3. 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 provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

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. 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, Texas Government Code, as amended.

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

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF LIVE OAK, TEXAS

Mary M. Dennis, Mayor

ATTEST:

Isa Gaytan, City Secretary
(CITY SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
“SUPPORTING DOCUMENTS”

THE STATE OF TEXAS §
§
BEXAR COUNTY §

CITY OF LIVE OAK
PROFESSIONAL SERVICES AGREEMENT FOR EROSION/BEAUTIFICATION AND
SITWORK & PROFESSIONAL SERVICES

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Live Oak, Texas, (the “City”) a Texas municipality, and KYA Services, LLC (“Professional”) and collectively (“Parties”).

Section 1. Duration. This Agreement shall become effective on June 10, 2026, and shall remain in effect for the duration of the Proposal unless terminated as provided for in this Agreement.

Section 2. Proposal.

(A) Professional shall perform the Services as more particularly described in the Proposal P-0107183 attached hereto as Exhibit “A.” The work as described in the Proposal constitutes the “Project.” Unless otherwise provided in the Proposal, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

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

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

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

Section 3. Compensation.

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

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

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

contract amount. If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

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

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

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

Section 5. Time of Completion. The prompt completion of the services under the Proposal relates is critical to the City. Unnecessary delays in providing services under a Proposal shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Proposal shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Proposal.

Section 6. Insurance. Before commencing work under this Agreement, Professional shall obtain and furnish to the City evidence of the following insurance during the term of this Agreement and thereafter as required herein:

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

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

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

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

(E) 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.

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Proposal 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 Proposal. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

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

expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

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

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

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

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

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of

such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

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

SECTION 9. INDEMNIFICATION. PROFESSIONAL AGREES TO INDEMNIFY AND HOLD THE CITY OF LIVE OAK, 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 SERVICES OR GOODS PERFORMED OR PROVIDED BY PROFESSIONAL – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES OR TEXAS – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(A) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.

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

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

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

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

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

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in

the negotiation and preparation of this Agreement, and this Agreement shall not be construed either more or less strongly against or for either party.

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

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

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

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls.

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

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

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional 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.

Section 23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each

party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and form 1295 from the Texas Ethics Commission.

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

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

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

Section 28. Iran, Sudan and Foreign Terrorist Organizations. Professional represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code,

Section 29. Appropriations Clause. The parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City in each fiscal year. The Parties further agree that should the governing body of the City fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of the City fail to certify funds for any

reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to the City and the City shall then have no further obligation to the Contractor. When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the Contractor's sole and exclusive remedy shall be to terminate this Agreement.

EXECUTED on this the _____ day of _____, 2026.

CITY:

By: _____
Name: Anas Garfaoui
Title: City Manager

PROFESSIONAL:

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY

Attn: City Secretary
8001 Shin Oak Dr.
Live Oak, TX 78233

PROFESSIONAL

with a copy to:
City Attorney
City of Live Oak, Texas

“Exhibit A”

Proposal P-0107183

DRAFT

LAKE PARK

- Phase 1 Erosion Areas
- Irrigation
- Sod
- Curlex
- Hydromulch
- Retaining Walls



AREAS BEING STABILIZED ARE SHOWN IN GREEN (PH1)



MAIN CITY PARK

- Phase 1 Erosion Areas
- Irrigation
- Sod
- Hydromulch
- Retaining Walls

Live Oak Lakeside Disc Golf Course

Live Oak Park Treehouse Playground

Live Oak Park

Park Dr

Acorn playground

AREAS BEING STABILIZED ARE SHOWN IN GREEN (PH 1)

Athletic Field





Meeting Date: June 9, 2026

Agenda item: 7D

Prepared by: E. McNew, Interim PW Director **Reviewed by:** A. Garfaoui, City Manager

Department: Public Works

Agenda Item Description:

Discussion and possible action regarding a resolution authorizing the City Manager to enter into an agreement with KYA Services, LLC through The Interlocal Purchasing System (TIPS) cooperative purchasing program, for the design and construction of Picnic Stations in City parks in the amount of \$238,819.46 and authorizing an additional 5% for contingencies for a total amount of \$250,760.43.

Staff Briefing:

This project includes the design and construction of nine covered picnic stations in the main City Park and the Park beside the swimming pool.

Services are procured under the TIPS purchasing cooperative. This project is in the budget at the amount of \$230,526.00. An additional amount of \$8,293.46 and the 5% contingency amount of \$11,940.97 is available in the Capital Projects Fund.

Action:

- Ordinance Resolution
- Proclamation Special Presentation
- Finance Report Public Hearing
- Other

Cost:	\$250,760.43
Budgeted	\$230,526.00
Actual	
Acct. Name	Capital Projects
Acct. Fund	46 565 530
Other Funding	Capital Projects
Strategic Goal #	1, 3, 4

Strategic Goals: 1- Stable, 2- Secure, 3 - Supportive and 4 – Beautiful

Staff Recommended Motion:

Motion to approve a Resolution by the City Council of the City of Live Oak, Texas authorizing the City Manager to enter into an agreement with KYA Services, LLC for the design and construction of picnic stations in the amount of \$238,819.46; and authorizing an additional \$11,940.97 (5%) for the City Manager to take any additional actions reasonably necessary therewith; providing a severability clause and establishing an effective date.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KYA SERVICES, LLC FOR THE DESIGN AND CONSTRUCTION OF PICNIC STATIONS IN THE AMOUNT OF \$238,819.46; AND AUTHORIZING AN ADDITIONAL \$11,940.97 (5%) FOR THE CITY MANAGER TO TAKE ANY ADDITIONAL ACTIONS REASONABLY NECESSARY THEREWITH; PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on June 9, 2026 the City Council of the City of Live Oak authorized the City Manager to enter into an agreement with KYA Services, LLC for the purpose of design and construction related to the Picnic Stations approved as a Capital Project in the fiscal year 2026/2027 budget of the City of Live Oak, Tx; and

WHEREAS, on May 28, 2026, the City of Live Oak received a TIPS purchasing cooperative qualified proposal for design and construction of the Picnic Stations; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to award a contract to KYA Services, LLC for the Picnic Stations; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS THAT:

Section 1. The City Council hereby approves and accepts to award a contract to KYA Services, LLC for the Picnic Stations project in the amount of \$238,819.46 as set out in **Exhibit “A”**.

