



**AGENDA
REGULAR MEETING OF THE CITY COUNCIL
CITY OF LIVE OAK
WILL BE HELD AT THE LIVE OAK COUNCIL CHAMBERS
8001 SHIN OAK DRIVE
TUESDAY, DECEMBER 9, 2025, AT 7:00 P.M.**

The public may watch the meeting live at www.liveoaktx.net by clicking "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. SPECIAL CONSIDERATION

- A.** Presentation and recognition of the City of Live Oak for receiving first place in the 2025 National Night Out – Chief Fratus

6. NEW BUSINESS

- A.** Presentation regarding the Linebarger, Goggan Blair & Sampson, LLP Delinquent Tax and Court Fees, and Fines Collections – Mr. Casillas
- B.** Discussion and possible action regarding disposal of fixed assets with an initial net worth of \$5,000 and over – Mr. Kowalik
- C.** Discussion and possible action regarding a Resolution authorizing the City Manager to file a grant application for the FY26 Bullet Resistant Components for Law Enforcement Vehicle Grant Program – Chief Fratus
- D.** Discussion and possible action regarding a Resolution casting votes for a candidate for the Bexar Appraisal District Board of Directors, 2026 Term – Mrs. Gaytan
- E.** Discussion and possible action related to bids received on December 2, 2025 for the construction of a new restroom, office and entrance at the Live Oak Municipal Swimming Pool – Mr. Wagster

- F. Discussion and possible action regarding an Ordinance amending Chapter 2, Article I of the Code of Ordinances by adding new sections related to the time limits and responses under the Texas Public Information Act- Mrs. Gaytan and Ms. Rodriguez
- G. Discussion and possible action regarding an Ordinance amending various sections of Chapter 2, Article III, Division 4- Ethics Regulations related to the review board, review of complaints, and other related matters- Mrs. Gaytan and Ms. Rodriguez
- H. Discussion and possible action regarding a Resolution authorizing a professional services agreement with BB Inspection Services – Mr. Ruthven

7. EXECUTIVE SESSION

- A. The City Council will meet in executive session pursuant to Texas Government Code Section 551.076, deliberations regarding security devices related to the deployment or specific occasions for implementation of security personnel or devices or a security audit due to recent security issues and concerns on City property.
- B. Reconvene into open session and action on any items considered in executive session.

8. CITY COUNCIL REPORT

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

9. GENERAL ANNOUNCEMENTS FOR CITY COUNCIL AND STAFF

A. City Council

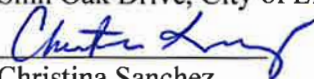
- Ribbon Cuttings, upcoming City Events, Special meetings and workshops, conferences and special acknowledgments

B. Staff

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

10. 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 December 3, 2025, by 5:00 p.m.


Christina Sanchez
Interim 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 ALL PAGERS AND 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.



Meeting Date: December 9, 2025

Agenda item: 5A

Prepared by: Michael Fratus

Reviewed by: A. Garfaoui, City Manager

Department: Police

Agenda Item Description:

Presentation and recognition of the City of Live Oak for receiving first place in the 2025 National Night Out.

Staff Briefing:

The Live Oak Police Department is proud to announce that we earned First Place in our population category for this year's National Night Out Awards. This recognition reflects the outstanding partnership between our officers, city staff, volunteers, neighborhood hosts, and community members. Our National Night Out events continue to grow each year, strengthening relationships and showcasing the strong sense of community that defines Live Oak. We are honored to receive this award and grateful to everyone who helped make this year's event a success.

Action:

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

Cost: n/a	
Budgeted	
Actual	
Acct. Name	
Acct. Fund	
Other Funding	
Strategic Goal #	1, 2, 3, 4

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

Staff Recommended Motion:

No motion is necessary.



Meeting Date: December 9, 2025

Agenda item: 6A

Prepared by: I. Gaytan, City Secretary

Reviewed by: A. Garfaoui, City Manager

Department: Administration

Agenda Item Description:

Presentation regarding the Linebarger, Goggan Blair & Sampson, LLP delinquent tax and court fees, and fine collections.

Staff Briefing:

The law firm Linebarger, Goggan Blair & Sampson, is contracted for the collection of the City's delinquent tax and court Fees, and fine collections. Each year they provide the City with a report on the status of these collections.

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: December 9, 2025

Agenda item: 6B

Prepared by: L. Kowalik, Finance Director

Reviewed by: A. Garfaoui, City Manager

Department: Finance

Agenda Item Description:

Discussion and possible action regarding disposal of fixed assets with an initial net worth of \$5,000 and over.

Staff Briefing:

While there is no specific statutory requirement that governs the process for disposing of the City's personal property, it is good policy to bring before Council, a list of fixed assets that staff is recommending for disposal to ensure proper disposition of the fixed or other assets and to ensure they are disposed of without violating the Constitution to prevent the gratuitous application of public funds. It is also good policy to bring before Council any surplus item, whether a fixed asset or not, if the intent is to sale or convey to another governmental entity or not-for-profit entity.

The list below contains the items that rises to the level of a City fixed asset:

ID#/Tag#	Description	Acquired	Fund	Location
5615/488	P53 Chevrolet Tahoe – S/N# 1GNLCDEC9GR299273	2016	35	Police
05809/370	Snap-On Solus Pro Scanner – S/N# 518SPN-001331	2008	10	Public Works

These items will be disposed of in the appropriate manner. This is an on-going program and more items may be coming before council as staff identifies such items as disposable. Other items, in addition to the items listed above, may be considered obsoleted, damaged or surplus that do not rise to the level of a fixed asset or not recorded as a City fixed asset may be requested for disposal.

Action:

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

Cost:	
Budgeted	
Actual	
Acct. Name	
Acct. Fund	
Other Funding	
Strategic Goal #	3 & 4

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

Staff Recommended Motion:

Staff's recommended motion is for the council to approve the list of Fixed Assets that have been identified for disposal.



Meeting Date: December 9, 2025

Agenda item: 6C

Prepared by: Michael Fratus, Police Chief

Reviewed by: A. Garfaoui, City Manager

Department: Police

Agenda Item Description:

Discussion and possible action regarding a Resolution Authorizing the City Manager to file a grant application for the FY26 Bullet Resistant Components for Law Enforcement Vehicle Grant Program

Staff Briefing:

The police department wishes to apply for this grant to enhance officer safety during law enforcement encounters. This funding opportunity will allow us to equip our patrol vehicles with bullet-resistant windshields, door glass, and door panels. These upgrades will provide vital protection against firearm threats, reducing the risk of injury or death to our officers. Leveraging grant funding ensures we can achieve this critical safety enhancement without impacting the city's budget.

