

AGENDA
REGULAR MEETING OF THE LIVE OAK CITY COUNCIL
WILL BE HELD AT THE LIVE OAK COUNCIL CHAMBER
8001 SHIN OAK DRIVE
TUESDAY, AUGUST 27, 2024, AT 7:00 P.M.

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

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

Per City of Live Oak Code of Ordinances

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

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

5. CONSENT AGENDA

- A. Approval of Minutes

1. August 13, 2024

- B. City Council to approve the cancellation of the November 26, 2024, and December 31, 2024, City Council meetings due to City Holidays—Mr. Garfaoui

- C. Approval of the Code Enforcement Q2 report—Mr. Solis

6. SPECIAL CONSIDERATION

- A. Proclamation for National Preparedness Month - September 2024—Deputy Fire Marshal Luna

- B. Proclamation in recognition of September 11, 2001—Mr. Garfaoui, Chief Hopper and Chief Surber

7. NEW BUSINESS

- A. Discussion and possible action to authorize the City Manager to engage 6S Engineering (City Engineer) to perform professional engineering services for the reconstruction of the parking lots at Main City Park for an amount not to exceed \$214,785—Mr. McNew

- B. Discussion and possible action regarding Cibolo Creek Municipal Authority (CCMA) Sewer Rates – Mr. Kowalik

- C. Presentation, discussion and possible action to approve the Quarterly Financial Report ending June 30, 2024—Mr. Kowalik

- D. Discussion and possible action on a Resolution to approve and authorize the Interlocal Agreement with Texas Municipal League Risk Pool (TMLIRP) for the Opt-In for Cyber Security Coverage—Mr. Kowalik

8. CITY COUNCIL REPORT

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


9. GENERAL ANNOUNCEMENTS FOR CITY COUNCIL AND STAFF

A. City Council

B. Staff

10. ADJOURNMENT

I certify that the above notice of meeting was posted on the bulletin board of the City Hall, 8001 Shin Oak Drive, City of Live Oak, Texas, on August 22, 2024, 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 members will not engage in any discussion or deliberation on any matters presented by the agenda.

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
CITY OF LIVE OAK
WILL BE HELD AT THE LIVE OAK COUNCIL CHAMBERS
8001 SHIN OAK DRIVE
TUESDAY, AUGUST 13, 2024, 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
Completed.

3. ROLL CALL

Mayor Mary M. Dennis
Councilmember Mendell Morgan
Councilmember/Mayor Pro-Tem Bob Tullgren
Councilmember Dr. Erin Perez
Councilmember Ed Cimics
Councilmember Aaron Dahl

Staff

Anas Garfaoui, City Manager
Leroy Kowalik, Finance Director
Chief Gary Hopper, Police Department
Chief Linc Surber, Fire Department
Mark Wagster, Director of PW
Clarissa Rodriguez, City Attorney
Donna Lowder, Manager of EDC
Isa Gaytan, City Secretary

4. CITIZENS TO BE HEARD
No citizens to be heard.

5. CONSENT AGENDA

A. Approval of Minutes

1. June 11, 2024 (Regular Meeting)
2. July 16, 2024 (Budget Workshop)
3. July 30, 2024 (Regular Meeting)

Councilmember Cimics made a motion to approve Consent Agenda; seconded by Councilmember Dahl

Vote FOR: Councilmember Morgan, Tullgren, Perez, Cimics, and Dahl; Passed 5/0

6. SPECIAL CONSIDERATION

A. Proclamation for National Payroll Week—Mayor Dennis

Mayor Pro-Tem Tullgren read the Proclamation for National Payroll Week. Denise Kelly with Alamo Chapter of the Payroll Professionals was present to accept proclamation. Also present was Shelly Radley, City of Live Oak’s Accounts Payable and Payroll Clerk.

7. NEW BUSINESS

A. Discussion and possible action to approve the Quarterly Investment Report, ending June 30, 2024—Mr. Kowalik

Mr. Kowalik provided a presentation of the Quarterly Investment report.

Mayor Pro-Tem Tullgren made a motion to approve the Quarterly Investment Report ending June 30, 2024; seconded by Councilmember Perez

Vote FOR: Councilmember Morgan, Tullgren, Perez, Cimics, and Dahl; Passed 5/0

B. Discussion and possible action to approve a Resolution authorizing the use of Joint Base San Antonio Fire and Emergency Services for Training purposes and authorize the City Manager or the City Manager’s designee to execute a Hold Harmless Agreement—Chief Surber

Chief Surber presented a Resolution authorizing the use of Joint Base San Antonio Fire and Emergency Services for Training purposes and authorize the City Manager or the City Manager’s designee to execute a Hold Harmless Agreement.

Councilmember Morgan made a motion to approve Resolution authorizing the use of Joint Base San Antonio Fire and Emergency Services for Training purposes and authorize the City Manager or the City Manager’s designee to execute a Hold Harmless Agreement; seconded by Councilmember Dahl

Vote FOR: Councilmember Morgan, Tullgren, Perez, Cimics, and Dahl; Passed 5/0

8. CITY COUNCIL REPORT

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

Councilmember Morgan reported that a citizen thanked him for reinstating the senior swim hours and was very appreciative.

9. GENERAL ANNOUNCEMENTS FOR CITY COUNCIL AND STAFF

A. City Council

Councilmember Morgan expressed his appreciation for the opportunity to attend the ribbon cutting at Great Hearts, also announced Humane Society's Pet Palooza will be on October 26; volunteers are welcome. Lastly, announced that BJ's will be giving a portion of sales to the Humane Society on October 7 from 11:00 a.m. -11:00 p.m.

Mayor Pro-Tem Tullgren reminded everyone about the extreme hot weather and to take care of People, Pets, and Plants.

Councilmember Perez welcomed Outback Steakhouse manager, Alexander Vivaldi. Also mentioned the Live Oak's Hilton Garden Inn will be hosting the Veterans and the Medical Guardians on September 7. Lastly, provided contact information for the Honors Flight San Antonio.

B. Staff

Mr. Garfaoui announced a Joint Public Hearing with City Council and EDC on August 27, 2024, at 6:30 p.m. Also announced the City is wrapping Phase 1 of change orders streets for the 2022 Bond Project working on Shin Oak to I35.

Ms. Rodriguez announced Hog Wild is scheduled for September 13 and registrations are being sent out soon.

Mrs. Lowder thanked everyone for attending the ribbon cutting at Great Hearts. Also introduced Katrina Moore with Apple One, a staffing agency, who is also a resident of Live Oak.

Chief Hopper announced the first day of school will be tomorrow and also invited everyone to an event at Police Department honoring promotions and new hires.

Mr. Kowalik announced the Joint Public Hearing scheduled for August 27 and reported budget deadlines were met.

10. ADJOURNMENT

As there was no further business, Councilmember Cimics made a motion to adjourn; seconded by Councilmember Dahl. The City Council meeting adjourned at 7:21 p.m.

APPROVED:

Mary M. Dennis, Mayor

ATTEST:

Isa Gaytan, City Secretary



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 27, 2024

Agenda item: 5B

Prepared by: Isa Gaytan, City Secretary

Reviewed by: Anas Garfaoui, City Manager

Department: Administration

AGENDA ITEM DESCRIPTION:

City Council to approve the cancellation of the November 26, 2024, and December 31, 2024, City Council meetings due to City Holidays.

Staff Briefing:

Requesting cancellation of the November 26, 2024 and December 31, 2024, City Council meetings.

