



KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | MAY 21, 2024 AT 5:30 PM

CITY COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE , KENNEDALE, TX 76060

I. CALL TO ORDER

To address the Kennedale City Council regarding an agenda item, submit a 'Request to Speak' form before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the Kennedale City Council as a whole, rather than individual members or staff. Pursuant to Texas Government Code §551.071, the Kennedale City Council reserves the right to adjourn into Executive (Closed) Session at any time during the meeting to seek legal advice from the City Attorney on any item posted on the agenda.

A. ROLL CALL

B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS.

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

II. VISITOR AND CITIZEN FORUM

- A. At this time, any person may address the Kennedale City Council about items not on the agenda. Rules and procedures for addressing the Kennedale City Council are included under "I. CALL TO ORDER". Neither formal action nor discussion may occur at this time. Those wishing, instead, to speak on an agenda item should indicate their desire to speak as the Kennedale City Council considers that item.

III. BOND ISSUANCE WORKSHOP

A. DISCUSSION WITH COUNCIL AND STAFF TO RECEIVE UPDATES ON THE STATUS OF THE ISSUANCE OF BOND PROJECTS.

1. Park and Recreation Updates
2. Public Safety Facilities - Grossman Design Build

IV. WORK SESSION

A. WORK SESSION REPORTS

1. Business Occupation Licenses
2. Amendment to the Development Agreement executed between HM Real Estate Management, Ltd., Cynthia McMillian and the City of Kennedale.
3. Economic Development Incentive Agreement between the City of Kennedale, Texas, Quick Roofing, LLC and QR Purchasing, LLC.

4. Interlocal Agreement for Improvements to be made to Kennedale Sublett Rd. between the City of Kennedale and Tarrant County.

B. DISCUSSION AND/OR REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

V. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale City Council, the presiding officer, and/or staff may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

1. Updates from members of the Kennedale City Council
2. Updates from the Mayor
3. Updates from the City Manager
 - a. Property Tax Reduction Plan
4. Financial Reports for the City and/or the EDC
5. Keep Kennedale Beautiful 2024 Gold Star Affiliate Recognition
6. Proclamation of the City of Kennedale declaring May 2024 as Building Safety Month.
7. Presentation to honor Fire Chief James Brown upon his retirement by State Representative David Cook.

B. CONSENT AGENDA

These matters have appeared on previous agendas, require little or no deliberation, or are considered routine or ministerial tasks. If discussion is desired, items may be removed for separate consideration.

1. Approval of the minutes from the April 16, 2024 Regular City Council Meeting
2. Approval of the minutes from the April 26, 2024, Special City Council Meeting.
3. Approval of the minutes from the May 13, 2024, Special Called City Council Meeting.
4. Consider a request for Final Plat for Emerald Crest Estates to create Lots 1 through 10, and Lot 1X, being Lots R1 through 5R and 6, Block 1, Amending Plat of Emerald Crest Estates, an Addition to the City of Kennedale, Tarrant County, Texas
5. Approval of a contract for Municipal Prosecution Services.
6. Approval of Resolution 630, a Resolution of the City of Kennedale designating the City Manager as the authorized official responsible for coordination to participate in a grant, Citizens on Patrol Program Vehicle, and certifying the City of Kennedale is eligible to receive program assistance.

C. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consideration of and action on approving a software agreement with Tyler Technologies.
2. Consideration of and action on approving a software agreement with MyGov.
3. Consideration of and action on approving a budget amendment for the purchase of software from Tyler Technologies and MyGov.
4. Consideration of and action on approving an amendment to the Development Agreement executed between HM Real Estate Management, Ltd., Cynthia McMillian and the City of Kennedale.
5. Consideration of and Action on the Project Management and Inspections for the Safe Route of School (SRTS) Project.

VI. EXECUTIVE SESSION

The Kennedale City Council reserves the right to meet in Executive (Closed) Session at any time during the meeting pursuant to the below cited sections of the Texas Government Code:

A. PURSUANT TO §551.071 — *Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.*

1. 400 N. Little School Rd. Repair Estimate

B. PURSUANT TO §551.072 — *Deliberation regarding the purchase, exchange, lease, or value of real property.*

1. 205 W. Kennedale Parkway - Chamber of Commerce Building

C. PURSUANT TO §551.074 — *Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.*

D. PURSUANT TO §551.087 — *(1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.*

1. Economic Development Incentive Agreement Quick Roofing, LLC and Qr Purchasing, LLC.

VII. RECONVENE INTO OPEN SESSION, AND ANY TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION.

VIII. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE MAY 21, 2024 KENNEDALE CITY COUNCIL AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.


BOBBIE JO TAYLOR, CITY SECRETARY

In compliance with the Americans with Disabilities Act (ADA), the City of Kennedale will provide for reasonable accommodations for persons attending meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meeting by calling 817-985-2104 or (TTY) 1-800-735-2989.

A quorum of The Kennedale Planning and Zoning Commission, Board of Adjustment, Economic Development Corporation, Keep Kennedale Beautiful Commission, Parks and Recreation Board, Building Board of Appeals, TownCenter Development District, or Tax Increment Reinvestment District may be present. No action will be taken by the above-listed boards.

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM I.B.

SUBJECT

INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.

SUBJECT

DISCUSSION WITH COUNCIL AND STAFF TO RECEIVE UPDATES ON THE STATUS OF THE ISSUANCE OF BOND PROJECTS.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM III.A.1.

SUBJECT
Park and Recreation Updates

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: ITEM III.A.2.

SUBJECT

Public Safety Facilities - Grossman Design Build

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.A.

SUBJECT
WORK SESSION REPORTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.A.1.

SUBJECT

Business Occupation Licenses

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.A.2.

SUBJECT
Amendment to the Development Agreement executed between HM Real Estate Management, Ltd., Cynthia McMillian and the City of Kennedale.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Development Agreement.2024 Changes	Development Agreement.2024 Changes.pdf
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FIRST AMENDED DEVELOPMENT AGREEMENT

This First Amended Development Agreement (this "Agreement") is executed between HM Real Estate Management, Ltd. and Cynthia McMillan (collectively, the "Owner") and the City of Kennedale, Texas (the "City"), each a "Party" and collectively the "Parties," to be effective May __, 2024 (the "Effective Date").

ARTICLE I **RECITALS**

WHEREAS, the City is a home rule municipality; and

WHEREAS, the property governed by this Agreement is an approximately 109.512-acre tract of land described and depicted on Exhibit A (the "Property"); and

WHEREAS, the Owner is currently operating on the Property a drag racing track, which is a legally permitted nonconforming use under the City's zoning regulations (the "Nonconforming Use"); and

WHEREAS, under the City's zoning regulations, the Property is subject to amortization and termination of the Nonconforming Use after a reasonable period of time that gives the Owner an opportunity to recover its investment in the Nonconforming Use; and

WHEREAS, the Parties agree that it is reasonable for the Nonconforming Use to terminate by October 31, 2016 in consideration for the City's agreement not to cause, or attempt to cause, the earlier termination of the Nonconforming Use and the City's agreement to construct and fund certain sewer infrastructure improvements, as further described in this Agreement; and

WHEREAS, the City anticipates the development of uses on the Property that could include single family residences, townhomes, and neighborhood village uses, as described by the City's comprehensive land use plan; and

WHEREAS, the City acknowledges that the residential development and densities illustrated on the schematic development plan for the Property attached as Exhibit B conform to the City's comprehensive land use plan; and

WHEREAS, Exhibit B is attached for informational purposes only to illustrate the type of development and density contemplated by the City's comprehensive land use plan, and development in accordance with Exhibit B is not required by this Agreement; and

WHEREAS, the Parties anticipate the future rezoning of the Property consistent with the City's comprehensive land use plan prior to the redevelopment of the Property; however, nothing in this Agreement is intended to require redevelopment of the Property or rezoning of the Property; and

WHEREAS, it is understood and agreed by the Parties that nothing in this Agreement is intended to require the City to construct and fund sewer infrastructure improvements until the Property is redeveloped in accordance with this Agreement; and

WHEREAS, concurrently with the approval and execution of this Agreement, the City Council has approved and entered into that certain TIRZ Development Agreement with the Owner related to reimbursement of certain New Hope Road improvement costs, as well as certain sewer costs as further described below.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II
PROVISIONS RELATING TO USE AND DEVELOPMENT OF THE PROPERTY

2.1 Termination of Nonconforming Use. The Owner's right to operate the Nonconforming Use shall terminate on October 31, 2016. Subject to the Owner not being in default under this Agreement, the City agrees to refrain from taking any action to cause, or attempt to cause, the Nonconforming Use to terminate prior to October 31, 2016. The City shall not require the removal of existing structures on the Property based solely on the termination of the Nonconforming Use. If the Owner applies for the rezoning of all or a portion of the Property, or the City rezones all or a portion of the Property, prior to October 31, 2016, such actions shall not affect the Owner's rights under this Section 2.1. The City agrees that it will not require the Owner to waive its rights under this Agreement in exchange for a rezoning of all or a portion of the Property.

2.2 Water. The future development of the Property will be served by the existing City-owned water lines running through or adjacent to the Property. The City agrees to reserve sufficient capacity in these water lines to serve a minimum of 200 single family equivalent units on the Property for the full term of this Agreement. This reservation shall not expire if the Property is under development at the end of the term of this Agreement. For purposes of this paragraph, the phrase "under development" includes grading and other site work, and construction of infrastructure or buildings, that is directly related to the redevelopment of the Property as contemplated by this Agreement.

2.3 Sewer.

(a) As consideration for the Owner's commitment to terminate the Nonconforming Use pursuant to Section 2.1, the City agrees to construct (to be repaid from the tax increment reinvestment zone that encompasses the Property) a sewer trunk line that is a minimum of ten inches in diameter and any related improvements necessary to connect the Property to the City's existing sewer infrastructure located immediately north of the Property (collectively, the "Sewer Project"), which currently includes a 12-inch diameter sewer line the City plans to upsize to a 15-inch diameter sewer line. The Sewer Project is generally shown on Exhibit C (see the area shown as "project 5" and encompassed by a blue cloud on Exhibit C).

(b) The City agrees to design the Sewer Project with sufficient capacity for the intended development of the Property with a minimum of 200 single family equivalent units, and to reserve such capacity in the Sewer Project for the future development of the Property. The term of the reservation shall be the same term provided for the reservation for water capacity in Section 2.2.