Action:

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

Cost: N/A	
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:

Staff recommends the approval of the resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS AUTHORIZING THE FILING OF A GRANT APPLICATION FOR THE FY26 BULLET RESISTANT COMPONENTS FOR LAW ENFORCEMENT VEHICLE GRANT PROGRAM WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT ON BEHALF OF THE CITY ON ALL MATTERS THERETO AND RELATED TO THE APPLICATION; SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Live Oak, Texas (“City”) is a home rule city governed by the laws of the State of Texas; and

WHEREAS, there is an opportunity to provide funds from a grant program from the Office of the Governor for the purchase of bullet-resistant components for law enforcement vehicles to effectively enhance law enforcement safety; and

WHEREAS, the Office of the Governor’s Criminal Justice Division is now accepting applications for projects under this grant program to increase the safety of Texas law enforcement officers; and

WHEREAS, the City Council finds it in the best interest of the citizens of Live Oak to apply for such funds to supply the police department with increased safety measures; and

WHEREAS, there is no cash match requirement under this program; and

WHEREAS, the City of Live Oak agrees that in the event of loss or misuse of the Officer of the Governor funds, the City of Live Oak assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, City Council designates Anas Garfaoui, City Manager, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. The City Manager, or his designee, is hereby authorized to apply for the FY 2026 Bullet Resistant Components for Law Enforcement Vehicles Grant Program and execute any necessary documents as needed.

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 ADOPTED, this _____ day of _____, 2025.

CITY OF LIVE OAK, TEXAS

Mary M. Dennis, Mayor

ATTEST:

Isa Gaytan, City Secretary

APPROVED AS TO FORM:

City Attorney

GRANT #5639701



Meeting Date: December 9, 2025

Agenda item: 6D

Prepared by: I. Gaytan, City Secretary

Reviewed by: A. Garfaoui, City Manager

Department: Administration

Agenda Item Description:

Discussion and possible action regarding a Resolution casting votes for a candidate for the Bexar Appraisal District Board of Directors, 2026 Term – Mrs. Gaytan

Staff Briefing:

For the cast of votes to count, the City Council must pass a Resolution.

Action:

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

Cost:	
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:

City Council will have to nominate a candidate from the list provided by Bexar County. Motion to cast four (4) votes for candidate _____.

RESOLUTION NO. _____
A RESOLUTION BY THE CITY COUNCIL OF THE
CITY OF LIVE OAK, TEXAS, CASTING FOUR
LIVE OAK VOTES FOR THE BEXAR APPRAISAL
DISTRICT BOARD OF DIRECTORS

WHEREAS, the City Council of the City of Live Oak at their Regular Meeting on Tuesday, December 9, 2025, casts their four (4) votes to _____ as a candidate for a position on the Bexar Appraisal District Board of Directors for 2026.

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

The City Council, City of Live Oak casts their four (4) votes for _____ as a candidate for a position on the Bexar Appraisal District Board of Directors for 2026.

PASSED and APPROVED this the _____ day of _____ 2025.

Mary M. Dennis, Mayor

ATTEST:

Isa Gaytan, City Secretary

APPROVED AS TO FORM:

City Attorney

“Exhibit A”

DRAFT



OFFICIAL ELECTION BALLOT OF
BEXAR APPRAISAL DISTRICT BOARD OF DIRECTORS
2026 TERM

VOTE MUST BE MADE BY RESOLUTION.
THIS BALLOT MUST BE SUBMITTED WITH A RESOLUTION FOR YOUR VOTE
TO BE COUNTED.

TAXING UNIT NAME: CITY OF LIVE OAK, TEXAS

CANDIDATE

NUMBER OF VOTES

DR. RALPH E. BARKSDALE
(NOMINATED BY BEXAR COUNTY)

JULIANA DUSEK
(NOMINATED BY CITY OF OLMOS PARK)

IVALIS MEZA GONZALEZ
(NOMINATED BY CITY OF SAN ANTONIO)

GERALD LOPEZ
(NOMINATED BY ALAMO COLLEGE DISTRICT AND NORTHSIDE ISD)

LEE MARTINEZ
(NOMINATED BY HARLANDALE ISD)

ROLANDO RAMIREZ
(NOMINATED BY SOUTHSIDE ISD)

BECKY RUIZ
(NOMINATED BY HARLANDALE ISD AND NORTHSIDE ISD)

Bexar Central Appraisal District Voting Entitlement Calculation

Taxing Unit	2024 Tax Levy	Sum of Levies	Percentage of Total Levy	Percentage Times 1,000 Rounded to Whole Number	Number of Directorship Positions to be Filled	Total Votes
ALAMO COMMUNITY COLLEGE DIST.	\$371,155,748	\$4,178,153,759	0.0888324771	89	2	178
ALAMO HEIGHTS ISD	\$81,284,888	\$4,178,153,759	0.0194547383	19	2	38
BEXAR COUNTY	\$633,755,511	\$4,178,153,759	0.1516831470	152	2	304
BOERNE ISD	\$34,568,475	\$4,178,153,759	0.0082736244	8	2	16
CITY OF ALAMO HEIGHTS	\$8,273,275	\$4,178,153,759	0.0019801270	2	2	4
CITY OF BALCONES HEIGHTS	\$2,192,201	\$4,178,153,759	0.0005246817	1	2	2
CITY OF CASTLE HILLS	\$4,916,808	\$4,178,153,759	0.0011767896	1	2	2
CITY OF CHINA GROVE	\$526,505	\$4,178,153,759	0.0001260138	0	2	0
CITY OF CONVERSE	\$12,085,232	\$4,178,153,759	0.0028924814	3	2	6
CITY OF ELMENDORF	\$1,015,827	\$4,178,153,759	0.0002431282	0	2	0
CITY OF FAIR OAKS RANCH	\$4,909,502	\$4,178,153,759	0.0011750410	1	2	2
CITY OF GREY FOREST	\$69,040	\$4,178,153,759	0.0000165240	0	2	0
CITY OF HELOTES	\$5,038,247	\$4,178,153,759	0.0012058549	1	2	2
CITY OF HILL COUNTRY VILLAGE	\$725,163	\$4,178,153,759	0.0001735606	0	2	0
CITY OF KIRBY	\$3,486,611	\$4,178,153,759	0.0008344860	1	2	2
CITY OF LEON VALLEY	\$6,437,465	\$4,178,153,759	0.0015407439	2	2	4
CITY OF LIVE OAK	\$7,591,021	\$4,178,153,759	0.0018168362	2	2	4
CITY OF LYTLE	\$6,241	\$4,178,153,759	0.0000014937	0	2	0
CITY OF OLMOS PARK	\$4,408,700	\$4,178,153,759	0.0010551790	1	2	2
CITY OF SAN ANTONIO	\$843,529,760	\$4,178,153,759	0.2018905499	202	2	404
CITY OF SANDY OAKS	\$857,821	\$4,178,153,759	0.0002053110	0	2	0
CITY OF SCHERTZ	\$3,437,866	\$4,178,153,759	0.0008228194	1	2	2
CITY OF SELMA	\$2,139,386	\$4,178,153,759	0.0005120410	1	2	2
CITY OF SHAVANO PARK	\$5,135,519	\$4,178,153,759	0.0012291360	1	2	2
CITY OF SOMERSET	\$1,019,083	\$4,178,153,759	0.0002439075	0	2	0
CITY OF ST HEDWIG	\$1,327,582	\$4,178,153,759	0.0003177437	0	2	0
CITY OF TERRELL HILLS	\$7,344,245	\$4,178,153,759	0.0017577728	2	2	4
CITY OF UNIVERSAL CITY	\$10,640,969	\$4,178,153,759	0.0025468113	3	2	6
CITY OF VON ORMY	\$119,649	\$4,178,153,759	0.0000286368	0	2	0
CITY OF WINDCREST	\$4,027,970	\$4,178,153,759	0.0009640550	1	2	2
COMAL ISD	\$40,289,098	\$4,178,153,759	0.0096427993	10	2	20
EAST CENTRAL ISD	\$74,540,831	\$4,178,153,759	0.0178406146	18	2	36
EDGEWOOD ISD	\$22,385,085	\$4,178,153,759	0.0053576499	5	2	10
FLORESVILLE ISD	\$32,633	\$4,178,153,759	0.0000078104	0	2	0
HARLANDALE ISD	\$30,864,126	\$4,178,153,759	0.0073870249	7	2	14
JUDSON ISD	\$153,248,717	\$4,178,153,759	0.0366785728	37	2	74
MEDINA VALLEY ISD	\$35,126,067	\$4,178,153,759	0.0084070786	8	2	16
NORTH EAST ISD	\$510,038,662	\$4,178,153,759	0.1220727363	122	2	244
NORTHSIDE ISD IN BEXAR COUNTY	\$769,452,698	\$4,178,153,759	0.1841609338	184	2	368
SAN ANTONIO ISD	\$316,361,214	\$4,178,153,759	0.0757179444	76	2	152
SCHERTZ-CIBOLO ISD	\$15,319,371	\$4,178,153,759	0.0036665407	4	2	8
SOMERSET ISD IN BEXAR COUNTY	\$6,769,671	\$4,178,153,759	0.0016202542	2	2	4
SOUTH SAN ISD	\$32,473,826	\$4,178,153,759	0.0077722908	8	2	16
SOUTHSIDE ISD	\$27,381,380	\$4,178,153,759	0.0065534639	7	2	14
SOUTHWEST ISD	\$78,161,730	\$4,178,153,759	0.0187072412	19	2	38
TOWN OF HOLLYWOOD PARK	\$3,682,340	\$4,178,153,759	0.0008813319	1	2	2