ACTION:

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

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

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

Staff Recommended Motion:

Under Consent Agenda.



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 27, 2024

Agenda item: 5C

Prepared by: Ron Ruthven, Assistant City Manager

Reviewed by: Anas Garfaoui, CM

Department: Code Enforcement

Agenda Item Description:

Approval of the Code Enforcement report Q2 report.

Staff Briefing:

Attached is the second quarter 2024 Code Enforcement report for the period of April to June.

Action:

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

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

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

Staff Recommended Motion:

Under Consent Agenda.



Code Enforcement Q2 Report

Violation Category	April	May	June	Total - Violations
Accessory Structures			3	4
Accumulation of rubbish or garbage	45	27	29	101
City Ordinance 24-81 Prohibited Signs	41	37	76	154
Exterior Structure (General)		1		1
Low Hanging Limbs		1	1	2
Motor vehicles	4	11	6	21
Parking of Vehicles Boats and Trailers	4	4	2	10
Parking on Grass		3	4	18
Portable Basketball	2		3	7
Stop Work Order	4	4	9	17
Weeds, Grass and Limbs	47	47	30	124
Grand Total	150	140	171	461



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 27, 2024

Agenda item: 6A

Prepared by: R. Luna, Deputy Fire Marshal

Reviewed by: Anas Garfaoui, City Manager

Department: Fire Department

AGENDA ITEM DESCRIPTION:

Proclamation for 2024 National Preparedness Month.

Staff Briefing:

Since its inception in 2004, National Preparedness Month has been an observance each September to raise awareness about the importance of preparing for disasters and emergencies that could happen anytime. Take time to evaluate your preparedness levels, update your emergency plans and equip yourself with the necessary tools and knowledge to face adversity.

ACTION:

- Ordinance Resolution
- Proclamations 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:

None.



PROCLAMATION FOR NATIONAL PREPAREDNESS MONTH

WHEREAS: There is always the potential for a disaster to occur at any time and without warning, and the cause can be from a natural hazard; a man-made hazard; or may involve terrorism and the use of weapons of mass destruction; and

WHEREAS: There is no part of the State of Texas, including the City of Live Oak, that could not be devastated by violent weather, a hazardous chemical spill on the highway; or an act of terrorism; and

WHEREAS: A coalition of many organizations have joined together to encourage all citizens to become better prepared for a disaster by developing a *Family Disaster Plan* and by having an *Emergency Supply Kit*, on hand; and

WHEREAS: The Federal Emergency Management Agency (FEMA) has once again declared the Month of September 2024 to be National Preparedness Month.

NOW THEREFORE, I, Mary M. Dennis, Mayor of the City of Live Oak, do hereby proclaim the month of September 2024, as “National Preparedness Month” and I call upon all of our citizens and businesses to use the month to make a plan, build a kit, prepare for disasters, and teach youth about preparedness and what to do in case of emergencies.

**IN WITNESS WHEREOF, I HAVE SET MY HAND, THIS 27th DAY OF AUGUST 2024,
AND HAVE CAUSED THIS SEAL TO BE AFFIXED HERETO:**

Mary M. Dennis, Mayor



CITY COUNCIL AGENDA ITEM FORM

Meeting Date August 27, 2024

Agenda item:6B

Prepared by: Linc Surber, Chief

Reviewed by: Anas Garfaoui, City Manager

Department: Fire Department

AGENDA ITEM DESCRIPTION:

Proclamation in recognition of September 11, 2001.

Staff Briefing:

Patriot Day is a United States national observance that honors the memory of those who were killed in the September 11 attacks. It was first observed in 2002, after the Proclamation by President George W. Bush. In addition, he proclaimed September 14, 2001, as a National Day of Prayer and Remembrance for the Victims of the Terrorist Attacks on September 11, 2001.

A year later, September 11 was made a National Day of Mourning referred to as Patriot Day. This observance has been proclaimed annually since 2002.

In 2009, President Barack Obama rededicated it as Patriot Day and National Day of Service and Remembrance. On Patriot Day, the national flag is flown at half-mast on all United States government buildings and establishments.

ACTION:

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

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

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

Staff Recommended Motion:

None.



PROCLAMATION FOR **PATRIOT DAY**

WHEREAS: On September 11, 2001, the American people endured, with courage and heroism, the worst terrorist attack on U. S. soil in our nation’s history, coming together in a remarkable spirit of patriotism and unity, performing countless acts of kindness, generosity and compassion; and

WHEREAS: President Bush proclaimed September 11 as Patriot Day in 2002 through 2008, and Congress approved and enacted into law the Edward M. Kennedy Serve America Act on April 21, 2009, designating September 11 as a “National Day of Service and Remembrance”; and

WHEREAS: September 11, 2024 marks the 23rd anniversary of the terrorist attacks on our country and participating in service and remembrance activities on September 11 is a positive, respectful way to remember those who lost their lives at the Pentagon, the World Trade Center, and in a field in southwest Pennsylvania, to pay tribute to those who rose in service, and to honor those who continue to serve our country today, including veterans, soldiers, military families, and first responders; and

WHEREAS: We, as a community, wish to honor the heroic service, actions, and sacrifices of first responders, law enforcement personnel, state of local officials, volunteers, and countless others who aided the innocent victims of those attacks, risking and often sacrificing their own lives; and

WHEREAS: The City Council and the City of Live Oak wish to recognize the valiant service and sacrifice given each day by members of our armed forces, intelligence agencies, diplomatic services, homeland security, and Live Oak public safety departments to support the cause of freedom and defend the security of our nation.

NOW THEREFORE, I, Mary M. Dennis, Mayor of the City of Live Oak, do hereby proclaim Wednesday, September 11, 2024, as “Patriot Day a Moment of Remembrance”.

**IN WITNESS WHEREOF, I HAVE SET MY HAND, THIS 27th DAY OF AUGUST 2024,
AND HAVE CAUSED THIS SEAL TO BE AFFIXED HERETO:**

Mary M. Dennis, Mayor



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 27, 2024

Agenda item: 7A

Prepared by: Mark Wagster, Director

Reviewed by: Anas Garfaoui, City Manager

Department: Public Works

AGENDA ITEM DESCRIPTION:

Discussion and possible action to authorize the City Manager to engage 6S Engineering (City Engineer) to perform professional engineering services for the reconstruction of the parking lots at Main City Park for an amount not to exceed \$214,785.

Staff Briefing:

The design, contract manual and specifications, survey, geotechnical, construction administration, and construction inspection services to reconstruct the parking lots at Main City Park is authorized in the current city budget.

The scope of services is attached. The firm will design the project to replace the deteriorating asphalt and flex base parking facilities with new concrete construction.

Funding for the actual construction of the project is programmed in the 2024/2025 fiscal year budget.

ACTION:

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

Cost: Not to exceed \$214,785	
Budgeted	\$300,000
Actual	
Acct. Name	Capital Projects Fund
Acct. Fund	
Other Funding	
Strategic Goal #	1, 2, 4

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

Staff Recommended Motion:

Motion to authorize the City Manager to approve the scope of services by 6S Engineering for the reconstruction of the parking lots at Main City Park for an amount not to exceed \$214,785.