(c) The Owner agrees to complete and deliver to the City Manager a phase two environmental site assessment of the Property prepared by a licensed professional no later than 180 days after the Effective Date of this Agreement. The City agrees that the Owner shall have no liability or responsibility for the information included in the phase two environmental site assessment. If the phase two environmental site assessment demonstrates that the Property is developable, the Owner shall give notice to the City when it is ready to proceed with development of the Property. The City agrees to enter into a contract for the engineering and design of the Sewer Project within ninety (90) days after receipt of the notice. The filing of a preliminary plat application for the Property shall constitute delivery of notice to the City under this paragraph. The City's Engineer will coordinate the design of the Sewer Project with the design of the development of the Property as provided by the Owner's engineer. The City agrees to award a construction contract for the Sewer Project and to cause construction of the Sewer Project to be completed to coincide with the commencement of the development of the Property.

(d) Upon at least 30 days' prior written notice from the City to the Owner but not more than 90 days before the City solicits bids for construction of the Sewer Project, the Owner will dedicate a public sanitary sewer easement that is a minimum of 15 feet in width for the portion of the Sewer Project that will be located within the Property, as well as a temporary construction easement. The permanent easement and temporary construction easement will be located within the floodplain on the western portion of the Property at a location that minimizes impacts to developable portions of the Property and is approved by both Parties, with such approval not to be unreasonably withheld, conditioned, or delayed. The easement shall be in the form attached hereto as Exhibit D unless the City approves another form of easement at the request of the Owner.

(e) No tree mitigation shall be required in connection with the removal of trees to construct the Sewer Project within the Property. The City agrees to exercise all reasonable care to preserve existing trees in the vicinity of the Sewer Project, and will cause its contractor to do the same.

(f) If the City does not timely commence construction of the Sewer Project in accordance with the terms of this Section 2.3, the City agrees the Owner shall have the right, but not the obligation, to construct the Sewer Project in accordance with that certain TIRZ Development Agreement between the Owner and the City dated June 3, 2014 (the "TIRZ Agreement").

2.4 Public Improvement District. Upon petition by the Owner pursuant to Chapter 372 of the Texas Local Government Code, the City agrees to consider the creation of a public improvement district (PID) to reimburse costs eligible under Chapter 372 from annual

assessments on each lot within the Property, including on-site infrastructure costs and other eligible improvements identified by the Owner.

2.5 Linear Park. Subject to the City not being in default of its obligation to enter into an engineering and design contract pursuant to Section 2.3(c) of this Agreement, the following provisions shall apply:

(a) The Owner agrees to donate a minimum 100-foot wide strip of land within the Property to either the City or a third party approved by the City for use as a public linear park. The donation shall occur prior to or concurrently with the City's approval of the first final plat for a portion of the Property. This strip of land shall overlap with the sewer easement described above to the extent possible, and shall be located along the creek within the floodplain and floodway on the western side of the Property. The Owner shall have the sole right to determine the exact location and dimensions of this strip of land, consistent with the requirements of this Section 2.5 and the City's park dedication requirements. It is understood and agreed that the location of this strip of land must allow for the construction of a public hike and bike trail that will connect to other such trails adjoining the Property. If park land is not donated in accordance with the terms of this Section 2.5, the City may deny the final plat.

(b) The deed conveying this strip of land to the City shall be in the form attached hereto as Exhibit E unless the City approves another form of deed at the request of the Owner.

(c) The size of the park land donated within the Property shall meet or exceed the then-current park land dedication acreage requirement based on the number of permitted residential units on the Property pursuant to a City ordinance that is generally applicable to all residential development in the City's corporate limits. Upon the donation of this park land, the City shall be deemed to have waived (i) all park fee requirements that would otherwise apply to the development of the Property; and (ii) all park land dedication requirements that would otherwise apply to the development of the Property.

(d) Notwithstanding anything to the contrary in this Agreement, the Parties agree that the donation of land required by this Section 2.5 shall not be required unless the Property has been rezoned by the City to allow development of a minimum of 200 single family equivalent units within the Property.

ARTICLE III

ADDITIONAL PROVISIONS

3.1 Term. The term of this Agreement shall be ten years.

3.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced

by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.3 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on the day delivered by courier or a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (b) three days after the notice is deposited with the United States mail service, certified mail, return receipt requested. Notices given pursuant to this section shall be addressed as follows:

To the City: Attn: City Manager
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

With a copy to: City Attorney
City of Kennedale
Attn: Carvan E. Adkins
6000 Western Place, Suite 200
Fort Worth, Texas 76107

To the Owner:

Attn: Cynthia McMillan
PO Box 820576
Fort Worth, Texas 76182

With a copy to:

Attn: Melissa Lindelow Shupe
Ventura PLLC
9406 Biscayne Blvd
Dallas, Texas 75218

3.4 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of the Party who originally drafted the provision.

3.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public

notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

3.6 Entire Agreement; Binding Obligations; Releases. This Agreement together with the TIRZ Agreement constitute the entire agreement between the Parties and supersede all prior agreements, whether oral or written, covering the subject matter of this Agreement and the TIRZ Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. This First Amended Agreement shall be recorded in the deed records of Tarrant County, Texas, and shall be binding upon the Parties. The Owner's obligations under this Agreement shall be binding upon the Owner's successors and assigns; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to any end-buyer. For purposes of this Agreement, the Parties agree that the term "end-buyer" means any owner, builder, tenant, user, or occupant of a lot included within a City-approved final plat that has been recorded in the deed records. Upon approval of each final plat for all or a portion of the Property, the City agrees to cause the City Manager to execute a release of this Agreement, in recordable form, for the portion of the Property included in the final plat releasing the Owner and its successors and assigns from all obligations under this Agreement that have been performed.

3.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

3.8 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Tarrant County, Texas. Venue for any action to enforce or construe this Agreement shall lie in Tarrant County, Texas.

3.9 Assignment. Subject to the City reasonably determining that the Assignee has the financial ability to fulfill the terms of this Agreement, the Owner has the right to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Owner. Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement and the TIRZ Agreement to the extent this Agreement or the TIRZ Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the

Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such assignment. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. An Assignee shall be considered a "Party" and the "Owner" for the purposes of this Agreement.

3.10 Events of Default; Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given 30 days from the date of such notice to cure the alleged failure. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

3.11 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

3.12 Rough Proportionality. The Owner agrees that all dedications made by the Owner pursuant to this Agreement are roughly proportional to the need created by the development of the Property, and the Owner hereby waives any claim therefore that it may have. The Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedications required by this Agreement are related both in nature and extent to the impact of the Owner's development. The Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Owner's development, but only to the extent such claims relate to the dedication required by this Agreement.

3.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.14 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

3.15 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Schematic Development Plan
Exhibit C	Sewer Project Location
Exhibit D	Form of Sewer Easement
Exhibit E	Form of Deed



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.A.3.

SUBJECT
Economic Development Incentive Agreement between the City of Kennedale, Texas, Quick Roofing, LLC and QR Purchasing, LLC.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS		
1.	Kennedale Chapter 380 with Quick Roofing Purchasing	Kennedale Chapter 380 with Quick Roofing Purchasing.pdf

STATE OF TEXAS §
 § ECONOMIC DEVELOPMENT INCENTIVE
 § AGREEMENT
COUNTY OF TARRANT §

This Economic Development Incentive Agreement (this “Agreement”), is made by and among the City of Kennedale, Texas (the “City”), “Quick Roofing, LLC (“Owner”), and QR Purchasing, LLC, both Delaware limited liability companies (the “Company”), all acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of purchasing and reselling building materials; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate its purchasing and reselling activities to the City and that would generate local sales tax revenue for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the Company is a wholly owned subsidiary of the Owner; and

WHEREAS, the City desires to attract new retail business to the City that will generate additional sales tax revenue for the City; and

WHEREAS, the attraction of new retail business to the City will promote economic development, stimulate commercial activity, generate additional sales tax. and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution, TEX. LOC. GOV’T CODE §380.001 and the Development Corporation Act of 1979, Article 5190.6 of the TEX. REV. CIV. STAT. to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, benefit the City and the City’s inhabitants, and promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“City Sales Tax” shall mean the local sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code (or any successor statute) attributable to the general fund during each year in the Term. The City Sales Tax is currently set at a rate of one percent (1%). Should the Legislature or the voters ever change that amount, if lowered, City Sales Tax shall be the lower rate; and if raised, City Sales Tax shall mean a rate no higher than one percent (1%).

“Commencement Date” shall mean October 1, 2024.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Grant” shall mean periodic payments to the Company from lawfully available funds, in the amount set forth in Section 3.01.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or the Owner, the Retail Center, or any property or any business owned by the Company or the Owner within the City.

“Retail Center” shall mean the Company’s office at 605 Power Drive, Kennedale, Texas 76060 at which the Company operates a business of purchasing and reselling building materials, which includes sales, consummated in the City, of Taxable Items.

“Sales Tax Certificate” shall mean the certificate or other statement in a form reasonably acceptable to the City setting forth the Retailer’s collection of Sales and Use Tax received by the City from the State of Texas for the sale of Taxable Items by the Retailer at the Retail Center and consummated in the City for the applicable Grant Period which are to be used to determine Retailer’s eligibility for a Grant, together with such supporting documentation required herein, and as the City may reasonably request.

“Sales Tax Receipts” shall mean the City’s receipts from the State from the collection of the City Sales Tax attributable to the Company’s collection of sales and use tax during the Term as a result of sales of Taxable Items by the Company at the Retail Center. The parties expressly acknowledge and agree that the sales and use tax receipts are being used only as a measurement for the City’s payment of Grants through the use of general funds.

“State” shall mean the State of Texas and all taxing authorities thereof, including, without limitation, the Comptroller of Public Accounts of the State of Texas.

“Taxable Items” shall have the same meaning assigned by Section 151.010 of the Texas Tax Code, as amended.

ARTICLE II TERM

Section 2.01. Term. The initial term of this Agreement shall begin on the Commencement Date and continue until the tenth anniversary date of the Commencement Date, unless sooner terminated as provided herein. Thereafter, the term of this Agreement shall automatically renew for one (1) successive term of ten (10) years unless any party gives written notice to the other party at least ninety (90) days prior to the expiration of the current term. Any reference to the “Term” of this Agreement shall include the initial term and any renewal term, but shall mean the actual term during which this Agreement is in effect.

