

**AGENDA
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF LIVE OAK
WILL BE HELD AT THE LIVE OAK COUNCIL CHAMBERS
8001 SHIN OAK DRIVE
TUESDAY, NOVEMBER 4, 2025, AT 7:00 P.M.**

The public may watch the meeting live at www.liveoaktx.net by clicking on the “Live Meetings” button.

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

Per City of Live Oak Code of Ordinances

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

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

5. CONSENT AGENDA

A. Approval of Minutes

- October 14, 2025

B. Approval on correction to Resolution 2139 (*approved on August 12, 2025*) and Exhibit regarding the EMS Interlocal cost share to be adjusted to a 20% - 20% - 5% structure, which aligns with the budgeted amount approved by the City Council – Chief Drewry

6. SPECIAL CONSIDERATION

A. Presentation of the 2025 TML Municipal Excellence Award for cities under 25,000, public safety category to the City of Live Oak – Mayor Dennis

B. Proclamation for Small Business Saturday, November 29, 2025, presented to Bermuda Daiquiris To-Go – Mayor Dennis

C. Proclamation for National Nurse Practitioner week – Mayor Dennis

D. Proclamation for Veterans Day – Mayor Dennis

7. NEW BUSINESS

A. Discussion and possible action regarding the Fourth Quarter Investment Report, ending September 30, 2025 – Mr. Kowalik

B. Discussion and possible action regarding the Monthly Financial Report, ending August 31, 2025 – Mr. Kowalik

C. Discussion and possible regarding a Resolution certifying and approving the tax assessment rolls of the City of Live Oak for the Year 2025 – Mr. Kowalik

D. Discussion and possible action regarding a Resolution on an Interlocal Cooperation Agreement between the City of Live Oak and the City of Selma for the usage of the Randolph Metro Emergency Communication System – Chief Fratus

- E. Discussion and possible action regarding a Resolution on an Interlocal Cooperation Agreement between the City of Live Oak and the City of Schertz for the usage of the Randolph Metro Emergency Communication System – Chief Fratus
- F. Discussion and possible action regarding a Resolution on an Interlocal Cooperation Agreement between the City of Live Oak and the City of Universal City for the usage of the Randolph Metro Emergency Communication System – Chief Fratus
- G. Discussion and possible action regarding an Ordinance amending the Code of Ordinances by amending Chapter 5- Business, Article VIII and adding Sections 5-165-5-167- Amusement Redemption Machine Businesses and associated penalties – Chief Fratus

8. EXECUTIVE SESSION

- A. The City Council will meet in executive session pursuant to Texas Government Code Section 551.071, consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 552 , and Section 551.074, Personnel Matters to discuss and receive advice on: Ethics complaint filed against City Council Member.
- B. 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 devises or a security audit due to recent security issues and concerns on City property.
- C. Reconvene into open session and action on any items considered in executive session.

9. CITY COUNCIL REPORT

- A. City Councilmembers report regarding discussion of City issues with citizens.

10. GENERAL ANNOUNCEMENTS FOR CITY COUNCIL AND STAFF

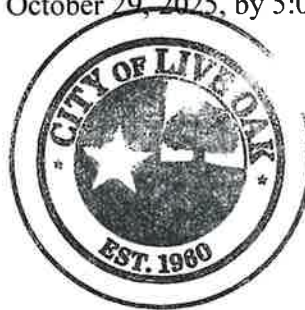
- A. City Council
 - Ribbon Cuttings, upcoming City Events, Special meetings and workshops, conferences and special acknowledgments
- B. Staff
 - Ribbon Cuttings, upcoming City Events, Special meetings and workshops, conferences and special acknowledgments

11. ADJOURNMENT

I certify that the above notice of meeting was posted on the bulletin board of the City Hall, 8001 Shin Oak Drive, City of Live Oak, Texas, on October 29, 2025, by 5:00 p.m.



Isa Gaytan, TRMC
City Secretary



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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF LIVE OAK
8001 SHIN OAK DRIVE
TUESDAY, OCTOBER 14, 2025, AT 7:00 P.M.**

1. CALL TO ORDER

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

A moment of silence was observed following with the Pledge of Allegiance.

3. ROLL CALL

Councilmember Angela Green, present

Mayor Pro-Tem Bob Tullgren, present

Councilmember Dr. Erin Perez, present

Councilmember Ed Cimics, present

Councilmember Aaron Dahl, present

Mayor Mary M. Dennis, present

STAFF IN ATTENDANCE

Anas Garfaoui, City Manager

Ron Ruthven, Assistant City Manager

Jackie Malloy, Accounting and HR Manager

Chief Michael Fratus, Police Department

Assistant Chief Jesse Barela, Police Department

Fire Chief Keith Drewry, Fire Department

Mark Wagster, Director of Public Works

Donna Lowder, Manager of Marketing and Economic Development Corporation

Isa Gaytan, City Secretary

Corina Sanchez City Attorney

4. CITIZENS TO BE HEARD

Suzanne Hildebrand commended the Public Works department for the outstanding job they do for the City of Live Oak.

5. CONSENT AGENDA

A. Approval of minutes

- **August 26, 2025, City Council and EDC Special JPH Budget Meeting**
- **September 30, 2025**

B. Approval of the 2025 Third Quarter Code Enforcement report – Mr. Ruthven

- C. Approval of the second reading of a Resolution authorizing an expenditure of \$300,000 from the Economic Development Corporation fund to purchase water rights for future business development – Mrs. Lowder**
- D. Approval of the second reading of a Resolution authorizing an expenditure of \$100,000 from the Economic Development Corporation fund for the Visual Improvement Program (VIP) for the promotion of new or expanded business and economic development – Mrs. Lowder**
- E. Approval of the second reading of a Resolution authorizing expenditure of \$150,000 from the Economic Development Corporation fund for the Business Improvement Grant (BIG) for the promotion of new or expanded business and economic development – Mrs. Lowder**

Motion was made by Mayor Pro-Tem Tullgren seconded by Councilmember Perez to approve the Consent Agenda.

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

6. SPECIAL PRESENTATION

A. Presentation of the Employee of the Quarter for July through September, presented to Jeffrey K. Booth, Fire Department – Mayor Dennis

Mayor announced the Employee of the Quarter, Jeffrey K. Booth. Chief Drewry presented the award to Fireman Jeffrey K. Booth and spouse. Also present were Firemen Latocki and Sanchez.

B. Proclamation for National Community Planning Month – Mayor Dennis

Mayor Dennis read the Proclamation for National Community Planning month. Assistant City Manager accepted the Proclamation along with Planning & Zoning Commissioner Rebecca Kochan.

C. Proclamation for Chamber of Commerce Week, presented to Tri-County Chamber – Mayor Dennis

Mayor Dennis read the Proclamation for Chamber of Commerce Week and presented the Proclamation to members of the Tri-County Chamber who were present at meeting. EDC Manager, Mrs. Lowder, joined the group for a picture.

D. Proclamation for Arbor Day 2025 – Mayor Dennis

Mayor Dennis read the Proclamation for Arbor Day. Present to accept the Proclamation was Joann Wheeler with the Garden club, Public Works Director Mr. Wagster and Mayor Pro-Tem Tullgren. Joann announced the Monarch Butterfly event.

E. Proclamation for National Municipal Court Week – Mayor Dennis

Mayor Dennis read the Proclamation for National Municipal Court. Present were Court Administrator Angelica Gonzalez, Deputy Court Clerks Nancy Doege and Heidi Simental, Judge Phillips, and Corporal Perez, City Secretary Isa Gaytan and Assistant City Manager Ron Ruthven.

7. NEW BUSINESS

A. Discussion and possible action regarding the reappointment and Oath of Office for primary Judge Edmund Phillips for the City of Live Oak Municipal Court of

Record – Mrs. Gaytan

Mayor Dennis administered the Oath of Office for primary Judge Edmund Phillips for the City of Live Oak Municipal Court of Record.

B. Presentation regarding the Linebarger, Goggan Blair & Sampson, LLP Delinquent Tax Collections Activities – Mr. Casillas

Mayor Dennis pulled this agenda item due to presenter did not show to meeting. No action was taken.

C. Discussion and possible action regarding a Resolution on the Investment Policy, Strategies, and the authorized list of brokers and dealers as revised for October 2025 – Mr. Kowalik

Mr. Kowalik presented a Resolution on the Investment Policy, Strategies, and the authorized list of brokers and dealers as revised for October 2025.

Motion was made by Councilmember Dahl and seconded by Councilmember Cimics to approve a Resolution on the Investment Policy, Strategies, and the authorized list of brokers and dealers as revised for October 2025.

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

D. Discussion and possible action regarding a Resolution to adopt the City of Live Oak Procurement Policy – Mr. Kowalik

Mr. Kowalik presented a Resolution to adopt the City of Live Oak Procurement Policy.

Motion was made by Mayor Pro-Tem Tullgren seconded by Councilmember Green to approve a Resolution to adopt the City of Live Oak Procurement Policy.

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

E. Discussion and possible action regarding an Ordinance amending the City of Live Oak Fee Schedule; adding and amending certain fees and other matters in connection therewith – Mr. Ruthven

Mr. Ruthven presented an Ordinance amending the City of Live Oak Fee Schedule; adding and amending certain fees and other matters in connection therewith.

Motion was made by Councilmember Dahl and seconded by Councilmember Cimics to approve an Ordinance amending the City of Live Oak Fee Schedule; adding and amending certain fees and other matters in connection therewith.

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

8. CITY COUNCIL REPORT

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

No report from Councilmembers.

9. GENERAL ANNOUNCEMENTS FOR CITY COUNCIL AND STAFF

A. City Council

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

Councilmember Green enjoyed Nation Night Out, enjoyed riding out with staff; thanked Lexy from Dispatch also sent a shout out to all the residents who held parties. Also thanked all who

were involved in making Shin Dig on Shin Oak a great success, also announced she attended the Tri-County Luncheon with great networking. Lastly announced Pet Pawlooza will be this Saturday, October 18.

Mayor Pro-Tem announced the Pet Pawlooza happening this coming Saturday.

Councilmember Perez thanked Mayor Pro-Tem for his participation on National Night Out and for the delicious Philly cheesesteaks, also thanked all Police Officers and First Responders who participated on that night as well. Thanked Team Live Oak for another successful Shin Dig on Shin Oak. Also announced the Pet Pawlooza will be on Saturday, October 18 and on October 25 there will be an enchilada plate sale at St. Marks Church.

Councilmember Cimics echoed fellow Councilmembers comments about National Night Out and Shin Dig on Shin Oak and thanked the City's involvement.

Councilmember Dahl seconded the vote for the best Philly cheesesteaks from Mayor Pro-Tem at National Night Out.

Mayor Dennis sent a shout out to all who participated and helped at Shin Dig on Shin Oak and thanked all residents who came out to the event. Recognized retired Fire Chief Foster who is present in the audience. Also thanked City Attorney Corina Sanchez for sitting in for Clarissa Rodriguez. Also thanked City Manager Mr. Garfaoui for his help at the Shin Dig event.

B. Staff

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

Mr. Garfaoui thanked all who attended the Shin Dig on Shin Oak event, reminded City Council that the October 28 City Council meeting was cancelled due to TML Conference and the next City Council meeting will be on Tuesday, November 4. Mr. Garfaoui officially presented the Interim Fire Chief Drewry as the permanent Fire Chief.

Mayor Dennis congratulated Chief Drewry and welcomed him as the new Fire Chief. Also, thanked everyone for their attendance at this meeting and for their participation.

10. ADJOURNMENT

Motion was made by Councilmember Cimics and seconded by Councilmember Dahl to adjourn at 7:39 p.m.

APPROVED:

ATTEST:

Mary M. Dennis, Mayor

Isa Gaytan, TRMC
City Secretary



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: November 4, 2025

Agenda item: 5B

Prepared by: K. Drewry, Fire Chief

Reviewed by: A. Garfaoui, City Manager

Department: Fire Department

Agenda Item Description:

Approval on correction to Resolution 2139 (*approved on August 12, 2025*) and Exhibit regarding the EMS Interlocal cost share to be adjusted to a 20% - 20% - 5% structure, which aligns with the budgeted amount approved by the City Council.

Staff Briefing:

This briefing is provided to clarify the discrepancy in the documentation presented on August 12, 2025, and to ensure that the amendment to the EMS Interlocal Agreement accurately reflects the 20% -20% - 5% cost allocation model. This adjustment does not modify the intent or scope of the agreement but rather corrects the supporting documentation to maintain fiscal alignment and transparency. The amendment outlines the updated financial terms for emergency medical services provided by the City of Schertz over the next three fiscal years:

20% - 20% - 5% Option

- Fiscal Year 2025 – 2026: \$348,493.82
- Fiscal Year 2026 – 2027: \$418,192.59
- Fiscal Year 2027 – 2028: \$439,102.22

Payments are to be made in four equal quarterly installments. All other provisions of the original agreement remain in effect. Approval of this amendment ensures continued EMS coverage for the City of Live Oak.

Action:

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

Cost: \$348,493.82 FY 25/26	
Budgeted	\$348, 428.00
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:

Under consent agenda.

AMENDMENT TO RESOLUTION 2139 FOR THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT SECTION 3 BETWEEN THE CITY OF LIVE OAK, TX AND THE CITY OF SCHERTZ, TEXAS FOR EMERGENCY MEDICAL SERVICES; AND AUTHORIZING ANY ADDITIONAL ACTIONS REASONABLY NECESSARY THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City staff of the City of Live Oak (the "City") has recommended that the City enter into an interlocal agreement with the City of Schertz, Texas ("Contracting Jurisdiction") for Emergency Medical Services; and

WHEREAS, the City and the Contracting Jurisdiction have determined that the provision of certain emergency medical services is a public purpose and within their statutory powers of government; and

WHEREAS, the City and Contracting Jurisdiction entered into an Interlocal Agreement (the "Agreement") pursuant to Chapter 791 of the Texas Government Code on October 1, 2023; and

WHEREAS, the City and Contracting Jurisdiction have recommended an amendment to Section 3 of the Agreement; and

WHEREAS, the City of Live Oak City Council hereby finds that the amendment is reasonable and necessary for the safety and welfare of the City and employees and that there is an amendment needed to the Resolution and figures in the agreement and Resolution; and

WHEREAS, the City of Live Oak City Council finds that the City Manager or his designee may enter into the agreement and take any additional actions reasonably necessary to ensure such amendment is executed.

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 amendment to Resolution 2139 and the corrected cost share numbers to the amendment to Section 3 of the Interlocal Agreement for Emergency Medical Services as set out in **Exhibit "A"**.

Section 2. The City Manager, or his designee, is hereby authorized to execute the Interlocal Agreement for Emergency Medical Services, 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

(CITY SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**AMENDED SECTION 3 OF INTERLOCAL AGREEMENT
FOR EMERGENCY MEDICAL SERVICES**

STATE OF TEXAS	§	AMENDMENT NUMBER 1 TO THE
	§	INTERLOCAL AGREEMENT BETWEEN
COUNTY OF GUADALUPE	§	THE CITY OF LIVE OAK AND THE
		CITY OF SCHERTZ, TEXAS, FOR
		EMERGENCY MEDICAL SERVICES

This Amendment No. 1 (the "Amendment") is made and entered into as of the 29th day of July 2025, by and between the City of Schertz, a political subdivision of the State of Texas (hereinafter referred to as "City"), and the City of Live Oak, a political subdivision of the State of Texas (hereinafter referred to as "Contracting Jurisdiction").