Section 2. The City Manager, or his designee, is hereby authorized to enter into an agreement on behalf of the City, and such other documents and instruments reasonably necessary to conclude the transaction.

Section 3. 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 provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

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. 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, Texas Government Code, as amended.

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

PASSED AND APPROVED, this _____ day of _____, 2026.

CITY OF LIVE OAK, TEXAS

Mary M. Dennis, Mayor

ATTEST:

Isa Gaytan, City Secretary
(CITY SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
“SUPPORTING DOCUMENTS”

THE STATE OF TEXAS §
§
BEXAR COUNTY §

CITY OF LIVE OAK
PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND CONSTRUCTION OF
PICNIC PAVILIONS

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

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

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

Section 3. Compensation.

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

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

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

considered subsidiary to the total contract amount.

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Section 6. Insurance. Before commencing work under this Agreement, Professional shall obtain and furnish to the City evidence of the following insurance during the term of this Agreement and thereafter as required herein:

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

(B) General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with

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

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

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

(E) **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.

Section 7. Miscellaneous Provisions.

(A) **Subletting.** The Professional shall not sublet or transfer any portion of the work under this Agreement or any Proposal 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 Proposal. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

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

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

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

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

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

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure

events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

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

Section 9. INDEMNIFICATION. PROFESSIONAL AGREES TO INDEMNIFY AND HOLD THE CITY OF LIVE OAK, 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 SERVICES OR GOODS PERFORMED OR PROVIDED BY PROFESSIONAL – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES OR TEXAS – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(A) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.

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

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

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

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

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

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

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

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

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

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls.

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

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

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional 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.

Section 23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons

cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and form 1295 from the Texas Ethics Commission.

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

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

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

Section 28. Iran, Sudan and Foreign Terrorist Organizations. Professional represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code,

Section 29. Appropriations Clause. The parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City in each fiscal year. The Parties further agree that should the governing body of the City fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of the City fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to the City and the City shall then have no further obligation to the Contractor. When the funds budgeted or certified during any fiscal year by the City to discharge its

obligations under this Agreement are expended, the Contractor's sole and exclusive remedy shall be to terminate this Agreement.

EXECUTED on this the _____ day of _____, 2026.

CITY:

By: _____
Name: Anas Garfaoui
Title: City Manager

PROFESSIONAL:

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY
Attn: City Secretary
8001 Shin Oak Dr.
Live Oak, TX 78233

PROFESSIONAL

with a copy to:

City Attorney
City of Live Oak, Texas

DRAFT

“Exhibit A”

Proposal P-0107338

DRAFT



RENDERING FOR PICNIC PAVILION- VIEW

NOTE:

- CONCEPT PLAN ONLY - NOT FOR CONSTRUCTION
- NOT A TECHNICAL DRAWING
- NOT DSA APPROVED DRAWING



EMPLOYEE OWNED

512-540-3810
www.theKYAgroup.com

211 N Mays Street
Round Rock, TX 78664

LIVE OAK PARK, TX

RENDERING FOR
BASKETBALL PAVILION

DRAWN BY-GK

05/26/2026



Meeting Date: June 9, 2026

Agenda item: 7E

Prepared by: E. McNew, Interim PW Director **Reviewed by:** A. Garfaoui, City Manager

Department: Public Works

Agenda Item Description:

Discussion and possible action regarding a resolution authorizing the City Manager to enter into an agreement with KYA Services, LLC through The Interlocal Purchasing System (TIPS) cooperative purchasing program, for the design and construction of a basketball pavilion over the existing court in the main city park in the amount of \$541,794.62 and authorizing an additional 5% for contingencies for a total amount of \$568,884.35.

Staff Briefing:

This project includes the design and construction of a shade cover over the existing basketball court in the main city park in the city of Live Oak, Texas.

Services are procured under the TIPS purchasing cooperative. This project is in the budget at \$522,690.00 An additional amount of \$19,104.62 and the 5% contingencies amount of \$27,089.73, if necessary, is available in the Capital Projects budget.

Action:

- Ordinance Resolution
- Proclamation Special Presentation
- Finance Report Public Hearing
- Other

Cost:	\$568,884.35
Budgeted	\$522,690.00
Actual	
Acct. Name	Capital Projects
Acct. Fund	46 565 530
Other Funding	Capital Projects
Strategic Goal #	1, 3, 4

Strategic Goals: 1- Stable, 2- Secure, 3 - Supportive and 4 – Beautiful

Staff Recommended Motion:

Motion to approve a Resolution by the City Council of the City of Live Oak, Texas authorizing the City Manager to enter into an agreement with KYA Services, LLC for the design and construction of a basketball pavilion in the amount of \$541,794.62; and authorizing an additional \$27,089.73 (5%) for the City Manager to take any additional actions reasonable necessary therewith; providing a severability clause and establishing an effective date.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KYA SERVICES, LLC FOR THE DESIGN AND CONSTRUCTION OF A BASKETBALL PAVILION IN THE AMOUNT OF \$541,794.62; AND AUTHORIZING AN ADDITIONAL \$27,089.73 (5%) FOR THE CITY MANAGER TO TAKE ANY ADDITIONAL ACTIONS REASONABLY NECESSARY THEREWITH; PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on June 9, 2026, the City Council of the City of Live Oak authorized the City Manager to enter into an agreement with KYA Services, LLC for the purpose of design and construction related to the Basketball Pavilion approved as a Capital Project in the fiscal year 2026/2027 budget of the City of Live Oak, Tx; and

WHEREAS, on May 11, 2026, the City of Live Oak received a TIPS purchasing cooperative qualified proposal for design and construction of the Basketball Pavilion project; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to award a contract to KYA Services, LLC for the Basketball Pavilion project; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS THAT:

Section 1. The City Council hereby approves and accepts to award a contract to KYA Services, LLC for the Basketball Pavilion project in the amount of \$541,794.62 as set out in **Exhibit “A”**.

Section 2. The City Manager, or his designee, is hereby authorized to enter into an agreement on behalf of the City, and such other documents and instruments reasonably necessary to conclude the transaction.

Section 3. 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 provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

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. 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, Texas Government Code, as amended.

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

PASSED AND APPROVED, this _____ day of _____, 2026.

CITY OF LIVE OAK, TEXAS

Mary M. Dennis, Mayor

ATTEST:

Isa Gaytan, City Secretary

(CITY SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
“SUPPORTING DOCUMENTS”

THE STATE OF TEXAS §
§
BEXAR COUNTY §

CITY OF LIVE OAK
PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND CONSTRUCTION
OF A BASKETBALL PAVILION

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Live Oak, Texas, (the “City”) a Texas municipality, and KYA Services, LLC (“Professional”) and collectively (“Parties”).

Section 1. Duration. This Agreement shall become effective on June 10, 2026 and shall remain in effect for the duration of the Proposal unless terminated as provided for in this Agreement.

Section 2. Proposal.

(A) Professional shall perform the Services as more particularly described in the Proposal P-0107184 attached hereto as Exhibit “A.” The work as described in the Proposal constitutes the “Project.” Unless otherwise provided in the Proposal, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

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

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

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

Section 3. Compensation.

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

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

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

amount. If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

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

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

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

Section 5. Time of Completion. The prompt completion of the services under the Proposal relates is critical to the City. Unnecessary delays in providing services under a Proposal shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Proposal shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Proposal.

Section 6. Insurance. Before commencing work under this Agreement, Professional shall obtain and furnish to the City evidence of the following insurance during the term of this Agreement and thereafter as required herein:

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

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

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

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

(E) **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.

Section 7. Miscellaneous Provisions.

(A) **Subletting.** The Professional shall not sublet or transfer any portion of the work under this Agreement or any Proposal 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 Proposal. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

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

expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

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

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

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

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

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of

such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

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

Section 9. INDEMNIFICATION. PROFESSIONAL AGREES TO INDEMNIFY AND HOLD THE CITY OF LIVE OAK, 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 SERVICES OR GOODS PERFORMED OR PROVIDED BY PROFESSIONAL – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES OR TEXAS – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(A) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.

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

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

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

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

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

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in

the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

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

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

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

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls.

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

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

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional 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.

Section 23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each

party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and form 1295 from the Texas Ethics Commission.

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

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

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

Section 28. Iran, Sudan and Foreign Terrorist Organizations. Professional represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code,

Section 29. Appropriations Clause. The parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City in each fiscal year. The Parties further agree that should the governing body of the City fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of the City fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically

terminate as to the City and the City shall then have no further obligation to the Contractor. When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the Contractor's sole and exclusive remedy shall be to terminate this Agreement.

EXECUTED on this the _____ day of _____, 2026.

CITY:

PROFESSIONAL:

By: _____
Name: Anas Garfaoui
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY
Attn: City Secretary
8001 Shin Oak Dr.
Live Oak, TX 78233

PROFESSIONAL

with a copy to:

City Attorney
City of Live Oak, Texas

“Exhibit A”

Proposal P-0107184

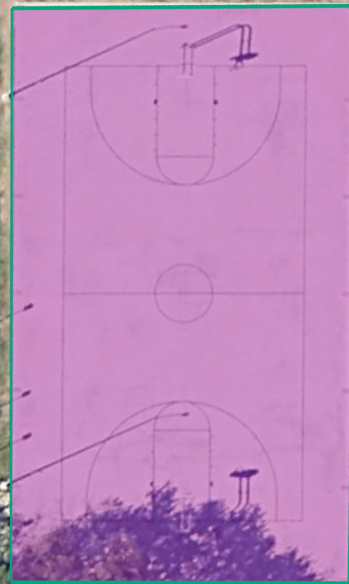
DRAFT

DRAFT

Basketball Cover

Open Steel Shade Structure

Acorn playground





Meeting Date: June 9, 2026

Agenda item: 7F

Prepared by: L. Kowalik, Finance Director

Reviewed by: A. Garfaoui, City Manager

Department: Finance Department

Agenda Item Description:

Discussion and possible action regarding the Monthly Financial Report for the period ending April 30, 2026.

Staff Briefing:

The presented financial reports are cumulative from October 1, 2025, through the period ending date. These reports are presented to keep the City Council, Mayor and City Manager up to date on the financial condition of the City of Live Oak.