ARTICLE III ECONOMIC DEVELOPMENT GRANT

Section 3.01. Grant. During the Term, subject to the Owner and the Company’s continued satisfaction of all of its obligations under the terms and conditions of this Agreement, the City agrees to provide the Company with an economic development grant from lawfully available funds, payable as provided herein, in an amount equal to eighty-five percent (85.0%) of the Sales Tax Receipts for each month during the Term (each, a “Grant” and, collectively, the “Grants”).

Section 3.02. Grant Funds. The City shall not be required to pay any Grant until such time as the City has received Sales Tax Receipts from the State relating to the month for which such Grant payment is due and until such time as the City has received a Sales Tax Certificate filed by the Company related to the Grant Period as identified in Section 4.03.

Section 3.03. Grant Payment. The City shall, within thirty (30) days after the later to occur of: (i) receipt by the City of Sales Tax Receipts from the State, and (ii) receipt of the Sales Tax Certificate information issued by the Company to the City, pay to the Company, or as directed by the Company, a Grant in an amount equal to eighty-five percent (85.0%) of the Sales Tax Receipts for such month.

Section 3.04. Amended Returns. In the event the Company files an amended sales and use tax return or report, or if additional sales and use tax is due and owing by the Company to the State, and, as a result, Sales Tax Receipts for a previous calendar month are increased, then the Grant payment due from the City shall be increased accordingly for the calendar month immediately following the City receiving Sales Tax Receipts from the State attributable to such increase. This Section 3.04 shall survive the termination of this Agreement.

Section 3.05. Refunds. In the event the State determines that the City erroneously received Sales Tax Receipts, or that the amount of sales and use tax paid to the City exceeds the correct amount of sales and use tax owed to the City, and, as a result, a previous Grant paid to the Company exceeded the amount actually due to the Company (calculated based on the State's determination) any such excess amount being referred to herein as an "Excess Grant", then the Company or the Owner shall, within thirty (30) days after receipt of a written notice from the City specifying the amount of the Excess Grant, repay the amount of the Excess Grant to the City. In the alternative, at the City's sole discretion, the parties may agree in writing, in lieu of repaying the amount of the Excess Grant to the City, to reduce the amount of the Grant payment for the month immediately following the Company's receipt of the City's written notice of the Excess Grant by the amount of the Excess Grant. In such case, the City shall deliver a written notice to the Company and the Owner acknowledging the amount of the Excess Grant that has been deducted from any Grant payment. As a condition precedent to the Company and the Owner's obligation to refund the amount of an Excess Grant to the City or authorize the City to reduce the Grant payment, the Company shall have received a copy of the State's written determination, if any, or such other evidence to substantiate the amount of the Excess Grant as is acceptable to the Company in its reasonable discretion.

Section 3.06. Right of Offset. The Company agrees that following written notice from the City that the Company is delinquent in the payments of any Impositions, the City may offset any Grant payment by the amount owed following a sixty (60) day period for the Company to cure.

ARTICLE IV PROCEDURES RELATING TO GRANTS

Section 4.01. The Company shall (1) relocate its purchasing offices into a single location at the Retail Center in Kennedale no later than September 30, 2024 and (2) maintain the consolidated purchasing office at the Retail Center continuously through the term of this Agreement in a manner that the sale of Taxable Items by the Company at the Retail Center are consummated in the City and generate Sales and Use Tax for the City, including, but not limited to, providing significant business services beyond processing invoices.

Section 4.02. The Company shall accept three or more orders per year at the Retail Center as well as provide significant business services, beyond processing invoices, to one or more affiliates, including logistics management, purchasing and negotiation of related early payment discounts and rebates with suppliers or manufacturers, inventory control, or other vital business services.

Section 4.03. The Company shall provide a Sales Tax Certificate to the City that includes a copy of all Texas Sales and Use Tax Returns and reports or Sales and Use Tax prepayment returns and reports filed by the Company during the term of the Agreement confirming Texas Sales and Use Tax collected and paid to the State by the Company for the sale of Taxable Items consummated at the Retail Center for the applicable Grant Period.

Section 4.04. The Company shall provide the City, and maintain during the term of the Agreement, a Waiver of Sales Tax Confidentiality that authorizes the State of Texas to release to

the City Sales and Use Tax Information pertaining to the Company. The Waiver of Sales Tax Confidentiality shall include, but not be limited to the following documentation:

- (a) Information regarding the amount of sales and use tax collected and paid to the State by the Company as a result of the sale of Taxable Items by the Company at the Retail Center;
- (b) A copy of all sales and use tax returns and reports, sales and use tax prepayment returns, if any, including amended sales and use tax returns or reports, filed by the Company for the previous calendar month showing sales and use tax collected by the Company for the sale of Taxable Items consummated at the Retail Center;
- (c) A summary of the sales of Taxable Items by the Company consummated at the Retail Center which resulted in sales and use tax paid; and
- (d) Information concerning any refund or credit received by the Company of sales or use tax paid or collected by the Company which has previously been reported by the Company as sales and use tax paid or collected.

Section 4.05. Confidentiality. The City agrees to keep all information and documentation received from the State pursuant to this Section 4.05 (collectively, “Confidential Tax Information”) confident, subject to the requirements of the Texas Public Information Act. The City will only provide access to the Confidential Tax Information to its employees on a “need-to-know” basis. The City will use the Confidential Tax Information solely for the purposes of determining the amount of each month’s Grant related to the Retail Center that are dependent on the Confidential Tax Information and for no other purpose, and the City will not (and will cause any person to whom access to the Confidential Tax Information is granted not to), without the Company’s prior written authorization, directly or indirectly, intentionally or inadvertently: (a) disclose to any other person, use or exploit the Confidential Tax Information (other than as expressly permitted above), (b) discuss the Company or its affairs with any person other than the Company’s representatives, (c) copy, photograph, photocopy, reduce to writing or otherwise reproduce or duplicate the Confidential Tax Information or (d) take any other actions which would be detrimental to the Company. The Company’s Waiver of Sales Tax Confidentiality is solely for the limited purpose of allowing an appropriate set of City officials to verify the amount of the City’s obligations under this Agreement. The City’s obligations under this Section 4.05 shall survive the termination of this Agreement.

Section 4.06. Publicity and Disclosures. The parties covenant and agree that neither party shall make any press release or public disclosure, either written or oral, regarding the transactions contemplated by this Agreement without the prior knowledge and consent of the other party; provided, that the foregoing shall not prohibit any disclosure to attorneys, accountants, investment bankers or other agents of the parties assisting the parties in connection with the transactions contemplated by this Agreement.

Section 4.07. Audit of Sales Tax or Challenge to Place of Business. The Company shall notify the City in writing within seven (7) of becoming aware of a State audit of the Sales Tax

Receipts or any challenge to the designation of the Retail Center as a “place of business” under Section 321.002(a)(3) of the Texas Tax Code. The Company shall bear the sole cost of any audit or challenge to the designation as a place of business, including the cost of any litigation, and shall reimburse the City for any and all expenses it may incur in participating in the audit or responding to litigation related to this Agreement. In the event of an audit or challenge to the designation of the Retail Center as a place of business, the City may choose to place monthly Grant Payments in an escrow account pending a final decision by the State or court of law.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

Section 5.01. Location of Retail Center. During the Term, the Company covenants and agrees that neither it, nor its affiliates, subsidiaries or parent, will duplicate the purchasing and reselling activities conducted at the Retail Center at any location in the State of Texas outside of the City. Nothing in this Section 5.01 shall prohibit or restrict the Company’s (or its affiliates’, subsidiaries’ or parent’s) ability to set up purchasing and reselling activities or any nature (including similar or duplicate activities to those conducted at the Retail Center) at any location outside the State of Texas.

Section 5.02. The Company certifies the Company does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if the Company is convicted of a violation under 8 U.S.D. Section 1324a(f), the Company shall repay to the City the full amount of incentives provided under Article III of this Agreement from the date the incentive payment(s) was made. Repayment shall be paid within one hundred twenty (120) days after the date the Company receives notice of violation from the City (i.e., a notice of conviction).

ARTICLE VI

TERMINATION

Section 6.01. This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the parties;
- (b) by the City or the Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the City or the Company, as the case may be;
- (c) by the City, if any sales or use taxes owed to the City or the State of Texas by the Company shall have become delinquent (provided, however, the Company retains the right to timely and properly protest and contest any such use taxes due);
- (d) by the City, if the Company or the Owner suffers an Event of Bankruptcy or Insolvency;

(e) by the City upon written notice, if any Impositions owed to the City or the State of Texas have become delinquent after the date to timely appeal such Imposition;

(f) by the City or the Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

(g) by the Company, if the City does not pay the applicable Grant amount within forty-five (45) days of receipt of the Sale and Use Tax Receipts as required herein covered by a valid Sales Tax Certificate issued by the Company or fails to cure this breach within an additional thirty (30) days and so long as the Company is not in default; or

(h) expiration of the term, or any subsequent renewal of the term.

Section 6.02. Effect of Termination. Upon a termination of this Agreement, the City shall remit all Grants relating to Sales Tax Receipts for the sale of Taxable Items by the Company at the Retail Center sold prior to the effective date of such termination, the City shall not be required to remit such Grants if the City is prohibited from doing so under Federal or State legislation or the decision of a court of competent jurisdiction. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise expressly provided herein.

ARTICLE VII MISCELLANEOUS

Section 7.01. Binding Agreement; Assignment. QR Purchasing, LLC (Company) is a wholly owned affiliate of Quick Roofing, LLC (Owner). Company or Owner have the right (from time to time without the consent of the City, but upon fifteen (15) days advanced written notice to the City) to assign this Agreement, in whole or in part, to any entity that is controlled by or under common control of Owner. All other assignments must be approved in writing by the City.

Section 7.02. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

Section 7.03. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

Section 7.04. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid,

certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

City Manager
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

With a copy (which shall not constitute notice) to:

Taylor, Olson, Adkins, Sralla & Elam, LLP
Attn: Carvan E. Adkins
6000 Western Place II, Suite 200
Fort Worth, TX 76107

If intended for the Company or the Owner:

Mr. Eric Armstrong
President, QR Purchasing, LLC
605 Power Drive
Kennedale, Texas 76060

With a copy (which shall not constitute notice) to:

Adrian McManus,
Chief Technology Officer, QR Purchasing, LLC
605 Power Drive
Kennedale, Texas 76060

Section 7.05. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral agreement, oral or written, between the parties that in any manner relates to the subject matter of this Agreement.