Texas Property Tax Code Section 6.03(d): The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.



Meeting Date: December 9, 2025

Agenda item: 6E

Prepared by: Mark Wagster, PW Director

Reviewed by: A. Garfaoui, City Manager

Department: Public Works

AGENDA ITEM DESCRIPTION:

Discussion and possible action related to bids received on December 2, 2025 for the construction of a new restroom, office and entrance at the Live Oak Municipal Swimming Pool

Staff Briefing:

Using the formal bid process, 3 contractors submitted bids for construction of a new restroom, office and entrance at the Live Oak Municipal Swimming Pool. The lowest bid was received from AMG Contractors LLC in the amount of \$911,138.21 with an Alternate Bid of \$896,138.21. The next bid is from CGC General Contractors in the amount of \$923,723 with no alternate bid. The highest bid was from WR Griggs in the amount of \$1,672,000 with an Alternate Bid of \$1,642,000.

City staff along with Josue Burguete, AIA with Nuclios Architecture have evaluated all bid packages and determined that all bids are extremely high and significantly higher than the budget. Therefore, the recommendation is to reject all bids.

Staff will work with the architect to apply value engineering to the design to align the building with the budget and rebid the project.

Action:

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

Cost: reject all bids	
Budgeted	\$480,000
Actual	
Acct. Name	
Acct. Fund	
Other Funding	
Strategic Goal #	1, 2, 3 & 4

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

Staff Recommended Motion:

The recommended motion is to reject all bids received on December 2, 2025, for the construction of a new restroom, office and entrance at the Live Oak Municipal Swimming Pool.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LIVE OAK, TEXAS, REJECTING ALL BIDS RECEIVED FOR THE CONSTRUCTION OF A NEW RESTROOM, OFFICE AND ENTRANCE AT THE LIVE OAK MUNICIPAL SWIMMING POOL (“MUNICIPAL SWIMMING POOL PROJECT”); AND PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Live Oak issued a competitive sealed bid for the Municipal Swimming Pool Project and received a total of three (3) bids through a competitive sealed bidding process for the construction of a new restroom, office and entrance at the Live Oak Municipal Swimming Pool Project on Tuesday December 2, 2025; and

WHEREAS, after a public opening of the bids, the review and evaluation by City Staff as it pertains to the request for proposal, all bids were determined to be substantially higher than the approved project budget and awarding a contract based on such bids would not be in the best interests or best value for the City; and

WHEREAS, after consideration and review of the City Staff evaluation, the assessment of the relative importance of price and other evaluation factors in the request for proposals, and competitive sealed bid proposal as issued, the City Council finds it necessary and appropriate to reject all bids and direct staff to assess alternatives for delivery of the project.

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

Section 1. All bids received for the Municipal Swimming Pool Project are hereby rejected.

Section 2. City Staff shall return to the City Council with recommendations for the next steps at a future meeting.

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, APPROVED, and ADOPTED on this _____th day of December 2025.

CITY OF LIVE OAK, TEXAS

Mary M. Dennis, Mayor

ATTEST:

APPROVED AS TO FORM:

Isa Gaytan, City Secretary

City Attorney



Meeting Date: December 9, 2025

Agenda item: 6F

Prepared by: I. Gaytan, City Secretary

Reviewed by: A. Garfaoui, City Manager

Department: Administration

Agenda Item Description:

Discussion and possible action regarding an Ordinance amending Chapter 2, Article I of the Code of Ordinances by adding new sections related to the time limits and responses under the Texas Public Information Act.

Staff Briefing:

This proposed Ordinance will update the City's procedures to ensure compliance with the state requirements governing responses to repetitive or redundant requests under 552.232. This will also allow for cost recovery limits and time expended thresholds for processing open records requests under 552.275.

Action:

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

Cost: NA	
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 the Ordinance as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE I- OF THE CODE OF ORDINANCES, CITY OF LIVE OAK, TEXAS BY ADDING NEW SECTIONS ESTABLISHING MONTHLY AND ANNUAL TIME LIMITS ON TIME SPENT BY CITY PERSONNEL ON RESPONDING TO A REQUESTOR OF PUBLIC INFORMATION; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Live Oak (“City”) is a home rule municipality operating under the laws of the State of Texas; and

WHEREAS, the Texas Public Information Act, Chapter 552, Texas Government Code (“the Act”) gives the public the right to request access to government information; and

WHEREAS, the Act authorizes the City Council to charge and to require payments from requestors before complying with certain requests for production of public information or for copies of public information; and

WHEREAS, in 2017, the Texas Legislature, in recognition of the fact that a municipality may expend significant resources in responding to requests for public information without recovering its costs, amended Section 552.275 of the Act, which authorizes the City Council of the City to establish reasonable monthly and yearly limits on the amount of time that personnel of the City are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time; and

WHEREAS, Section 552.275 of the Act provides that a yearly time limit established may not be less than 36 hours for a requestor during the 12-month period that corresponds to the fiscal year of the governmental body, and a monthly time limit may not be less than 15 hours for a requestor for a one-month period; and authorizes the City to require requestors exceeding those time limits to pay for the City’s costs before the City will process the request if the City has sent a written cost estimate; and

WHEREAS, harassing, repetitive, and/or redundant public information requests asking for a large amount of information (known as vexatious requests) can impose great financial and time burdens on the City, as vexatious requests typically require City personnel to divert their time spent on normal tasks to locate, compile, and reproduce the requested information and is recognized in Section 552.232; and

WHEREAS, the City Council desires to adopt a policy in this regard to provide a method of maximizing its human and financial resources while striking a reasonable balance with the obligation of the City to make available public information, and has determined that 36 hours is a reasonable yearly time limit and 15 hours is a reasonable monthly time limit to be imposed under Section 552.275.