Attached is a memorandum outlining some of the major points of interest, along with, the Financial Report for the period ending April 30, 2026. The financial reports are cumulative from October 1, 2025 through the ending period. This report is also unaudited and subject to slight changes.

Action:

- Ordinance Resolution
- Proclamation Special Presentation
- Finance Report Public Hearing
- Other

Cost:	
Budgeted	
Actual	
Acct. Name	
Acct. Fund	
Other Funding	
Strategic Goal #	1, 3

Strategic Goals: 1 - Stable, 2 - Secure, 3 - Supportive and 4 - Beautiful

Staff Recommended Motion:

Motion is to accept and approve the Monthly Financial Report for the period ending April 30, 2026.

MEMORANDUM

Date: June 9, 2026

To: Mayor and City Council

Via: Anas Garfaoui, City Manager

From: Leroy Kowalik, Finance Director

RE: Financial update through period ending April 30, 2026

Attached is a financial report for all funds that represents a snapshot of the financial status as of April 30, 2026. This report represents seven months into the fiscal year; therefore, revenues and expenditures should be targeted at around 58% of budget. Interfund transfers are recorded for quarterly financial reports. The amounts reflected in the attached report are unaudited and are subject to minor changes. In the remainder of this memo, I have focused on some of the points of interest within some of the major funds. Should you need further information or more detailed information, please feel free to contact me at your convenience. This financial update is cumulative (October 2025 through ending period).

General Fund:

Overall revenues are at 71% of budget. Revenues are above the target percentage primarily because of timing of which the City receives its different revenue sources. Property taxes are already at 95% because the largest portion of property tax revenue comes to the City in late December through January. Other taxes including sales tax revenue are at 59%. Sales tax remittance for October 2025 thru April 2026 was lower (1.93%) than in the same months in 2024-2025. Fines & forfeitures are at 31%. Permits and Licenses are at 54%. Franchise fees (54%) and Service Use fees (34%) are below the targeted percentage but mainly because of when they are paid to the City. Some of the franchise fees accrue and pay out quarterly and service use fees are seasonal. Interest is at 65% which is indicative of where the Federal Funds Rate is.

Overall expenditures are below target at 50% of budget. Most of the departments are close to the targeted percentage. One thing that affects the overall percentage is the timing of some of the larger expenditures. Longevity pay is paid out in November. Workers Comp and Property and Liability Insurance are paid early in the fiscal year. Other several annual expenditures don't get started till the spring and summer months. There are several departments that are slightly lower than the target mainly because of vacancies, emergency contingencies that were budgeted and seasonal activities. Outstanding encumbrances are approximately \$130,144 for items placed on order but have not been received. Once again, transfers and some accruals are recorded on a quarterly basis.

As of the report date, total revenue recorded through April 30, 2026, is \$13,171,386. Total expenditures recorded through the same period are \$10,567,460. This activity results in a current

net gain of \$2,603,926. This current net gain brings the City's General Fund balance to \$16,090,318. This is a normal pattern for this period of the Fiscal Year.

The Capital Project Funds:

The City currently has one fund that is utilized to expend money on major capital projects and special projects. It is the Capital Project Fund. This fund was created for specific projects to get accomplished.

As of April 2026:

The Capital Project Fund is where the City tracks a variety of projects that are not recorded through the General Fund. This keeps this function separate from General Fund operations. The fund balance as of this period is \$5,186,730.

The Utility Funds:

The Utility operating fund is slightly above the target on revenue collections (60%) and above the target on expenditures (63%). Recorded revenues are below expenditures through April 2026 by \$134,300. There are some accruals that get recorded on a quarterly basis and are not reflective in this report. Also, the City's annual water lease payment and EAA management fees get paid early in the year. Cash and cash equivalents (working capital) is currently at \$85,369. Operating transfers occur on a quarterly basis. The fund balance for the Utility R&R fund through this period is \$1,222,290. Again, the transfers into this fund are recorded on a quarterly basis.

The Stormwater Utility Fund revenues are right at the target at 59%. Expenditures are below the target at 38%. The cash and cash equivalents (working capital) for the Stormwater fund is currently \$354,312. As with the other funds, operating transfers out occur on a quarterly basis.

The summary report for all funds, supporting this memo is attached. For detailed information, or should you have any questions, please contact me.