Section 7.06. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any disputes regarding this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in any State District Court located in Tarrant County, Texas.

Section 7.07. Amendment. This Agreement may be amended or modified only by a written instrument signed by all the parties hereto.

Section 7.08. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 7.09. Recitals. The recitals to this Agreement are incorporated herein.

Section 7.10. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Section 7.11. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 7.12. Anti-Boycott Verifications. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. For purposes of this paragraph, the Company understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

Section 7.13. Iran, Sudan and Foreign Terrorist Organizations. The Company represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law and excludes the Company and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its Federal sanctions regime relating to Sudan or Iran or any Federal sanctions regime relating to a foreign terrorist organization. For purposes of this paragraph, the Company understands “affiliate” to mean any

entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

Section 7.14. Fossil Fuels Boycott Verification. As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the Company hereby verifies that the Company, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code, as amended.

Section 7.15. Firearms Discrimination Verification. As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, SB 19), as amended, the Company hereby verifies that the Company, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

Section 7.16. Critical Infrastructure Verification. The Company hereby verifies and certifies that the Company, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, does not and during the duration of this Agreement will not operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended

Section 7.17. Governmental Powers; Waiver of Immunity. It is understood that by execution of this Agreement the City does not waive or surrender any of its governmental powers, immunities or rights, except as specifically waived pursuant to this Section. The City waives its governmental immunity from suit and liability only as to any action brought by a party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this Section shall waive any claims, defenses, or immunities that the City has with respect to suits against the City by persons or entities not a party to this Agreement.

EXECUTED on this _____ day of _____, 2024.

CITY OF KENNEDALE, TEXAS

By: _____
Darrell Hull, City Manager and
EDC Executive Director

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

EXECUTED on this _____ day of _____, 2024.

**QR PURCHASING, LLC,
a Delaware Limited Liability Company**

By: _____
Eric Armstrong
President

EXECUTED on this _____ day of _____, 2024.

**QUICK ROOFING, LLC,
a Delaware Limited Liability Company**

By: _____

Name: _____

Title: _____

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2024
by Darrell Hull, City Manager of the City of Kennedale, Texas, a Texas municipality, on behalf of
said municipality.

Notary Public, State of Texas

[SEAL

THE COMPANY'S ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2024
by Eric Armstrong, being the President of QR Purchasing, LLC.

Notary Public, State of Texas

[SEAL]

THE OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

 This instrument was acknowledged before me on the _____ day of _____, 2024
by _____, being the _____ of Quick Roofing, LLC.

Notary Public, State of Texas

[SEAL]

MEETING DATE: MAY 21,2024

AGENDA ITEM NUMBER: WORK SESSION IV. A. 4

SUBJECT: Interlocal Agreement for Kennedale Sublett Road Improvement

ORIGINATED BY:

Kristian Sugrim

SUMMARY:

On September 5, 2023, the Tarrant County Commissioners Court approved the 2021 Transportation Bond Program (2021 TBP) Countywide Initiatives and Partnership. The Kennedale Sublett Road from New Hope Road to N. Little School Road was one of the approved projects for partial funding on a reimbursement basis. Back in 2021, Shield Engineering was involved with the City and conducted an alignment study for this project; the most favorable project alignment is attached.

Based on the attached draft ILA, Tarrant County will reimburse the City of Kennedale \$4,817,305, with the City being responsible for the remaining \$5,182,695 of the estimated construction cost of \$10,000,000. On page 6, under CERTIFICATION, is the amount of County reimbursement which may be requested by September 30, 2024. It is currently shown a \$0.00, but this amount can change depending on the status of the project. Similarly, Section III, page 2, TERM, requires a schedule (design through construction), and Section V, page 3, REIMBURSEMENT, requires the City to provide the anticipated costs for these items.

RECOMMENDATION:

Based on the aforementioned, staff recommends that the City Council formulate an action plan to meet the County's ILA deadline. Also, based on the City's financial constraints, staff suggest that the project be constructed in phases.

ATTACHMENTS:

Realignment Concept Plan
Draft Interlocal Agreement

2021/04/08 CDAVIS L:\JOBS\2020\04\01 KENNEDALE SUBLETT ROAD REALIGNMENT\20210319 KENNEDALE SUBLETT ROAD EXHIBIT SKEW.DWG

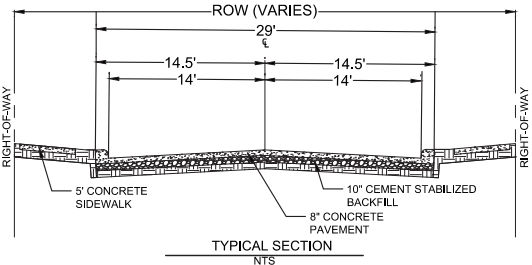


Table 2-2: Other State Highways Connection Spacing Criteria
Other State Highways: Minimum Connection Spacing (FOOT)

Posted Speed (mph)	Distance (ft)
≤ 35	200
35	250
40	300
45	350
≥ 50	425

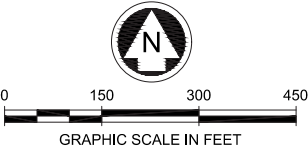
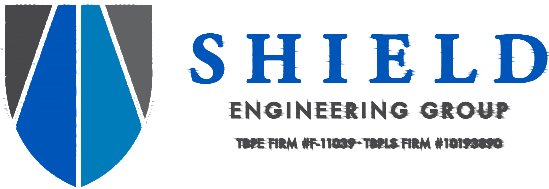
(1) Distances are the minimum spacing between connections. These distances may be adjusted for design speed and/or significant truck traffic. Where present at proposed traffic operations, minimum spacing shall be provided to maintain safe and operational gap acceptance maneuvering distances.
(2) When these values are not applicable, refer to the variance process as described in Chapter 2, Section 3.
(3) Access spacing values shown in this table do not apply to road highways outside of metropolitan planning organization boundaries shown in table 1 of this manual. For development with posted ADT levels below 1000, access connection spacing values shown in this table may be approved based on safety and operational considerations as determined by TADOT.

Thoroughfare Type	Parkway	Highway / Express Lane / Access Lane	Highway	Arterial	Street	Local Road
Number of through lanes	4	4 / 2	4	2 to 4	2	2
Desired Operating Speed (mph)	40-45	40-45 / 35-35	35-40	30-35	25-30	15-20
Median	10'-18'	12'-18' / 6'-8'	12'-18'	6'-10' (optional)	—	—
Driveway Access	Unlimited	From across lanes	Unlimited	Yes	Yes	Yes
Curb Parking	No	Yes (access lanes)	Optional	Yes	Yes (not obstructed)	No
Prohibition Facilities (clear through way)	5'	5'-10' (access lanes)	5'-10'	5'-10'	5'-8'	5'
Shoulder Facilities	10' or 10'	10' or 10'	10' or 10'	10' or 10'	10'	10' or 10'
Shoulder Width	10'-25'	10'-25'	10'-22'	10'-20'	10'-16'	10'-10'
Required ROW Width	100'-150'	110'-150'	100'-130'	60'-110'	50'-70'	40'-100'
Lane Width (ft)	11'	11'	11'	10' / 11'	10'	11'
Min CL Curve Radius	800'	500' / 500'	500'	500'	200'	500'
Min Reverse Curve Tangent Length	200'	200' / 200'	100'	100'	50'	100'
Min Subgrade Compacted Thickness	8"	8"	8"	6"	6"	6"
Min Curb Reverse Radius	50'	50'	30'	30'	20'	20'



LEGEND

- PROPOSED CONC
- PROPOSED ABANDON RIGHT-OF-WAY
- PROPOSED PUBLIC ACCESS EASEMENT
- PROPOSED 50' RIGHT-OF-WAY
- PROPOSED STORM



CITY OF KENNEDALE, TEXAS
TRANSPORTATION

KENNEDALE-SUBLETT ROAD
REALIGNMENT

KENNEDALE-SUBLETT
REALIGNMENT CONCEPT PLAN

DESIGNED: CSW	SCALE: 1" = 150'	DATE: APR 2021	SHEET: 1 OF 1
DRAWN: CSD			

KENNEDALE-SUBLETT ROAD REALIGNMENT CONCEPT PLAN

STATE OF TEXAS § **Interlocal Agreement for**
 § **Kennedale Sublett Road Improvements**
COUNTY OF TARRANT §

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as the “COUNTY”, and the City of Kennedale, hereinafter referred to as the “CITY”, and collectively referred to as the “parties”, for the purpose of providing funding through the Tarrant County 2021 Transportation Bond Program (2021 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2021 Transportation Bond Program Policy, as amended;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a “governmental entity” and not a “business entity” as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This project, hereinafter referred to as the “Project”, will consist of the construction (or reconstruction) of Kennedale Sublett Road from New Hope Road to N. Little School Road. The 0.9 mile section of roadway will be realigned and widened to a 29 feet wide neighborhood connector including sidewalk, curb and gutter, underground drainage, modification to Mansfield Cardinal Road, and a roundabout to improve traffic efficiency and mobility.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including construction, right of way acquisition, utility relocation, engineering, schematics, planning, surveying, and governmental approval costs (collectively

referred to as “Costs”);

- B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;
- C. Construction agreement administration, site review, permitting, and inspection;
- D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;
- E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG’s Transportation Improvement Program (TIP);
- F. A detailed project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY with every reimbursement request;
- G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

“This project is funded by the City of Kennedale and the Tarrant County Commissioners Court through the Tarrant County 2021 Transportation Bond Program.”

III. TERM

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2022, unless terminated as described in Section XII in this ILA or extended in writing and approved by both parties.

IV. FISCAL FUNDING ACKNOWLEDGEMENT

Tarrant County bond funds will be encumbered on a fiscal year basis in accordance with the Certification of Available Funds shown herein. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA may be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V. **REIMBURSEMENT PROCESS**

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible PROJECT costs in an amount not to exceed \$4,817,305.00. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the project is complete along with identification of final project costs. COUNTY bond funds for the Project are allocated as follows:

County Payment by Phase*

Design:	\$0.00
ROW Acquisition:	\$0.00
Construction:	\$0.00
TOTAL:	\$4,817,305.00

TBP Funding Category: 2021 Countywide Initiatives and Partnerships

** Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.*

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein. The CITY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the CITY.