WHEREAS, the City and Contracting Jurisdiction have entered into an Interlocal Agreement effective as of October 1, 2023 (the "Agreement") for the City to provide emergency medical services to Contracting Jurisdiction; and

WHEREAS, the City and the Contracting Jurisdiction have determined that the provision of certain emergency medical services is a public purpose and within their statutory powers of government;

NOW, THEREFORE, the City and Contracting Jurisdiction agree to amend the Agreement as follows:

Section 3 of the Agreement is replaced and superseded by the following new Section 3

3. Consideration

- a) In consideration of the City's provision of the Emergency Medical Services during the Initial Term and each Renewal Term, the Contracting Jurisdiction agrees to pay the City in four equal installments on the first day of each quarter of the Contracting Jurisdiction's fiscal year as outlined below.
20/20/5 Option:
Fiscal Year 2026 – \$348,493.82
Fiscal Year 2027 – \$418,192.59
Fiscal Year 2028 – \$439,102.22
- b) Any party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.
- c) The Contracting Jurisdiction agrees that, in addition to the fee payable by the Contracting Jurisdiction to the City pursuant to Section 3(a), patients shall be billed by the City for all services rendered to them by the Department. The Contracting Jurisdiction agrees to assist the City in developing information to permit the City to collect such charges. In no event shall the City or the Contracting Jurisdiction be responsible for payment of such patient charges.

All other requirements, terms, and conditions in the Agreement that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto, acting under the authority of their respective governing bodies, have caused this amendment to be duly executed as of this 29th day of July 2025.

CITY OF SCHERTZ:

By: _____

Name: Steve Williams

Title: City Manager

CITY OF LIVE OAK:

By: _____

Name: _____

Title: _____



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: November 4, 2025

Agenda item: 6A

Prepared by: I. Gaytan, City Secretary

Reviewed by: A. Garfaoui, City Manager

Department: Administration

Agenda Item Description:

Presentation of the 2025 TML Municipal Excellence Award for cities under 25,000, public safety category to the City of Live Oak.

Staff Briefing:

TML Municipal Excellence Award was presented to the City of Live Oak at the TML Conference held in Fort Worth, Texas.

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:

No motion is necessary.



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: November 4, 2025

Agenda item: 6B

Prepared by: D. Lowder, Manager

Reviewed by: R. Ruthven, ACM

Department: Economic Development Corporation

Agenda Item Description:

Proclamation for Small Business Saturday, November 29, 2025, presented to Bermuda Daiquiris To-Go.

Staff Briefing:

Small Business Saturday is an annual nationwide initiative that celebrates and supports small, locally owned businesses. In 2025, it will be observed on Saturday, November 29, with Bermuda Daiquiris To-Go and owner Gabriel Ortiz representing Live Oak this year.

This event provides an excellent opportunity for the City of Live Oak to showcase the vital role small businesses play in our local economy and to encourage residents to shop, dine, and engage locally.

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 required.



PROCLAMATION
SMALL BUSINESS SATURDAY 2025

WHEREAS: The City of Live Oak recognizes the vital contribution small businesses make to our local economy, creating jobs, supporting families, and enriching the unique character of the community; and

WHEREAS: The City of Live Oak supports local entrepreneurs and small business owners who work tirelessly to provide goods, services, and experiences that enhance the quality of life for residents and visitors alike; and

WHEREAS: Small Business Saturday, founded by American Express in 2010, has become a national movement dedicated to supporting small, locally owned businesses that form the backbone of our community; and

WHEREAS: The City of Live Oak encourages residents and visitors to shop, dine, and do business locally on November 29, 2025, and throughout the year, to help ensure the continued strength and prosperity of Live Oak's business community.

NOW, THEREFORE, I, Mary M. Dennis, Mayor of the City of Live Oak do hereby proclaim Saturday, November 29, 2025, as Small Business Saturday urging all citizens to join in celebrating and supporting small businesses like Bermuda Daiquiris To-Go.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Live Oak, Texas to be affixed this 4th day of November 2025.

Mary M. Dennis, Mayor



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: November 4, 2025

Agenda item: 6C

Prepared by: I. Gaytan, City Secretary

Reviewed by: A. Garfaoui, City Manager

Department: Administration

Agenda Item Description:

Proclamation for National Nurse Practitioners week.

Staff Briefing:

Proclamation is presented in honor of National Nurse Practitioners week.

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:

No motion is necessary.



PROCLAMATION FOR NATIONAL NURSE PRACTITIONER WEEK

WHEREAS: National Nurse Practitioner Week is held annually to celebrate these exceptional health care professionals and reminds lawmakers of the importance of removing outdated barriers to practice so that NPs will be allowed to practice to the full extent of their experience and education; and

WHEREAS: Patients depend on the more than 431,000 licensed NPs in the United States to diagnose, manage and treat their chronic and acute health care conditions; and

WHEREAS: NPs provide high-quality primary, acute and specialty health care services while emphasizing health promotion, disease prevention, health education and counseling, partnering with patients to improve their health; and

WHEREAS: The confidence that patients have in NP-delivered health care is evidenced by the more than 1 billion visits made annually to NPs across the country. The City of Live Oak is proud to recognize and honor the service of nurse practitioners to our state.

NOW, THEREFORE, I, Mary M. Dennis, the Mayor of the City of Live Oak, do hereby proclaim the week of November 9-15, 2025, as National Nurse Practitioner week in Live Oak, Texas.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Live Oak to be affixed on this 4th day of November 2025.

Mary M. Dennis, Mayor



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: November 4, 2025

Agenda item: 6D

Prepared by: I. Gaytan, City Secretary

Reviewed by: A. Garfaoui, City Manager

Department: Administration

Agenda Item Description:

Proclamation for Veterans Day.

Staff Briefing:

Proclamation is presented in honor of all veterans who have previously served in the United States Armed Forces.

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:

No motion is necessary.



PROCLAMATION FOR VETERANS DAY

WHEREAS: Carefully preserved within the pages of American history lie the valiant stories of the men and women who fought with valor and fortitude to defend the ideals upon which our great nation was founded: liberty, freedom, and justice; and whereas these dedicated men and women, our United States veterans, reinforce the truth that heroism is not a gift or a goal, but often a moment and sometimes a lifetime, of pure selflessness; and

WHEREAS: Our veterans disregard personal well-being and act with incredible honor to preserve for us, the citizens of this great nation, a gift of unapproachable magnitude: our freedom; whereas we come together to recognize all our distinguished veterans whose service has allowed our nation to prosper and has allowed us all to live in freedom; and

WHEREAS: The City of Live Oak pays special tribute to the valiant guardians of our freedom who remain listed as Missing in Action, and offers our support to the loving families who hope for their safe return; and

WHEREAS: As citizens of the United States of America, we owe an inexpressible debt to our veterans, and today we ask with humility and eternal gratitude that their spirit never be forgotten.

NOW, THEREFORE, I, Mary M. Dennis, the Mayor of the City of Live Oak, do hereby proclaim the day of November 11, 2025, as Veterans Day in Live Oak, Texas.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Live Oak to be affixed on this 4th day of November 2025.

Mary M. Dennis, Mayor



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: November 4, 2025

Agenda item: 7A

Prepared by: L. Kowalik, Finance Director

Reviewed by: A. Garfaoui, City Manager

Department: Finance Department

Agenda Item Description:

Presentation, discussion and possible action to approve the Quarterly Investment Report for the period ending September 30, 2025.

Staff Briefing:

Attached is a memorandum along with the Fourth Quarter Investment Report for the period ending September 30, 2025. The memo describes the detail contained in the actual report. The investment reports are cumulative from October 1, 2024 through the stated ending period.

Action:

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

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

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

Staff Recommended Motion:

The recommended motion is to approve the City's Fourth Quarter Investment Report for the period October 1, 2024, through September 30, 2025 as presented.

MEMORANDUM

Date: November 4, 2025

To: Mayor and City Council

Via: Mr. Anas Garfaoui, City Manager

From: Leroy Kowalik, Finance Director

RE: Quarterly Investment Report for the period ending September 30, 2025

The attached Quarterly Investment Report represents a snapshot of the City's investment status as of the fourth quarter ending September 30, 2025. The remainder of this memo describes in words, that which is contained in the detailed report. This report is required to be presented and accepted by the governing body at least quarterly.

Internal Management Reports

No less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds.

The report must:

- 1) Describe the investment position of the entity on the date of the report.
- 2) Be prepared jointly and signed by all investment officers of the entity.
- 3) Contain a summary statement prepared in compliance with generally accepted accounting principles for each pooled fund group that states:
 - a) A beginning market value, additions and changes to the market value, the ending market value and fully accrued interest.
 - b) State the pooled fund group.

History of Public Funds Investment Act (Chapter 2256 Government Code)

In 1994, Orange County, California went bankrupt attempting to leverage its finances through exotic interest-rate-sensitive investments. Beaumont, Texas had problems in the same time period with pledged securities. To assure what happened in California would not happen here; the Texas Legislature revised the Texas Public Funds Investment Act to place new safeguards on the investments of public funds.

The Act requires the investment officers to attend various training sessions and require the governing bodies of the investing entity to adopt a written investment policy; and for all those who do business with the City to review the City's investment policies and strategies with acknowledgement that they have read and understood the requirements by a signed document.

Investment officers must review the new legislation yearly and revise their investment policies and strategies accordingly and to re-submit to the governing body within six months after the end of each legislative session.

Economic & Market Commentary Conditions for the Quarter

Source is the TexPool newsletters from July through September 2025.

The July meeting revealed a growing divide about which path of monetary policy should the Federal Open Market Committee be following. After the dust settled, the FOMC kept rates unchanged at 4.25 - 4.5%.

At the September meeting, the Fed cut the rate by 25 basis points to 4 - 4.25%. The bigger question remains how many more cuts by the end of 2025 will there be. There is decent consensus for two more 25 basis-point cuts this year which would lower the rate down to 3.5 – 3.75%.

Analysis of the Quarterly Investment Report

The following is a summary of TexPool

Weighted average maturity in July was 40 days.

Weighted average maturity in August was 43 days.

Weighted average maturity in September was 41 days.

Daily interest rates ranged from 4.3550% on July 1, 2025 to 4.1779% on September 30, 2025 with a high of 4.3550 on July 1, 2025 and the low of 4.1554% on September 23, 2025.

Average Monthly Rates:

July 2025	4.3120%
August 2025	4.3052%
September 2025	4.2520%

The current market condition is continuing to lend itself for the purchase of some government agencies, Certificates of Deposit and Municipal investments. We did purchase one investment for \$280,000 this quarter. We also had five maturities and one call totaling \$1,800,000 this quarter. Total government agencies, CDs and Municipal notes held at September 30, 2025 is \$3,480,000 or 10.73% of the total City portfolio. The reason the percentage is not higher is because TexPool continues to be a viable investment tool with daily short-term rates still around 4.2% due to the current rate environment that we are in.

The makeup of the City's portfolio as of September 30, 2025 is as follows with comparison totals for the previous quarter:

	<u>September 30, 2025</u>	<u>June 30, 2025</u>
TexPool (Money Market)	\$ 28,941,104	\$ 34,306,895
Federal Home Loan Bank (FHLB)	600,000	1,500,000
Federal Farm Credit Bank (FFCB)	900,000	1,200,000
Federal National Mortgage Association (FNMA)	300,000	300,000
Federal Home Loan Mortgage Corporation (FHLMC)	600,000	1,200,000
Municipal Notes	1,080,000	800,000
Certificates of Deposit	0	0
	<u>\$ 32,421,104</u>	<u>\$ 39,306,895</u>

The weighted average maturity for investments outside of TexPool at September 30, 2025 was 424.70 days or 1.18 years with yields to maturity (YTM) ranging from 3.700% to 4.800%. Our ratio between our book value versus market value has increased from the previous quarter and is now more than when we purchased the investments which means that the market value of the investments we hold is currently worth slightly more than what we paid for them, although principal value to maturity remains at 100%. The market value is associated to the swing in interest rates caused by market conditions.

With TexPool continuing to be a viable investment vehicle, 89.27% of the City's funds remain very safe in TexPool. The offset to lower risk is slightly lower interest rates. TexPool's interest rates have decreased just below 4.2% because of the last Fed rate cut. TexPool's rates tend to lag behind the true market. The current market condition continues to be conducive for Bank CD's, Agency Discount Notes, Municipals and Callable Agencies with less than three-year final maturity, as well as, TexPool.

City of Live Oak
TexPool and Other Investments Summary
Stmnt Period 7/01/2025 - 7/31/2025

Fund Name & Acct. Number	Beginning Balance	Monthly Interest	Deposit	Withdrawals	Ending Balance
TexPool - Average interest rate = 4.3120%					
1. General Fund #449-150200001	\$ 10,631,206.87	\$ 37,103.15	\$ -	\$ 500,000.00	\$ 10,168,310.02
2. Forfeiture Fund #449-150200002 & 3	277,960.26	1,017.98			278,978.24
3. Child Safety Fund #449-150200004	160,609.33	588.17			161,197.50
4. Court Tech. Fund #449-150200005	120,983.27	443.07			121,426.34
5. Court Sec. Fund #449-150200006	75,709.55	277.29			75,986.84
7. Utility Dev./R & R Fund #449-150200008	1,202,520.51	4,403.95			1,206,924.46
8. Debt Service Fund #449-150200009	848,482.32	3,107.34			851,589.66
9. Economic Dev. Corp Fund #449-150200010	5,511,075.32	20,183.03			5,531,258.35
10. Utility Fund #449-1580200011	354,240.90	1,297.34			355,538.24
11. Storm Water Utility Fund	198,221.06	725.94			198,947.00
12. Hotel Occupancy Tax Fund #449-150200012	1,341,479.22	4,912.83			1,346,392.05
13. Asset Replacement Fund #449-150200013	3,430,648.09	12,563.93			3,443,212.02
14. Capital Projects Fund #449-150200014	5,179,242.77	18,967.79			5,198,210.56
15. Emergency Radio Fund #449-150200018	41,584.79	152.32			41,737.11
16. PEG Fund #449-150200019	527,375.39	1,931.35			529,306.74
18. 2022 GO Bond Fund #449-150200022	4,405,555.69	15,897.29		500,000.00	3,921,452.98
Subtotal TexPool	\$ 34,306,895.34	\$ 123,572.77	\$ -	\$ 1,000,000.00	\$ 33,430,468.11
Other Investments/Govt. Securities					
General Fund	\$ 5,000,000.00		\$ -	\$ 600,000.00	\$ 4,400,000.00
Asset Replacement Fund	-				-
Economic Development Fund	-				-
Subtotal Other Investments/Govt. Securities	\$ 5,000,000.00	\$ -	\$ -	\$ 600,000.00	\$ 4,400,000.00
Total Investments	\$ 39,306,895.34	\$ 123,572.77	\$ -	\$ 1,600,000.00	\$ 37,830,468.11

This report complies with the requirements of the Public Funds Investment Act investment pools and generally accepted accounting principles.

General Ledger Balance 37,830,468.11
Report Balance 37,830,468.11
Difference -


Finance Director

City of Live Oak
TexPool and Other Investments Summary
Stmnt Period 8/01/2025 - 8/31/2025

Fund Name & Acct. Number	Beginning Balance	Monthly Interest	Deposit	Withdrawals	Ending Balance
TexPool - Average interest rate = 4.3052%					
1. General Fund #449-150200001	\$ 10,168,310.02	\$ 37,180.14	\$ -	\$ -	\$ 10,205,490.16
2. Forfeiture Fund #449-150200002 & 3	278,978.24	1,020.13			279,998.37
3. Child Safety Fund #449-150200004	161,197.50	589.42			161,786.92
4. Court Tech. Fund #449-150200005	121,426.34	443.98			121,870.32
5. Court Sec. Fund #449-150200006	75,986.84	277.85			76,264.69
7. Utility Dev./R & R Fund #449-150200008	1,206,924.46	4,413.10			1,211,337.56
8. Debt Service Fund #449-150200009	851,589.66	1,580.74		500,000.00	353,170.40
9. Economic Dev. Corp Fund #449-150200010	5,531,258.35	20,224.88			5,551,483.23
10. Utility Fund #449-1580200011	355,538.24	1,300.02			356,838.26
11. Storm Water Utility Fund	198,947.00	727.46			199,674.46
12. Hotel Occupancy Tax Fund #449-150200012	1,346,392.05	4,923.01			1,351,315.06
13. Asset Replacement Fund #449-150200013	3,443,212.02	12,501.57		30,000.00	3,425,713.59
14. Capital Projects Fund #449-150200014	5,198,210.56	18,700.49		100,000.00	5,116,911.05
15. Emergency Radio Fund #449-150200018	41,737.11	152.59			41,889.70
16. PEG Fund #449-150200019	529,306.74	1,858.72		25,000.00	506,165.46
18. 2022 GO Bond Fund #449-150200022	3,921,452.98	3,770.70		3,925,223.68	-
Subtotal TexPool	\$ 33,430,468.11	\$ 109,664.80	\$ -	\$ 4,580,223.68	\$ 28,959,909.23
Other Investments/Govt. Securities					
General Fund	\$ 4,400,000.00		\$ 280,000.00	\$ 900,000.00	\$ 3,780,000.00
Asset Replacement Fund	-				-
Economic Development Fund	-				-
Subtotal Other Investments/Govt. Securities	\$ 4,400,000.00	\$ -	\$ 280,000.00	\$ 900,000.00	\$ 3,780,000.00
Total Investments	\$ 37,830,468.11	\$ 109,664.80	\$ 280,000.00	\$ 5,480,223.68	\$ 32,739,909.23

This report complies with the requirements of the Public Funds Investment Act investment pools and generally accepted accounting principles.