August 19, 2024

Mr. Mark Wagster
City of Live Oak
8001 Shin Oak Drive
Live Oak, Texas 78233

Regarding: *Park Parking Lots*
6S Project No. 2024-068-04

Dear Mr. Wagster:

6S Engineering, Inc. is pleased to provide you this proposal to perform professional engineering services for the City of Live Oak ("City"). The project is defined as the development of construction plans for 5 Parking Lots. There are 5 parking lot sections that the City requested to be reconstructed. An exhibit is attached with numbers on the lots for representation.

Lot 1: Concrete Reconstruction
Lot 2: Concrete Reconstruction
Lot 3: Concrete reconstruction
Lot 4: Concrete reconstruction
Lot 5: Concrete reconstruction

Survey, Geotechnical Engineering, bidding, construction administration, inspection services and opinions of probable construction costs will be needed.

SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

The scope of work to complete the project includes the following:

- A. Project Start-up – This segment of the project includes initial budgeting and setup for the project and Survey and Geotechnical contract start-up.
- B. Agency Coordination – The coordination will also include at 30%, 60% and 95% review meeting. 6S will provide a comment response letter for each review meeting.
- C. Utility Research & Alignment – 6S will collect and organize record drawings, block maps and other available documentation to prepare for quantity estimation and the design layouts.
- D. Field Evaluation- Two 6S employees will visit the site to verify survey and field components.
- E. **Design Plans 30%-**
 - Design Plans will be 11"x17"
 - Detail sheets will be provided

- F. **Design Plans 60%**- 6S will prepare the parking lots through the 60% design process. These plans will include the cover, general notes, typical section, plan and profile or grading, and specific detail sheets.
- G. **Design Plans 95%**-6S will provide design efforts to complete the design of the Parking lots with the above noted sheets and revisions from the previous submittal.
- H. **Traffic Control Plans**- 6S will develop traffic control plans or a narrative and sequence for the traffic control . The parks may be shut down completely for construction.
- I. **Contract Manual & Specifications**- 6S will create the contract manual and specifications.
- J. **Opinions of Construction Cost**- 6S will develop detailed opinions of construction cost at each of the (3) design phases for the added street and parking sections.
- K. **Bid Phase Services** – 6S will prepare bidding documents, place project plans and contract on CIVCAST for bidding. Open and review the bids, contact contractor references and provide a recommendation of award to the city.
- L. **Construction Administration** – 6S will provide the noted construction administration services for a period not to exceed 8 months. This will include bi-weekly meetings and project report information to city staff.

M. Construction Inspection:

6S will provide an employee to document daily construction activities and apparent materials placed. It is anticipated that one staff member will be in the field a maximum of 3 hours per day, 5 days per week for a time period not to exceed 100 working Days. A licensed Professional Engineer will review field reports for one hour weekly and will document the effort with minutes and document concerns if necessary.

Daily observation reports will be documented and provided monthly to the City. If the contract exceeds eight (8) months additional services will be necessary. 6S reserves the right to sub-contract the inspection services to another local engineering or geotechnical firm if deemed necessary by the engineer and approved by the City Director of Public Works. 6S hourly rates have been attached.

Such services shall consist of the close, technical, on-site examination of the materials, structures, equipment and workmanship and methods used by the construction contractor to aid in support that the Project is constructed in compliance with the Construction Documents and according to good Construction practices. Such services shall include but not be limited to, the following:

- A. Provide on-site observation of the progress and quality of work for the construction contract. Advise the Construction Manager of any observed deviations from the Construction Documents in a timely manner so as to minimize delay in the progress of the work.
- B. Inspect and observe the construction contractor's activities to verify that the work complies with the Construction Documents for the Project. Notify the Construction Manager if the construction contractor's work is not in compliance with Construction Documents including all

addendums and change orders and notify the Construction Manager of any failure of the construction contractor to take measures to place such work in compliance. Inspect and observe the materials and equipment being incorporated into the work to not that they are handled, stored and installed properly and adequately and are in compliance with the Construction Documents for the Project.

- C. Identify problems encountered in accomplishing the work and recommend the appropriate action to the Owner for resolution of problems to minimize impact on timely completion of the Project.
- D. Attend and participate in meetings with the Construction Manager and the construction contractor(s) when requested by the Construction Manager. Maintain a daily progress report to record work performed and significant job events.
- E. Assemble and maintain notes, comments, sketches and supportive data relative to the Project in order to facilitate the revisions of tracings to conform to the construction records. Provide a copy of the daily progress reports to the Construction Manager.
- F. Verify the quantities contained in the construction contractor's pay request and make recommendations to the Construction Manager regarding payment of periodic and final requests for payment.

Additional Services:

Project Survey Control- SUR-GIS of Texas will complete the project survey control. The survey scope and fee has been included for review.

Project Survey Topography- 6S will provide survey cross sections tied to the project control. These locations will be utilized for parking lot and roadway grading.

Project Geotechnical Engineering- 6S will utilize Terracon, Inc. for Geotechnical Engineering and Material Testing. This is a budget number included. Terracon will provide a scope and fee to fall within the budget during the design phase.

PROJECT EXCLUSIONS:

Water replacement design, Sanitary Sewer Design, Environmental Services, Gas replacement design, Staking for construction, Transfer of elevation for construction staking

QA/QC:

6S will provide a Quality Assurance/Quality Control review on the project prior to final release of opinions of construction cost and the design plans. A QA/QC review will occur at the 30% 60% and 95% plan phase.

OWNER'S RESPONSIBILITIES:

City shall coordinate with Engineer and provide engineer with As-Built documentation for existing sanitary sewer, water mains, and other City services in the project area.

PERIODS OF PROJECT SERVICE:

- Design 4 months
- Bidding Phase – 2 months
- Construction Phase (8) months

PAYMENTS TO ENGINEER:

6S Engineering, Inc. proposes the following lump sum fees for the above referenced services:

Base Services

Task A Project Start-up.....	\$850.00
Task B Agency Coordination:.....	\$3,500.00
Task C Utility Research Alignment.....	\$2,000.00
Task D Field Evaluation	\$1,800.00
Task E Design Phase 30%:	\$61,600.00
Task F Design Phase 60%:.....	\$45,150.00
Task G Design Phase 95%.....	\$22,270.00
Task H Traffic Control Plans.....	\$3,500.00
Task I Contract Manual and Specifications.....	\$4,150.00
Task J Opinions of Construction Cost	\$6,000.00
Task K Bid Phase Services.....	\$2,500.00
QA/QC.....	\$2,860.00

Base Services Total **\$156,180.00**

Construction Phase Services

Task L Construction Administration (5 Mo) (6S).....	\$20,000.00
Task M Construction Inspection (5 Mo) (6S)	\$26,665.00

Sub-Consultant Services

Project Survey Control (SUR-GIS)(Budget)	\$1,440.00
Project Survey Topography (6S)	\$4,500.00
Project Geotechnical (Terracon)(Budget)Not-to-exceed.....	\$6,000.00

Total Professional Service Fee (Not-to-Exceed):..... **\$214,785.00**

Invoicing will occur monthly on a percent complete basis. The proposal will operate in accordance with the Master Service Agreement with 6S Engineering and the City of Live Oak, Texas. If this proposal is acceptable to you, please indicate by signing in the space provided below and return the original to this office. If you have any questions, please call our office. We appreciate the opportunity to submit this proposal and look forward to being of service.

Signature of this professional services agreement is understood to constitute authorization to proceed as of the date signed by the client.

Sincerely,

Rachelle A. Swaim

Rachelle A. Swaim
President

Jess W. Swaim

Jess W. Swaim, P.E.
Vice President

ACCEPTED:

Signature: _____
Name: _____
Title: _____
Date: _____



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 27, 2024

Agenda item: 7B

Prepared by: Leroy Kowalik, Finance Dir.