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

Section 1. Findings. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 2. Chapter 2, Article I - ADMINISTRATION of the Live Oak Code is hereby amended by adding a new Section 2-6 as shown in attached Exhibit "A" and incorporated herein for all purposes.

Section 3. The provisions of this Ordinance shall be cumulative of all ordinances not repealed by this Ordinance and ordinances governing or regulating the same subject matter as that covered herein. This Ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

Section 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance be severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance and the remainder of this Ordinance shall be enforced as written.

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

Section 6. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, as amended.

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

Section 8. This Ordinance takes effect immediately upon adoption any publication requirements as may be required by governing law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Live Oak, Texas, on this _____ day of _____ 2025.

CITY OF LIVE OAK, TEXAS

By: _____
Mary M. Dennis, Mayor

ATTEST:

APPROVED AS TO FORM:

Isa Gaytan, City Secretary

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE &

Exhibit A

Sec. 2-6. Processing public information requests in compliance with Sections 552.232 and 552.275, Texas Government Code.

(a) Definitions.

- (1) *Public Information*. All information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official city business by the City Council or by any employee of the City. It also includes data the City owns or has a right of access to but was prepared or stored by a third party. The definition of “public information” applies to and includes to any electronic communication created, transmitted, received, or maintained on any device. This term shall be construed in accordance with the provisions of the Act as set forth in Tex. Gov’t Code Chapter 552, as may be amended.
- (2) *Public Information Officer* and/or *PIO*. The City Secretary or Designee.
- (3) *Requestor*. A person who submits a written request to the City of Live Oak for inspection or copies of public information.
- (4) *Repetitious or Redundant Requests*. The request is “repetitious or redundant” if it seeks information previously provided or made available to the same requestor within the last six (6) months and no significant change has occurred in the information.
- (4) *TPIA*. The Texas Public Information Act, Chapter 552, Texas Government Code.
- (5) *Vexatious Requestor*. A person who abuses the Texas Public Information Act (TPIA) by sending frequent and/or voluminous TPIA requests to the City, to disrupt the operations of City business defined in Sections 552.232 and 552.275 of the Texas Government Code.

(b) Policy.

- (1) Repetitious or Redundant Requests (Section 552.232)
 - (a) Upon receipt of a repetitious or redundant request, the PIO shall issue a written certification to the requestor that copies of all or part of the requested information, as applicable, were previously furnished to the requestor or made available to the requestor after payment of any applicable charges. The written certification shall

include the following:

- (1) a description of the information for which copies have been previously furnished or made available to the requestor;
 - (2) the date that the City received the requestor's original request for that information;
 - (3) the date that the City previously furnished copies of or made available copies of the information to the requestor;
 - (4) a certification that no subsequent additions, deletions, or corrections have been made to that information; and
 - (5) the name, title, and signature of the PIO or the PIO's designee making the certification.
- (b) The PIO shall notify the requestor that the information will be provided again at a charge for costs in accordance with the TPIA.
- (c) If the requestor does not respond within 30 days, the request is considered withdrawn.
- (2) Requests That Require Large Amounts of Employee or Personnel Time.
- (A) That in accordance with Section 552.275, the City Council establishes an annual time limit of 36 hours and a monthly time limit of 15 hours as the amount of time that employees are required to devote without charge to produce public information for inspection or duplication or providing copies of public information to any one requestor. This annual time limit shall apply to each twelve (12) month period commencing each fiscal year beginning October 1, effective with the date of adoption of this policy.
- (B) Notification.
- (1) That the City Secretary or the City Secretary's designee shall provide the requestor with a written statement of the amount of personnel time spent complying with each request and the cumulative amount of time spent complying with requests from that requestor during the applicable twelve-month period. The time spent preparing the written statement of total time spent may not be included.
 - (2) When the time spent on responding to a particular requestor's requests equals or exceeds the time limit imposed by Section (2)(A) the City Secretary or the City Secretary's designee shall provide the requestor with a written estimate of the total

cost, including materials, personnel time, and overhead expenses necessary to comply with the request, even if the requestor intends to only inspect the documents. The estimate must be provided on or before the tenth (10th) day after the date on which the public information was requested. The amount of the cost shall be established by rules prescribed by the Attorney General.

- (3) If the City Secretary or the City Secretary's designee determines that additional time is required to prepare the written estimate of costs required by Section (2)(B)(2) and provides the requestor with a written statement of that determination, the City Secretary or the City Secretary's designee must provide the written estimate of costs required by Section (2)(B)(2) as soon as practicable, but on or before the 10th day after the date the City provides the written statement that additional time is required.
- (4) Notwithstanding any provision of this section to the contrary, any requester of public information will be charged personnel costs in accordance with Tex. Gov't Code Ann. § 552.275 for all time in excess of thirty-six (36) hours in any given twelve-month period commencing on October 1 of each year or fifteen (15) hours in a given monthly period commencing on the 1st date of each month, spent by personnel of the City in producing public information for inspection or duplication by a Requester , or providing copies of public information to a requester. The City Secretary shall be responsible for providing all notices to the Requester as required by law, including written statements of accrued time required by Tex. Gov't Code Ann. § 552.275(d) and written estimates of charges required by Tex. Gov't Code Ann. § 552.275(e).

(C) Response to Notification

- (1) After the City Secretary or the City Secretary's designee has provided the requestor with the written estimate of costs under Section 2, the requestor may respond within ten (10) days of receiving the estimate by submitting a written statement in which the requestor commits to pay the lesser of:
 - (a) the actual costs incurred in complying with the requestor's request, including the cost of materials and personnel time and overhead; or
 - (b) the amount stated in the written statement provided.

- (2) If the requestor fails or refuses to submit the written statement of commitment to pay, the requestor shall be considered to have withdrawn the requestor's pending request for public information.
 - (3) A requestor must pay the amount in the City's written cost estimate before the City will process the request if the requestor has exceeded the monthly or annual time limit.
 - (4) A requestor who has exceeded a limit established by the City may not inspect public information in paper record or electronic medium on behalf of another requestor unless the requestor who exceeded the limit has paid certain written cost estimates issued by the City.
 - (5) The City may request a photo identification from a requestor for the sole purpose of establishing that the requestor has not exceeded a time limit established by the City. A request for photo identification must include the written statement as described in Section (2)(B)(4) above, and a statement that describes a specific reason why a photo identification is required. The City shall accept as proof of a requestor's identification a requestor's identification, physical presentment of photo identification or an image of the photo identification that is transmitted electronically or through mail. A requestor from whom a photo identification is requested by the City may decline to provide the identification and obtain the requested information by paying the charge assessed in the written cost statement.
 - (6) If the requestor has made previous TPIA requests in which the City: (1) has located and compiled documents in response to those requests; (2) sent written cost estimates that remain unpaid; and (3) the requests have not be withdrawn on the date the requestor submits a new request, the City is not required to locate, compile, produce or provide copies of documents or prepare a written cost estimate until the date the requestor pays each unpaid cost estimate in connection with any previous requests or the previous requests are withdrawn.
- (D) Any time spent complying with a request in the name of a minor is to be included in the calculation of the cumulative amount of time spent complying with a request for public information by a parent, guardian, or other person who has control of the minor under a court order and with whom the minor resides, unless that parent, guardian or other person establishes that another person submitted that request in the name of the

minor.