VI. **AGENCY-INDEPENDENT CONTRACTOR**

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

VII. **ASSIGNMENT**

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII.
THIRD-PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX.
AUDIT OF RECORDS

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the PROJECT.

X.
ENTIRE AGREEMENT

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

XII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:

County Administrator
Tarrant County
100 E. Weatherford Street, Ste. 404
Fort Worth, Texas 76196

CITY:

Mayor or City Manager
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

XIII.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

XIV.
COMPLIANCE WITH LAWS

In providing services required by this Agreement, CITY and any contractors the CITY engages to perform these services must observe and comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

APPROVED on this day the ____ day of _____, 2024, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

CITY OF FORT WORTH

Tim O'Hare, County Judge

Jan Joplin, Mayor

APPROVED AS TO FORM:

Criminal District Attorney's Office*

City Attorney

City Secretary (If applicable)

* By law, the Criminal District Attorney’s Office may only approve contracts for its clients. We reviewed this document as to form from our client’s legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

\$ _____ *as follows:*

Fiscal year ending September 30, 2024:

\$0.00 2021 TBP Countywide Initiatives and
Partnerships – Pct 2

Auditor's Office

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM IV B

SUBJECT:

B. DISCUSSION AND/OR REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA.

ORIGINATED BY:

Administration

SUMMARY:

At this time the City Council can request clarification on any item listed on this agenda.

RECOMMENDATION:

No Action Necessary

ATTACHMENTS:

None

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.A.

SUBJECT

REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale City Council, the presiding officer, and/or staff may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

ORIGINATED BY

SUMMARY

RECOMMENDATION

No Action Required

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.A.1.

SUBJECT

Updates from members of the Kennedale City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.A.2.

SUBJECT

Updates from the Mayor

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.A.3.

SUBJECT

Updates from the City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.A.3.a.

SUBJECT

Property Tax Reduction Plan

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



**CITY OF KENNEDALE
MONTHLY FINANCIAL REPORT
Month Ended April 2024
EXECUTIVE OVERVIEW**

TO Mayor and Members of City Council
Darrell Hull, City Manager

FROM Jon Horton, Finance Director

DATE May 21, 2024

SUBJECT Monthly Financial Report for April 2024

Below is an overview of the monthly financial results for the current fiscal year through April. Detail schedules for each fund are attached for your review.

Results through April represent 58.33% of the fiscal year.

GENERAL FUND (01)

- ◊ Property tax revenues received year-to-date \$5,887,841; 98.3% of total budget; prior year receipts through April were 96% of total
- ◊ Sales tax revenues received year-to-date \$913,694; 45.9% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
- ◊ Prior year Sales Tax receipts through April were \$900,556; 40.6% of receipts
- ◊ General Fund expenditures year-to-date \$5,312,349 ; 51.8% of total budget
- ◊ Fund Balance year-to-date is \$6,086,757; 213 days of total budgeted expenditures and transfers out; revenues are ahead of spending for the fiscal year therefore fund balance is more than the projected fund balance for year-end of \$3,151,196 or 110 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

- ◊ Water service sales year-to-date \$1,349,415; 46.9% of budget
- ◊ Sewer service sales year-to-date \$1,003,356; 58.6% of budget
- ◊ Utility Billing and Operations expenditures year-to-date \$2,211,749; 61.1% of total budget
- ◊ Working Capital year-to-date is \$17,464,971; 491 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 266 days

STORMWATER FUND (07)

- ◊ Drainage fees year-to-date \$161,650; 59.9% of budget
- ◊ Stormwater Fund expenditures year-to-date \$127,748; 59.2% of total budget
- ◊ Working Capital year-to-date is \$821,583; 1,391 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 1,399 days

EDC FUND (15)

- ◊ Sales tax revenues received year-to-date \$304,338; 49.6% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
- ◊ Prior year Sales Tax receipts through April were 281,323; 45.9% of receipts
- ◊ Rental fees for the Shopping Center year-to-date \$193,258; 62.2% of total budget
- ◊ EDC Operations expenditures year-to-date \$482,557; 67.5% of total budget; includes \$19,969 for annual Christmas event
- ◊ EDC Town Shopping Center expenditures year-to-date \$119,917; 35.4% of total budget
- ◊ Fund Balance year-to-date is \$2,207,802; 566 days of total budgeted expenditures and transfers out; budgeted Fund Balance at year-end is 478 days

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 30, 2024

GENERAL FUND (01)									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
GENERAL FUND REVENUES									
Property Taxes	\$ 5,777,979	\$ 45,450	\$ 5,542,573	95.9%	\$ 5,980,866	\$ 51,858	\$ 5,877,841	98.3%	\$ 103,025
Sales Taxes	2,218,382	201,615	900,556	40.6%	1,991,717	171,226	913,694	45.9%	1,078,023
Grants and Contributions	135,199	19,100	91,576	67.7%	-	-	-	0.0%	-
Licenses and Permits	281,185	24,326	191,078	68.0%	449,884	30,205	232,956	51.8%	216,928
Fines and Fees	232,568	23,150	113,953	49.0%	215,000	37,082	187,710	87.3%	27,290
Charges for Services	251,275	11,378	104,924	41.8%	225,000	20,259	163,445	72.6%	61,555
Intergovernmental	220,794	-	54,139	24.5%	165,000	1,174	34,213	20.7%	130,787
All Other Revenues	256,078	20,278	83,288	32.5%	154,999	34,971	211,099	136.2%	(56,100)
Total General Fund Revenues	9,373,461	345,297	7,082,086	75.6%	9,182,466	346,775	7,620,959	83.0%	1,561,507
GENERAL FUND EXPENDITURES									
City Manager - Dept 01	330,992	13,857	111,791	33.8%	366,952	28,885	186,169	50.7%	180,783
Mayor/Council - Dept 02	151,730	12,350	60,807	40.1%	187,100	18,976	104,542	55.9%	82,558
City Secretary - Dept 03	162,093	1,963	33,682	20.8%	194,147	4,930	82,071	42.3%	112,076
Municipal Court - Dept 04	181,028	14,630	88,957	49.1%	225,108	22,010	112,539	50.0%	112,569
Human Resources - Dept 05	163,243	10,343	89,032	54.5%	224,532	13,784	101,337	45.1%	123,195
Finance - Dept 07	466,574	56,398	191,973	41.1%	545,262	33,242	279,870	51.3%	265,392
Police - Dept 09	3,472,227	292,433	1,963,743	56.6%	3,606,007	243,503	1,953,918	54.2%	1,652,089
Fire - Dept 10	2,673,744	172,216	1,397,737	52.3%	2,961,998	244,161	1,506,631	50.9%	1,455,367
Community Development - Dept 12	617,476	38,808	275,739	44.7%	664,041	72,901	289,359	43.6%	374,682
Senior Citizen Center - Dept 16	48,584	3,109	25,516	52.5%	53,172	1,857	19,879	37.4%	33,293
Library - Dept 17	393,462	34,968	209,645	53.3%	501,153	39,747	228,855	45.7%	272,298
Communications - Dept 18	-	-	-	0.0%	26,100	24	2,079	8.0%	24,021
Non Departmental - Dept 90	544,203	216,929	448,001	82.3%	701,667	26,936	445,099	63.4%	256,568
Total General Fund Expenditures	9,205,355	868,004	4,896,624	53.2%	10,257,239	750,957	5,312,349	51.8%	4,944,890
Revenues Over (Under) Expenditures	168,105	(522,706)	2,185,462		(1,074,773)	(404,182)	2,308,610		
Transfers In	1,193,374	99,448	696,135	58.3%	1,263,732	105,311	737,177	58.3%	526,555
Transfers (Out)	(391,090)	163,207	(70,000)	17.9%	(188,958)	(15,747)	(110,226)	58.3%	(78,733)
Net Change in Fund Balance	970,389	(260,051)	2,811,597		1	(314,617)	2,935,561		
Beginning Fund Balance - October 1	2,180,806		2,180,806		3,151,195		3,151,195		
Ending Fund Balance - year-to-date	\$ 3,151,195		\$ 4,992,403		\$ 3,151,196		\$ 6,086,757		
Average Daily Annual Expenditures	\$ 26,292				\$ 28,620				
Days of Fund Balance	120		190		110		213		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 30, 2024