Reviewed by: Anas Garfaoui, City Manager

Department: Finance Department

AGENDA ITEM DESCRIPTION:

Presentation, discussion and possible action regarding the Cibolo Creek Municipal Authority (CCMA) wastewater treatment rate for Fiscal Year 2025.

Staff Briefing:

CCMA provides sewerage treatment services for part of the City of Live Oak. The San Antonio River Authority provides sewerage treatment services for the remainder of the City. As with the River Authority's rates, these CCMA wholesale rates are what the City gets charged by CCMA for treating the sewerage that is generated within the CCMA collection area. These charges are then factored in when setting the City's total utility customer rates. Both CCMA and SARA are government entities that provide an excellent service to the City. If not for their services, the City would have to invest in its own wastewater treatment facility, which is extremely costly.

The City currently pays CCMA per customer for their services at the current rate of \$4.21 per 1,000 gallons based on their winter average. Based on the winter average of 5,695 gallons, the current cost per resident is \$23.98. The proposed rate for FY 2025 will increase to \$4.29 per 1,000 gallons. Based on the winter average of 5,695 gallons, the current cost per resident will be \$24.43. This is an increase of \$0.45 or 1.88%. This new rate will go into effect on October 1st.

In addition, CCMA's wastewater impact fee will remain at \$2,200 per equivalent single-family connection for new connections to its wastewater treatment and collection system.

ACTION:

- Ordinance Resolution
- Proclamations 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

CITY COUNCIL AGENDA ITEM FORM

Staff Recommended Motion:

Move to accept the proposed CCMA rate for sewerage treatment services in the City of Live Oak within the CCMA service area.



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 27, 2024

Agenda item: 7C

Prepared by: Leroy Kowalik, Fin. Dir.

Reviewed by: A. Garfaoui, City Mgr.

Department: Finance Department

AGENDA ITEM DESCRIPTION:

Presentation, discussion and possible action to approve the Quarterly Financial Report ending June 30, 2024.

Staff Briefing:

Attached is a memorandum outlining some of the major points of interest and the Cumulative Financial Report for the second quarter ending June 30, 2024. The financial reports are cumulative from October 1, 2023 through the ending period.

Please keep in mind that this quarterly report is not an audited report. The numbers in this report are subject to slight changes. No significant changes are anticipated.

ACTION:

- Ordinance Resolution
- Proclamations 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:

Staff's recommended motion is to accept of the Third Quarter Financial Report for period ending June 30, 2024.

MEMORANDUM

Date: August 27, 2024

To: City Council and Mayor

Via: Anas Garfaoui, City Manager

From: Leroy Kowalik, Director of Finance & Administration

RE: Quarterly financial report summary for the period ending June 30, 2024

The attached fund summaries represent a snapshot of the financial status as of June 30, 2024. This represents nine (9) months of the fiscal year; therefore, revenues and expenditures should be targeted at 75% of budget. The amounts recorded in the attached summaries are unaudited and are subject to minor changes. The remainder of this memo is focused on some of the points of interests within some of the major funds.

General Fund: Page 1

Overall general revenues are at 83% of budget. Property taxes are at approximately 99%. Sales tax and mixed beverage tax revenue amounts overall were on target through the third quarter of this fiscal year and are at 71% of budget. Franchise fees are at 73% of budget, although several of the franchise fees recorded this quarter are projections. These projections may vary slightly from the actual remittances and will be updated to reflect these differences. Interest rates are still at higher levels at 216%. Municipal court fees and permits and licenses are running at 105% and 77% respectively.

Overall expenditures are at 65% of budget. Most departments are close to the 75% target. Some departments are running above mainly because of expenditures such as capital expense, workers comp and property and liability insurance expenses that are paid at the beginning of the year for the full year. Personnel services are also slightly above the target because of longevity pay. Some departments are slightly below the target percentage due to seasonal activities and a couple of personnel vacancies. Outstanding encumbrances total \$494,019 in the General Fund.

Total revenue recorded through June 2024 is \$14,147,216. Total expenditures recorded through the same period are \$13,398,359. This activity results in a current net increase of \$748,857. This current net increase brings the City's General Fund balance to \$15,558,396.

The 2022 GO Bond Fund and Capital Project Fund: Pages 14-16

The City currently has two funds that are utilized to expend money on major capital projects and special projects. They are the 2022 GO Bond Fund and the Capital Project Fund. These funds were created for specific projects to get accomplished.

As of June 2024:

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, \$651,169 was recorded as interest income. \$8,155,901 was expended on project work. The fund balance as of this period is \$10,530,330.

The Capital Project Fund is where the City tracks a variety of projects that are not recorded through the General Fund. This keeps this function separate from General Fund operations. The fund balance as of this period is \$5,530,533.

The Utility Funds: Pages 17-19

The Utility Operating Fund is above the target percentage in revenues at 82%. Expenditures are above target at 86%. The actual cash and cash equivalents in the operating fund have decreased to approximately \$81,637. These figures already include the annual payments for our annual leased water rights, some additional leased water rights needed through December 31, 2030 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 \$1,101,884. The combined fund balance for our Utility System is \$1,183,521 as of June 2024.

The Storm Water Fund revenues are right at the target of 74% and the expenditures are below the target at 55%. The fund balance as of June 30, 2024 is \$340,986. That is a decrease of \$22,580 from the end of last fiscal year.

Although all the funds are important and monitored in detail, this memo covers the highlights on some of the major funds of the City. The rest of this report contains the financial summaries for all the different funds of the City.

City of Live Oak
Cumulative Report for the
Third Quarter 2023/2024
Ending June 30, 2024
Unaudited