General Ledger Balance 32,739,909.23
Report Balance 32,739,909.23
Difference -

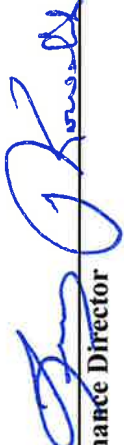

Finance Director

City of Live Oak
TexPool and Other Investments Summary
Stmnt Period 9/01/2025 - 9/30/2025

Fund Name & Acct. Number	Beginning Balance	Monthly Interest	Deposit	Withdrawals	Ending Balance
TexPool - Average interest rate = 4.2520%					
1. General Fund #449-150200001	\$ 10,205,490.16	\$ 35,665.98	\$ -	\$ -	\$ 10,241,156.14
2. Forfeiture Fund #449-150200002 & 3	279,998.37	978.58			280,976.95
3. Child Safety Fund #449-150200004	161,786.92	565.43			162,352.35
4. Court Tech. Fund #449-150200005	121,870.32	425.89			122,296.21
5. Court Sec. Fund #449-150200006	76,264.69	266.51			76,531.20
7. Utility Dev./R & R Fund #449-150200008	1,211,337.56	4,233.40			1,215,570.96
8. Debt Service Fund #449-150200009	353,170.40	1,234.25			354,404.65
9. Economic Dev. Corp Fund #449-150200010	5,551,483.23	19,401.25			5,570,884.48
10. Utility Fund #449-1580200011	356,838.26	1,247.06			358,085.32
11. Storm Water Utility Fund	199,674.46	690.96		60,000.00	140,365.42
12. Hotel Occupancy Tax Fund #449-150200012	1,351,315.06	4,722.56			1,356,037.62
13. Asset Replacement Fund #449-150200013	3,425,713.59	11,972.11			3,437,685.70
14. Capital Projects Fund #449-150200014	5,116,911.05	17,875.58		60,000.00	5,074,786.63
15. Emergency Radio Fund #449-150200018	41,889.70	146.36			42,036.06
16. PEG Fund #449-150200019	506,165.46	1,768.90			507,934.36
18. 2022 GO Bond Fund #449-150200022	-	-			-
Subtotal TexPool	\$ 28,959,909.23	\$ 101,194.82	\$ -	\$ 120,000.00	\$ 28,941,104.05
Other Investments/Govt. Securities					
General Fund	\$ 3,780,000.00		\$ -	\$ 300,000.00	\$ 3,480,000.00
Asset Replacement Fund	-				-
Economic Development Fund	-				-
Subtotal Other Investments/Govt. Securities	\$ 3,780,000.00	\$ -	\$ -	\$ 300,000.00	\$ 3,480,000.00
Total Investments	\$ 32,739,909.23	\$ 101,194.82	\$ -	\$ 420,000.00	\$ 32,421,104.05

This report complies with the requirements of the Public Funds Investment Act investment pools and generally accepted accounting principles.

General Ledger Balance 32,421,104.05
Report Balance 32,421,104.05
Difference -


Finance Director

City of Live Oak
Investments other than Texpool
Period October 1, 2024 through September 30, 2025

Market Values as of:			September 30, 2025		Market Value Adjustment							Average	
Investment Type	CUSIP	Fund	Par Amount	Price	Prem/Disc	Book Value	Market Price	Prem/Disc	Market Value	Increase/ (Decrease)	Y-T-M	Weighted Maturity	
FNMA Agency	3135GA2Z3	GF	300,000.00	91.275%	(26,175.30)	273,824.70	99.547%	(1,359.00)	298,641.00	24,816.30	4.2000%	47	
FHLB Agency	3130ARLT6	GF	300,000.00	97.935%	(6,196.27)	293,803.73	99.919%	(243.00)	299,757.00	5,953.27	4.8000%	29	
FFCB Agency	3133ENXS4	GF	500,000.00	99.197%	(4,015.12)	495,984.88	99.703%	(1,485.00)	498,515.00	2,530.12	4.0500%	236	
Municipal	23542JQQ1	GF	300,000.00	95.970%	(12,090.00)	287,910.00	96.977%	(9,069.00)	290,931.00	3,021.00	4.0500%	361	
FHLMC Agency	3134HBDF5	GF	300,000.00	99.860%	(419.75)	299,580.25	99.994%	(18.00)	299,982.00	401.75	4.0500%	887	
Municipal	796116TJ0	GF	500,000.00	99.816%	(920.00)	499,080.00	99.998%	(10.00)	499,990.00	910.00	4.1000%	495	
FHLMC Agency	3134HBFN6	GF	300,000.00	100.000%	-	300,000.00	100.308%	924.00	300,924.00	924.00	4.2995%	174	
FFCB Agency	3133ENEM8	GF	400,000.00	96.014%	(15,944.66)	384,055.34	97.473%	(10,108.00)	389,892.00	5,836.66	4.0000%	413	
FHLB Agency	3130B62D7	GF	300,000.00	100.000%	-	300,000.00	99.876%	(372.00)	299,628.00	(372.00)	4.2500%	570	
Municipal	481052UH9	GF	280,000.00	93.373%	(18,555.60)	261,444.40	93.302%	(18,754.40)	261,245.60	(198.80)	3.7000%	1,035	
Total Open Investments			3,480,000.00		(84,316.70)	3,395,683.30		(40,494.40)	3,439,505.60	43,822.30		424.70	
											Years	1.18	

City of Live Oak
Investments other than Texpool
Period October 1, 2024 through September 30, 2025

Interest income information within period

Investment Type	CUSIP	Fund	Par Amount	Coupon	Annual Interest	Semi Annual Payment	Accrued		Interest Received	Remaining Accrued Interest Purchased	Last		Net Interest Income
							Interest Purchased	Interest Purchased			Interest Payment Date	Interest Receivable	
FHLB Agency	3130APYM1	GF	-	1.10%	-	-	-	-	2,227.50	-	Matured 12/16/2024	-	2,227.50
FHLB Agency	3130APNE1	GF	-	0.90%	-	-	-	-	1,980.00	-	Matured 11/18/2024	-	1,980.00
FHLB Agency	3130AQRN5	GF	-	2.15%	-	-	-	-	3,225.00	-	Matured 02/18/2025	-	3,225.00
FHLB Agency	3130AQWS8	GF	-	3.00%	-	-	-	-	4,500.00	-	Matured 02/28/2025	-	4,500.00
FHLB Agency	3130AN7P9	GF	-	0.58%	-	-	-	-	725.00	-	Matured 01/28/2025	-	725.00
FHLB Agency	3130AR2L4	GF	-	3.25%	-	-	-	-	2,625.00	-	Matured 12/10/2024	-	2,625.00
FHLB Agency	3130ARJ93	GF	-	4.25%	-	-	-	-	6,187.50	-	Called 01/21/2025	-	6,187.50
Municipal	914729UK2	GF	-	1.13%	-	-	-	-	3,390.00	-	Matured 04/15/2025	-	3,390.00
FHLB Agency	3130ARMB4	GF	-	4.00%	-	-	-	-	12,000.00	-	Matured 04/28/2025	-	12,000.00
FHLMC Agency	3134GXRGI	GF	-	3.05%	-	-	-	-	9,150.00	-	Matured 05/12/2025	-	9,150.00
FHLB Agency	3130AS6A2	GF	-	3.00%	-	-	-	-	4,500.00	-	Matured 12/09/2024	-	4,500.00
Municipal	052404QF0	GF	-	0.93%	-	-	-	-	2,332.50	-	Matured 02/01/2025	-	2,332.50
FHLMC Agency	3134GXZA5	GF	-	3.65%	-	-	-	-	10,950.00	-	Matured 06/30/2025	-	10,950.00
FHLB Agency	3130ASYR4	GF	-	4.00%	-	-	-	-	12,000.00	-	Matured 08/28/2025	-	12,000.00
FHLB Agency	3130AREF4	GF	-	2.30%	-	-	-	-	3,507.50	-	Matured 03/28/2025	-	3,507.50
FHLMC Agency	3134GX6E9	GF	-	5.00%	-	-	-	-	7,500.00	-	Matured 10/25/2024	-	7,500.00
FHLB Agency	3130ASZD4	GF	-	4.13%	-	-	-	-	12,390.00	-	Matured 08/28/2025	-	12,390.00
FHLMC Agency	3134GXRJ5	GF	-	3.00%	-	-	-	-	4,500.00	-	Matured 11/13/2024	-	4,500.00
FHLB Agency	3130ATMM6	GF	-	5.00%	-	-	-	-	4,687.50	-	Called 10/27/2024	-	4,687.50
FNMA Agency	3135GA2Z3	GF	300,000.00	0.56%	1,680.00	840.00	751.33	-	1,680.00	-	5/17/2025	620.67	2,300.67
FHLMC Agency	3134GXS47	GF	-	4.20%	-	-	-	-	12,600.00	-	Matured 08/28/2025	-	12,600.00
FHLB Agency	3130ASN54	GF	-	4.00%	-	-	-	-	12,000.00	-	Mtured 07/28/2025	-	12,000.00
FHLB Agency	3130ASF61	GF	-	3.45%	-	-	-	-	10,350.00	-	Matured 06/27/2025	-	10,350.00
FHLB Agency	3130AREZ0	GF	-	2.30%	-	-	-	-	5,750.00	-	Matured 03/28/2025	-	5,750.00
FHLB Agency	3130AVLP5	GF	-	5.00%	-	-	-	-	12,500.00	-	Called 10/28/2024	-	12,500.00
FHLB Agency	3130ARLT6	GF	300,000.00	3.10%	9,300.00	4,650.00	2,195.83	-	7,104.17	-	4/29/2025	3,900.83	11,005.00
FHLMC Agency	3134GXE34	GF	-	4.05%	-	-	-	-	12,150.00	-	Matured 07/25/2025	-	12,150.00
FFCB Agency	3133ENXS4	GF	500,000.00	3.38%	16,875.00	8,437.50	4,640.63	-	8,437.50	-	5/26/2025	5,812.50	14,250.00
Municipal	23542JQQ1	GF	300,000.00	1.35%	4,041.00	2,020.50	1,807.23	-	2,020.50	-	4/1/2025	2,009.28	4,029.78
FHLMC Agency	3134HBDP5	GF	300,000.00	4.00%	12,000.00	6,000.00	-	-	6,000.00	-	9/17/2025	433.33	6,433.33
Municipal	796116TJ0	GF	500,000.00	4.00%	20,000.00	10,000.00	2,222.22	-	10,000.00	-	8/15/2025	2,500.00	12,500.00
FHLMC Agency	3134HBFN6	GF	300,000.00	4.30%	12,900.00	6,450.00	143.33	-	6,450.00	-	9/24/2025	215.00	6,665.00
FFCB Agency	3133ENEM8	GF	400,000.00	1.43%	5,720.00	2,860.00	2,192.67	-	2,860.00	-	5/23/2025	2,017.89	4,877.89
FHLB Agency	3130B62D7	GF	300,000.00	4.25%	12,750.00	6,375.00	-	-	-	-	4/30/2025	5,312.50	5,312.50
FFCB Agency	3133ETCK1	GF	-	4.30%	-	-	-	-	5,518.33	-	Called 09/18/2025	-	5,518.33
Municipal	481052UH9	GF	280,000.00	1.32%	3,698.80	1,849.40	123.29	-	223,798.00	123.29	8/15/2025	462.35	339.06
			3,480,000.00				14,076.53			123.29		23,284.35	246,959.06

City of Live Oak
Investments other than Texpool
Period October 1, 2024 through September 30, 2025

Purchases within period

<u>Trans Date</u>	<u>Broker</u>	<u>Fund</u>	<u>CUSIP</u>	<u>Investment Type</u>	<u>Par Amount</u>	<u>Coupon</u>	<u>Price</u>	<u>Prem/Disc</u>	<u>Accrued Interest</u>	<u>Net Transaction</u>	<u>Y-T-M</u>	<u>Maturity Date</u>
12/4/2024	Duncan Williams	General Fund	3134GXE34	FHLMC Agency	300,000.00	4.05%	99.761%	(717.59)	4,353.75	303,636.16	4.4250%	7/25/2025
3/5/2025	Duncan Williams	General Fund	3133ENXS4	FFCB Agency	500,000.00	3.38%	99.197%	(4,015.11)	4,640.63	500,625.51	4.0500%	5/26/2026
3/12/2025	Duncan Williams	General Fund	23542JQQ1	Municipal	300,000.00	1.35%	95.970%	(12,090.00)	1,807.23	289,717.23	4.0500%	10/1/2026
3/17/2025	Duncan Williams	General Fund	3134HBDP5	FHLMC Agency	300,000.00	4.00%	99.860%	(419.75)	-	299,580.25	4.0500%	3/17/2028
3/25/2025	Duncan Williams	General Fund	796116TJ0	Municipal	500,000.00	4.00%	99.816%	(920.00)	2,222.22	501,302.22	4.1000%	2/15/2027
3/28/2025	Duncan Williams	General Fund	3134HBFN6	FHLMC Agency	300,000.00	4.30%	100.000%	-	143.33	300,143.33	4.2995%	3/24/2026
4/11/2025	Duncan Williams	General Fund	3133ENEM8	FFCB Agency	400,000.00	1.43%	96.014%	(15,944.66)	2,192.67	386,248.01	4.0000%	11/23/2026
4/30/2025	Duncan Williams	General Fund	3130B62D7	FHLB Agency	300,000.00	4.25%	100.000%	-	-	300,000.00	4.2500%	4/30/2027
5/15/2025	Duncan Williams	General Fund	3133ETCK1	FFCB Agency	300,000.00	4.30%	99.950%	(150.00)	1,110.83	300,960.83	4.3206%	10/14/2027
8/27/2025	Duncan Williams	General Fund	481052UH9	Municipal	280,000.00	1.32%	93.373%	(18,555.60)	123.29	261,567.69	3.7000%	8/15/2028
					-			-	-	-		
					3,480,000.00			(52,812.72)	16,593.95	3,443,781.23		

City of Live Oak
Investments other than Texpool
Period October 1, 2024 through September 30, 2025