**City of Live Oak
General Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Taxes - Ad Valorem	\$ 6,193,242	\$ -	\$ 6,193,242	\$ 5,889,865	95%
Taxes - Sales Tax, Mixed Beverage	8,904,591	-	8,904,591	5,264,907	59%
Franchise Fees	1,217,000	-	1,217,000	661,380	54%
Permits & Licenses	283,600	-	283,600	329,329	116%
Grants & Intergovernmental	279,526	-	279,526	107,500	38%
Service Use Fees	108,900	-	108,900	37,157	34%
Fines and Forfeitures	546,000	-	546,000	242,709	44%
Interest	520,000	-	520,000	335,712	65%
Miscellaneous	115,500	-	115,500	75,827	66%
Total Revenues:	<u>18,168,359</u>	<u>-</u>	<u>18,168,359</u>	<u>12,944,386</u>	<u>71%</u>
Expenditures by Department:					
City Council	63,550	-	63,550	21,209	33%
Council Contingency	200,000	-	200,000	-	0%
Administration	707,950	-	707,950	323,103	46%
City Secretary's Office	727,910	-	727,910	468,518	64%
Municipal Court	433,800	-	433,800	195,448	45%
Finance	891,965	-	891,965	496,691	56%
Emergency Management	21,635	-	21,635	14,272	66%
Police Department	5,897,030	-	5,897,030	3,104,305	53%
Communication Services	1,226,870	-	1,226,870	683,245	56%
Fire and EMS Services Department	3,863,287	-	3,863,287	1,994,663	52%
Public Works	1,693,700	-	1,693,700	784,587	46%
Streets Maintenance	1,035,400	-	1,035,400	403,449	39%
Animal Control	407,500	-	407,500	186,226	46%
Parks Maintenance	977,200	-	977,200	467,601	48%
Recreation	366,975	-	366,975	155,030	42%
Community Development	461,470	-	461,470	173,394	38%
Information Technology	619,021	-	619,021	307,724	50%
Total Expenditures	<u>19,595,263</u>	<u>-</u>	<u>19,595,263</u>	<u>9,779,465</u>	<u>50%</u>
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(1,426,904)	-	(1,426,904)	3,164,921	
Other Sources and (Uses):					
Interfund Transfers In	454,000	-	454,000	227,000	50%
Interfund Transfers Out	(1,569,490)	-	(1,569,490)	(787,995)	50%
Total Other Sources and Uses:	<u>(1,115,490)</u>	<u>-</u>	<u>(1,115,490)</u>	<u>(560,995)</u>	<u>50%</u>
Net Change in Fund Balance	<u>(2,542,394)</u>	<u>-</u>	<u>(2,542,394)</u>	<u>2,603,926</u>	
Beginning Fund Balance - October 1, 2025	<u>\$ 13,733,737</u>	<u>\$ (247,345)</u>	<u>\$ 13,486,392</u>	<u>\$ 13,486,392</u>	
Ending Fund Balance - April 30, 2026	<u>\$ 11,191,343</u>	<u>\$ (247,345)</u>	<u>\$ 10,943,998</u>	<u>\$ 16,090,318</u>	
Approved Designated Fund Balance Appropriations					
Undesignated Fund Balance	<u>2,542,394</u>	<u>-</u>	<u>2,542,394</u>	<u>-</u>	
	<u>2,542,394</u>	<u>-</u>	<u>2,542,394</u>	<u>-</u>	

**City of Live Oak
Asset Replacement Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Interest	\$ 115,000	\$ -	\$ 115,000	\$ 95,614	83%
Miscellaneous/Sale of Assets	-	-	-	14,783	0%
Total Revenues:	<u>115,000</u>	<u>-</u>	<u>115,000</u>	<u>110,397</u>	<u>96%</u>
Expenditures:					
Vehicles/Equipment	<u>467,500</u>	<u>-</u>	<u>467,500</u>	<u>250,964</u>	<u>54%</u>
Total Expenditures	<u>467,500</u>	<u>-</u>	<u>467,500</u>	<u>250,964</u>	<u>54%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(352,500)	-	(352,500)	(140,567)	
Other Sources and Uses:					
Interfund Transfers In	<u>1,593,099</u>	<u>-</u>	<u>1,593,099</u>	<u>796,549</u>	<u>50%</u>
Total Other Sources and Uses:	<u>1,593,099</u>	<u>-</u>	<u>1,593,099</u>	<u>796,549</u>	<u>50%</u>
Net Change in Fund Balance	1,240,599	-	1,240,599	655,982	
Beginning Fund Balance - October 1, 2025	<u>\$ 4,287,184</u>	<u>\$ 12,673</u>	<u>\$ 4,299,857</u>	<u>\$ 4,299,857</u>	
Ending Fund Balance - April 30, 2026	<u>\$ 5,527,783</u>	<u>\$ 12,673</u>	<u>\$ 5,540,456</u>	<u>\$ 4,955,839</u>	

**City of Live Oak
Abatement Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Service Fees	\$ 7,000	\$ -	\$ 7,000	\$ 567	8%
Total Revenues:	<u>7,000</u>	<u>-</u>	<u>7,000</u>	<u>567</u>	<u>8%</u>
Expenditures:					
Public Works	<u>16,000</u>	<u>-</u>	<u>16,000</u>	<u>2,710</u>	<u>17%</u>
Total Expenditures	<u>16,000</u>	<u>-</u>	<u>16,000</u>	<u>2,710</u>	<u>17%</u>
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(9,000)	-	(9,000)	(2,143)	
Other Sources and Uses:					
Interfund Transfers In	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Total Other Sources and Uses:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Net Change in Fund Balance					
	(9,000)	-	(9,000)	(2,143)	
Beginning Fund Balance - October 1, 2025					
	\$ 45,601	\$ (3,645)	\$ 41,956	\$ 41,956	
Ending Fund Balance - April 30, 2026					
	<u>\$ 36,601</u>	<u>\$ -</u>	<u>\$ 32,956</u>	<u>\$ 39,813</u>	

**City of Live Oak
Debt Service Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Taxes - Ad Valorem	\$ 1,474,301	\$ -	\$ 1,474,301	\$ 1,392,291	94%
Interest	40,000	-	40,000	14,133	35%
Total Revenues:	<u>1,514,301</u>	<u>-</u>	<u>1,514,301</u>	<u>1,406,424</u>	<u>93%</u>
Expenditures:					
Debt Service	<u>2,031,700</u>	<u>-</u>	<u>2,031,700</u>	<u>464,350</u>	<u>23%</u>
Total Expenditures	<u>2,031,700</u>	<u>-</u>	<u>2,031,700</u>	<u>464,350</u>	<u>23%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(517,399)	-	(517,399)	942,074	
Other Sources and Uses:					
Interfund Transfers In	<u>554,399</u>	<u>-</u>	<u>554,399</u>	<u>277,199</u>	<u>50%</u>
Total Other Sources and Uses:	<u>554,399</u>	<u>-</u>	<u>554,399</u>	<u>277,199</u>	<u>50%</u>
Net Change in Fund Balance	37,000	-	37,000	1,219,273	
Beginning Fund Balance - October 1, 2025	<u>\$ 640,667</u>	<u>\$ (30,250)</u>	<u>\$ 610,417</u>	<u>\$ 610,417</u>	
Ending Fund Balance - April 30, 2026	<u>\$ 677,667</u>	<u>\$ (30,250)</u>	<u>\$ 647,417</u>	<u>\$ 1,829,690</u>	