Prepared by the Finance Department
Leroy Kowalik
Finance Director

**City of Live Oak
General Fund**

For the Period Ending June 30, 2024

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Taxes - Ad Valorem	\$ 5,018,229	\$ -	\$ 5,018,229	\$ 4,947,320	99%
Taxes - Sales Tax, Mixed Beverage	9,037,659	-	9,037,659	6,438,980	71%
Franchise Fees	1,129,000	-	1,129,000	824,597	73%
Permits & Licenses	298,100	-	298,100	229,370	77%
Grants & Intergovernmental	230,000	-	230,000	175,000	76%
Service Use Fees	115,200	-	115,200	69,448	60%
Fines and Forfeitures	486,000	-	486,000	510,322	105%
Interest	200,000	-	200,000	432,160	216%
Miscellaneous	66,000	-	66,000	158,519	240%
Total Revenues:	<u>16,580,188</u>	<u>-</u>	<u>16,580,188</u>	<u>13,785,716</u>	<u>83%</u>
Expenditures by Department:					
City Council	45,650	-	45,650	21,737	48%
Council Contingency	200,000	-	200,000	-	0%
City Manager's Office	336,950	-	336,950	198,366	59%
City Secretary's Office	616,575	-	616,575	473,004	77%
Municipal Court	424,605	-	424,605	284,080	67%
Finance	881,425	-	881,425	605,999	69%
Emergency Management	21,835	-	21,835	9,977	46%
Police Department	5,329,455	-	5,329,455	3,831,427	72%
Communication Services	910,580	-	910,580	604,521	66%
Fire and EMS Services Department	3,632,095	-	3,632,095	2,642,102	73%
Public Works	1,824,600	-	1,824,600	909,478	50%
Streets Maintenance	947,900	-	947,900	477,238	50%
Animal Control	364,554	-	364,554	233,280	64%
Parks Maintenance	1,104,700	-	1,104,700	653,012	59%
Recreation	428,050	-	428,050	324,488	76%
Planning and Zoning	246,750	-	246,750	56,636	23%
Development Services	289,450	-	289,450	126,297	44%
Information Technology	500,140	-	500,140	315,478	63%
Total Expenditures	<u>18,105,314</u>	<u>-</u>	<u>18,105,314</u>	<u>11,767,120</u>	<u>65%</u>
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(1,525,126)	-	(1,525,126)	2,018,596	
Other Sources and (Uses):					
Interfund Transfers In	482,000	-	482,000	361,500	75%
Interfund Transfers Out	(2,172,819)	-	(2,172,819)	(1,631,239)	75%
Total Other Sources and Uses:	<u>(1,690,819)</u>	<u>-</u>	<u>(1,690,819)</u>	<u>(1,269,739)</u>	<u>75%</u>
Net Change in Fund Balance	<u>(3,215,945)</u>	<u>-</u>	<u>(3,215,945)</u>	<u>748,857</u>	
Beginning Fund Balance - October 1, 2023	<u>\$ 14,556,076</u>	<u>\$ 253,463</u>	<u>\$ 14,809,539</u>	<u>\$ 14,809,539</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 11,340,131</u>	<u>\$ 253,463</u>	<u>\$ 11,593,594</u>	<u>\$ 15,558,396</u>	
Approved Designated Fund Balance Appropriations					
Undesignated Fund Balance	3,215,945	-	3,215,945	-	
	<u>3,215,945</u>	<u>-</u>	<u>3,215,945</u>	<u>-</u>	

**City of Live Oak
Asset Replacement Fund**

For the Period Ending June 30, 2024

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Interest	\$ 65,000	\$ -	\$ 65,000	\$ 112,745	173%
Miscellaneous	-	-	-	28,050	0%
Total Revenues:	<u>65,000</u>	<u>-</u>	<u>65,000</u>	<u>140,795</u>	<u>217%</u>
Expenditures:					
Vehicles/Equipment	<u>964,000</u>	<u>-</u>	<u>964,000</u>	<u>744,030</u>	<u>77%</u>
Total Expenditures	<u>964,000</u>	<u>-</u>	<u>964,000</u>	<u>744,030</u>	<u>77%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(899,000)	-	(899,000)	(603,235)	
Other Sources and Uses:					
Interfund Transfers In	<u>1,176,409</u>	<u>-</u>	<u>1,176,409</u>	<u>882,307</u>	<u>75%</u>
Total Other Sources and Uses:	<u>1,176,409</u>	<u>-</u>	<u>1,176,409</u>	<u>882,307</u>	<u>75%</u>
Net Change in Fund Balance	277,409	-	277,409	279,072	
Beginning Fund Balance - October 1, 2023	<u>\$ 2,736,473</u>	<u>\$ 15,862</u>	<u>\$ 2,752,335</u>	<u>\$ 2,752,335</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 3,013,882</u>	<u>\$ 15,862</u>	<u>\$ 3,029,744</u>	<u>\$ 3,031,407</u>	

**City of Live Oak
Abatement Fund**

For the Period Ending June 30, 2024

	<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	\$ 34,247	489%
Total Revenues:	<u>7,000</u>	<u>-</u>	<u>7,000</u>	<u>34,247</u>	<u>489%</u>
Expenditures:					
Public Works	<u>16,000</u>	<u>-</u>	<u>16,000</u>	<u>-</u>	<u>0%</u>
Total Expenditures	<u>16,000</u>	<u>-</u>	<u>16,000</u>	<u>-</u>	<u>0%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(9,000)	-	(9,000)	34,247	
Other Sources and Uses:					
Interfund Transfers In	<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	1,000	-	1,000	41,747	
Beginning Fund Balance - October 1, 2023	<u>\$ 7,354</u>	<u>\$ 4,800</u>	<u>\$ 12,154</u>	<u>\$ 12,154</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 8,354</u>	<u>\$ -</u>	<u>\$ 13,154</u>	<u>\$ 53,901</u>	

**City of Live Oak
Debt Service Fund**

For the Period Ending June 30, 2024

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Taxes - Ad Valorem	\$ 2,135,686	\$ -	\$ 2,135,686	\$ 2,098,890	98%
Interest	12,000	-	12,000	57,055	475%
Total Revenues:	<u>2,147,686</u>	<u>-</u>	<u>2,147,686</u>	<u>2,155,945</u>	<u>100%</u>
Expenditures:					
Debt Service	<u>3,234,450</u>	<u>-</u>	<u>3,234,450</u>	<u>542,300</u>	<u>17%</u>
Total Expenditures	<u>3,234,450</u>	<u>-</u>	<u>3,234,450</u>	<u>542,300</u>	<u>17%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,086,764)	-	(1,086,764)	1,613,645	
Other Sources and Uses:					
Interfund Transfers In	<u>1,086,764</u>	<u>-</u>	<u>1,086,764</u>	<u>815,073</u>	<u>75%</u>
Total Other Sources and Uses:	<u>1,086,764</u>	<u>-</u>	<u>1,086,764</u>	<u>815,073</u>	<u>75%</u>
Net Change in Fund Balance	-	-	-	2,428,718	
Beginning Fund Balance - October 1, 2023	<u>\$ 497,180</u>	<u>\$ 44,362</u>	<u>\$ 541,542</u>	<u>\$ 541,542</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 497,180</u>	<u>\$ 44,362</u>	<u>\$ 541,542</u>	<u>\$ 2,970,260</u>	

**City of Live Oak
Forfeiture Fund**

For the Period Ending June 30, 2024

	<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	\$ 90,144	173%
Interest	3,000	-	3,000	10,395	347%
Total Revenues:	<u>55,000</u>	<u>-</u>	<u>55,000</u>	<u>100,539</u>	<u>183%</u>
Expenditures:					
Federal Forfeitures	103,000	-	103,000	\$ 35,243	34%
State Forfeitures	-	-	-	-	0%
Total Expenditures	<u>103,000</u>	<u>-</u>	<u>103,000</u>	<u>\$ 35,243</u>	<u>34%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(48,000)	-	(48,000)	\$ 65,296	
Net Change in Fund Balance	(48,000)	-	(48,000)	\$ 65,296	
Beginning Fund Balance - October 1, 2023	<u>\$ 203,429</u>	<u>\$ 144,201</u>	<u>\$ 347,630</u>	<u>\$ 347,630</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 155,429</u>	<u>\$ 144,201</u>	<u>\$ 299,630</u>	<u>\$ 412,926</u>	

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

For the Period Ending June 30, 2024

	<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, 2023	\$ -	\$ -	\$ -	\$ -	
Ending Fund Balance - June 30, 2024	\$ -	\$ -	\$ -	\$ -	