Maturities/Calls within period

<u>Trans Date</u>	<u>Broker</u>	<u>Fund</u>	<u>CUSIP</u>	<u>Investment Type</u>	<u>Par Amount</u>	<u>Coupon</u>	<u>Price</u>	<u>Prem/Disc</u>	<u>Interest Income</u>	<u>Net Transaction</u>	<u>Y-T-M</u>	<u>Maturity Date</u>
10/25/2024	Duncan Williams	General Fund	3134GX6E9	FHLMC Agency	300,000.00	5.00%	100.0000%	-	7,500.00	307,500.00	5.0000%	10/25/2024
10/27/2024	Duncan Williams	General Fund	3130ATMM6	FHLB Agency	375,000.00	5.00%	100.0000%	-	4,687.50	379,687.50	5.0000%	1/27/2025
10/28/2024	Duncan Williams	General Fund	3130AVLP5	FHLB Agency	500,000.00	5.00%	100.0000%	776.98	13,276.98	512,500.00	5.1000%	10/28/2025
11/13/2024	Duncan Williams	General Fund	3134GXRJ5	FHLMC Agency	300,000.00	3.00%	100.0000%	7,630.22	12,130.22	304,500.00	4.5000%	11/13/2024
11/18/2024	Duncan Williams	General Fund	3031APNE1	FHLB Agency	440,000.00	0.90%	100.0000%	1,242.51	3,222.51	441,980.00	1.0000%	11/18/2024
12/9/2024	Duncan Williams	General Fund	3130AS6A2	FHLB Agency	300,000.00	3.00%	100.0000%	-	4,500.00	304,500.00	3.0000%	12/9/2024
12/10/2024	Duncan Williams	General Fund	3130AR2L4	FHLB Agency	300,000.00	2.24%	100.0000%	-	2,625.00	302,625.00	2.2361%	12/10/2024
12/16/2024	Duncan Williams	General Fund	3130APYM1	FHLB Agency	405,000.00	1.10%	100.0000%	-	2,227.50	407,227.50	1.1000%	12/16/2024
1/21/2025	Duncan Williams	General Fund	3130ARJ93	FHLB Agency	300,000.00	4.25%	100.0000%	-	3,187.50	303,187.50	3.1020%	4/21/2025
1/28/2025	Duncan Williams	General Fund	3130AN7P9	FHLB Agency	250,000.00	0.58%	100.0000%	7,861.45	8,586.45	250,725.00	1.7000%	1/28/2025
2/1/2025	Duncan Williams	General Fund	052404QF0	Municipal	500,000.00	0.93%	100.0000%	34,350.00	36,682.50	502,332.50	3.7000%	2/1/2025
2/18/2025	Duncan Williams	General Fund	3130AQRN5	FHLB Agency	300,000.00	2.15%	100.0000%	-	3,225.00	303,225.00	1.6439%	2/18/2025
2/28/2025	Duncan Williams	General Fund	3130AQWS8	FHLB Agency	300,000.00	3.00%	100.0000%	-	4,500.00	304,500.00	2.0291%	2/28/2025
3/28/2025	Duncan Williams	General Fund	3130AREF4	FHLB Agency	305,000.00	2.30%	100.0000%	15,130.48	18,637.98	308,507.50	4.4500%	3/28/2025
3/28/2025	Duncan Williams	General Fund	3130AREZ0	FHLB Agency	500,000.00	2.30%	100.0000%	16,968.99	22,718.99	505,750.00	5.0500%	3/28/2025
4/15/2025	Duncan Williams	General Fund	914729UK2	Municipal	300,000.00	1.13%	100.0000%	16,221.00	17,916.00	301,695.00	3.0500%	4/15/2025
4/28/2025	Duncan Williams	General Fund	3130ARMB4	FHLB Agency	300,000.00	4.00%	100.0000%	-	6,000.00	306,000.00	3.0656%	4/28/2025
5/12/2025	Duncan Williams	General Fund	3134GXRG1	FHLMC Agency	300,000.00	3.05%	100.0000%	852.40	5,427.40	304,575.00	3.1500%	5/12/2025
6/27/2025	Duncan Williams	General Fund	3130ASF61	FHLB Agency	300,000.00	3.45%	100.0000%	7,588.01	12,763.01	305,175.00	5.1000%	6/27/2025
6/30/2025	Duncan Williams	General Fund	3134GXZA5	FHLMC Agency	300,000.00	3.65%	100.0000%	422.24	5,897.24	305,475.00	3.7000%	6/30/2025
7/25/2025	Duncan Williams	General Fund	3134GXE34	FHLMC Agency	300,000.00	4.05%	100.0000%	717.59	6,792.59	306,075.00	4.4250%	7/25/2025
7/28/2025	Duncan Williams	General Fund	3130ASN54	FHLB Agency	300,000.00	4.00%	100.0000%	6,314.87	12,314.87	306,000.00	5.2000%	7/28/2025
8/28/2025	Duncan Williams	General Fund	3130ASYR4	FHLB Agency	300,000.00	4.00%	100.0000%	-	6,000.00	306,000.00	4.0000%	8/28/2025
8/28/2025	Duncan Williams	General Fund	3130ASZD4	FHLB Agency	300,000.00	4.13%	100.0000%	3,275.60	9,470.60	306,195.00	4.5500%	8/28/2025
8/28/2025	Duncan Williams	General Fund	3134GXS47	FHLMC Agency	300,000.00	4.20%	100.0000%	4,876.00	11,176.00	306,300.00	5.0000%	8/28/2025
9/18/2025	Duncan Williams	General Fund	3133ETCK1	FFCB Agency	300,000.00	4.30%	100.0000%	150.00	5,668.33	305,518.33	4.3206%	9/18/2025
					<u>8,675,000.00</u>			<u>124,378.34</u>	<u>247,134.17</u>	<u>8,797,755.83</u>		

Net Activity

(5,195,000.00) 71,565.62 (5,353,974.60)



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: November 4, 2025

Agenda item: 7B

Prepared by: L. Kowalik, Finance Director

Reviewed by: A. Garfaoui, City Manager

Department: Finance Department

Agenda Item Description:

Discussion and possible action to accept and approve the monthly financial report for the period ending August 31, 2025.

Staff Briefing:

The presented financial reports are cumulative from October 1, 2024, through the period ending date. These reports are presented to keep the City Council, Mayor and City Manager up to date on the financial condition of the City of Live Oak.

Attached is a memorandum outlining some of the major points of interest, along with the Financial Report for the period ending August 31, 2025. The financial reports are cumulative from October 1, 2024, through the ending period. This report is also unaudited and subject to slight changes.

Action:

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

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

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

Staff Recommended Motion:

The recommended motion is to accept and approve the monthly financial report for the period ending August 31, 2025.

MEMORANDUM

Date: November 4, 2025

To: Mayor and City Council

Via: Anas Garfaoui, City Manager

From: Leroy Kowalik, Finance Director

RE: Financial update through period ending August 31, 2025

Attached is a financial report for all funds that represents a snapshot of the financial status as of August 31, 2025. This report represents eleven months into the fiscal year; therefore, revenues and expenditures should be targeted around the 92% of budget. Interfund transfers are recorded for quarterly financial reports. The amounts reflected in the attached report are unaudited and are subject to minor changes. In the remainder of this memo, I have focused on some of the points of interests within some of the major funds. Should you desire further information or more detailed information, please feel free to contact me at your convenience. This financial update is cumulative (October 2024 through ending period).

General Fund:

Overall revenues are at 97% of budget. Revenues are above the target percentage primarily because of timing of which the City receives its different revenue sources. Property taxes are already at 99% because the largest portion of property tax revenue comes to the City in late December through January. Other taxes including sales tax revenue are at 98%. Sales tax recorded for October 2024 thru August 2025 was higher (2.15%) than the same months in 2023-2024. Fines & forfeitures are at 84%. Permits and Licenses are at 89%. Franchise fees (83%) and Service Use fees (93%) are right around the targeted percentage. Most of the franchise fees accrue and pay out quarterly and service use fees are seasonal. Interest is at 138% which is indicative of where the Federal Funds Rate is.

Overall expenditures are slightly below target at 83% of budget. Many of the departments are close to the targeted percentage. One thing that affect the overall percentage is the timing of some of the larger expenditures. Longevity pay is paid out in November. Workers Comp and Property and Liability Insurance are paid early in the fiscal year. Other several annual expenditures don't get started till the spring and summer months. There are several departments that are slightly lower than the target mainly because of vacancies, emergency contingencies that were budgeted and seasonal activities. Once again, transfers and some accruals are recorded on a quarterly basis.

As of the report date, total revenues recorded through August 31, 2025 is \$17,349,488. Total expenditures recorded through the same period are \$17,083,712. This activity results in a current net gain of \$265,776. This current net gain brings the City's General Fund balance to \$14,639,686. This balance is following budget projections.

The Capital Project Funds:

The Capital Project Funds are created with specific projects to get accomplished.

As of August 2025:

The 2022 GO Bond Fund was created to track the receipt of the bond proceeds and accompany interest income and the expenditures to be made in accordance with the street projects identified as part of the 2022 bond election. As of this period, \$297,228 was recorded as interest income. \$8,613,222 was expended on project/bond work. The fund balance as of this period is \$59,344.

The Capital Project Fund is where the City tracks a variety of projects that are not recorded through the General Fund. This keeps this function separate from General Fund operations. The fund balance as of this period is \$4,595,072. As of this period, \$2,263,455 has been expended on project work.

The Utility Funds:

The Utility operating fund is slightly above the target on revenue collections (94%) and above the target on expenditures (96%). Recorded revenues are above expenditures through August 2025 by \$76,553. The actual cash and cash equivalents in the operating fund have increased to approximately \$255,731. These figures already include the annual payments for our annual leased water rights, any additional leased water rights needed and the EAA Management Fees. These figures also include three quarters of the budgeted transfers out as well. The fund balance in the Utility Renewals and Replacement Fund is at approximately \$1,152,929. The combined fund balance for our Utility System is \$1,408,660 as of August 2025.

The Stormwater Utility Fund revenues are slightly below the target at 89%. Expenditures are below at 70%. The cash and cash equivalents (working capital) for the Stormwater fund is currently \$230,135. As with the other funds, operating transfers out occur on a quarterly basis and will draw this fund balance down.

The summary report for all funds, supporting this memo is attached. For detailed information, or should you have any questions, please contact me.

**City of Live Oak
General Fund**

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Taxes - Ad Valorem	\$ 5,776,769	\$ -	\$ 5,776,769	\$ 5,709,084	99%
Taxes - Sales Tax, Mixed Beverage	8,718,627	-	8,718,627	8,515,466	98%
Franchise Fees	1,172,000	-	1,172,000	971,741	83%
Permits & Licenses	303,100	-	303,100	269,558	89%
Grants & Intergovernmental	255,000	-	255,000	224,997	88%
Service Use Fees	112,400	-	112,400	104,031	93%
Fines and Forfeitures	546,000	-	546,000	461,055	84%
Interest	490,000	-	490,000	675,168	138%
Miscellaneous	96,000	-	96,000	94,388	98%
Total Revenues:	<u>17,469,896</u>	<u>-</u>	<u>17,469,896</u>	<u>17,025,488</u>	<u>97%</u>
Expenditures by Department:					
City Council	49,650	-	49,650	34,553	70%
Council Contingency	200,000	-	200,000	153,823	77%
City Manager's Office	431,950	-	431,950	361,729	84%
City Secretary's Office	680,175	-	680,175	597,037	88%
Municipal Court	439,575	-	439,575	330,368	75%
Finance	834,300	-	834,300	677,813	81%
Emergency Management	19,835	-	19,835	11,605	59%
Police Department	5,687,630	-	5,687,630	5,050,975	89%
Communication Services	1,084,125	-	1,084,125	906,115	84%
Fire and EMS Services Department	3,745,071	-	3,745,071	3,214,731	86%
Public Works	1,651,750	-	1,651,750	1,325,906	80%
Streets Maintenance	1,084,450	-	1,084,450	646,054	60%
Animal Control	450,462	-	450,462	358,520	80%
Parks Maintenance	936,000	-	936,000	717,536	77%
Recreation	347,550	-	347,550	292,489	84%
Planning and Zoning	274,800	-	274,800	198,401	72%
Development Services	322,665	-	322,665	205,660	64%
Information Technology	495,400	-	495,400	379,500	77%
Total Expenditures	<u>18,735,388</u>	<u>-</u>	<u>18,735,388</u>	<u>15,462,815</u>	<u>83%</u>
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(1,265,492)	-	(1,265,492)	1,562,673	
Other Sources and (Uses):					
Interfund Transfers In	432,000	-	432,000	324,000	75%
Interfund Transfers Out	(2,159,029)	-	(2,159,029)	(1,620,897)	75%
Total Other Sources and Uses:	<u>(1,727,029)</u>	<u>-</u>	<u>(1,727,029)</u>	<u>(1,296,897)</u>	<u>75%</u>
Net Change in Fund Balance	(2,992,521)	-	(2,992,521)	265,776	
Beginning Fund Balance - October 1, 2024	<u>\$ 14,305,596</u>	<u>\$ 68,314</u>	<u>\$ 14,373,910</u>	<u>\$ 14,373,910</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 11,313,075</u>	<u>\$ 68,314</u>	<u>\$ 11,381,389</u>	<u>\$ 14,639,686</u>	
Approved Designated Fund Balance Appropriations					
Undesignated Fund Balance	2,992,521	-	2,992,521	-	
	<u>2,992,521</u>	<u>-</u>	<u>2,992,521</u>	<u>-</u>	

City of Live Oak
Asset Replacement Fund

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Interest	\$ 90,000	\$ -	\$ 90,000	\$ 137,685	153%
Miscellaneous	-	-	-	97,404	0%
Total Revenues:	<u>90,000</u>	<u>-</u>	<u>90,000</u>	<u>235,089</u>	<u>261%</u>
Expenditures:					
Vehicles/Equipment	<u>1,004,500</u>	<u>-</u>	<u>1,004,500</u>	<u>718,447</u>	<u>72%</u>
Total Expenditures	<u>1,004,500</u>	<u>-</u>	<u>1,004,500</u>	<u>718,447</u>	<u>72%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(914,500)	-	(914,500)	(483,358)	
Other Sources and Uses:					
Interfund Transfers In	<u>1,479,707</u>	<u>-</u>	<u>1,479,707</u>	<u>1,109,780</u>	<u>75%</u>
Total Other Sources and Uses:	<u>1,479,707</u>	<u>-</u>	<u>1,479,707</u>	<u>1,109,780</u>	<u>75%</u>
Net Change in Fund Balance	565,207	-	565,207	626,422	
Beginning Fund Balance - October 1, 2024	<u>\$ 3,350,921</u>	<u>\$ (9,016)</u>	<u>\$ 3,341,905</u>	<u>\$ 3,341,905</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 3,916,128</u>	<u>\$ (9,016)</u>	<u>\$ 3,907,112</u>	<u>\$ 3,968,327</u>	

**City of Live Oak
Abatement Fund**

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Service Fees	\$ 7,000	\$ -	\$ 7,000	\$ 1,908	27%
Total Revenues:	<u>7,000</u>	<u>-</u>	<u>7,000</u>	<u>1,908</u>	<u>27%</u>
Expenditures:					
Public Works	<u>16,000</u>	<u>-</u>	<u>16,000</u>	<u>10,950</u>	<u>68%</u>
Total Expenditures	<u>16,000</u>	<u>-</u>	<u>16,000</u>	<u>10,950</u>	<u>68%</u>
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(9,000)	-	(9,000)	(9,042)	
Other Sources and Uses:					
Interfund Transfers In	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Total Other Sources and Uses:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Net Change in Fund Balance	(9,000)	-	(9,000)	(9,042)	
Beginning Fund Balance - October 1, 2024	<u>\$ 53,654</u>	<u>\$ 947</u>	<u>\$ 54,601</u>	<u>\$ 54,601</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 44,654</u>	<u>\$ -</u>	<u>\$ 45,601</u>	<u>\$ 45,559</u>	

**City of Live Oak
Debt Service Fund**

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Taxes - Ad Valorem	\$ 1,472,876	\$ -	\$ 1,472,876	\$ 1,452,148	99%
Interest	60,000	-	60,000	29,972	50%
Total Revenues:	<u>1,532,876</u>	<u>-</u>	<u>1,532,876</u>	<u>1,482,120</u>	<u>97%</u>
Expenditures:					
Debt Service	<u>2,393,200</u>	<u>-</u>	<u>2,393,200</u>	<u>2,390,200</u>	<u>100%</u>
Total Expenditures	<u>2,393,200</u>	<u>-</u>	<u>2,393,200</u>	<u>2,390,200</u>	<u>100%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(860,324)	-	(860,324)	(908,080)	
Other Sources and Uses:					
Interfund Transfers In	<u>917,324</u>	<u>-</u>	<u>917,324</u>	<u>687,993</u>	<u>75%</u>
Total Other Sources and Uses:	<u>917,324</u>	<u>-</u>	<u>917,324</u>	<u>687,993</u>	<u>75%</u>
Net Change in Fund Balance	57,000	-	57,000	(220,087)	
Beginning Fund Balance - October 1, 2024	<u>\$ 603,042</u>	<u>\$ (2,375)</u>	<u>\$ 600,667</u>	<u>\$ 600,667</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 660,042</u>	<u>\$ (2,375)</u>	<u>\$ 657,667</u>	<u>\$ 380,580</u>	