UTILITY FUNDS									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Stormwater Utility Fund (07)									
Stormwater Utility Fund Revenues	\$ 315,324	\$ 25,542	\$ 175,922	55.8%	\$ 272,850	\$ 26,443	\$ 179,927	65.9%	\$ 92,923
Stormwater Utility Fund Expenditures	222,314	19,727	121,380	54.6%	215,655	20,515	127,748	59.2%	87,907
Revenues Over (Under) Expenditures	93,010	5,815	54,542		57,195	5,928	52,178		
Beginning Fund Balance - October 1	676,394		676,394		769,404		769,404		
Ending Fund Balance - year-to-date	<u>\$ 769,404</u>		<u>\$ 730,936</u>		<u>\$ 826,599</u>		<u>\$ 821,583</u>		
Average Daily Annual Expenditures	\$ 609				\$ 591				
Days of Fund Balance	1263		1200		1399		1391		
Water/Sewer Fund (10)									
W/S Fund Revenues and Bond Funds	\$ 20,409,510	\$ 360,619	\$ 2,706,450	13.3%	\$ 5,022,628	\$ 452,254	\$ 3,041,841	60.6%	\$ 1,980,787
Water/Sewer Fund Expenditures									
Utility Billing - Dept 01	2,073,319	20,870	843,278	40.7%	1,450,700	304,422	873,345	60.2%	577,355
Operations - Dept 02	1,756,471	9,728	753,250	42.9%	2,172,320	139,143	1,338,403	61.6%	833,917
Debt Service - Dept 03	466,301	-	276,243	59.2%	295,312	-	283,012	95.8%	12,300
Capital Projects - Dept 04	-	-	28,600	100.0%	8,315,000	7,934	26,142	0.3%	8,288,858
Non Departmental - Dept 90	1,363,044	57,244	473,137	34.7%	757,450	58,561	427,541	56.4%	329,909
Total Water/Sewer Fund Expenditures	5,659,136	87,842	2,374,509	42.0%	12,990,782	510,060	2,948,443	22.7%	10,042,339
Revenues Over (Under) Expenditures	14,750,375	272,776	331,942		(7,968,154)	(57,806)	93,398		
Transfers In	187,525	15,637	109,400	58.3%	187,525	15,627	109,390	58.3%	78,135
Net Change in Fund Balance	14,937,900	288,413	441,341		(7,780,629)	(42,179)	202,788		
Beginning Fund Balance - October 1	2,324,284		2,324,284		17,262,184		17,262,184		
Ending Fund Balance - year-to-date	<u>\$ 17,262,184</u>		<u>\$ 2,765,625</u>		<u>\$ 9,481,555</u>		<u>\$ 17,464,971</u>		
Average Daily Annual Expenditures	\$ 15,504				\$ 35,591				
Days of Fund Balance	1113		178		266		491		
Water Impact Fee Fund (61)									
Water Impact Fund Revenues	\$ 18,848	\$ 455	\$ 11,586	61.5%	\$ 58,752	\$ 2,195	\$ 15,113	25.7%	\$ 43,639
Water Impact Fund Expenditures	0	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	18,848	455	11,586		58,752	2,195	15,113		
Transfers (Out)	(30,000)	(2,500)	(17,500)	58.3%	(30,000)	(2,500)	(17,500)	58.3%	(12,500)
Net Change in Fund Balance	(11,152)	(2,045)	(5,914)		28,752	(305)	(2,387)		
Beginning Fund Balance - October 1	109,672		109,672		98,520		98,520		
Ending Fund Balance - year-to-date	<u>\$ 98,520</u>		<u>\$ 103,758</u>		<u>\$ 127,272</u>		<u>\$ 96,133</u>		
Sewer Impact Fee Fund (62)									
Fund 62 Sewer Impact Fund Revenues	\$ 19,289	\$ 636	\$ 10,144	52.6%	\$ 111,348	\$ 482	\$ 18,108	16.3%	\$ 93,240
Fund 62 Sewer Impact Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	19,289	636	10,144		111,348	482	18,108		
Transfers (Out)	(60,000)	(5,000)	(35,000)	58.3%	(60,000)	(5,000)	(35,000)	58.3%	(25,000)
Net Change in Fund Balance	(40,712)	(4,364)	(24,856)		51,348	(4,518)	(16,892)		
Beginning Fund Balance - October 1	184,924		184,924		144,213		144,213		
Ending Fund Balance - year-to-date	<u>\$ 144,213</u>		<u>\$ 160,068</u>		<u>\$ 195,561</u>		<u>\$ 127,320</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 30, 2024

DEBT SERVICE FUND (02)									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Debt Service Fund Revenues	\$ 1,723,284	\$ 14,818	\$ 1,350,732	78.4%	\$ 2,683,268	\$ 127,261	\$ 2,395,810	89.3%	\$ 287,458
Debt Service Fund Expenditures	1,863,100	-	1,559,797	83.7%	2,564,324	2,250	2,099,252	81.9%	465,072
Revenues Over (Under) Expenditures	(139,815)	14,818	(209,065)		118,944	125,011	296,558		
Beginning Fund Balance - October 1	838,142		838,142		698,327		698,327		
Ending Fund Balance - <i>year-to-date</i>	698,327		629,077		817,271		994,885		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 30, 2024

CAPITAL PROJECT FUNDS										
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024					
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget	
Capital Projects Fund (04)										
Capital Projects Fund Revenues	\$ 120,531	\$ 905	\$ 59,800	49.6%	\$ 95,700	\$ 12,447	\$ 63,357	66.2%	\$ 32,343	
Capital Projects Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-	
Revenues Over (Under) Expenditures	120,531	905	59,800		95,700	12,447	63,357			
Transfers (Out)	(104,800)	-	-	0.0%	(108,055)	(104,475)	(104,475)	96.7%	(3,580)	
Net Change in Fund Balance	15,731	905	59,800		(12,355)	(92,028)	(41,118)			
Beginning Fund Balance - October 1	174,591		174,591		190,322		190,322			
Ending Fund Balance - year-to-date	<u>\$ 190,322</u>		<u>\$ 234,391</u>		<u>\$ 177,967</u>		<u>\$ 149,205</u>			
Capital Bond Fund (13)										
Capital Bond Fund Revenues	\$ 2,806,125	\$ (2,636)	\$ (304,458)	-10.8%	\$ 173,250	\$ 32,210	\$ 211,155	121.9%	\$ (37,905)	
Capital Bond Fund Expenditures	2,059,022	18,319	1,111,389	54.0%	6,768,295	8,258	327,539	4.8%	6,440,756	
Revenues Over (Under) Expenditures	747,104	(20,955)	(1,415,847)		(6,595,045)	23,952	(116,384)			
Beginning Fund Balance - October 1	8,057,939		8,057,939		8,805,043		8,805,043			
Ending Fund Balance - year-to-date	<u>\$ 8,805,043</u>		<u>\$ 6,642,092</u>		<u>\$ 2,209,998</u>		<u>\$ 8,688,658</u>			
Park Dedication Fund (14)										
Park Dedication Fund Revenues	\$ 36,806	\$ 3,922	\$ 17,466	47.5%	\$ 27,000	\$ 1,127	\$ 24,973	92.5%	\$ 2,027	
Park Dedication Fund Expenditures	177,820	-	-	0.0%	45,000	41,965	301,083	669.1%	(256,083)	
Revenues Over (Under) Expenditures	(141,014)	3,922	17,466		(18,000)	(40,839)	(276,110)			
Beginning Fund Balance - October 1	699,736		699,736		558,722		558,722			
Ending Fund Balance - year-to-date	<u>\$ 558,722</u>		<u>\$ 717,202</u>		<u>\$ 540,722</u>		<u>\$ 282,612</u>			
Library Building Fund (32)										
Library Building Fund Revenues	\$ 215	\$ 0	\$ 136	63.0%	\$ 202	\$ 2	\$ 208	103.2%	\$ (6)	
Library Building Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0	
Revenues Over (Under) Expenditures	215	0	136		202	2	208			
Beginning Fund Balance - October 1	(1,868)		(1,868)		(1,653)		(1,653)			
Ending Fund Balance - year-to-date	<u>\$ (1,653)</u>		<u>\$ (1,732)</u>		<u>\$ (1,451)</u>		<u>\$ (1,445)</u>			
Roadway Impact Fee Fund (45)										
Roadway Impact Fee Fund Revenues	\$ 53,675	\$ 1,463	\$ 38,528	71.8%	\$ 141,695	\$ 1,397	\$ 17,229	12.2%	\$ 124,466	
Roadway Impact Fee Fund Exp	-	-	-	0.0%	-	-	-	0.0%	-	
Revenues Over (Under) Expenditures	53,675	1,463	38,528		141,695	1,397	17,229			
Transfers (Out)	(107,525)	(8,960)	(62,723)	58.3%	(107,525)	(18,025)	(71,787)	66.8%	(35,738)	
Net Change in Fund Balance	(53,850)	(7,498)	(24,195)		34,170	(16,628)	(54,558)			
Beginning Fund Balance - October 1	623,604		623,604		569,754		569,754			
Ending Fund Balance - year-to-date	<u>\$ 569,754</u>		<u>\$ 599,409</u>		<u>\$ 603,924</u>		<u>\$ 515,196</u>			

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 30, 2024

SPECIAL REVENUE FUNDS										
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024					
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget	
TIF #1 New Hope Fund (21)										
TIF #1 New Hope Fund Revenues	\$ 79,265	\$ 547	\$ 1,352	1.7%	\$ 72,406	\$ 794	\$ 5,976	8.3%	\$ 66,430	
TIF #1 New Hope Fund Expenditures	48,848	-	-	0.0%	378,229	65,145	81,864	0.0%	296,365	
Revenues Over (Under) Expenditures	\$ 30,417	547	\$ 1,352		\$ (305,823)	(64,350)	\$ (75,889)			
Transfers In	167,883	833	5,833	3.5%	170,000	833	5,833	3.4%	164,167	
Net Change in Fund Balance	198,300	1,380	7,185		(135,823)	(63,517)	(70,055)			
Beginning Fund Balance - October 1	(21,022)		(21,022)		177,278		177,278			
Ending Fund Balance - year-to-date	<u>\$ 177,278</u>		<u>\$ (13,837)</u>		<u>\$ 41,455</u>		<u>\$ 107,222</u>			
Hotel/Motel Tax Fund (30)										
Hotel/Motel Tax Fund Revenues	\$ 38,749	\$ 2,210	\$ 13,788	35.6%	\$ 25,000	\$ 3,963	\$ 10,817	43.3%	\$ 14,183	
Hotel/Motel Tax Fund Expenditures	13,258	-	155	1.2%	12,000	275	1,096	9.1%	10,904	
Revenues Over (Under) Expenditures	\$ 25,491	2,210	\$ 13,633		\$ 13,000	3,688	\$ 9,721			
Beginning Fund Balance - October 1	41,927		41,927		67,418		67,418			
Ending Fund Balance - year-to-date	<u>\$ 67,418</u>		<u>\$ 55,560</u>		<u>\$ 80,418</u>		<u>\$ 77,139</u>			
Police Seizure Fund (31)										
Police Seizure Fund Revenues	\$ 125	\$ 14	\$ 47	37.3%	\$ 80	\$ 14	\$ 93	115.8%	\$ (13)	
Police Seizure Fund Expenditures	-	-	-	0.0%	3,810	-	-	0.0%	3,810	
Revenues Over (Under) Expenditures	\$ 125	14	\$ 47		\$ (3,730)	14	\$ 93			
Beginning Fund Balance - October 1	3,650		3,650		3,775		3,775			
Ending Fund Balance - year-to-date	<u>\$ 3,775</u>		<u>\$ 3,697</u>		<u>\$ 45</u>		<u>\$ 3,868</u>			
LEOSE Fund (34)										
LEOSE Fund Revenues	\$ 1,438	\$ 4	\$ 1,421	98.8%	\$ 1,421	\$ 16	\$ 3,737	263.0%	\$ (2,316)	
LEOSE Fund Expenditures	1,590	-	1,590	100.0%	1,500	410	410	27.3%	1,090	
Revenues Over (Under) Expenditures	\$ (152)	4	\$ (169)		\$ (79)	(394)	\$ 3,327			
Beginning Fund Balance - October 1	1,002		1,002		850		850			
Ending Fund Balance - year-to-date	<u>\$ 850</u>		<u>\$ 833</u>		<u>\$ 771</u>		<u>\$ 4,177</u>			
Disaster Recovery Fund (35)										
Disaster Recovery Fund Revenues	\$ 254,371	\$ 6,196	\$ 24,504	9.6%	\$ 1,991,000	\$ 7,065	\$ 46,077	2.3%	\$ 1,944,923	
Disaster Recovery Fund Expenditures	191,642	1,524	182,536	95.2%	2,039,300	15,016	37,413	1.8%	2,001,887	
Revenues Over (Under) Expenditures	\$ 62,729	4,672	\$ (158,032)		\$ (48,300)	(7,951)	\$ 8,664			
Beginning Fund Balance - October 1	7,300		7,300		70,029		70,029			
Ending Fund Balance - year-to-date	<u>\$ 70,029</u>		<u>\$ (150,732)</u>		<u>\$ 21,729</u>		<u>\$ 78,693</u>			