**City of Live Oak
Child Safety Fund**

For the Period Ending June 30, 2024

	<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	\$ 14,789	92%
Interest	4,000	-	4,000	5,465	137%
Total Revenues:	<u>20,000</u>	<u>-</u>	<u>20,000</u>	<u>20,254</u>	<u>101%</u>
Expenditures:					
Police Department	3,500	-	3,500	1,340	38%
Fire & Inspections	2,500	-	2,500	1,696	68%
Public Works-General	44,735	-	44,735	-	0%
Total Expenditures	<u>50,735</u>	<u>-</u>	<u>50,735</u>	<u>3,036</u>	<u>6%</u>
Net Change in Fund Balance	(30,735)	-	(30,735)	17,218	
Beginning Fund Balance - October 1, 2023	<u>\$ 152,329</u>	<u>\$ 1,461</u>	<u>\$ 153,790</u>	<u>\$ 153,790</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 121,594</u>	<u>\$ 1,461</u>	<u>\$ 123,055</u>	<u>\$ 171,008</u>	

**City of Live Oak
Court Technology Fund**

For the Period Ending June 30, 2024

	<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	\$ 12,128	93%
Interest	2,000	-	2,000	4,916	246%
Total Revenues:	15,000	-	15,000	17,044	114%
Expenditures:					
Municipal Court	26,000	-	26,000	14,812	57%
Total Expenditures	26,000	-	26,000	14,812	57%
Net Change in Fund Balance	(11,000)	-	(11,000)	2,232	
Beginning Fund Balance - October 1, 2023	<u>\$ 118,326</u>	<u>\$ 973</u>	<u>\$ 119,299</u>	<u>\$ 119,299</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 107,326</u>	<u>\$ 973</u>	<u>\$ 108,299</u>	<u>\$ 121,531</u>	

**City of Live Oak
Court Security Fund**

For the Period Ending June 30, 2024

	<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	\$ 14,316	110%
Interest	1,000	-	1,000	2,518	252%
Total Revenues:	<u>14,000</u>	<u>-</u>	<u>14,000</u>	<u>16,834</u>	<u>120%</u>
Expenditures:					
Municipal Court	<u>25,375</u>	<u>-</u>	<u>25,375</u>	<u>10,304</u>	<u>41%</u>
Total Expenditures	<u>25,375</u>	<u>-</u>	<u>25,375</u>	<u>10,304</u>	<u>41%</u>
Net Change in Fund Balance	(11,375)	-	(11,375)	6,530	
Beginning Fund Balance - October 1, 2023	<u>\$ 64,252</u>	<u>\$ 5,283</u>	<u>\$ 69,535</u>	<u>\$ 69,535</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 52,877</u>	<u>\$ 5,283</u>	<u>\$ 58,160</u>	<u>\$ 76,065</u>	

**City of Live Oak
Hotel Occupancy Tax (HOT) Fund**

For the Period Ending June 30, 2024

	<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	\$ 419,960	68%
Interest	25,000	-	25,000	53,708	215%
Total Revenues:	<u>640,000</u>	<u>-</u>	<u>640,000</u>	<u>473,668</u>	<u>74%</u>
Expenditures:					
Administration Department	<u>640,000</u>	<u>-</u>	<u>640,000</u>	<u>468,387</u>	<u>73%</u>
Total Expenditures	<u>640,000</u>	<u>-</u>	<u>640,000</u>	<u>468,387</u>	<u>73%</u>
Net Change in Fund Balance	-	-	-	5,281	
Beginning Fund Balance - October 1, 2023	<u>\$ 1,286,958</u>	<u>\$ (460)</u>	<u>\$ 1,286,498</u>	<u>\$ 1,286,498</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 1,286,958</u>	<u>\$ (460)</u>	<u>\$ 1,286,498</u>	<u>\$ 1,291,779</u>	

**City of Live Oak
Emergency Radio System Fund**

For the Period Ending June 30, 2024

	<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	\$ 1,200	24%
Interest	2,000	-	2,000	3,316	166%
Total Revenues:	7,000	-	7,000	4,516	65%
Expenditures:					
Emergency Radio System	19,070	-	19,070	1,277	7%
Total Expenditures	19,070	-	19,070	1,277	7%
Excess (Deficiency) of Revenues Over (Under) Expenditures	(12,070)	-	(12,070)	3,239	
Other Sources and Uses:					
Interfund Transfers Out	(10,000)	-	(10,000)	(7,500)	75%
Total Other Sources and Uses:	(10,000)	-	(10,000)	(7,500)	75%
Net Change in Fund Balance	(22,070)	-	(22,070)	(4,261)	
Beginning Fund Balance - October 1, 2023	<u>\$ 93,634</u>	<u>\$ 511</u>	<u>\$ 94,145</u>	<u>\$ 94,145</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 71,564</u>	<u>\$ 511</u>	<u>\$ 72,075</u>	<u>\$ 89,884</u>	

**City of Live Oak
PEG Fund**

For the Period Ending June 30, 2024

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Franchise Fee	\$ 45,000	\$ -	\$ 45,000	\$ 28,381	63%
Total Revenues:	45,000	-	45,000	28,381	63%
Expenditures:					
Capital Outlay	65,000	-	65,000	-	0%
Total Expenditures	65,000	-	65,000	-	0%
Net Change in Fund Balance	(20,000)	-	(20,000)	28,381	
Beginning Fund Balance - October 1, 2023	\$ 430,444	\$ 1,717	\$ 432,161	\$ 432,161	
Ending Fund Balance - June 30, 2024	\$ 410,444	\$ 1,717	\$ 412,161	\$ 460,542	

**City of Live Oak
Alamo Regional SWAT Fund**

For the Period Ending June 30, 2024

	<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	44,640	-	44,640	33,574	75%
Total Expenditures	44,640	-	44,640	33,574	75%
Excess (Deficiency) of Revenues Over (Under) Expenditures	7,360	-	7,360	18,426	
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	13,860	-	13,860	24,926	
Beginning Fund Balance - October 1, 2023	\$ 86,457	\$ (10,832)	\$ 75,625	\$ 75,625	
Ending Fund Balance - June 30, 2024	\$ 100,317	\$ (10,832)	\$ 89,485	\$ 100,551	

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

For the Period Ending June 30, 2024

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Interest	\$ 400,000	\$ -	\$ 400,000	\$ 651,169	163%
Total Revenues:	400,000	-	400,000	651,169	163%
Expenditures:					
Professional Fees	305,000	-	305,000	-	0%
Construction Costs	17,833,362	296,700	18,130,062	8,155,901	45%
Total Expenditures	18,138,362	296,700	18,435,062	8,155,901	44%
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(17,738,362)	(296,700)	(18,035,062)	(7,504,732)	
Net Change in Fund Balance					
	(17,738,362)	(296,700)	(18,035,062)	(7,504,732)	
Beginning Fund Balance - October 1, 2023					
	\$ 17,738,362	\$ 296,700	\$ 18,035,062	\$ 18,035,062	
Ending Fund Balance - June 30, 2024					
	\$ -	\$ -	\$ -	\$ 10,530,330	

**City of Live Oak
Capital Projects Fund**

For the Period Ending June 30, 2024

	<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	\$ 181,701	242%
Total Revenues:	75,000	-	75,000	181,701	242%
Expenditures:					
Professional Fees	855,000	-	855,000	99,118	12%
Capital Outlay - Equipment	389,328	200,000	589,328	388,454	66%
Construction	1,978,598	-	1,978,598	453,805	23%
Total Expenditures	<u>3,222,926</u>	<u>200,000</u>	<u>3,422,926</u>	<u>941,377</u>	<u>28%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,147,926)	(200,000)	(3,347,926)	(759,676)	
Other Sources and Uses:					
Interfund Transfers In	1,847,500	200,000	2,047,500	1,535,625	75%
Total Other Sources and Uses:	<u>1,847,500</u>	<u>200,000</u>	<u>2,047,500</u>	<u>1,535,625</u>	<u>75%</u>
Net Change in Fund Balance	(1,300,426)	-	(1,300,426)	775,949	
Beginning Fund Balance - October 1, 2023	<u>\$ 2,922,183</u>	<u>\$ 1,832,401</u>	<u>\$ 4,754,584</u>	<u>\$ 4,754,584</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 1,621,757</u>	<u>\$ 1,832,401</u>	<u>\$ 3,454,158</u>	<u>\$ 5,530,533</u>	