**City of Live Oak
Forfeiture Fund**

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Fines & Forfeitures	\$ 52,000	\$ -	\$ 52,000	\$ 86,390	166%
Interest	8,000	-	8,000	11,163	140%
Total Revenues:	<u>60,000</u>	<u>-</u>	<u>60,000</u>	<u>97,553</u>	<u>163%</u>
Expenditures:					
Federal Forfeitures	160,200	-	160,200	\$ 83,186	52%
State Forfeitures	-	-	-	-	0%
Total Expenditures	<u>160,200</u>	<u>-</u>	<u>160,200</u>	<u>\$ 83,186</u>	<u>52%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(100,200)	-	(100,200)	\$ 14,367	
Net Change in Fund Balance	(100,200)	-	(100,200)	\$ 14,367	
Beginning Fund Balance - October 1, 2024	<u>\$ 375,380</u>	<u>\$ 25,361</u>	<u>\$ 400,741</u>	<u>\$ 400,741</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 275,180</u>	<u>\$ 25,361</u>	<u>\$ 300,541</u>	<u>\$ 415,108</u>	

**City of Live Oak
Federal /State Grants**

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Grants & Intergovernmental Allocations	\$ -	\$ -	\$ -	\$ -	0%
Interest	-	-	-	-	0%
Total Revenues:	-	-	-	-	0%
Expenditures:					
Project Construction	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
Net Change in Fund Balance	-	-	-	-	
Beginning Fund Balance - October 1, 2024	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Ending Fund Balance - August 31, 2025	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**City of Live Oak
Child Safety Fund**

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Grants & Intergovernmental Allocations	\$ 16,000	\$ -	\$ 16,000	\$ 19,488	122%
Interest	<u>5,000</u>	<u>-</u>	<u>5,000</u>	<u>6,450</u>	<u>129%</u>
Total Revenues:	<u>21,000</u>	<u>-</u>	<u>21,000</u>	<u>25,938</u>	<u>124%</u>
Expenditures:					
Police Department	3,500	-	3,500	1,152	33%
Fire & Inspections	2,500	-	2,500	-	0%
Public Works-General	<u>44,735</u>	<u>-</u>	<u>44,735</u>	<u>405</u>	<u>1%</u>
Total Expenditures	<u>50,735</u>	<u>-</u>	<u>50,735</u>	<u>1,557</u>	<u>3%</u>
 Net Change in Fund Balance	 (29,735)	 -	 (29,735)	 24,381	
 Beginning Fund Balance - October 1, 2024	 <u>\$ 168,990</u>	 <u>\$ 8,128</u>	 <u>\$ 177,118</u>	 <u>\$ 177,118</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 139,255</u>	<u>\$ 8,128</u>	<u>\$ 147,383</u>	<u>\$ 201,499</u>	

**City of Live Oak
Court Technology Fund**

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Fines & Forfeitures	\$ 14,000	\$ -	\$ 14,000	\$ 9,210	66%
Interest	3,000	-	3,000	4,859	162%
Total Revenues:	<u>17,000</u>	<u>-</u>	<u>17,000</u>	<u>14,069</u>	<u>83%</u>
Expenditures:					
Municipal Court	<u>27,600</u>	<u>-</u>	<u>27,600</u>	<u>16,807</u>	<u>61%</u>
Total Expenditures	<u>27,600</u>	<u>-</u>	<u>27,600</u>	<u>16,807</u>	<u>61%</u>
Net Change in Fund Balance	(10,600)	-	(10,600)	(2,738)	
Beginning Fund Balance - October 1, 2024	<u>\$ 124,299</u>	<u>\$ 678</u>	<u>\$ 124,977</u>	<u>\$ 124,977</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 113,699</u>	<u>\$ 678</u>	<u>\$ 114,377</u>	<u>\$ 122,239</u>	

**City of Live Oak
Court Security Fund**

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Fines & Forfeitures	\$ 13,000	\$ -	\$ 13,000	\$ 10,817	83%
Interest	<u>1,000</u>	<u>-</u>	<u>1,000</u>	<u>3,040</u>	<u>304%</u>
Total Revenues:	14,000	-	14,000	13,857	99%
Expenditures:					
Municipal Court	<u>25,375</u>	<u>-</u>	<u>25,375</u>	<u>4,122</u>	<u>16%</u>
Total Expenditures	<u>25,375</u>	<u>-</u>	<u>25,375</u>	<u>4,122</u>	<u>16%</u>
 Net Change in Fund Balance	 (11,375)	 -	 (11,375)	 9,735	
 Beginning Fund Balance - October 1, 2024	 \$ 71,834	 \$ 8,757	 \$ 80,591	 \$ 80,591	
Ending Fund Balance - August 31, 2025	<u>\$ 60,459</u>	<u>\$ 8,757</u>	<u>\$ 69,216</u>	<u>\$ 90,326</u>	

City of Live Oak
Hotel Occupancy Tax (HOT) Fund

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Occupancy Tax	\$ 615,000	\$ -	\$ 615,000	\$ 463,800	75%
Interest	40,000	-	40,000	53,473	134%
Total Revenues:	<u>655,000</u>	<u>-</u>	<u>655,000</u>	<u>517,273</u>	<u>79%</u>
Expenditures:					
Administration Department	<u>803,000</u>	<u>-</u>	<u>803,000</u>	<u>428,984</u>	<u>53%</u>
Total Expenditures	<u>803,000</u>	<u>-</u>	<u>803,000</u>	<u>428,984</u>	<u>53%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(148,000)	-	(148,000)	88,289	
Other Sources and Uses:					
Interfund Transfers Out	<u>(24,156)</u>	<u>-</u>	<u>(24,156)</u>	<u>(18,117)</u>	<u>75%</u>
Total Other Sources and Uses:	<u>(24,156)</u>	<u>-</u>	<u>(24,156)</u>	<u>(18,117)</u>	<u>75%</u>
Net Change in Fund Balance	(172,156)	-	(172,156)	70,172	
Beginning Fund Balance - October 1, 2024	<u>\$ 1,335,498</u>	<u>\$ 187,393</u>	<u>\$ 1,522,891</u>	<u>\$ 1,522,891</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 1,163,342</u>	<u>\$ 187,393</u>	<u>\$ 1,350,735</u>	<u>\$ 1,593,063</u>	

City of Live Oak
Emergency Radio System Fund

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Service Use Fees	\$ 5,000	\$ -	\$ 5,000	\$ 1,500	30%
Interest	<u>3,000</u>	<u>-</u>	<u>3,000</u>	<u>1,670</u>	<u>56%</u>
Total Revenues:	<u>8,000</u>	<u>-</u>	<u>8,000</u>	<u>3,170</u>	<u>40%</u>
Expenditures:					
Emergency Radio System	<u>25,170</u>	<u>-</u>	<u>25,170</u>	<u>6,274</u>	<u>25%</u>
Total Expenditures	<u>25,170</u>	<u>-</u>	<u>25,170</u>	<u>6,274</u>	<u>25%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(17,170)	-	(17,170)	(3,104)	
Other Sources and Uses:					
Interfund Transfers Out	<u>(10,000)</u>	<u>-</u>	<u>(10,000)</u>	<u>(7,500)</u>	<u>75%</u>
Total Other Sources and Uses:	<u>(10,000)</u>	<u>-</u>	<u>(10,000)</u>	<u>(7,500)</u>	<u>75%</u>
Net Change in Fund Balance	(27,170)	-	(27,170)	(10,604)	
Beginning Fund Balance - October 1, 2024	<u>\$ 85,945</u>	<u>\$ (462)</u>	<u>\$ 85,483</u>	<u>\$ 85,483</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 58,775</u>	<u>\$ (462)</u>	<u>\$ 58,313</u>	<u>\$ 74,879</u>	

**City of Live Oak
PEG Fund**

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Franchise Fee	\$ 50,000	\$ -	\$ 50,000	\$ 34,546	69%
Total Revenues:	50,000	-	50,000	34,546	69%
Expenditures:					
Capital Outlay	65,000	-	65,000	-	0%
Total Expenditures	65,000	-	65,000	-	0%
Net Change in Fund Balance	(15,000)	-	(15,000)	34,546	
Beginning Fund Balance - October 1, 2024	<u>\$ 480,161</u>	<u>\$ (2,413)</u>	<u>\$ 477,748</u>	<u>\$ 477,748</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 465,161</u>	<u>\$ (2,413)</u>	<u>\$ 462,748</u>	<u>\$ 512,294</u>	

City of Live Oak
Alamo Regional SWAT Fund

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Intergovernmental	\$ 52,000	\$ -	\$ 52,000	\$ 52,000	100%
Total Revenues:	52,000	-	52,000	52,000	100%
Expenditures:					
Capital Outlay	38,700	-	38,700	31,837	82%
Total Expenditures	38,700	-	38,700	31,837	82%
Excess (Deficiency) of Revenues Over (Under) Expenditures	13,300	-	13,300	20,163	
Other Sources and Uses:					
Interfund Transfers In	6,500	-	6,500	6,500	100%
Total Other Sources and Uses:	6,500	-	6,500	6,500	100%
Net Change in Fund Balance	19,800	-	19,800	26,663	
Beginning Fund Balance - October 1, 2024	<u>\$ 96,925</u>	<u>\$ (111)</u>	<u>\$ 96,814</u>	<u>\$ 96,814</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 116,725</u>	<u>\$ (111)</u>	<u>\$ 116,614</u>	<u>\$ 123,477</u>	

**City of Live Oak
2022 G.O. Bond Fund**

For the Period Ending August 31, 2025

	Original Budget	Budget Adjustments	Current Budget	Year-to-Date Actual	%
Revenue:					
Interest	\$ 400,000	\$ -	\$ 400,000	\$ 297,228	74%
Total Revenues:	400,000	-	400,000	297,228	74%
Expenditures:					
Professional Fees	75,000	-	75,000	550	1%
Construction Costs	7,880,063	820,274	8,700,337	8,612,671	99%
Total Expenditures	7,955,063	820,274	8,775,337	8,613,221	98%
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(7,555,063)	(820,274)	(8,375,337)	(8,315,993)	
Net Change in Fund Balance	(7,555,063)	(820,274)	(8,375,337)	(8,315,993)	
Beginning Fund Balance - October 1, 2024	\$ 7,555,063	\$ 820,274	\$ 8,375,337	\$ 8,375,337	
Ending Fund Balance - August 31, 2025	\$ -	\$ -	\$ -	\$ 59,344	

**City of Live Oak
Capital Projects Fund**

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Interest	\$ 75,000	\$ -	\$ 75,000	\$ 211,027	281%
Total Revenues:	75,000	-	75,000	211,027	281%
Expenditures:					
Professional Fees	200,000	-	200,000	180,397	90%
Capital Outlay - Equipment	635,188	-	635,188	609,151	96%
Construction	5,178,926	-	5,178,926	1,473,907	28%
Total Expenditures	<u>6,014,114</u>	<u>-</u>	<u>6,014,114</u>	<u>2,263,455</u>	<u>38%</u>
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(5,939,114)	-	(5,939,114)	(2,052,428)	
Other Sources and Uses:					
Interfund Transfers In	1,816,700	-	1,816,700	1,362,525	75%
Total Other Sources and Uses:	<u>1,816,700</u>	<u>-</u>	<u>1,816,700</u>	<u>1,362,525</u>	<u>75%</u>
Net Change in Fund Balance	(4,122,414)	-	(4,122,414)	(689,903)	
Beginning Fund Balance - October 1, 2024	<u>\$ 4,743,418</u>	<u>\$ 541,557</u>	<u>\$ 5,284,975</u>	<u>\$ 5,284,975</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 621,004</u>	<u>\$ 541,557</u>	<u>\$ 1,162,561</u>	<u>\$ 4,595,072</u>	

**City of Live Oak
Utility Operations Fund**

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Utility Revenue	\$ 6,790,405	\$ -	\$ 6,790,405	\$ 6,405,250	94%
Total Revenues:	6,790,405	-	6,790,405	6,405,250	94%
Expenditures:					
Administration Department	339,500	-	339,500	285,797	84%
Public Works General	5,882,831	-	5,882,831	5,692,650	97%
Total Expenditures	<u>6,222,331</u>	<u>-</u>	<u>6,222,331</u>	<u>5,978,447</u>	<u>96%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	568,074	-	568,074	426,803	
Other Sources and Uses:					
Interfund Transfers In	29,500		29,500	22,125	75%
Interfund Transfers Out	(496,500)	-	(496,500)	(372,375)	75%
Total Other Sources and Uses:	<u>(467,000)</u>	<u>-</u>	<u>(467,000)</u>	<u>(350,250)</u>	<u>75%</u>
Net Change in Fund Balance	101,074	-	101,074	76,553	
Beg. Net Working Cap - October 1, 2024	<u>\$ 165,572</u>	<u>\$ 13,606</u>	<u>\$ 179,178</u>	<u>\$ 179,178</u>	
End. Net Working Cap. - August 31, 2025	<u>\$ 266,646</u>	<u>\$ 13,606</u>	<u>\$ 280,252</u>	<u>\$ 255,731</u>	

City of Live Oak
Utility Development and Renewals/Replacement Fund

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Interest	\$ 35,000	\$ -	\$ 35,000	\$ 48,293	138%
Miscellaneous	-	-	-	-	0%
Total Revenues:	<u>35,000</u>	<u>-</u>	<u>35,000</u>	<u>48,293</u>	<u>138%</u>
Expenditures:					
Public Works General	<u>570,000</u>	<u>-</u>	<u>570,000</u>	<u>306,940</u>	<u>54%</u>
Total Expenditures	<u>570,000</u>	<u>-</u>	<u>570,000</u>	<u>306,940</u>	<u>54%</u>
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(535,000)	-	(535,000)	(258,647)	
Other Sources and Uses:					
Interfund Transfers In	<u>310,000</u>	<u>-</u>	<u>310,000</u>	<u>232,500</u>	<u>75%</u>
Total Other Sources and Uses:	<u>310,000</u>	<u>-</u>	<u>310,000</u>	<u>232,500</u>	<u>75%</u>
Net Change in Fund Balance	(225,000)	-	(225,000)	(26,147)	
Beginning Fund Balance - October 1, 2024	<u>\$ 1,148,402</u>	<u>\$ 30,674</u>	<u>\$ 1,179,076</u>	<u>\$ 1,179,076</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 923,402</u>	<u>\$ 30,674</u>	<u>\$ 954,076</u>	<u>\$ 1,152,929</u>	

City of Live Oak
Storm Water Utility Fund

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Utility Revenue	\$ 676,000	\$ -	\$ 676,000	\$ 601,203	89%
Total Revenues:	676,000	-	676,000	601,203	89%
Expenditures:					
Operations	904,500	-	904,500	633,603	70%
Total Expenditures	904,500	-	904,500	633,603	70%
Excess (Deficiency) of Revenues Over (Under) Expenditures	(228,500)	-	(228,500)	(32,400)	
Other Sources and Uses:					
Interfund Transfers Out	(87,869)	-	(87,869)	(65,902)	75%
Total Other Sources and Uses:	(87,869)	-	(87,869)	(65,902)	75%
Net Change in Fund Balance	(316,369)	-	(316,369)	(98,302)	
Beg. Net Working Cap - October 1, 2024	<u>\$ 345,923</u>	<u>\$ (17,486)</u>	<u>\$ 328,437</u>	<u>\$ 328,437</u>	
End. Net Working Cap. - August 31, 2025	<u>\$ 29,554</u>	<u>\$ (17,486)</u>	<u>\$ 12,068</u>	<u>\$ 230,135</u>	

**City of Live Oak
Economic Development Corporation**

For the Period Ending August 31, 2025

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Taxes - Other	\$ 2,724,209	\$ -	\$ 2,724,209	\$ 2,758,808	101%
Interest/Misc	<u>185,000</u>	<u>-</u>	<u>185,000</u>	<u>241,731</u>	<u>131%</u>
Total Revenues:	<u>2,909,209</u>	<u>-</u>	<u>2,909,209</u>	<u>3,000,539</u>	<u>103%</u>
Expenditures:					
Administration Department	1,034,470	-	1,034,470	366,100	35%
Utilities/Water Rights	600,000	-	600,000	-	0%
Land	155,000	-	155,000	-	0%
Unspecified Projects	<u>100,000</u>	<u>-</u>	<u>100,000</u>	<u>-</u>	<u>0%</u>
Total Expenditures	<u>1,889,470</u>	<u>-</u>	<u>1,889,470</u>	<u>366,100</u>	<u>19%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,019,739	-	1,019,739	2,634,439	
Other Sources and Uses:					
Interfund Transfers In	24,156	-	24,156	18,117	75%
Interfund Transfers Out	<u>(2,163,333)</u>	<u>-</u>	<u>(2,163,333)</u>	<u>(1,622,500)</u>	<u>75%</u>
Total Other Sources and Uses:	<u>(2,139,177)</u>	<u>-</u>	<u>(2,139,177)</u>	<u>(1,604,383)</u>	<u>75%</u>
Net Change in Fund Balance	(1,119,438)	-	(1,119,438)	1,030,056	
Beginning Fund Balance - October 1, 2024	<u>\$ 5,412,317</u>	<u>\$ (143,907)</u>	<u>\$ 5,268,410</u>	<u>\$ 5,268,410</u>	
Ending Fund Balance - August 31, 2025	<u>\$ 4,292,879</u>	<u>\$ (143,907)</u>	<u>\$ 4,148,972</u>	<u>\$ 6,298,466</u>	



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: November 4, 2025 Agenda item: 7C

Prepared by: L. Kowalik, Finance Director Reviewed by: A. Garfaoui, City Manager

Department: Finance Department

Agenda Item Description:

Discussion and possible action regarding a Resolution certifying and approving the tax assessment rolls of the City of Live Oak for tax year 2025.