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 30, 2024

OTHER FUNDS									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Capital Replacement Fund (05)									
Capital Replacement Fund Revenues	\$ 361,296	\$ 20,502	\$ 160,459	44.4%	\$ 166,850	\$ 45,281	\$ 123,562	74.1%	\$ 43,288
Capital Replacement Fund Expenditures	261,511	10,811	77,326	29.6%	97,103	41,868	60,248	62.0%	36,855
Revenues Over (Under) Expenditures	99,784	9,690	83,133		69,747	3,413	63,313		
Beginning Fund Balance - October 1	(399,257)		(399,257)		(299,473)		(299,473)		
Ending Fund Balance - year-to-date	<u>\$ (299,473)</u>		<u>\$ (316,124)</u>		<u>\$ (229,726)</u>		<u>\$ (236,160)</u>		
Court Security Fund (12)									
Court Security Fund Revenues	\$ 5,398	\$ 635	\$ 1,695	31.4%	\$ 3,850	\$ 986	\$ 5,206	135.2%	\$ (1,356)
Court Security Fund Expenditures	5,092	-	-	0.0%	10,000	245	245	2.5%	9,755
Revenues Over (Under) Expenditures	305	635	1,695		(6,150)	740	4,960		
Beginning Fund Balance - October 1	29,358		29,358		29,663		29,663		
Ending Fund Balance - year-to-date	<u>\$ 29,663</u>		<u>\$ 31,053</u>		<u>\$ 23,513</u>		<u>\$ 34,624</u>		
Court Technology Fund (16)									
Court Technology Fund Revenues	\$ 5,185	\$ 502	\$ 2,398	46.3%	\$ 4,050	\$ 764	\$ 4,003	98.8%	\$ 47
Court Technology Fund Expenditures	8,828	-	-	0.0%	10,000	351	1,051	10.5%	8,949
Revenues Over (Under) Expenditures	(3,643)	502	2,398		(5,950)	413	2,952		
Beginning Fund Balance - October 1	17,769		17,769		14,126		14,126		
Ending Fund Balance - year-to-date	<u>\$ 14,126</u>		<u>\$ 20,167</u>		<u>\$ 8,176</u>		<u>\$ 17,078</u>		
Street Improvement Fund (17)									
Street Improvement Fund Revenues	\$ 815,474	\$ 34,054	\$ 439,321	53.9%	\$ 857,010	\$ 24,038	\$ 385,448	45.0%	\$ 471,562
Street Improvement Fund Expenditures	847,876	59,458	418,634	49.4%	1,186,498	77,054.86	498,508	42.0%	687,990
Revenues Over (Under) Expenditures	(32,402)	(25,404)	20,687		(329,488)	(53,017)	(113,060)		
Transfers In	112,248	9,354	65,478	58.3%	191,998	16,000	111,999	58.3%	79,999
Transfers (Out)	(151,797)	(1,600)	(77,499)	51.1%	(155,235)	(12,936)	(90,554)	58.3%	(64,681)
Net Change in Fund Balance	(71,951)	(17,650)	8,667		(292,725)	(49,953)	(91,615)		
Beginning Fund Balance - October 1	384,656		384,656		312,705		312,705		
Ending Fund Balance - year-to-date	<u>\$ 312,705</u>		<u>\$ 393,323</u>		<u>\$ 19,980</u>		<u>\$ 221,090</u>		
Juvenile Case Manager Fund (18)									
Juvenile Case Manager Fund Revenues	\$ 560	\$ 46	\$ 305	54.5%	\$ 490	\$ 37	\$ 271	55.2%	\$ 219
Juvenile Case Manager Fund Exp	-	-	-	0.0%	7,000	-	-	0.0%	7,000
Revenues Over (Under) Expenditures	560	46	305		(6,510)	37	271		
Beginning Fund Balance - October 1	8,623		8,623		9,183		9,183		
Ending Fund Balance - year-to-date	<u>\$ 9,183</u>		<u>\$ 8,928</u>		<u>\$ 2,673</u>		<u>\$ 9,453</u>		
Park Recovery/Donation Fund (41)									
Park Rec/Donation Fund Revenues	\$ 5,336	\$ 125	\$ 360	6.7%	\$ 5,625	\$ 173	\$ 35,710	634.8%	\$ (30,085)
Park Rec/Donation Fund Expenditures	7,604	-	244	3.2%	7,853	24	6,603	84.1%	1,250
Revenues Over (Under) Expenditures	(2,268)	125	116		(2,228)	149	29,107		
Beginning Fund Balance - October 1	(67)		(67)		(2,335)		(2,335)		
Ending Fund Balance - year-to-date	<u>\$ (2,335)</u>		<u>\$ 49</u>		<u>\$ (4,563)</u>		<u>\$ 26,772</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 30, 2024

OTHER FUNDS - continued									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Grant Fund Fund (40)									
Grant Fund Revenues				N/A	\$ 675,000	\$ 14,409	\$ 44,727	6.6%	\$ 630,273
Grant Fund Expenditures				N/A	675,000	132,341	543,833	80.6%	131,167
Revenues Over (Under) Expenditures	-	-	-		-	(117,932)	(499,107)		
Beginning Fund Balance - October 1	-		-		-		-		
Ending Fund Balance - year-to-date	\$ -		\$ -		\$ -		\$ (499,107)		
Tree Restoration Fund (83)									
Tree Restoration Fund Revenues	\$ 7,429	\$ 285	\$ 3,933	52.9%	\$ 6,550	\$ 265	\$ 1,729	26.4%	\$ 4,821
Tree Restoration Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	7,429	285	3,933		6,550	265	1,729		
Beginning Fund Balance - October 1	71,535		71,535		78,964		78,964		
Ending Fund Balance - year-to-date	\$ 78,964		\$ 75,468		\$ 85,514		\$ 80,693		
Unclaimed Property Fund (85)									
Unclaimed Property Fund Revenues	\$ 18	\$ -	\$ 18	100.0%	\$ 20	\$ -	\$ -	0.0%	\$ 20
Unclaimed Property Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	18	-	18		20	-	-		
Transfers (Out)	0	-	-	0.0%	0	-	-	0.0%	0
Net Change in Fund Balance	18	-	18		20	-	-		
Beginning Fund Balance - October 1	316		316		334		334		
Ending Fund Balance - year-to-date	\$ 334		\$ 334		\$ 354		\$ 334		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 30, 2024

EDC FUNDS									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
EDC Fund (15)									
EDC Fund Revenues	\$ 1,178,119	\$ 100,359	\$ 505,796	42.9%	\$ 1,093,807	\$ 104,467	\$ 862,751	78.9%	\$ 231,056
EDC Fund Expenditures									
Operations Expenditures	560,637	37,569	316,236	56.4%	714,406	38,324	482,557	67.5%	231,849
Debt Service Expenditures	301,233	101,102	277,175	92.0%	309,200	5,160	188,214	60.9%	120,986
Town Shopping Center Expenditures	73,091	4,105	48,194	65.9%	338,461	26,222	119,917	35.4%	218,544
Total EDC Fund Expenditures	934,961	142,775	641,606	68.6%	1,362,067	69,705	790,688	58.1%	571,379
Revenues Over (Under) Expenditures	243,158	(42,417)	(135,809)		(268,260)	34,761	72,063		
Transfers (Out)	(56,124)	(4,677)	(32,739)	58.3%	(61,520)	(5,127)	(35,887)	58.3%	(25,633)
Net Change in Fund Balance	187,034	(47,094)	(168,548)		(329,780)	29,635	36,177		
Beginning Fund Balance - October 1	2,005,520		2,005,520		2,192,554		2,192,554		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 2,192,554</u>		<u>\$ 1,836,972</u>		<u>\$ 1,862,774</u>		<u>\$ 2,228,731</u>		
Average Daily Annual Expenditures	\$ 2,715				\$ 3,900				
Days of Fund Balance	807		677		478		571		
EDC Bond Reserve Fund (95)									
EDC Bond Reserve Fund Revenues	\$ 4,350	\$ 488	\$ 1,633	37.5%	\$ 2,800	\$ 498	\$ 3,212	114.7%	\$ (412)
EDC Bond Reserve Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	4,350	488	1,633		2,800	498	3,212		
Beginning Fund Balance - October 1	126,575		126,575		130,925		130,925		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 130,925</u>		<u>\$ 128,208</u>		<u>\$ 133,725</u>		<u>\$ 134,137</u>		



INVESTMENT REPORT

For The Quarter Ended

March 31, 2024

INVESTMENT REPORT

For The Quarter Ended March 31, 2024

The information within comprises the quarterly investment report for the City of Kennedale, Texas. The under-signed acknowledge that the City's investment portfolio has been and is in compliance with the policies and strategies contained in the City's Investment Policy as approved by City Council in December 2023 for the City of Kennedale and is also in compliance with the requirements of the Public Funds Investment Act of the State of Texas.



Jonathan Horton, Director of Finance



Darrell Hull, City Manager

City of Kennedale Investment Report For Quarter Ended March 31, 2024

This report presents an overview of the City's investment portfolio. It shows how the portfolio is structured and how it performed during the quarter.