(E) Inapplicable

- (1) This Policy does not apply if the requestor is an individual who, for a substantial portion of the individual's livelihood or for substantial financial gain, gathers, compiles, prepares, collects, photographs, records, writes, edits, reports, investigates, processes, or publishes news or information for and is seeking the information for:
 - (a) a radio or television broadcast station that holds a license issued by the Federal Communications Commission;
 - (b) a newspaper that is qualified under Section 2051.044 of the Texas Gov't Code to publish legal notices or is a free newspaper of general circulation and that is published at least once a week and available and of interest to the general public in connection with the dissemination of news; or
 - (c) a newspaper of general circulation that is published on the Internet by a news medium engaged in the business of disseminating news or general information to the general public; or
 - (d) a magazine that is published at least once a week or on the internet by a news medium engaged in the business of disseminating news or information to the general public.
- (2) This Policy does not apply if the requestor is a representative of a publicly funded legal services organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as amended, by being listed as an exempt entity under Section 501(c)(3) of that code.
- (3) This Policy does not apply if the requestor is an elected official of the United States, this state, or a political subdivision of this state.
- (4) This Policy does not apply to any other requestors that are specifically exempted by Section 552.275 of the Act, as may be amended.
- (5) This Policy does not replace or supersede other sections of the TPIA and does not preclude the City from charging for cost of labor in response to a request for copies or a request for inspection for which a charge is authorized under another section of the TPIA. The limit established in this Policy applies to all requestors equally except as exempted by the TPIA.

(c) Accountability. The Office of the City Secretary will maintain and enforce this policy. It shall be the City Secretary's responsibility to enforce the policy equally to all requestors except as exempted by the TPIA, to provide detailed statements, and to maintain a record of the cumulative amount of time each requestor has accrued towards the established limit per fiscal year. The City Secretary is hereby expressly authorized to implement additional policies and procedures relative to the handling of requests for public information that are not inconsistent with the TPIA and the City Code.

DRAFT



Meeting Date: December 9, 2025

Agenda item: 6G

Prepared by: I. Gaytan, City Secretary

Reviewed by: A. Garfaoui, City Manager

Department: Administration

Agenda Item Description:

Discussion and possible action regarding an Ordinance amending various sections of Chapter 2, Article III, Division 4 - Ethics Regulations related to the review board, review of complaints, and other related matters.

Staff Briefing:

This agenda item is related to the updates made to the Ethics Regulations in the Code of Ordinances as they pertain to Ethics Review Board, review, penalties, and compliance for ethics complaints among other pertinent revisions. The proposed revisions are included in the attached draft Ordinance for your review.

Action:

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

Cost: NA	
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 the Ordinance as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, DIVISION 4, ETHICS REGULATIONS OF THE CODE OF ORDINANCES, CITY OF LIVE OAK, TEXAS BY AMENDING SECTIONS AND ADDING NEW SECTIONS FOR ETHICS REVIEW BOARD AND COMPLAINTS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Live Oak (“City”) is a home rule municipality operating under the laws of the State of Texas; and

WHEREAS, the City desires for all of its citizens to have confidence in the integrity, independence, and impartiality of those who act on their behalf in government and has previously established a Code of Ethics and associated regulations and processes and procedures; and

WHEREAS, the City, after review of the Ethics Regulations, recognizes that there is a need to improve the process and procedures for the Ethics Regulations and it is in the best interests of its citizens to make amendments to the Code of Ordinances related to Ethics Regulations.

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

Section 1. Findings. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 2. Chapter 2, Administration, Article III, Division 4 of the Live Oak Code of Ordinances is hereby amended by designating the sections deleted as ~~struckthrough~~ and added sections as underlined in attached Exhibit “A” and incorporated herein for all purposes.

Section 3. The provisions of this Ordinance shall be cumulative of all ordinances not repealed by this Ordinance and ordinances governing or regulating the same subject matter as that are covered herein. This Ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

Section 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance be severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance and the remainder of this Ordinance shall be enforced as written.

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

Section 6. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose

of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, as amended.

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

Section 8. This Ordinance takes effect immediately upon adoption any publication requirements as may be required by governing law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Live Oak, Texas, on this _____ day of _____ 2025.

CITY OF LIVE OAK, TEXAS

By: _____
Mary M. Dennis, Mayor

ATTEST:

APPROVED AS TO FORM:

Isa Gaytan, City Secretary

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE &
ZECH, P.C., City Attorney

“Exhibit A”

Sec. 2-87. Ethics review board.

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EXHIBIT A

Sec. 2-87. Ethics review board.

(a) *Structure of the ethics review board.*

- (1) *Establishment.* There is hereby established an ethics review board, which shall have the powers and duties specified in this division.
- (2) *Composition.* The ethics review board shall consist of five members. Each member of the city council shall nominate one member of the board. Each nominee must be confirmed by a majority of city council members. Nomination and confirmation of board members shall be conducted at open meetings of the city council.
- (3) *Terms of office.* Board members shall be appointed to two-year terms. Initial appointments shall be made so that terms are staggered. No member shall serve for more than three two-year terms.
- (4) *Qualifications.* Members of the board shall have good moral character and shall be residents of the city. No member of the board shall be:
 - a. A salaried city official or employee;
 - b. An elected public official;
 - c. A candidate for elected public office;
 - d. An officer of a political party; or
- (5) *Removal.* Members of the ethics review board may be removed from office for cause by a majority of the city council only after a public hearing at which the member was provided with the opportunity to be heard. Grounds for removal include: failure to satisfy, or to continue to satisfy, the qualifications set forth in subsection (4); substantial neglect of duty; gross misconduct in office; inability to discharge the powers or duties of office; or violation of any provision in this division.
- (6) *Vacancies.* A vacancy shall be filled by a person who will serve for the remainder of the unexpired term. The appointment shall be made by the member of city council who is entitled to make appointments to the seat that was vacated, and must be confirmed by a majority of the city council.
- (7) *Recusal.* A member of the ethics review board shall recuse himself or herself from any case in which, because of familial relationship, employment, investments, or otherwise, his or her impartiality might reasonably be questioned. A board member may not participate in official action on any complaint:
 - a. That the member initiated;
 - b. That involves the member of city council who nominated him or her for a seat on the ethics review board; or
 - c. During the pendency of an indictment or information charging the member with an offense, or after a finding of guilt of such an offense.

If the number of board members who are recused from a case is so large that an ethics panel cannot be constituted, as provided for in subsection (a), the city council shall nominate a sufficient

EXHIBIT A

number of ad hoc members so that the case can be heard. Ad hoc members of the ethics review board must be confirmed by a majority vote of the city council and serve only for the case in question.

(8) *Chair and vice-chair.* ~~Each year,~~ The board shall meet and elect a chair and a vice-chair from among its members at the first Ethics Review Board meeting of the year, who will serve one-year terms and may be re-elected. The chair or a majority of the board may call a meeting of the board. The chair shall preside at meetings of the ethics review board and perform other administrative duties. The vice-chair shall assume the duties of the chair in the event of a vacancy in that position.