**City of Live Oak
Forfeiture Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Fines & Forfeitures	\$ 52,000	\$ -	\$ 52,000	\$ 34,732	67%
Interest	8,500	-	8,500	6,283	74%
Total Revenues:	<u>60,500</u>	<u>-</u>	<u>60,500</u>	<u>41,015</u>	<u>68%</u>
Expenditures:					
Federal Forfeitures	103,500	-	103,500	\$ -	0%
State Forfeitures	-	-	-	-	0%
Total Expenditures	<u>103,500</u>	<u>-</u>	<u>103,500</u>	<u>\$ -</u>	<u>0%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(43,000)	-	(43,000)	\$ 41,015	
Net Change in Fund Balance	(43,000)	-	(43,000)	\$ 41,015	
Beginning Fund Balance - October 1, 2025	<u>\$ 378,105</u>	<u>\$ 47,598</u>	<u>\$ 425,703</u>	<u>\$ 425,703</u>	
Ending Fund Balance - April 30, 2026	<u>\$ 335,105</u>	<u>\$ 47,598</u>	<u>\$ 382,703</u>	<u>\$ 466,718</u>	

**City of Live Oak
Federal /State Grants**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Grants & Intergovernmental Allocations	\$ -	\$ -	\$ -	\$ -	0%
Interest	-	-	-	-	0%
Total Revenues:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Expenditures:					
Project Construction	-	-	-	-	0%
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Net Change in Fund Balance	-	-	-	-	
Beginning Fund Balance - October 1, 2025	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Ending Fund Balance - April 30, 2026	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**City of Live Oak
Child Safety Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Grants & Intergovernmental Allocations	\$ 16,000	\$ -	\$ 16,000	\$ 10,606	66%
Interest	5,000	-	5,000	3,630	73%
Total Revenues:	<u>21,000</u>	<u>-</u>	<u>21,000</u>	<u>14,236</u>	<u>68%</u>
Expenditures:					
Police Department	3,500	-	3,500	679	19%
Fire & Inspections	2,500	-	2,500	-	0%
Public Works-General	44,735	-	44,735	-	0%
Total Expenditures	<u>50,735</u>	<u>-</u>	<u>50,735</u>	<u>679</u>	<u>1%</u>
Net Change in Fund Balance	(29,735)	-	(29,735)	13,557	
Beginning Fund Balance - October 1, 2025	<u>\$ 199,718</u>	<u>\$ 3,558</u>	<u>\$ 203,276</u>	<u>\$ 203,276</u>	
Ending Fund Balance - April 30, 2026	<u>\$ 169,983</u>	<u>\$ 3,558</u>	<u>\$ 173,541</u>	<u>\$ 216,833</u>	

**City of Live Oak
Court Technology Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Fines & Forfeitures	\$ 14,000	\$ -	\$ 14,000	\$ 5,156	37%
Interest	3,000	-	3,000	2,734	91%
Total Revenues:	<u>17,000</u>	<u>-</u>	<u>17,000</u>	<u>7,890</u>	<u>46%</u>
Expenditures:					
Municipal Court	<u>77,600</u>	<u>-</u>	<u>77,600</u>	<u>7,357</u>	<u>9%</u>
Total Expenditures	<u>77,600</u>	<u>-</u>	<u>77,600</u>	<u>7,357</u>	<u>9%</u>
Net Change in Fund Balance	(60,600)	-	(60,600)	533	
Beginning Fund Balance - October 1, 2025	<u>\$ 124,327</u>	<u>\$ (999)</u>	<u>\$ 123,328</u>	<u>\$ 123,328</u>	
Ending Fund Balance - April 30, 2026	<u>\$ 63,727</u>	<u>\$ (999)</u>	<u>\$ 62,728</u>	<u>\$ 123,861</u>	

**City of Live Oak
Court Security Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Fines & Forfeitures	\$ 13,000	\$ -	\$ 13,000	\$ 6,108	47%
Interest	1,000	-	1,000	1,711	171%
Total Revenues:	14,000	-	14,000	7,819	56%
Expenditures:					
Municipal Court	70,375	-	70,375	3,162	4%
Total Expenditures	70,375	-	70,375	3,162	4%
Net Change in Fund Balance	(56,375)	-	(56,375)	4,657	
Beginning Fund Balance - October 1, 2025	\$ 91,087	\$ 360	\$ 91,447	\$ 91,447	
Ending Fund Balance - April 30, 2026	\$ 34,712	\$ 360	\$ 35,072	\$ 96,104	

**City of Live Oak
Hotel Occupancy Tax (HOT) Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Occupancy Tax	\$ 615,000	\$ -	\$ 615,000	\$ 283,895	46%
Interest	45,000	-	45,000	30,318	67%
Total Revenues:	660,000	-	660,000	314,213	48%
Expenditures:					
Administration Department	751,000	-	751,000	315,642	42%
Total Expenditures	751,000	-	751,000	315,642	42%
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(91,000)	-	(91,000)	(1,429)	
Other Sources and Uses:					
Interfund Transfers Out	(33,600)	-	(33,600)	(16,800)	50%
Total Other Sources and Uses:	(33,600)	-	(33,600)	(16,800)	50%
Net Change in Fund Balance					
	(124,600)	-	(124,600)	(18,229)	
Beginning Fund Balance - October 1, 2025					
	\$ 1,532,605	\$ 25,071	\$ 1,557,676	\$ 1,557,676	
Ending Fund Balance - April 30, 2026					
	\$ 1,408,005	\$ 25,071	\$ 1,433,076	\$ 1,539,447	