Staff Briefing:

Section 26.09e of the State Property tax Code requires a taxing entity to approve the annual tax assessment rolls.

The total levy of \$8,031,558 increased from last year’s levy of \$7,534,107 by \$497,451.
The total actual levy is \$100,015 more than budgeted.

Action:

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

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

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

Staff Recommended Motion:

The recommended motion is for the approval of the Resolution certifying and approving the tax assessment rolls of the City of Live Oak for tax year 2025 as of October 1, 2025.

RESOLUTION NO. _____

**A RESOLUTION BY THE LIVE OAK CITY COUNCIL
CERTIFYING AND APPROVING THE TAX ASSESSMENT
ROLLS OF THE CITY OF LIVE OAK FOR THE YEAR 2025**

WHEREAS, after the adoption of the tax rate for the current year, the assessor for the City of Live Oak (City) must calculate the tax imposed on each property included on the appraisal roll for the City; and

WHEREAS, the assessor for the City must enter the amount of tax determined in accordance with Texas Tax Code Section 26.09 in the appraisal roll and submit it to the City Council for approval; and

WHEREAS, the Bexar County Tax Assessor reflects a total tax levy for the City of Live Oak of \$8,031,557.66; and

WHEREAS, the appraisal roll with amounts of tax entered as approved by the City Council constitutes the City's tax roll; and

WHEREAS, a summary of the assessment rolls for the tax year 2025 as of October 1, 2025 is attached hereto and make a part hereof.

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

Section 1. That the tax assessment rolls of the City of Live Oak, Texas for the year 2025 as submitted by the Bexar County Tax Assessor – Collector are hereby approved and certified.

Section 2. 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 3. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 4. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 5. 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 6. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this _____ day of _____, 2025.

Mary M Dennis, Mayor

ATTEST:

Isa Gaytan, City Secretary

APPROVED FOR LEGAL SUFFICIENCY:

City Attorney

2025 CERTIFIED TAX ROLL AS OF OCTOBER 1, 2025

TAX ASSESSMENT ROLLS OF LIVE OAK FOR THE YEAR 2025 SHOW THE FOLLOWING SUMMARIES:

ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	5,436	2,395,025,696	1,974,433,248	390,030.92	7,245,774.43
PERSONAL PROPERTY	546	212,600,708	202,757,014	.00	785,783.23
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
TOTAL	5,982	2,607,626,404	2,177,190,262	390,030.92	8,031,557.66

RATE OF TAXATION ASSESSMENT RATIO 100%
TOTAL TAX RATE 00.386734

ALBERT URESTI, MPA, PCAC
TAX ASSESSOR-COLLECTOR BEXAR COUNTY
BY :





CITY COUNCIL AGENDA ITEM FORM

Meeting Date: November 4, 2025

Agenda item: 7D

Prepared by: M. Fratus, Chief of Police

Reviewed by: A. Garfaoui, City Manager

Department: Police Department

Agenda Item Description:

Discussion and possible action regarding a Resolution on an Interlocal Cooperation Agreement between the City of Live Oak and the City of Selma for the usage of the Randolph Metro Emergency Communication System.

Staff Briefing:

This Interlocal Cooperation Agreement represents a renewal of an agreement that is currently in place for the use of the trunked radio system owned by the City of Live Oak. This agreement allows participating cities to use the communication system to gain interconnectivity and critical communication links among public safety entities throughout the Central Texas region. The agreement sets the fees and guidelines for using the system.

Action:

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

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

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

Staff Recommended Motion:

The staff recommended motion is to approve the Resolution.

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIVE OAK,
TEXAS AUTHORIZING THE CITY MANAGER OR THE CITY
MANAGER'S DESIGNEE TO EXECUTE AN INTERLOCAL
AGREEMENT FOR THE TRUNKED RADIO SYSTEM; AND
AUTHORIZING ANY ADDITIONAL ACTIONS REASONABLY
NECESSARY THEREWITH; AND ESTABLISHING AN EFFECTIVE
DATE.**

WHEREAS, the City of Live Oak wishes to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code for the Trunked Radio System with the City of Selma, Texas; and

WHEREAS, the Parties have determined that the City of Live Oak operates a Trunked Radio System, under an agreement with the Lower Colorado River Authority ("LCRA"), which provides interconnectivity and critical communications links among public safety entities throughout the Central Texas region; and

WHEREAS, the City of Live Oak may provide the communications equipment, infrastructure, and technical services necessary for the operation of 800MHz radio equipment to the City of Selma; and

WHEREAS, these services will support the City of Selma's efforts in deploying and maintaining reliable radio communications for public safety operations, responses to catastrophic or large-scale incidents, natural disasters, and other local emergency and public service needs.

WHEREAS, the Parties have agreed to this Agreement to provide a legal framework to share the costs associated with the system upgrade; and

WHEREAS, the City Council hereby finds that the Agreement is reasonable and necessary for the safety and welfare of the City and employees; and

WHEREAS, the City Council finds that the City Manager or his designee may enter into the agreement and take any additional actions reasonably necessary to ensure such amendment is executed.

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 Interlocal Agreement for the Trunked Radio System as set out in **Exhibit "A"**.

Section 2. The City Manager, or his designee, is hereby authorized to execute the Interlocal Agreement for the Trunked Radio System, 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

(CITY SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LIVE OAK,
TEXAS AND THE CITY OF SELMA, TEXAS**

INTERLOCAL COOPERATION AGREEMENT

BETWEEN THE CITY OF LIVE OAK, TEXAS AND THE CITY OF SELMA, TEXAS

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between, as Parties, the **City of Selma, Texas** ("User"), a local government and political subdivision of the State of Texas, and the **City of Live Oak, Texas** ("Live Oak"), a Home Rule municipality and political subdivision of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code), to be effective for all purposes as of execution by all parties of this document (the "Effective Date").

RECITALS

The **User** is authorized by law to commission peace officers for the protection of property, the general public, and the enforcement of state laws and its own regulations. The **City of Live Oak** ("Live Oak") operates a **Trunked Radio System** under an agreement with the **Lower Colorado River Authority** ("LCRA"), which provides interconnectivity and critical communications links among public safety entities throughout the Central Texas region.

Live Oak and User desire to enter into this Agreement to allow Live Oak to provide the communications equipment, infrastructure, and technical services necessary for the operation of **800MHz radio equipment**, as further described herein. These services will support the User's efforts in deploying and maintaining reliable radio communications for public safety operations, responses to catastrophic or large-scale incidents, natural disasters, and other local emergency and public service needs.

The Parties are authorized to enter into this arrangement under **Chapter 791 of the Texas Government Code**, commonly known as the **Interlocal Cooperation Act**, and specifically **Section 791.025**.

AGREEMENT

In consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Agreement

1.1. **System Access** Live Oak shall provide the User with an interconnection to the Trunked Radio System, including the use of antennas, switchgear, billing systems, and other

communications infrastructure, pursuant to its agreement with the Lower Colorado River Authority (LCRA).

1.2. **Fees** User shall pay Live Oak the applicable user fees for programmed radios and other authorized facilities deployed under this Agreement, as outlined in the fee schedule attached hereto as **Attachment A**.

1.3. **Programming Authorization** Any radio service provider acting on behalf of the User must obtain prior written approval from Live Oak before programming any radios for use on the Live Oak radio system.

1.4. **Equipment Modifications** Before making any modifications to equipment that interfaces with the Live Oak Trunked Radio System, the User must obtain written authorization from Live Oak. Live Oak must approve all proposed changes to communications equipment design and programming prior to implementation.

1.5. **Equipment Ownership and Maintenance** The User shall be solely responsible for the purchase, operation, and maintenance of its subscriber equipment (e.g., radios or other related devices used in connection with the Trunked Radio System interconnection provided by Live Oak).

1.6. **Permitted Use** of the Live Oak radio system is limited to entities that Live Oak determines provide services related to public safety and for whom interoperable communications are necessary to protect the health, safety, and welfare of the citizens of Texas. This includes the User.

2. Services to be Provided

2.1. **System Infrastructure Maintenance** Live Oak shall support the maintenance of the Trunked Radio System infrastructure, including but not limited to antennas, switchgear, billing systems, and other related communications infrastructure, as provided under this Agreement.

2.2. **User Group Meetings** User group meetings will be held as needed at the Live Oak Police Department Training Room. These meetings shall be open to area police chiefs and department heads from agencies that are paying participants in the Live Oak Trunked Radio System. Meetings may be scheduled at the request of any participating agency.

3. Compensation

3.1. **Payment for Services** The User agrees to compensate Live Oak in accordance with the terms of this Agreement for the equipment and services provided by Live Oak, at the fees or rates specified herein and in **Attachment A**.

3.2. **Invoicing** Live Oak shall issue itemized invoices to the User for the services provided. Each invoice shall specify the number of radios and any associated charges. The User shall remit payment in accordance with the terms set forth in this Agreement.

3.3. **Billing Schedule** Live Oak shall send invoices to the User monthly, on or before the first day of each month.

3.4. **Payment Terms** The User shall remit the payment to Live Oak within thirty (30) days of the invoice date.

3.5. **Late Payments** Invoices not paid within thirty (30) days shall be considered overdue and will accrue interest at a rate of five percent (5%) per month, for up to ninety (90) days. If

payment remains outstanding after ninety (90) days, Live Oak reserves the right to suspend or disconnect all radio services provided under this Agreement until the account is brought current.

4. Liability

Each Party shall be responsible for its own acts, including the sole negligence of its officers, agents, contractors, servants, or employees, in connection with any claims, demands, costs, or expenses arising out of or related to activities conducted under this Agreement. Neither Party shall be responsible for the acts or omissions of the other Party.

5. Survivability of Actions

All obligations and responsibilities of the Parties under this Agreement shall survive its termination to the extent they arise from any act, omission, or occurrence that took place prior to the effective date of termination

6. Consequential and Incidental Damages

6.1. Limitation of Liability In no event shall either Party be liable under any provision of this Agreement for any special, indirect, incidental, consequential, or punitive damages. This includes, but is not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, or the cost of temporary equipment or services, whether such damage arises in whole or in part under contract, tort (including negligence), strict liability, or any other theory of liability. **Provided, however,** that any damages for which a Party may be liable to the other under a separate agreement between the Parties shall not be deemed special, indirect, incidental, or consequential damages for purposes of this Agreement.

7. Terms

7.1. Initial Term The Agreement shall begin as of the Effective Date of this Agreement and continue until two years, unless terminated earlier in accordance with the provisions of this Agreement.

7.2. Renewal Terms This Agreement will be automatically renewed for up to three (3) year renewal periods unless a Party gives the other Party at least 180 days (6 months) written notice of non-renewal prior to the end of the then existing initial or renewal term.

7.3. Termination Either Party may terminate this Agreement upon eighteen (18) months prior written notice of the Party's intent to terminate sent to the other Party. In the event there are circumstances that prevent LIVE OAK from performing under this Agreement, including force majeure, LIVE OAK shall provide written notice to the User, and this Agreement shall terminate immediately.

7.4. Default If either Party fails to perform in accordance with the terms and conditions of this Agreement, the Party claiming injury from the alleged default shall give the allegedly defaulting

Party thirty (30) days' written notice to cure such default. In the event the default is not cured within such a 30-day period, the Party claiming injury may terminate this Agreement.

8. Notices

8.1. Correspondence All correspondence, notices, and invoices under this Agreement shall be in writing and sent to the designated representatives of the Parties as set forth below. If a Party changes its designated recipient, it shall notify the other Party in writing of the change.

8.2. Notices shall be effective upon receipt and shall be deemed received when:

- Delivered by hand,
- Sent by facsimile transmission or email,
- Sent by overnight courier, or
- Two (2) business days after being deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

User:

Johnny Casias
City Administrator, City of Selma
9375 Corporate Drive
Selma, Texas 78154
Phone: (210) 651-7858
Fax: (210) 651-9450

Live Oak:

Anas Garfaoui
City Manager, City of Live Oak
City of Live Oak
8001 Shin Oak Drive
Live Oak, TX 78233
Phone: (210) 653-9140
Fax: (210) 653-2766

9. Authority

9.1. The Parties certify that:

- (1) The services described in and to be provided under this Agreement are necessary and essential for activities properly within the Parties' statutory functions; and
- (2) The proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions.

10. Miscellaneous

10.1. Gender and Number Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include

the others. If any clause, sentence, provision, paragraph, or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect, impair, invalidate, or nullify the remainder of this Agreement, which shall remain in full force and effect according to the original intent of the Parties.

10.2. Entire Agreement and Amendments This Agreement constitutes a complete and entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement shall not be amended, modified, or discharged except by a written agreement duly executed by authorized representatives of both Parties. No official, representative, or employee of either Party shall have authority to modify this Agreement except as expressly authorized by the governing body of the Party.

10.3. Third-Party Beneficiaries Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the Parties hereto any rights, benefits, or remedies under or by reason of this Agreement. No Party waives any immunity or defense available against claims by third parties by entering into this Agreement.

10.4. Independent Entities User personnel are not employees of Live Oak, nor are Live Oak employees, employees of User. This Agreement does not create any partnership, employment, fiduciary, insurance, or agency relationship between the Parties or their respective agents, employees, volunteers, or officers. Neither Party shall be liable for the acts or omissions of the other Party or its agents or officers, except as determined by a court of competent jurisdiction.

10.5. Immunity Nothing in this Agreement shall be construed as waiving any immunity from suit or liability to which a Party may be entitled under applicable law, except as may be required for acts violating criminal laws.

10.6. Force Majeure Neither Party shall be liable for delays, nonperformance, damages, or losses caused by events beyond its reasonable control, including but not limited to natural disasters, severe weather, fires, floods, sabotage, government or regulatory actions (including withholding approvals), strikes, embargoes, or delays caused by vendors or contractors.

10.7. The Governing Law and Venue This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction and venue for any litigation arising from this Agreement shall lie exclusively in the state courts located in Bexar County, Texas.