(9) *Reimbursement.* The members of the ethics review board shall not be compensated but shall be reimbursed for reasonable expenses incurred in the performance of their official duties.

(b) *Jurisdiction and powers.*

(1) *Jurisdiction.* The ethics review board shall have jurisdiction to investigate and make findings and recommendations concerning:

- a. Any alleged violation of this division;
- b. Any alleged violation of [section 12.01](#) of the City Charter;
- c. Any alleged violation of V.T.C.A., Local Government Code ch. 171;
- d. Any alleged violation of V.T.C.A., Local Government Code ch. 176;
- e. Any alleged violation of V.T.C.A., Penal Code §§ 36.02, 36.08, 39.02 and 39.06(a); and
- f. Any alleged violations of V.T.C.A., Government Code ch. 553.

The board shall not consider any alleged violation that occurred more than two years prior to the date of the filing of the complaint or more than two years after the complainant discovered or should have discovered the alleged violation.

(2) *Termination of city official or employee's duties.* The termination of a city official's or employee's duties does not affect the jurisdiction of the ethics review board with respect to alleged violations occurring prior to the termination of official duties.

(3) *Powers.* The ethics review board has power to:

- a. Establish, amend, and rescind rules and procedures governing its own internal organization and operations, consistent with this division;
- b. Meet as often as necessary to fulfill its responsibilities;
- c. Designate ethics panels with the power to render decisions on complaints or issue advisory opinions on behalf of the board;
- d. Request from the city manager through the city council the appointment of such staff as is necessary to carry out its duties;
- e. Review, index, maintain on file, and dispose of sworn complaints;
- f. Make notifications, extend deadlines, and conduct investigations;
- g. Render, index, and maintain on file advisory opinions;

EXHIBIT A

- h. Provide assistance to the ethics compliance officer of the city in the training and education of city officials and employees with respect to their ethical responsibilities;
- i. Prepare an annual report and recommend to the mayor and city council needed changes in ethical standards or procedures; and
- j. Take such other action as is necessary to perform its duties under this division.

(c) *Ethics compliance officer.*

- (1) *City attorney's office.* The city attorney or an attorney chosen by the city council shall serve as the ethics compliance officer for the city. The ethics compliance officer shall:

- a. Receive and promptly review to the ethics review board complaints and responses filed with the city secretary;
- b. Investigate, marshal, and present to the ethics review board the evidence bearing upon a complaint;
- c. Act as legal counsel to the ethics review board;
- d. Review complaints for legal sufficiency and compliance with the Code requirements and dismiss such complaints for non compliance;
 - i. If Ethics compliance officer determines the complaint is not compliance with the Code or legally sufficient, they shall advise the Complainant within five (5) business days in writing.
- e. Recommend acceptance or rejection of complaint made to the ethics review board based on the determination of legal sufficiency and compliance with the Code who shall ensure the board holds a meeting and determine whether to accept or reject the complaint within thirty (30) days of receipt of the recommendation;
- f. Issue advisory opinions to city officials and employees about the requirements imposed by the ethics laws; and
- g. Be responsible for the training and education of city officials and employees with respect to their ethical responsibilities.

At least once each year, the ethics compliance officer shall cause to be distributed to each city official and employee a notice setting forth the duties of the ethics review board and the procedures for filing complaints. The ethics compliance officer shall also ensure that such notices are posted in prominent places in city facilities.

- (2) *Outside independent counsel.* An independent outside attorney, who does not otherwise represent the city, shall be appointed by the city council at the recommendation of the city attorney, to serve as the ethics compliance officer for a particular case:
- a. When a complaint is filed relating to an alleged violation of the ethics laws by:
 - 1. The mayor or a member of the city council; or
 - 2. A city employee who is a department head or of higher rank.
 - b. When the ethics review board, at the recommendation of the city attorney, requests such an appointment; or

EXHIBIT A

- c. When requested by the city attorney.
- d. Outside independent counsel shall:
 - 1. Review complaints for legal sufficiency and compliance with the Code requirements;
 - i. If outside independent counsel determines the complaint is not compliance with the Code or legally sufficient, they shall advise the Complainant within five (5) business days in writing;
 - 2. Recommend acceptance or rejection of complaint made to the ethics review board based on the determination of legal sufficiency and compliance with the Code and shall ensure the board holds a meeting and determine whether to accept or reject the complaint within thirty (30) days of receipt of the recommendation.

(3) *Exculpatory evidence.* The ethics compliance officer shall disclose to the ethics panel and provide to the person charged with violating the ethics laws evidence known to the ethics compliance officer tending to negate guilt or mitigate the seriousness of the offense.

(4) *Notice of charges.* The city attorney shall consider whether the facts of the case establish a violation of any provision in the ethics laws, regardless of which provisions, if any, were identified in the complaint as having been allegedly violated. However, before the city attorney may find that a violation of a particular rule [has occurred]; the person charged in the complaint must be on notice that compliance with that rule is in issue and must have an opportunity to respond. Notice is conclusively established: if the complaint alleged that the rule was violated; if compliance with the rule is raised by a member of the board or the ethics compliance officer as a disputed issue at a hearing before the ethics panel; or if the board or the ethics compliance officer provides the person charged in the complaint with written notice of the alleged violation and a seven-day period within which to respond in writing to the charge.

(5) *Scheduling of a hearing.* Regardless of whether the complainant or the person charged in the complaint requests a hearing, the ethics panel has discretion to decide whether to hold a hearing.

(6) *Ex parte communications.* It is a violation of this division:

- a. For the complainant, the person charged in the complaint, or any person acting on their behalf to engage or attempt to engage, directly or indirectly, in ex parte communication about the subject matter of a complaint with a member of the ethics panel, any other member of the ethics review board, or any known witness to the complaint; or
- b. For a member of an ethics panel or any other member of the ethics review board to:
 - 1. Knowingly entertain an ex parte communication prohibited by subsection b.1. of this rule; or
 - 2. Communicate directly or indirectly with any person, other than a member of the ethics review board, its staff, or the ethics compliance officer, about any issue of fact or law relating to the complaint.

EXHIBIT A

(7) *Duty to cooperate.* All city officials and employees shall cooperate with the ethics review board and shall supply requested testimony or evidence to assist it in carrying out its charge. Failure to abide by the obligations imposed by this subsection is a violation of this section.

(d) *Complaints.*

(1) *Filing.* Any person (including a member of the ethics review board or its staff, acting personally or on behalf of the board) who believes that there has been a violation of the ethics laws may file a sworn complaint with the city secretary.

(2) *Confidentiality.* No city official or employee shall reveal information relating to the filing or processing of a complaint except as required for the performance of official duties. Ex parte communications by members of the ethics review board are prohibited by subsection (c)(6). All papers relating to a pending complaint are confidential.

(3) *Notification.* A copy of a complaint shall be promptly forwarded by the city secretary to the ethics compliance officer and to the person charged in the complaint. The person charged in the complaint shall also be provided with a copy of the ethics rules and shall be informed that:

a. Within 14 days of receipt of the complaint, he or she may file a sworn response with the city secretary;

b. Failure to file a response does not preclude the ethics review board from adjudicating the complaint;

c. A copy of any response filed by the person charged in the complaint will be provided by the city secretary to the complainant, who may within seven days respond by sworn writing filed with the city secretary, a copy of which shall be provided by the city secretary to the person charged in the complaint;

d. The person charged in the complaint may request a hearing; and

e. City officials and employees have a duty to cooperate with the ethics review board.