**City of Live Oak
Capital Projects Fund
2023/2024 Approved Project Budgets
(As Amended)**

Description	Fiscal Year Ending						Total
	Actual 9/30/2022	Actual 9/30/2023	Actual 6/30/2024	Budget 9/30/2024	Budget 9/30/2025	Budget 9/30/2026	
Beginning Fund Balance	\$ 738,369	\$ 2,893,067	\$ 4,754,584	\$ 5,530,533	\$ 1,664,962	\$ 2,262,462	\$ 738,369
Revenues:							
General Fund Transfer	550,000	550,000	900,000	300,000	1,945,000	550,000	4,795,000
General Fund Transfer-ARPA related	1,750,000	2,341,000	-	-	-	-	4,091,000
EDC Project Related Transfer	200,000	1,375,000	635,625	211,875	1,145,000	-	3,567,500
Interest Income	6,127	134,288	181,701	(106,701)	25,000	25,000	265,415
Total Revenue:	<u>2,506,127</u>	<u>4,400,288</u>	<u>1,717,326</u>	<u>405,174</u>	<u>3,115,000</u>	<u>575,000</u>	<u>12,718,915</u>
Total Funds	\$ 3,244,496	\$ 7,293,355	\$ 6,471,910	\$ 5,935,707	\$ 4,779,962	\$ 2,837,462	13,457,284
Project Expenditures:							
General Projects							
Toepperwein Fence Project - Phase II	70,526	254,019	-	completed under budget			324,545
Main Park Playground Equipment (Acorn)	107,434	322,301	-	completed within budget			429,735
Facilities Planning	-	-	5,619	119,381	-	-	125,000
Facility Upgrades	-	-	-	150,000	-	-	150,000
Sidewalk/Curb/Ramps/Driveways Program	-	-	-	100,000	100,000	100,000	300,000
Street Repair Program	-	-	-	250,000	250,000	250,000	750,000
Pool/Clubhouse/Restroom/Office-Planning	-	-	-	100,000	-	-	100,000
Pool/Clubhouse/Restroom/Office-Construct	-	-	-	-	450,000	-	450,000
Ped/Bicycle Crossing Shin Oak Bridge-Plan	-	18,336	7,148	4,516	-	-	30,000
Firehouse Facility Improvements Review	-	-	-	100,000	-	-	100,000
Total General Projects	<u>177,960</u>	<u>594,656</u>	<u>12,767</u>	<u>823,897</u>	<u>800,000</u>	<u>350,000</u>	<u>2,759,280</u>
ARPA Supported Projects							
Generator Project	118,280	503,473	255,930	596,397	-	-	1,474,080
Sewer Line Televising and Rehabilitation	43,053	463,160	14,458	816,722	-	-	1,337,393
Main Park Pavilion	-	40,990	43,500	92,510	-	-	177,000
Main Park Walking Trails	12,136	218,108	2,283	completed			232,527
Main Park Playground Equipment (Hilltop)	-	181,473	310,569	completed under budget			492,042
Replace Galvanize Steel Water Main	-	-	-	170,000	-	-	170,000
Lead & Copper Supply Inventory/ Testing	-	-	78,837	121,163	-	-	200,000
Total ARPA Supported Projects	<u>173,469</u>	<u>1,407,204</u>	<u>705,577</u>	<u>1,796,792</u>	<u>-</u>	<u>-</u>	<u>4,083,042</u>
EDC Supported Projects							
LOTC Walking Trail Phase I	-	-	-	300,000	-	-	300,000
LOTC Walking Trail Phase II	-	-	-	200,000	-	-	200,000
Woodcrest Park Walking Trail	-	215,741	175,855	8,404	-	-	400,000
Toepperwein Rd. Waterline Extension	-	-	-	175,000	-	-	175,000
Hilltop Playground/Playscape - Additional	-	300,000	-	completed under budget			300,000
Median & ROW Beautification	-	-	-	75,000	-	-	75,000
Modernizing existing monumentation	-	-	-	60,000	-	-	60,000
Shin Oak to Village Oak Walking Trail	-	-	12,792	187,208	-	-	200,000
Main Park Parking Lots/Drives Design	-	-	-	300,000	-	-	300,000
Main Park Parking Lots/Drives Construction	-	-	-	-	1,717,500	572,500	2,290,000
Pat Booker Triangle	-	13,024	6,716	180,260	-	-	200,000
Monuments Signage - RBFCU Prop	-	8,146	27,670	164,184	-	-	200,000
Total EDC Supported Projects	<u>-</u>	<u>536,911</u>	<u>223,033</u>	<u>1,650,056</u>	<u>1,717,500</u>	<u>572,500</u>	<u>4,700,000</u>
Total Project Expenditures	<u>351,429</u>	<u>2,538,771</u>	<u>941,377</u>	<u>4,270,745</u>	<u>2,517,500</u>	<u>922,500</u>	<u>11,542,322</u>
Ending Fund Balance	<u>\$ 2,893,067</u>	<u>\$ 4,754,584</u>	<u>\$ 5,530,533</u>	<u>\$ 1,664,962</u>	<u>\$ 2,262,462</u>	<u>\$ 1,914,962</u>	<u>\$ 1,914,962</u>

**City of Live Oak
Utility Operations Fund**

For the Period Ending June 30, 2024

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Utility Revenue	\$ 5,849,250	\$ -	\$ 5,849,250	\$ 4,809,378	82%
Total Revenues:	5,849,250	-	5,849,250	4,809,378	82%
Expenditures:					
Administration Department	317,200	-	317,200	205,116	65%
Public Works General	<u>4,926,647</u>	<u>-</u>	<u>4,926,647</u>	<u>4,316,847</u>	<u>88%</u>
Total Expenditures	<u>5,243,847</u>	<u>-</u>	<u>5,243,847</u>	<u>4,521,963</u>	<u>86%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	605,403	-	605,403	287,415	
Other Sources and Uses:					
Interfund Transfers In	29,500		29,500	22,125	75%
Interfund Transfers Out	<u>(667,002)</u>	<u>-</u>	<u>(667,002)</u>	<u>(500,252)</u>	<u>75%</u>
Total Other Sources and Uses:	<u>(637,502)</u>	<u>-</u>	<u>(637,502)</u>	<u>(478,127)</u>	<u>75%</u>
Net Change in Fund Balance	(32,099)	-	(32,099)	(190,712)	
Beg. Net Working Cap - October 1, 2023	<u>\$ 384,461</u>	<u>\$ (112,112)</u>	<u>\$ 272,349</u>	<u>\$ 272,349</u>	
End. Net Working Cap. - June 30, 2024	<u>\$ 352,362</u>	<u>\$ (112,112)</u>	<u>\$ 240,250</u>	<u>\$ 81,637</u>	