**City of Live Oak
Emergency Radio System Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Service Use Fees	\$ 5,000	\$ -	\$ 5,000	\$ 1,050	21%
Interest	3,000	-	3,000	940	31%
Total Revenues:	8,000	-	8,000	1,990	25%
Expenditures:					
Emergency Radio System	25,170	-	25,170	490	2%
Total Expenditures	25,170	-	25,170	490	2%
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(17,170)	-	(17,170)	1,500	
Other Sources and Uses:					
Interfund Transfers Out	(10,000)	-	(10,000)	(5,000)	50%
Total Other Sources and Uses:	(10,000)	-	(10,000)	(5,000)	50%
Net Change in Fund Balance					
	(27,170)	-	(27,170)	(3,500)	
Beginning Fund Balance - October 1, 2025					
	\$ 74,261	\$ (1,732)	\$ 72,529	\$ 72,529	
Ending Fund Balance - April 30, 2026					
	\$ 47,091	\$ (1,732)	\$ 45,359	\$ 69,029	

**City of Live Oak
PEG Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Franchise Fee	\$ 50,000	\$ -	\$ 50,000	\$ 20,106	40%
Total Revenues:	50,000	-	50,000	20,106	40%
Expenditures:					
Capital Outlay	65,000	-	65,000	41,609	64%
Total Expenditures	<u>65,000</u>	<u>-</u>	<u>65,000</u>	<u>41,609</u>	<u>64%</u>
Net Change in Fund Balance	(15,000)	-	(15,000)	(21,503)	
Beginning Fund Balance - October 1, 2025	\$ 521,148	\$ (2,741)	\$ 518,407	\$ 518,407	
Ending Fund Balance - April 30, 2026	<u>\$ 506,148</u>	<u>\$ (2,741)</u>	<u>\$ 503,407</u>	<u>\$ 496,904</u>	

**City of Live Oak
Alamo Regional SWAT Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Intergovernmental	\$ 45,500	\$ -	\$ 45,500	\$ 45,500	100%
Total Revenues:	45,500	-	45,500	45,500	100%
Expenditures:					
Capital Outlay	57,532	-	57,532	31,469	55%
Total Expenditures	<u>57,532</u>	<u>-</u>	<u>57,532</u>	<u>31,469</u>	<u>55%</u>
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(12,032)	-	(12,032)	14,031	
Other Sources and Uses:					
Interfund Transfers In	6,500	-	6,500	6,500	100%
Total Other Sources and Uses:	<u>6,500</u>	<u>-</u>	<u>6,500</u>	<u>6,500</u>	<u>100%</u>
Net Change in Fund Balance					
	(5,532)	-	(5,532)	20,531	
Beginning Fund Balance - October 1, 2025					
	\$ 123,814	\$ (5,263)	\$ 118,551	\$ 118,551	
Ending Fund Balance - April 30, 2026					
	<u>\$ 118,282</u>	<u>\$ (5,263)</u>	<u>\$ 113,019</u>	<u>\$ 139,082</u>	

**City of Live Oak
2022 G.O. Bond Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Interest	\$ -	\$ -	\$ -	\$ -	0%
Total Revenues:	-	-	-	-	0%
Expenditures:					
Professional Fees	-	-	-	-	0%
Construction Costs	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-	-	
Net Change in Fund Balance	-	-	-	-	
Beginning Fund Balance - October 1, 2025	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Ending Fund Balance - April 30, 2026	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**City of Live Oak
Capital Projects Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Interest	\$ 120,000	\$ -	\$ 120,000	\$ 113,381	94%
Total Revenues:	120,000	-	120,000	113,381	94%
Expenditures:					
Professional Fees	491,399	-	491,399	39,126	8%
Capital Outlay - Equipment	1,026,843	-	1,026,843	33,055	3%
Construction	2,969,880	-	2,969,880	281,582	9%
Total Expenditures	<u>4,488,122</u>	<u>-</u>	<u>4,488,122</u>	<u>353,763</u>	<u>8%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,368,122)	-	(4,368,122)	(240,382)	
Other Sources and Uses:					
Interfund Transfers In	1,531,234	-	1,531,234	765,617	50%
Total Other Sources and Uses:	<u>1,531,234</u>	<u>-</u>	<u>1,531,234</u>	<u>765,617</u>	<u>50%</u>
Net Change in Fund Balance	(2,836,888)	-	(2,836,888)	525,235	
Beginning Fund Balance - October 1, 2025	<u>\$ 4,812,527</u>	<u>\$ (151,032)</u>	<u>\$ 4,661,495</u>	<u>\$ 4,661,495</u>	
Ending Fund Balance - April 30, 2026	<u>\$ 1,975,639</u>	<u>\$ (151,032)</u>	<u>\$ 1,824,607</u>	<u>\$ 5,186,730</u>	