(4) Inquiries. The city secretary shall serve as the point of contract for the City regarding the process for filing a complaint. ~~Assistance. The city secretary shall provide information to persons who inquire about the process for filing a complaint.~~

(5) The complaint must be accompanied by an affidavit stating that the information contained in the complaint is either true and correct or that the complainant has good reason to believe and does believe that the facts alleged constitute a violation of the ethics code. If the complaint is based on information and belief, the complaint shall state the source and basis of the information and belief. The complainant shall swear to the facts by oath before a notary public or other person authorized by law to administer oaths under penalty of perjury. A complaint that is not sworn as required shall not be forwarded to the Ethics Compliance Officer but shall be returned to the complainant.

(6) The complaint shall:

a. Identify the person or persons who allegedly committed the violation;

b. Provide a statement of the facts on which the complaint is based; and

EXHIBIT A

c. To the extent possible, identify the rule or rules allegedly violated.

The complainant may also recommend other sources of evidence that the ethics review board should consider and may request a hearing.

A complaint filed in good faith is qualifiedly privileged. A person who knowingly makes a false statement

in a complaint, or in proceedings before the ethics review board, is subject to criminal prosecution for

perjury or civil liability for the tort of abuse of process.

(7) Frivolous complaint.

(A) For purposes of this section, a "frivolous complaint" is a sworn complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.

(B) By a vote of at least two-thirds ($\frac{2}{3}$) of those present, the Ethics review board may order a complainant to show cause why the board should not determine that the complaint filed by the complainant against a respondent is a frivolous complaint.

(C) In deciding if a complaint is frivolous, the board will be guided by the Texas Rules of Civil Procedure, Rule 13, and interpretations of that rule, and may also consider:

a. The timing of the sworn complaint with respect to when the facts supporting the alleged violation became known or should have become known to the complainant, and with respect to the date of any pending election in which the respondent is a candidate or is involved with a candidacy, if any;

b. The nature and type of any publicity surrounding the filing of the sworn complaint, and the degree of participation by the complainant in publicizing the fact that a sworn complaint was filed with the board;

c. The existence and nature of any relationship between the respondent and the complainant before the complaint was filed;

d. If respondent is a candidate for election to office, the existence and nature of any relationship between the complainant and any candidate or group opposing the respondent;

e. Any evidence that the complainant knew or reasonably should have known that the allegations in the complaint were groundless; and

f. Any evidence of the complainant's motives in filing the complaint.

(D) Notice of an order to show cause shall be given to the complainant, with a copy to the respondent, and shall include:

a. An explanation of why the complaint against a respondent appears to be frivolous; and

b. The date, time, and place of the hearing to be held under this section.

EXHIBIT A

- (E) Before making a determination that a sworn complaint against a respondent is a frivolous complaint, the Ethics Review board shall hold a hearing at which the complainant may be heard; the complainant may be accompanied by counsel retained by the complainant.
- (F) By a record vote of at least two-thirds ($\frac{2}{3}$) of those present after the hearing under subsection (E) of this section, the Ethics review board may determine that a complainant filed a frivolous complaint against a respondent and may recommend sanctions against that complainant.
- (G) Sanctions for filing frivolous complaints.
- (1) Before imposing a sanction for filing a frivolous complaint, the board shall consider the following factors:
- a. The seriousness of the violation, including the nature, circumstances, consequences, extent, and gravity of the violation;
 - b. The sanction necessary to deter future violations; and
 - c. Any other matters that justice may require.
- (2) The Board may impose the following sanctions:
- a. A civil penalty of not more than five hundred dollars (\$500.00);
 - b. Imposition of attorneys' fees incurred by the respondent of the frivolous complaint;
 - c. Any other sanction permitted by law.



Meeting Date: December 9, 2025

Agenda item: 6H

Prepared by: R. Ruthven, ACM

Reviewed by: A. Garfaoui, City Manager

Department: Administration

Agenda Item Description:

Discussion and possible action regarding a Resolution authorizing a professional services agreement with BB Inspection Services.

Staff Briefing:

The purpose of this item is to approve a new contract with BB Inspection Services. The current contract, which contains a three-year term, expires at the end of December 2025. BB Inspection Services currently provides building permitting and inspection services for the City of Live Oak.

History:

The City of Live Oak and BB Inspection Services entered into an initial agreement in July 2019. Between July 2019 and the fall of 2022 they were providing supplemental services on an as needed basis. In 2022, the Development Services department encountered operational failures and organizational issues that necessitated a holistic review of departmental service delivery. In the fall of 2022, organizational changes were made to the Development Services department and a new contract was presented and approved by the City Council on December 13, 2022 expanding the scope of work for BB Inspection Services to include administration of all building and health permitting and inspections for the City.

Contract Terms and Performance Measures:

BB Inspection Services provides embedded, turnkey permitting and inspections services for the City. Per the contract terms, they provide on-site staff for customer service, P&Z development applications, building, fire and health permit intake, plan reviews, permitting, inspections, and permit administration. Currently, minimum staffing provided by BB Inspections Services includes permit clerks, building and health inspector(s), and a building official. However, staffing may increase as needed due to changes in workload or development activity.

The current contract specifies that compensation to BB Inspection Services is 65% of the fees generated from Development Services. However, the current contract excludes any fire related permit and inspection fees as this service is handled by the Fire department. However, the proposed contract adds Fire permitting fees to the compensation for BB Inspection Services as they will begin performing development related Fire permitting and inspections for the City as part of a “one stop shop” business approach to providing more effective service. The scope of work in the contract already includes the ability to provide this service.

Regarding performance measures, the contract requires the following performance metrics:

BB Inspection Services, Performance Standards		
Phone calls and email inquiries	24 Hours	
Building Inspections	Next day (deadline to schedule 3:30PM)	
Plan Review Turnaround Times		
Project Type	Initial Review	Re Review
New Single Family Residential	10 Business Days	5 Business Days
Residential Remodel/Improvements	10 Business Days	5 Business Days
Apartments/Multi Family	20 Business Days	10 Business Days
Commercial Review < \$15M	15 Business Days	5 Business Days
Commercial Review > \$15M	20 Business Days	10 Business Days

Action:

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

Cost: 65% of development permit fee revenues	
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:

The recommended motion is to approve the Resolution as presented.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR THE PURPOSE OF PROVIDING SUPPORT TO THE DEVELOPMENT SERVICES DEPARTMENT WITH BB INSPECTIONS SERVICES; AND AUTHORIZING ANY ADDITIONAL ACTIONS REASONABLY NECESSARY THEREWITH; PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Live Oak has determined that it is necessary to contract for administration services as it relates to Development Services Department to better serve its citizens and protect the public health, safety and welfare of them and the City; and

WHEREAS, the City staff determined BB Inspections Services is a highly qualified provider based on competence and qualifications and negotiated a fair and reasonable price which meets the qualifications for providing the necessary services; and

WHEREAS, BB Inspections Services meets the requirements for Chapter 252 of the Government Code, Purchasing and Contracting Authority of Municipalities; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve a new Professional Services Agreement by and between BB Inspections Services and the City of Live Oak, for the purpose of providing administrative support to the Development Services Department.