10.8. Counterparts and Headings This Agreement and its attachments may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Headings are for convenience only and shall not affect the interpretation of this Agreement.

10.9. Periodic Reviews and Equipment Loans The Parties agree to conduct periodic reviews upon request to coordinate operations and administrative or management activities related to the services. The Parties may loan equipment to each other under this Agreement; however, any

loaned equipment shall remain the property of the loaning Party and must be returned within a reasonable time upon request to ensure uninterrupted official duties and services.

10.10. Binding Effect and Assignment This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Party.

10.11. Authority to Execute by executing this Agreement, the undersigned individuals warrant and represent that they are duly authorized and have full authority to bind their respective Parties and governing boards or councils to the terms of this Agreement.

USER – City of Selma

City Administrator _____ Date _____

City of Live Oak

City Manager _____ Date _____

Attorney _____ Date _____



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: November 4, 2025

Agenda item: 7E

Prepared by: M. Fratus, Chief of Police

Reviewed by: A. Garfaoui, City Manager

Department: Police Department

Agenda Item Description:

Discussion and possible action regarding a Resolution on an Interlocal Cooperation Agreement between the City of Live Oak and the City of Schertz for the usage of the Randolph Metro Emergency Communication System.

Staff Briefing:

This Interlocal Cooperation Agreement represents a renewal of an agreement that is currently in place for the use of the trunked radio system owned by the City of Live Oak. This agreement allows participating cities to use the communication system to gain interconnectivity and critical communication links among public safety entities throughout the Central Texas region. The agreement sets the fees and guidelines for using the system.

Action:

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

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

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

Staff Recommended Motion:

The staff recommended motion is to approve the Resolution.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT FOR THE TRUNKED RADIO SYSTEM; AND AUTHORIZING ANY ADDITIONAL ACTIONS REASONABLY NECESSARY THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Live Oak wishes to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code for the Trunked Radio System with the City of Schertz, Texas; and

WHEREAS, the Parties have determined that the City of Live Oak operates a Trunked Radio System, under an agreement with the Lower Colorado River Authority ("LCRA"), which provides interconnectivity and critical communications links among public safety entities throughout the Central Texas region; and

WHEREAS, the City of Live Oak may provide the communications equipment, infrastructure, and technical services necessary for the operation of 800MHz radio equipment to the City of Schertz; and

WHEREAS, these services will support the City of Schertz's efforts in deploying and maintaining reliable radio communications for public safety operations, responses to catastrophic or large-scale incidents, natural disasters, and other local emergency and public service needs.

WHEREAS, the Parties have agreed to this Agreement to provide a legal framework to share the costs associated with the system upgrade; and

WHEREAS, the City Council hereby finds that the Agreement is reasonable and necessary for the safety and welfare of the City and employees; and

WHEREAS, the City Council finds that the City Manager or his designee may enter into the agreement and take any additional actions reasonably necessary to ensure such amendment is executed.

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 Interlocal Agreement for the Trunked Radio System as set out in **Exhibit "A"**.

Section 2. The City Manager, or his designee, is hereby authorized to execute the Interlocal Agreement for the Trunked Radio System, 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

(CITY SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LIVE OAK,
TEXAS AND THE CITY OF SCHERTZ, TEXAS**

INTERLOCAL COOPERATION AGREEMENT

BETWEEN THE CITY OF LIVE OAK, TEXAS AND THE CITY OF SCHERTZ, TEXAS

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between, as Parties, the **City of Schertz, Texas** ("User"), a local government and political subdivision of the State of Texas, and the **City of Live Oak, Texas** ("Live Oak"), a Home Rule municipality and political subdivision of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code), to be effective for all purposes as of execution by all parties of this document (the "Effective Date").

RECITALS

The **User** is authorized by law to commission peace officers for the protection of property, the general public, and the enforcement of state laws and its own regulations. The **City of Live Oak** ("Live Oak") operates a **Trunked Radio System** under an agreement with the **Lower Colorado River Authority** ("LCRA"), which provides interconnectivity and critical communications links among public safety entities throughout the Central Texas region.

Live Oak and User desire to enter into this Agreement to allow Live Oak to provide the communications equipment, infrastructure, and technical services necessary for the operation of **800MHz radio equipment**, as further described herein. These services will support the User's efforts in deploying and maintaining reliable radio communications for public safety operations, responses to catastrophic or large-scale incidents, natural disasters, and other local emergency and public service needs.

The Parties are authorized to enter into this arrangement under **Chapter 791 of the Texas Government Code**, commonly known as the **Interlocal Cooperation Act**, and specifically **Section 791.025**.

AGREEMENT

In consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Agreement

1.1. **System Access** Live Oak shall provide the User with an interconnection to the Trunked Radio System, including the use of antennas, switchgear, billing systems, and other

communications infrastructure, pursuant to its agreement with the Lower Colorado River Authority (LCRA).

1.2. **Fees** User shall pay Live Oak the applicable user fees for programmed radios and other authorized facilities deployed under this Agreement, as outlined in the fee schedule attached hereto as **Attachment A**.

1.3. **Programming Authorization** Any radio service provider acting on behalf of the User must obtain prior written approval from Live Oak before programming any radios for use on the Live Oak radio system.

1.4. **Equipment Modifications** Before making any modifications to equipment that interfaces with the Live Oak Trunked Radio System, the User must obtain written authorization from Live Oak. Live Oak must approve all proposed changes to communications equipment design and programming prior to implementation.

1.5. **Equipment Ownership and Maintenance** the User shall be solely responsible for the purchase, operation, and maintenance of its subscriber equipment (e.g., radios or other related devices used in connection with the Trunked Radio System interconnection provided by Live Oak).

1.6. **Permitted Use** of the Live Oak radio system is limited to entities that Live Oak determines provide services related to public safety and for whom interoperable communications are necessary to protect the health, safety, and welfare of the citizens of Texas. This includes the User.

2. Services to be Provided

2.1. **System Infrastructure Maintenance** Live Oak shall support the maintenance of the Trunked Radio System infrastructure, including but not limited to antennas, switchgear, billing systems, and other related communications infrastructure, as provided under this Agreement.

2.2. **User Group Meetings** User group meetings will be held as needed at the Live Oak Police Department Training Room. These meetings shall be open to area police chiefs and department heads from agencies that are paying participants in the Live Oak Trunked Radio System. Meetings may be scheduled at the request of any participating agency.

3. Compensation

3.1. **Payment for Services** the User agrees to compensate Live Oak in accordance with the terms of this Agreement for the equipment and services provided by Live Oak, at the fees or rates specified herein and in **Attachment A**.

3.2. **Invoicing** Live Oak shall issue itemized invoices to the User for the services provided. Each invoice shall specify the number of radios and any associated charges. The User shall remit payment in accordance with the terms set forth in this Agreement.

3.3. **Billing Schedule** Live Oak shall send invoices to the User monthly, on or before the first day of each month.

3.4. **Payment Terms** the User shall remit the payment to Live Oak within thirty (30) days of the invoice date.

3.5. **Late Payments** Invoices not paid within thirty (30) days shall be considered overdue and will accrue interest at a rate of five percent (5%) per month, for up to ninety (90) days. If

payment remains outstanding after ninety (90) days, Live Oak reserves the right to suspend or disconnect all radio services provided under this Agreement until the account is brought current.

4. Liability

Each Party shall be responsible for its own acts, including the sole negligence of its officers, agents, contractors, servants, or employees, in connection with any claims, demands, costs, or expenses arising out of or related to activities conducted under this Agreement. Neither Party shall be responsible for the acts or omissions of the other Party.

5. Survivability of Actions

All obligations and responsibilities of the Parties under this Agreement shall survive its termination to the extent they arise from any act, omission, or occurrence that took place prior to the effective date of termination

6. Consequential and Incidental Damages

6.1. Limitation of Liability In no event shall either Party be liable under any provision of this Agreement for any special, indirect, incidental, consequential, or punitive damages. This includes, but is not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, or the cost of temporary equipment or services, whether such damage arises in whole or in part under contract, tort (including negligence), strict liability, or any other theory of liability. **Provided, however,** that any damages for which a Party may be liable to the other under a separate agreement between the Parties shall not be deemed special, indirect, incidental, or consequential damages for purposes of this Agreement.

7. Terms

7.1. Initial Term the Agreement shall begin as of the Effective Date of this Agreement and continue until two years, unless terminated earlier in accordance with the provisions of this Agreement.

7.2. Renewal Terms This Agreement will be automatically renewed for up to three (3) year renewal periods unless a Party gives the other Party at least 180 days (6 months) written notice of non-renewal prior to the end of the then existing initial or renewal term.

7.3. Termination Either Party may terminate this Agreement upon eighteen (18) months prior written notice of the Party's intent to terminate sent to the other Party. In the event there are circumstances that prevent LIVE OAK from performing under this Agreement, including force majeure, LIVE OAK shall provide written notice to the User, and this Agreement shall terminate immediately.

7.4. Default If either Party fails to perform in accordance with the terms and conditions of this Agreement, the Party claiming injury from the alleged default shall give the allegedly defaulting

Party thirty (30) days' written notice to cure such default. In the event the default is not cured within such a 30-day period, the Party claiming injury may terminate this Agreement.

8. Notices

8.1. Correspondence All correspondence, notices, and invoices under this Agreement shall be in writing and sent to the designated representatives of the Parties as set forth below. If a Party changes its designated recipient, it shall notify the other Party in writing of the change.

8.2. Notices shall be effective upon receipt and shall be deemed received when:

- Delivered by hand,
- Sent by facsimile transmission or email,
- Sent by overnight courier, or
- Two (2) business days after being deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

User:

Steve Williams
City Manager, City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
Phone: (210) 619-1000
Fax: (210) 619-1009

Live Oak:

Anas Garfaoui
City Manager, City of Live Oak
City of Live Oak
8001 Shin Oak Drive
Live Oak, TX 78233
Phone: (210) 653-9140
Fax: (210) 653-2766

9. Authority

9.1. The Parties certify that:

- (1) The services described in and to be provided under this Agreement are necessary and essential for activities properly within the Parties' statutory functions; and
- (2) The proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions.

10. Miscellaneous

10.1. Gender and Number Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include

the others. If any clause, sentence, provision, paragraph, or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect, impair, invalidate, or nullify the remainder of this Agreement, which shall remain in full force and effect according to the original intent of the Parties.

10.2. Entire Agreement and Amendments this Agreement constitutes a complete and entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement shall not be amended, modified, or discharged except by a written agreement duly executed by authorized representatives of both Parties. No official, representative, or employee of either Party shall have authority to modify this Agreement except as expressly authorized by the governing body of the Party.

10.3. Third-Party Beneficiaries nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the Parties hereto any rights, benefits, or remedies under or by reason of this Agreement. No Party waives any immunity or defense available against claims by third parties by entering into this Agreement.

10.4. Independent Entities user personnel are not employees of Live Oak, nor are Live Oak employees, employees of User. This Agreement does not create any partnership, employment, fiduciary, insurance, or agency relationship between the Parties or their respective agents, employees, volunteers, or officers. Neither Party shall be liable for the acts or omissions of the other Party or its agents or officers, except as determined by a court of competent jurisdiction.

10.5. Immunity nothing in this Agreement shall be construed as waiving any immunity from suit or liability to which a Party may be entitled under applicable law, except as may be required for acts violating criminal laws.

10.6. Force Majeure neither Party shall be liable for delays, nonperformance, damages, or losses caused by events beyond its reasonable control, including but not limited to natural disasters, severe weather, fires, floods, sabotage, government or regulatory actions (including withholding approvals), strikes, embargoes, or delays caused by vendors or contractors.

10.7. The Governing Law and Venue this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction and venue for any litigation arising from this Agreement shall lie exclusively in the state courts located in Bexar County, Texas.

10.8. Counterparts and Headings this Agreement and its attachments may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Headings are for convenience only and shall not affect the interpretation of this Agreement.

10.9. Periodic Reviews and Equipment Loans the Parties agree to conduct periodic reviews upon request to coordinate operations and administrative or management activities related to the services. The Parties may loan equipment to each other under this Agreement; however, any

loaned equipment shall remain the property of the loaning Party and must be returned within a reasonable time upon request to ensure uninterrupted official duties and services.

10.10. **Binding Effect and Assignment** this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Party.

10.11. **Authority to Execute** by executing this Agreement, the undersigned individuals warrant and represent that they are duly authorized and have full authority to bind their respective Parties and governing boards or councils to the terms of this Agreement.

USER – City of Schertz

City Manager _____ Date _____

City of Live Oak

City Manager _____ Date _____

Attorney _____ Date _____



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: November 4, 2025

Agenda item: 7F

Prepared by: M. Fratus, Chief of Police

Reviewed by: A. Garfaoui, City Manager

Department: Police Department

Agenda Item Description:

Discussion and possible action regarding a Resolution on an Interlocal Cooperation Agreement between the City of Live Oak and the City of Universal City for the usage of the Randolph Metro Emergency Communication System.

Staff Briefing:

This Interlocal Cooperation Agreement represents a renewal of an agreement that is currently in place for the use of the trunked radio system owned by the City of Live Oak. This agreement allows participating cities to use the communication system to gain interconnectivity and critical communication links among public safety entities throughout the Central Texas region. The agreement sets the fees and guidelines for using the system.

Action:

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

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

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

Staff Recommended Motion:

The staff recommended motion is to approve the Resolution.

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIVE OAK,
TEXAS AUTHORIZING THE CITY MANAGER OR THE CITY
MANAGER'S DESIGNEE TO EXECUTE AN INTERLOCAL
AGREEMENT FOR THE TRUNKED RADIO SYSTEM; AND
AUTHORIZING ANY ADDITIONAL ACTIONS REASONABLY
NECESSARY THEREWITH; AND ESTABLISHING AN EFFECTIVE
DATE.**

WHEREAS, the City of Live Oak wishes to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code for the Trunked Radio System with the City of Universal City, Texas; and

WHEREAS, the Parties have determined that the City of Live Oak operates a Trunked Radio System, under an agreement with the Lower Colorado River Authority ("LCRA"), which provides interconnectivity and critical communications links among public safety entities throughout the Central Texas region; and

WHEREAS, the City of Live Oak may provide the communications equipment, infrastructure, and technical services necessary for the operation of 800MHz radio equipment to the City of Universal City; and

WHEREAS, these services will support the City of Universal City's efforts in deploying and maintaining reliable radio communications for public safety operations, responses to catastrophic or large-scale incidents, natural disasters, and other local emergency and public service needs.

WHEREAS, the Parties have agreed to this Agreement to provide a legal framework to share the costs associated with the system upgrade; and

WHEREAS, the City Council hereby finds that the Agreement is reasonable and necessary for the safety and welfare of the City and employees; and

WHEREAS, the City Council finds that the City Manager or his designee may enter into the agreement and take any additional actions reasonably necessary to ensure such amendment is executed.

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 Interlocal Agreement for the Trunked Radio System as set out in **Exhibit "A"**.

Section 2. The City Manager, or his designee, is hereby authorized to execute the Interlocal Agreement for the Trunked Radio System, 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

(CITY SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LIVE OAK,
TEXAS AND THE CITY OF UNIVERSAL CITY, TEXAS**

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LIVE OAK, TEXAS AND THE CITY OF
UNIVERSAL CITY, TEXAS

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between, as Parties, the **City of Universal City, Texas** ("User"), a local government and political subdivision of the State of Texas, and the **City of Live Oak, Texas** ("Live Oak"), a Home Rule municipality and political subdivision of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code), to be effective for all purposes as of execution by all parties of this document (the "Effective Date").

RECITALS

The **User** is authorized by law to commission peace officers for the protection of property, the general public, and the enforcement of state laws and its own regulations. The **City of Live Oak** ("Live Oak") operates a **Trunked Radio System** under an agreement with the **Lower Colorado River Authority** ("LCRA"), which provides interconnectivity and critical communications links among public safety entities throughout the Central Texas region.