**City of Live Oak
Utility Development and Renewals/Replacement Fund**

For the Period Ending June 30, 2024

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Interest	\$ 25,000	\$ -	\$ 25,000	\$ 39,173	157%
Miscellaneous	75,000	-	75,000	-	0%
Total Revenues:	<u>100,000</u>	<u>-</u>	<u>100,000</u>	<u>39,173</u>	<u>39%</u>
Expenditures:					
Public Works General	<u>605,000</u>	<u>-</u>	<u>605,000</u>	<u>199,476</u>	<u>33%</u>
Total Expenditures	<u>605,000</u>	<u>-</u>	<u>605,000</u>	<u>199,476</u>	<u>33%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(505,000)	-	(505,000)	(160,303)	
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	(195,000)	-	(195,000)	72,197	
Beginning Fund Balance - October 1, 2023	<u>\$ 998,278</u>	<u>\$ 31,409</u>	<u>\$ 1,029,687</u>	<u>\$ 1,029,687</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 803,278</u>	<u>\$ 31,409</u>	<u>\$ 834,687</u>	<u>\$ 1,101,884</u>	

**City of Live Oak
Storm Water Utility Fund**

For the Period Ending June 30, 2024

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Utility Revenue	\$ 658,000	\$ -	\$ 658,000	\$ 488,150	74%
Total Revenues:	658,000	-	658,000	488,150	74%
Expenditures:					
Operations	872,200	-	872,200	478,307	55%
Total Expenditures	872,200	-	872,200	478,307	55%
Excess (Deficiency) of Revenues Over (Under) Expenditures	(214,200)	-	(214,200)	9,843	
Other Sources and Uses:					
Interfund Transfers Out	(43,231)	-	(43,231)	(32,423)	75%
Total Other Sources and Uses:	(43,231)	-	(43,231)	(32,423)	75%
Net Change in Fund Balance	(257,431)	-	(257,431)	(22,580)	
Beg. Net Working Cap - October 1, 2023	<u>\$ 395,877</u>	<u>\$ (32,311)</u>	<u>\$ 363,566</u>	<u>\$ 363,566</u>	
End. Net Working Cap. - June 30, 2024	<u>\$ 138,446</u>	<u>\$ (32,311)</u>	<u>\$ 106,135</u>	<u>\$ 340,986</u>	

**City of Live Oak
Economic Development Corporation**

For the Period Ending June 30, 2024

	<u>Original Budget</u>	<u>Budget Adjustments</u>	<u>Current Budget</u>	<u>Year-to-Date Actual</u>	<u>%</u>
Revenue:					
Taxes - Other	\$ 2,833,886	\$ -	\$ 2,833,886	\$ 2,023,829	71%
Interest & Miscellaneous	135,000	-	135,000	225,967	167%
Total Revenues:	<u>2,968,886</u>	<u>-</u>	<u>2,968,886</u>	<u>2,249,796</u>	<u>76%</u>
Expenditures:					
Administration Department	783,420	-	783,420	303,975	39%
Utilities/Water Rights	300,000	-	300,000	-	0%
Land	157,310	-	157,310	1,528	1%
Unspecified Projects	100,000	-	100,000	-	0%
Total Expenditures	<u>1,340,730</u>	<u>-</u>	<u>1,340,730</u>	<u>305,503</u>	<u>23%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,628,156	-	1,628,156	1,944,293	
Other Sources and Uses:					
Interfund Transfers Out	<u>(1,980,621)</u>	<u>(200,000)</u>	<u>(2,180,621)</u>	<u>(1,635,466)</u>	<u>75%</u>
Total Other Sources and Uses:	<u>(1,980,621)</u>	<u>(200,000)</u>	<u>(2,180,621)</u>	<u>(1,635,466)</u>	<u>75%</u>
Net Change in Fund Balance	(352,465)	(200,000)	(552,465)	308,827	
Beginning Fund Balance - October 1, 2023	<u>\$ 4,961,360</u>	<u>\$ (124,213)</u>	<u>\$ 4,837,147</u>	<u>\$ 4,837,147</u>	
Ending Fund Balance - June 30, 2024	<u>\$ 4,608,895</u>	<u>\$ (324,213)</u>	<u>\$ 4,284,682</u>	<u>\$ 5,145,974</u>	



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 27, 2024

Agenda item: 7D

Prepared by: Leroy Kowalik, Finance Dir.

Reviewed by: Anas Garfaoui, City Manager

Department: Finance Department

AGENDA ITEM DESCRIPTION:

Discussion and possible action on a Resolution to approve and authorize the Interlocal Agreement with Texas Municipal League Risk Pool (TMLIRP) for the Opt-In for Cyber Security Coverage.

Staff Briefing:

The City of Live Oak currently participates in the Texas Municipal League Risk Pool (TMLRP) Cyber Liability Insurance that is offered to its members through their Property and Liability Coverages.

TMLRP has created a new Cyber Fund and approved changes to the Pool’s coverage structure. TMLRP is requiring all member cities that want to either begin new coverage or continue their current coverage (which is the case with Live Oak) formalize the Opt-In procedures by passing a Resolution.

Because cybercriminal activity is only increasing in size and scope, the City Council and Staff finds it in the best interest of the City to continue its Core + Cyber coverage through TMLRP.

ACTION:

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

Cost: \$1,250 annually	
Budgeted	
Actual	
Acct. Name	
Acct. Fund	
Other Funding	
Strategic Goal #	2, 3

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

Staff Recommended Motion:

CITY COUNCIL AGENDA ITEM FORM

Move to approve a Resolution Authorizing the City Manager or the City Manager's Designee to Execute a Cyber Liability Interlocal Agreement with the Texas Municipal League.

RESOLUTION NO. _____

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 A CYBER LIABILITY INTERLOCAL AGREEMENT WITH TEXAS MUNICIPAL LEAGUE; AUTHORIZING ANY ADDITIONAL ACTIONS REASONABLY NECESSARY THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, since Texas Municipal League Risk Pool (hereinafter "TML") first began offering Cyber Liability and Data Breach Response Coverage in 2016, the number of cyber claims have exponentially increased in both frequency and severity; and

WHEREAS, because future cybercriminal activity is impossible to predict, TML has created a new Cyber Fund and approved changes to the Pool's Coverage structure, effective October 1, 2024; and

WHEREAS, members who do not follow the Opt-In procedures will lose their existing Cyber Coverage effectively at midnight on September 30, 2024; and

WHEREAS, TML has provided the following Cyber Liability Interlocal Agreement (See Exhibit A) for all of its members to sign; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to continue its Core + Cyber Coverage through TML against any cyber activity; and

WHEREAS, the City Council finds that the City Manager or his designee may enter into the Cyber Liability Interlocal Agreement with TML and take any additional actions reasonably necessary to ensure such Agreement 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 Cyber Liability Interlocal Agreement with TML as set out in **Exhibit "A."**

Section 2. The City Manager, or his designee, is hereby authorized to execute the Cyber Liability Interlocal Agreement with TML, 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 _____, 2024.

CITY OF LIVE OAK, TEXAS

Mary M. Dennis, Mayor

ATTEST:

Isa Gaytan, City Secretary

(CITY SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a “self-insured.” At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney’s fees in any suit or action arising out of or related to this Interlocal Agreement.

17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS’ FUND CONTACT (See Section 10):

Member Name _____

Name of Contact _____ Title _____

Mailing Address _____ Email Address _____

Street Address (if different from above) _____

City _____ Zip _____ Phone _____

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

Title _____ Date _____

Member’s Federal Tax I.D. Number _____

This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title _____ Date _____