**City of Live Oak
Utility Operations Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Utility Revenue	\$ 7,389,875	\$ -	\$ 7,389,875	\$ 4,409,337	60%
Total Revenues:	<u>7,389,875</u>	<u>-</u>	<u>7,389,875</u>	<u>4,409,337</u>	<u>60%</u>
Expenditures:					
Administration Department	399,950	-	399,950	188,119	47%
Public Works General	6,476,385	-	6,476,385	4,122,018	64%
Total Expenditures	<u>6,876,335</u>	<u>-</u>	<u>6,876,335</u>	<u>4,310,137</u>	<u>63%</u>
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	513,540	-	513,540	99,200	
Other Sources and Uses:					
Interfund Transfers In	29,500		29,500	14,750	50%
Interfund Transfers Out	(496,500)	-	(496,500)	(248,250)	50%
Total Other Sources and Uses:	<u>(467,000)</u>	<u>-</u>	<u>(467,000)</u>	<u>(233,500)</u>	<u>50%</u>
Net Change in Fund Balance					
	46,540	-	46,540	(134,300)	
Beg. Net Working Cap - October 1, 2025					
	<u>\$ 183,750</u>	<u>\$ 35,919</u>	<u>\$ 219,669</u>	<u>\$ 219,669</u>	
End. Net Working Cap. - April 30, 2026					
	<u>\$ 230,290</u>	<u>\$ 35,919</u>	<u>\$ 266,209</u>	<u>\$ 85,369</u>	

City of Live Oak
Utility Development and Renewals/Replacement Fund

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Interest	\$ 40,000	\$ -	\$ 40,000	\$ 27,177	68%
Miscellaneous	-	-	-	-	0%
Total Revenues:	<u>40,000</u>	<u>-</u>	<u>40,000</u>	<u>27,177</u>	<u>68%</u>
Expenditures:					
Public Works General	<u>595,000</u>	<u>-</u>	<u>595,000</u>	<u>203,084</u>	<u>34%</u>
Total Expenditures	<u>595,000</u>	<u>-</u>	<u>595,000</u>	<u>203,084</u>	<u>34%</u>
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(555,000)	-	(555,000)	(175,907)	
Other Sources and Uses:					
Interfund Transfers In	<u>310,000</u>	<u>-</u>	<u>310,000</u>	<u>155,000</u>	<u>50%</u>
Total Other Sources and Uses:	<u>310,000</u>	<u>-</u>	<u>310,000</u>	<u>155,000</u>	<u>50%</u>
Net Change in Fund Balance					
	(245,000)	-	(245,000)	(20,907)	
Beginning Fund Balance - October 1, 2025					
	<u>\$ 1,297,370</u>	<u>\$ (54,173)</u>	<u>\$ 1,243,197</u>	<u>\$ 1,243,197</u>	
Ending Fund Balance - April 30, 2026					
	<u>\$ 1,052,370</u>	<u>\$ (54,173)</u>	<u>\$ 998,197</u>	<u>\$ 1,222,290</u>	

**City of Live Oak
Storm Water Utility Fund**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Utility Revenue	\$ 693,000	\$ -	\$ 693,000	\$ 408,813	59%
Total Revenues:	<u>693,000</u>	<u>-</u>	<u>693,000</u>	<u>408,813</u>	<u>59%</u>
Expenditures:					
Operations	836,600	-	836,600	317,548	38%
Total Expenditures	<u>836,600</u>	<u>-</u>	<u>836,600</u>	<u>317,548</u>	<u>38%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(143,600)</u>	<u>-</u>	<u>(143,600)</u>	<u>91,265</u>	
Other Sources and Uses:					
Interfund Transfers Out	(90,800)	-	(90,800)	(45,400)	50%
Total Other Sources and Uses:	<u>(90,800)</u>	<u>-</u>	<u>(90,800)</u>	<u>(45,400)</u>	<u>50%</u>
Net Change in Fund Balance	(234,400)	-	(234,400)	45,865	
Beg. Net Working Cap - October 1, 2025	<u>\$ 245,426</u>	<u>\$ 63,021</u>	<u>\$ 308,447</u>	<u>\$ 308,447</u>	
End. Net Working Cap. - April 30, 2026	<u>\$ 11,026</u>	<u>\$ 63,021</u>	<u>\$ 74,047</u>	<u>\$ 354,312</u>	

**City of Live Oak
Economic Development Corporation**

For the Period Ending April 30, 2026

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Taxes - Other	\$ 2,785,697	\$ -	\$ 2,785,697	\$ 1,676,196	60%
Interest/Misc	210,000	-	210,000	141,445	67%
Total Revenues:	<u>2,995,697</u>	<u>-</u>	<u>2,995,697</u>	<u>1,817,641</u>	<u>61%</u>
Expenditures:					
Administration Department	1,037,300	-	1,037,300	352,877	34%
Utilities/Water Rights	600,000	-	600,000	-	0%
Land	155,000	-	155,000	-	0%
Unspecified Projects	100,000	-	100,000	-	0%
Total Expenditures	<u>1,892,300</u>	<u>-</u>	<u>1,892,300</u>	<u>352,877</u>	<u>19%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,103,397	-	1,103,397	1,464,764	
Other Sources and Uses:					
Interfund Transfers In	33,600	-	33,600	16,800	50%
Interfund Transfers Out	(2,236,942)	-	(2,236,942)	(1,118,471)	50%
Total Other Sources and Uses:	<u>(2,203,342)</u>	<u>-</u>	<u>(2,203,342)</u>	<u>(1,101,671)</u>	<u>50%</u>
Net Change in Fund Balance	(1,099,945)	-	(1,099,945)	363,093	
Beginning Fund Balance - October 1, 2025	<u>\$ 5,793,010</u>	<u>\$ (18,369)</u>	<u>\$ 5,774,641</u>	<u>\$ 5,774,641</u>	
Ending Fund Balance - April 30, 2026	<u>\$ 4,693,065</u>	<u>\$ (18,369)</u>	<u>\$ 4,674,696</u>	<u>\$ 6,137,734</u>	