Live Oak and User desire to enter into this Agreement to allow Live Oak to provide the communications equipment, infrastructure, and technical services necessary for the operation of **800MHz radio equipment**, as further described herein. These services will support the User's efforts in deploying and maintaining reliable radio communications for public safety operations, responses to catastrophic or large-scale incidents, natural disasters, and other local emergency and public service needs.

The Parties are authorized to enter into this arrangement under **Chapter 791 of the Texas Government Code**, commonly known as the **Interlocal Cooperation Act**, and specifically **Section 791.025**.

AGREEMENT

In consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Agreement

1.1. System Access Live Oak shall provide the User with an interconnection to the Trunked Radio System, including the use of antennas, switchgear, billing systems, and other

communications infrastructure, pursuant to its agreement with the Lower Colorado River Authority (LCRA).

1.2. **Fees** User shall pay Live Oak the applicable user fees for programmed radios and other authorized facilities deployed under this Agreement, as outlined in the fee schedule attached hereto as **Attachment A**.

1.3. **Programming Authorization** Any radio service provider acting on behalf of the User must obtain prior written approval from Live Oak before programming any radios for use on the Live Oak radio system.

1.4. **Equipment Modifications** Before making any modifications to equipment that interfaces with the Live Oak Trunked Radio System, the User must obtain written authorization from Live Oak. Live Oak must approve all proposed changes to communications equipment design and programming prior to implementation.

1.5. **Equipment Ownership and Maintenance** The User shall be solely responsible for the purchase, operation, and maintenance of its subscriber equipment (e.g., radios or other related devices used in connection with the Trunked Radio System interconnection provided by Live Oak).

1.6. **Permitted Use** of the Live Oak radio system is limited to entities that Live Oak determines provide services related to public safety and for whom interoperable communications are necessary to protect the health, safety, and welfare of the citizens of Texas. This includes the User.

2. Services to be Provided

2.1. **System Infrastructure Maintenance** Live Oak shall support the maintenance of the Trunked Radio System infrastructure, including but not limited to antennas, switchgear, billing systems, and other related communications infrastructure, as provided under this Agreement.

2.2. **User Group Meetings** User group meetings will be held as needed at the Live Oak Police Department Training Room. These meetings shall be open to area police chiefs and department heads from agencies that are paying participants in the Live Oak Trunked Radio System. Meetings may be scheduled at the request of any participating agency.

3. Compensation

3.1. **Payment for Services** The User agrees to compensate Live Oak in accordance with the terms of this Agreement for the equipment and services provided by Live Oak, at the fees or rates specified herein and in **Attachment A**.

3.2. **Invoicing** Live Oak shall issue itemized invoices to the User for the services provided. Each invoice shall specify the number of radios and any associated charges. The User shall remit payment in accordance with the terms set forth in this Agreement.

3.3. **Billing Schedule** Live Oak shall send invoices to the User monthly, on or before the first day of each month.

3.4. **Payment Terms** The User shall remit the payment to Live Oak within thirty (30) days of the invoice date.

3.5. **Late Payments** Invoices not paid within thirty (30) days shall be considered overdue and will accrue interest at a rate of five percent (5%) per month, for up to ninety (90) days. If

payment remains outstanding after ninety (90) days, Live Oak reserves the right to suspend or disconnect all radio services provided under this Agreement until the account is brought current.

4. Liability

Each Party shall be responsible for its own acts, including the sole negligence of its officers, agents, contractors, servants, or employees, in connection with any claims, demands, costs, or expenses arising out of or related to activities conducted under this Agreement. Neither Party shall be responsible for the acts or omissions of the other Party.

5. Survivability of Actions

All obligations and responsibilities of the Parties under this Agreement shall survive its termination to the extent they arise from any act, omission, or occurrence that took place prior to the effective date of termination

6. Consequential and Incidental Damages

6.1. Limitation of Liability In no event shall either Party be liable under any provision of this Agreement for any special, indirect, incidental, consequential, or punitive damages. This includes, but is not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, or the cost of temporary equipment or services, whether such damage arises in whole or in part under contract, tort (including negligence), strict liability, or any other theory of liability. **Provided, however,** that any damages for which a Party may be liable to the other under a separate agreement between the Parties shall not be deemed special, indirect, incidental, or consequential damages for purposes of this Agreement.

7. Terms

7.1. Initial Term The Agreement shall begin as of the Effective Date of this Agreement and continue until two years, unless terminated earlier in accordance with the provisions of this Agreement.

7.2. Renewal Terms This Agreement will be automatically renewed for up to three (3) year renewal periods unless a Party gives the other Party at least 180 days (6 months) written notice of non-renewal prior to the end of the then existing initial or renewal term.

7.3. Termination Either Party may terminate this Agreement upon eighteen (18) months prior written notice of the Party's intent to terminate sent to the other Party. In the event there are circumstances that prevent LIVE OAK from performing under this Agreement, including force majeure, LIVE OAK shall provide written notice to the User, and this Agreement shall terminate immediately.

7.4. Default If either Party fails to perform in accordance with the terms and conditions of this Agreement, the Party claiming injury from the alleged default shall give the allegedly defaulting

Party thirty (30) days' written notice to cure such default. In the event the default is not cured within such a 30-day period, the Party claiming injury may terminate this Agreement.

8. Notices

8.1. Correspondence All correspondence, notices, and invoices under this Agreement shall be in writing and sent to the designated representatives of the Parties as set forth below. If a Party changes its designated recipient, it shall notify the other Party in writing of the change.

8.2. Notices shall be effective upon receipt and shall be deemed received when:

- Delivered by hand,
- Sent by facsimile transmission or email,
- Sent by overnight courier, or
- Two (2) business days after being deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

User:

Kim Turner
City Manager, City of Universal City
2150 Universal City Boulevard
Universal City, Texas 78148
Phone: (210) 659-0333
Fax: (210) 659-7062

Live Oak:

Anas Garfaoui
City Manager, City of Live Oak
City of Live Oak
8001 Shin Oak Drive
Live Oak, TX 78233
Phone: (210) 653-9140
Fax: (210) 653-2766

9. Authority

9.1. The Parties certify that:

- (1) The services described in and to be provided under this Agreement are necessary and essential for activities properly within the Parties' statutory functions; and
- (2) The proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions.

10. Miscellaneous

10.1. Gender and Number Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include

the others. If any clause, sentence, provision, paragraph, or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect, impair, invalidate, or nullify the remainder of this Agreement, which shall remain in full force and effect according to the original intent of the Parties.

10.2. Entire Agreement and Amendments This Agreement constitutes a complete and entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement shall not be amended, modified, or discharged except by a written agreement duly executed by authorized representatives of both Parties. No official, representative, or employee of either Party shall have authority to modify this Agreement except as expressly authorized by the governing body of the Party.

10.3. Third-Party Beneficiaries Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the Parties hereto any rights, benefits, or remedies under or by reason of this Agreement. No Party waives any immunity or defense available against claims by third parties by entering into this Agreement.

10.4. Independent Entities User personnel are not employees of Live Oak, nor are Live Oak employees, employees of User. This Agreement does not create any partnership, employment, fiduciary, insurance, or agency relationship between the Parties or their respective agents, employees, volunteers, or officers. Neither Party shall be liable for the acts or omissions of the other Party or its agents or officers, except as determined by a court of competent jurisdiction.

10.5. Immunity Nothing in this Agreement shall be construed as waiving any immunity from suit or liability to which a Party may be entitled under applicable law, except as may be required for acts violating criminal laws.

10.6. Force Majeure Neither Party shall be liable for delays, nonperformance, damages, or losses caused by events beyond its reasonable control, including but not limited to natural disasters, severe weather, fires, floods, sabotage, government or regulatory actions (including withholding approvals), strikes, embargoes, or delays caused by vendors or contractors.

10.7. The Governing Law and Venue This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction and venue for any litigation arising from this Agreement shall lie exclusively in the state courts located in Bexar County, Texas.

10.8. Counterparts and Headings This Agreement and its attachments may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Headings are for convenience only and shall not affect the interpretation of this Agreement.

10.9. Periodic Reviews and Equipment Loans The Parties agree to conduct periodic reviews upon request to coordinate operations and administrative or management activities related to the services. The Parties may loan equipment to each other under this Agreement; however, any

loaned equipment shall remain the property of the loaning Party and must be returned within a reasonable time upon request to ensure uninterrupted official duties and services.

10.10. Binding Effect and Assignment This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Party.

10.11. Authority to Execute by executing this Agreement, the undersigned individuals warrant and represent that they are duly authorized and have full authority to bind their respective Parties and governing boards or councils to the terms of this Agreement.

USER – City of Universal City

City Manager _____ Date _____

City of Live Oak

City Manager _____ Date _____

Attorney _____ Date _____



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: November 4, 2025

Agenda item: 7G

Prepared by: M. Fratus, Chief of Police

Reviewed by: A. Garfaoui, City Manager

Department: Police Department

Agenda Item Description:

Discussion and possible action regarding an Ordinance amending the Code of Ordinances by amending Chapter 5- Business, Article VIII and adding Sections 5-165-5-167-Amusement Redemption Machine Businesses and associated penalties.

Staff Briefing:

The amendment to this ordinance allows the city to address the operation of gaming machines, such as slot machines, eight-liners, and other devices commonly referred to as “amusement redemption machines”, within city limits. The Second Court of Appeals, in a Fort Worth case, upheld the authority of cities to enact ordinances banning game rooms and amusement redemption machines. Businesses engaged in these activities can negatively impact nearby establishments, contribute to increased crime, and diminish community safety. This ordinance aims to reduce those adverse effects and help preserve the quality of life for surrounding businesses and neighborhoods.

Action:

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

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

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

Staff Recommended Motion:

The staff recommends that City Council pass the Ordinance amendment.

AN ORDINANCE OF THE CITY OF LIVE OAK, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5 - BUSINESSES, ARTICLE VIII. – AMUSEMENT REDEMPTION MACHINE BUSINESSES, PROHIBITING AMUSEMENT REDEMPTION MACHINES IN THE CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, DECLARING A PENALTY, AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council has never enacted any ordinances providing for the regulation of amusement redemption machines operated for amusement and/or pleasure and commonly described as slot machines, eight-liners, sweepstakes machines or amusement redemption machines and businesses that provide such amusement redemption machines (collectively, “amusement redemption machines”);

WHEREAS, in the *City of Fort Worth v. Rylie*, 563 S.W.3d 346, 352 (Tex.App. 2018), rev’d 602 S.W.3d 459 (Tex. 2020), the Second Court of Appeals found that electronic gaming machines, amusement redemption machines that includes games that are more commonly referred to as “eight-liners”, were unconstitutional because they are illegal lotteries as they require consideration for a chance to win a prize, and that city ordinances regulating such machines were not preempted by the Texas Occupation Code;

WHEREAS, on appeal, the Texas Supreme Court declined to hear the *Rylie* case;

WHEREAS, game rooms that operate amusement redemption machines can have a deleterious effect on both the existing businesses around them and the surrounding residential areas adjacent to them, causing increased crime, such as gambling, theft, criminal trespass, criminal mischief, and burglary;

WHEREAS, game rooms that operate amusement redemption machines have objectionable operational characteristics contributing to urban blight and downgrading the quality of life in the adjacent area;

WHEREAS, the City Council desires to minimize these adverse effects and thereby protect the health, safety, and welfare of the citizenry; protect citizens from increased crime; preserve the quality of life; preserve property values and character of surrounding neighborhoods and deter the spread of urban blight;

WHEREAS, the City Council believes that amusement redemption machines and game rooms are detrimental to the health, safety, and welfare of the citizens of the City;

WHEREAS, the City Council finds that banning game rooms and amusement redemption machines carries out the goals and is consistent with the master plan; and

WHEREAS, the City Council finds that banning game rooms and amusement redemption machines from the City is beneficial to the health and general welfare of the City.

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

Section 1. Amendment. Chapter 5 - Businesses, Article VIII. – Amusement Redemption Machine Businesses, of the Code of Ordinances of the City of Live Oak is hereby enacted to read as follows:

Sec. 5-165. – Certain Amusement Redemption Machines and Game Rooms Prohibited

The following words, terms, and phrases, when used in this section, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Amusement Redemption Machine. Any electronic, electromechanical or mechanical contrivance, including sweepstakes machines, designed, made, and adopted solely for bona fide amusement purposes, and that by operation of chance or a combination of skill and chance affords the user, in addition to any right of replay, an opportunity to receive exclusively noncash merchandise prizes, toys or novelties, or a representation of a value redeemable for those items and is in compliance with Tex. Penal Code §47.01(4)(b).

Amusement Redemption Machine does not include:

- 1) A machine that awards the user non-cash merchandise prizes, toys, or novelties solely and directly from the machine, including claw, crane, or similar machines; or
- 2) A machine from which the opportunity to receive non-cash merchandise prizes, toys or novelties, or a representation of value redeemable for those items, varies depending on the user's ability to throw, roll, flip, toss, hit or drop a ball or other physical objects into the machine or a part thereof, including basketball, golf, bowling or similar machines. A representation of value means cash paid under authority of sweepstakes contestants as provided by the Tex. Business and Commerce Code §43, or a gift certificate or gift card that is presented to a merchant in exchange for merchandise.

City Official. A police officer, code enforcement officer, fire marshal, or building official of the City of Live Oak.

Gambling Device. Any electronic, electromechanical, or mechanical contrivance that, for a consideration, affords the player an opportunity to obtain anything of value, the award of which is determined solely or partially by chance, even though accompanied by some skill, whether or not the prize is automatically paid by the contrivance. The term includes, but is not limited to, gambling device versions of bingo, keno, blackjack, lottery, roulette, video poker, or similar electronic, electromechanical, or mechanical games, of facsimiles thereof, that operate by chance or partially so, that as a result of the play or operation of the game award credits or free games, and that record the number of free games or credits so awarded and the cancellation or removal of the free games or credits.

Game room. A building, facility, or other place where amusement redemption machines or gambling devices are present.

Sec. 5-166. – Restrictions, Regulations, Controls, and Limitations

- (a) It shall be an offense for any person, firm, or corporation to maintain, display for patronage, or otherwise keep for operation by the patrons any amusement redemption machine or gambling device.
- (b) No person, firm, or corporation shall operate a game room within the city limits, nor shall game rooms be permitted in any zoning district.
- (c) Nothing contained herein shall be construed or have the effect to license, permit, authorize, or legalize any existing or future machine, device, table, amusement redemption machine, gambling device or gaming machine, the keeping, exhibition, operation, display or maintenance of which is illegal or in violation of any ordinance of the city, any section of the penal code of this state, or the constitution of this state.

Sec. 5-167. – Enforcement

- (a) In addition to prohibiting certain conduct by individuals, it is the intent of this section to hold a corporation or association criminally responsible for prohibited conduct performed by an agent acting on behalf of a corporation or association and within the scope of the agent's office or employment.
- (b) A person who violates any provision of this section is guilty of a separate offense for each day or portion of a day during which the violation is continued. Each offense is punishable by a fine in accordance with applicable law.
- (c) This section may be enforced by civil court action as provided by state and federal law.
- (d) In addition to the criminal offense and penalties prescribed in this section, the city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication, and revocation of licenses or permits. Any person found guilty of violating the provisions of this section shall become liable to the city for any expense, loss, or damage incurred by the city by reason of remediating such violation.

Sections 5-168 – 5-180 are hereby created and reserved for additional sections for future expansions:

Secs. 5-168 – 5-180. Reserved.

Section 2. Severability 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 unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality 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 3. Proper Notice and Meeting It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

Section 4. Conflicting Ordinances All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 5. Publication and Effective Date Pursuant to Section 4.10(d) of the Code of Ordinances, this Ordinance shall take effect from and after its passage by the City Council and publication. The City Secretary is hereby directed to give notice hereof by causing the caption of this Ordinance to be published in the official newspaper of the City of Live Oak.

PASSED, and APPROVED this ____ day of _____, 2025.

CITY OF LIVE OAK, TEXAS

Mary M. Dennis, Mayor

ATTEST:

Isa Gaytan, City Secretary

APPROVED AS TO FORM:

City Attorney