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 the Professional Services Agreement as set out in **Exhibit "A"**.

Section 2. The City Manager, or his designee, is hereby authorized to execute the Professional Services 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 ADOPTED, this _____ day of _____, 2025.

CITY OF LIVE OAK, TEXAS

Mary M. Dennis , Mayor

ATTEST:

Isa Gaytan, City Secretary

APPROVED AS TO FORM:

City Attorney

“EXHIBIT A”

PROFESSIONAL SERVICES AGREEMENT

CITY OF LIVE OAK
PROFESSIONAL SERVICES AGREEMENT FOR INSPECTION SERVICES

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

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

Section 1. Duration. This Agreement shall become effective on January 1st , 2026 and shall remain in effect for three (3) years as outlined in the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

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

(B) The Quality of Services provided under this Agreement shall be 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.

(E) The Professional will be held to specific performance standards as outlined in Exhibit “B” on a monthly and annual basis, the Professional shall provide a report that is in a form acceptable to the City of Live Oak and will meet with the City Manager or his designee. The reports must document how the Professional is providing the various services in an effective and efficient manner.

Section 3. Compensation.

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

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

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

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

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

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

the Professional.

Section 5. Time of Completion.

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

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:

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.

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.

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

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

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

Section 7. Miscellaneous Provisions.

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

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

(C) *Professional's Seal.* To the extent that the Professional has a professional seal, it shall 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 Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

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

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

the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination 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.

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.

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.

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

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

25. Boycott Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not

Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

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

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

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,

28. 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 _____, 2025.

CITY:

By: _____
Name: _____
Title: _____

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”

Scope of Work

Scope of Work

This Scope of Work is for the initial 3 year term and is based upon a Full Services (100% outsourced) approach in which the Professional is providing all necessary staff to perform the scope of services and meet the performance measures as listed in Exhibit C:

General Services Scope

- Open front doors to Development Services at the City and provide customer service Monday thru Friday, except on City holidays.
- Staff the Development Services Office.
- Provide necessary on-site personnel, equipment and vehicles to ensure the successful and comprehensive administration of the services as assigned. This includes, but is not limited to, computer systems, office equipment and supplies, copiers, fax machine, vehicles and necessary computer infrastructure for in-field operations.
- Provide information, resources and assistance as needed to City staff, other agencies, citizens and businesses related to Development Services
- Staff on-call for emergency situations.
- Make recommendations on enhancements of existing practices, policies, codes, and Ordinances to improve the Development Services Department.
- Provide monthly reports on a date for recurring monthly meetings between the City and the Consultant.
- Maintain policies, procedures, and documents necessary to implement the Building Plan Review and Inspection Services as developed by the City.
- Work collaboratively with the City Manager's or his designee on managerial oversight, support, and administrative overhead.
- Maintain and update various applications and informational materials regarding building permits on the City's Website in coordination with City staff.
- Track, measure, and report on performance standards as agreed upon by contract.
- Attend any City's emergency response and safety training sessions sponsored by the City on an as needed basis.
- Attend regular department meetings, as well as other meetings as requested by the City Manager or his designee.
- Provide statistical and narrative information needed for the City's Annual Budget and Annual Comprehensive Financial Report.

- Attend City Council, Homeowner Association, Civic Association and other organization meetings to discuss and explain local regulations, policies, services, and practices on an as needed basis.
- Provide ongoing research, information, and recommendations to improve the efficiency and effectiveness of the Building, Plan Review and Inspection Services.
- Coordinate and participate in necessary enforcement actions with City Manager, Code Enforcement, City Engineer, Fire Department (Fire Inspector and Fire Chief), City Attorney, City Prosecutor, and Municipal Court.
- Administer and manage the City's building permit and inspections software system.

Building Services Scope

- Provide on-site staff for customer service, P&Z development applications, building/fire permit intake, plan reviews, permitting, inspections, and permit administration.
- Issuance of building permits and collection of fees including maintenance of electronic and "hard copy" of all permits issued including category and fees paid through City's implemented permitting software.
- Perform Chief Building Official (CBO) duties, including the interpretation, application, and enforcement of building codes as the Authority Having Jurisdiction (AHJ).
- Enforce the applicable building code to appropriate conclusion.
- Serve as project manager for building plan reviews. This includes coordination and review of building and fire permit plans with other appropriate Departmental Divisions, including Engineering, Public Works, or designated City Departments. This includes issuing a single-set of comments for the entire department, including comments from other divisions, and acting as a lead point of contact with the applicant.
- Provide equipment for and perform computerized inspections in the field utilizing the City's implemented permitting software.
- Develop and provide electronic plans review option to applicants.
- Work with applicable City staff to enable and provide on-line submittal and payment of over the counter permits through the City's implemented permitting software.

Contractor Registration Scope

- Provide on-site staff for customer service, field inspections and revenue collection services in the administration of the City's Contractor Registration program.
- Ensure compliance of contractor's liability and workers compensation insurance requirements as required under this Agreement.
- Maintain the City's database of registered contractors using the City's implemented permitting software.

- Maintain detailed records of each registered contractor.
- Perform field inspections to identify unregistered contractors and subcontractors.
- Work with applicable Staff to go-live with on-line registration application and payment with City's implemented permitting software.

“Exhibit B”

Performance Measures

PERFORMANCE MEASURES

The Professional will be held to specific performance standards. On a monthly and annual basis, the Consultant shall provide a report that is in a form acceptable to the City of Live Oak and will meet with the City Manager or his designee. The reports must document how the Consultant is providing the various services in an effective and efficient manner.

Consultant shall meet the following performance standards for any permits applied for on or after the effective date of this Contract:

BB Inspection Services, Performance Standards		
Phone calls and email inquiries	24 Hours	
Building Inspections	Next day (deadline to schedule 3:30PM)	
Plan Review Turnaround Times		
<u>Project Type</u>	<u>Initial Review</u>	<u>Re Review</u>
New Single Family Residential	10 Business Days	5 Business Days
Residential Remodel/Improvements	10 Business Days	5 Business Days
Apartments/Multi Family	20 Business Days	10 Business Days
Commercial Review < \$15M	15 Business Days	5 Business Days
Commercial Review > \$15M	20 Business Days	10 Business Days

“Exhibit C”

Compensation for Services

COMPENSATION FOR SERVICES

The amount indicated in the below “Costs” column shall be the Professional’s complete Compensation for Professional’s performance of Services under the Contract and (i) all materials, equipment, labor, training, delivery, installation, overhead, (ii) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Services.

The City shall pay Professional for successful Full Scope Services as outlined in Exhibit “A” as follows, which shall be calculated from the adopted City of Live Oak fee schedule, and which shall include development related Fire permitting and inspection fees:

Service Fees	
Cost:	Inspection/Review Type:
65% of Permit & Issuance Fees (includes Development related Fire Permit/Inspection Fees)	Residential & Commercial Inspections
	Residential & Commercial Plan Reviews
	Health Inspections and Plan Reviews
	Permit Technician Services
	Certified Building Official Services
	After Hours/Emergency Inspection
	Turnkey Services for Permitting Needs
	Development Related Fire Permitting and Inspections