Investment Objectives

The objectives of the City's investment policy are safety, liquidity, yield and public trust.

Authorized Investments

The City's Investment Policy allows various types of investments with varying maturity dates to diversify the funds invested. Following are the investment types allowed and the parameters for each.

INVESTMENT TYPES AND PARAMETERS – BOOK VALUE

Investment Types	Portfolio % Parameters	Portfolio % as of March 31, 2024
Bank Depository Accounts	--	2.02%
Certificates of Deposit	50%	0.00%
State of Texas Obligations/Agencies	100%	0.00%
State and Local Agency Coupons	25%	0.00%
Local Govt Investment Pools	100%	49.81%
Money Market Funds	100%	0.00%
Repurchase Agreements	50%	0.00%
US Treasury and Agency Callables	25%	0.00%
US Govt Agencies & Instruments	100%	9.71%
US Treasury Notes/Bills	100%	38.45%

Investment Portfolio Balance

The total book value of the City's portfolio at the end of the quarter was \$41,541,362.18.

The City currently has investment products with four institutions: Frost Brokerage, RW Baird and Company (Baird), TexPool, and TexStar. The operating account, which is not interest bearing, is with Wells Fargo. The bulk of our tax deposits go directly into our account at TexPool. Funds are transferred to our operating account as-needed. TexStar serves as an alternative pool account. Frost Brokerage holds a money market account fully invested in Fidelity's Government Money Market Fund, CUSIP FZBXX, and has a series of Treasury Bills (T-Bills). T-Bills are purchased in three different tranches, with staggered maturity dates, designed

to shield the City against rate fluctuations. Baird holds investments in eight different bonds, three of which are Treasury Notes. Four of the bonds are Federally backed securities with maturity dates of at least two years from purchase The remaining bond funds are in a federally backed reserve account.

Details of the portfolio are presented in the following tables:

For the Quarter Ended 3/31/2024							
Institution	Account Type	Beginning Balance	Additions and Withdrawals - Net	Realized Income	Ending Balance (Book)	Unrealized Income	Ending Balance (Market)
TexPool	Pooled Funds	\$ 37,620,140.18	\$ (17,604,673.66)	\$ 303,182.08	\$ 20,318,648.60	\$ -	\$ 20,318,648.60
TexStar	Pooled Funds	369,747.47	-	4,913.95	374,661.42	-	374,661.42
Frost Brokerage	Money Market	3,157,533.38	(3,156,911.62)	9,698.79	10,320.55	-	10,320.55
Frost Brokerage	Bonds	-	9,999,378.24	-	9,999,378.24	80,997.42	10,080,375.66
RW Baird & Co	Money Market	-	14.91	-	14.91	-	14.91
RW Baird & Co	Bonds	-	9,999,985.09	-	9,999,985.09	(8,305.73)	9,991,679.36
WF Operating	DDA	514,329.06	321,784.04	-	836,113.10	-	836,113.10
WF EHB Trust	DDA	436.84	1,799.56	3.87	2,240.27	-	2,240.27
Total Investment Activity		\$ 41,662,186.93	\$ (438,623.44)	\$ 317,798.69	\$ 41,541,362.18	\$ 72,691.69	\$ 41,614,053.87

Fiscal Year To Date 3/31/2024							
Institution	Account Type	Beginning Balance	Additions and Withdrawals - Net	Realized Income	Ending Balance (Book)	Unrealized Income	Ending Balance (Market)
TexPool	Pooled Funds	\$ 34,502,586.37	\$ (14,956,275.40)	\$ 772,337.63	\$ 20,318,648.60	\$ -	\$ 20,318,648.60
TexStar	Pooled Funds	364,824.03	-	9,837.39	374,661.42	-	374,661.42
Frost Brokerage	Money Market	3,120,314.28	(3,156,911.62)	46,917.89	10,320.55	-	10,320.55
Frost Brokerage	Bonds	-	9,999,378.24	-	9,999,378.24	80,997.42	10,080,375.66
RW Baird & Co	Money Market	-	14.91	-	14.91	-	14.91
RW Baird & Co	Bonds	-	9,999,985.09	-	9,999,985.09	(8,305.73)	9,991,679.36
WF Operating	DDA	339,115.01	496,998.09	-	836,113.10	-	836,113.10
WF EHB Trust	DDA	433.07	1,799.56	7.64	2,240.27	-	2,240.27
Total Investment Activity		\$ 38,327,272.76	\$ 2,384,988.87	\$ 829,100.55	\$ 41,541,362.18	\$ 72,691.69	\$ 41,614,053.87

The Wells Fargo Consolidated Operating Cash account is non-interest bearing.

Collateral

The City's depository bank shall comply with Chapter 2257 of the Government Code, Collateral for Public Funds, as required by the City's bank depository contract. The market value of the pledged collateral must be equal to or greater than 102% of the principal and accrued interest for cash balances in excess of the Federal Deposit Insurance Corporation (FDIC). The City receives a detailed collateral report each month.

The TexPool and TexStar funds are collateralized at the entire fund level by the entities that manage the funds.

Upcoming Action

Frost Brokerage:

Reinvest T-Bills, valued at \$3,368,109.15 on 4/1/2024, that will mature on 4/11/2024. This entire amount will be reinvested into T-Bills with a 6-month maturity.

Reinvest T-Bills, valued at \$3,362,062.95 on 4/1/2024, that will mature on 6/27/2024. An investment decision will be made closer to maturity, but the overlying plan is to keep a rolling series of T-Bills with maturity dates 90 days apart.

Baird:

Reinvest Treasury Notes, valued at \$1,995,000 on 4/1/2024, that will mature on 4/30/2024. An investment decision will be made closer to maturity.

Reinvest Treasury Notes, valued at \$3,979,686 on 4/1/2024, that will mature on 5/31/2024. An investment decision will be made closer to maturity.

MEETING DATE: MAY 21,2024

AGENDA ITEM NUMBER: REGULAR SESSION – REPORTS & ANNOUNCEMENTS V. A. 5

SUBJECT: KKB Gold Star Recognition

ORIGINATED BY:
Kristian Sugrim

SUMMARY:

In April, 2024, the “Keep Kennedale Beautiful”, an affiliate of the Keep Texas Beautiful, was awarded the status of Gold Star. This status was achieved because the KKB team members had successfully completed all of the requirements for the 2024 Keep Texas Beautiful Affiliate Recognition, and then some.

The KKB team has dedicated 1,448 hours of voluntary time, providing a welcome service to our community. Also, they are instrumental on various events and activities, such as, Bark-in-the-Park, Trunk or Treat, Bring It, Monarch Butterfly Party, Adopt-a-Spot, Trash-off-Texas, Fall Sweep Cleanup, and etc. Similarly, they conduct an Annual Windshield Survey, that evaluates the litter cleanliness of our community.

Kudos to the KKB team.

RECOMMENDATION:

ATTACHMENTS:

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.A.6.

SUBJECT
Proclamation of the City of Kennedale declaring May 2024 as Building Safety Month.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	2024.05.16 Building Safety Month	2024.05.16 Building Safety Month.pdf
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PROCLAMATION

**Building Safety Month
May 2024**

A RESOLUTION RECOGNIZING MAY 2024 AS BUILDING SAFETY MONTH

Whereas the City of Kennedale is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

Whereas these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas “Mission Possible,” the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

Whereas each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Brad Horton, Mayor of City of Kennedale, do hereby proclaim the month of May 2024 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

MAYOR BRAD HORTON

Attest:

CITY SECRETARY, BOBBIE JO TAYLOR

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.A.7.

SUBJECT

Presentation to honor Fire Chief James Brown upon his retirement by State Representative David Cook.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.B.

SUBJECT

CONSENT AGENDA

These matters have appeared on previous agendas, require little or no deliberation, or are considered routine or ministerial tasks. If discussion is desired, items may be removed for separate consideration.

1. Approval of the minutes from the April 16, 2024 Regular City Council Meeting
2. Approval of the minutes from the April 26, 2024, Special City Council Meeting.
3. Approval of the minutes from the May 13, 2024 Special Called City Council Meeting.
4. Consider a request for Final Plat for Emerald Crest Estates to create Lots 1 through 10, and Lot 1X, being Lots R1 through 5R and 6, Block 1, Amending Plat of Emerald Crest Estates, an Addition to the City of Kennedale, Tarrant County, Texas
5. Approval of a contract for Municipal Prosecution Services.
6. Approval of Resolution 630, a Resolution of the City of Kennedale designating the City Manager as the authorized official responsible for coordination to participate in a grant, Citizens on Patrol Program Vehicle, and certifying the City of Kennedale is eligible to receive program assistance.

ORIGINATED BY

City Staff

SUMMARY

The consent agenda requires little or no deliberation. The Council may choose to remove an item from the consent agenda listing to a discussion item.

RECOMMENDATION

Approval of the consent agenda.

ATTACHMENTS

4.16.24 Minutes

4.26.24 Minutes

5.13.24 Minutes

Emerald Crest Estates Final Plat

Municipal Prosecution Services Agreement

Resolution 630, Citizens on Patrol Program Vehicle

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.B.1.

SUBJECT
Approval of the minutes from the April 16, 2024 Regular City Council Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	4.16.2024 Minutes	4.16.2024 Minutes.pdf
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KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | APRIL 16, 2024 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Jan Joplin called the meeting to order at 5:32 p.m.

A. ROLL CALL

PRESENT: David Glover, Kenneth Michels, Bryant Griffith, Jeff Nevarez;
ABSENT:

STAFF: *City Manager Darrell Hull, Interim Deputy City Secretary Ross Sanchez, Community Development Director Nathan Gonzales, Director of Finance Jonathan Horton, Library Director Elizabeth Partridge, Director of Human Resources Caroline Green, Public Works Director Kristian Sugrim, Fire Chief James Brown, Police Chief Michael Holguin, City Attorney Carvan Adkins*

B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

Pastor Gary Redfield led the invocation, Mayor Pro Tem Kenneth Michels led the pledges

II. VISITOR AND CITIZEN FORUM

Dustin Verona, 309 Autumnwood Court, spoke to the City Council concerning the flooding on Autumnwood Court.

II. WORK SESSION

A. WORK SESSION REPORTS

1. Re-Accreditation Award for Kennedale Police Department

Chief Tracy Aaron from the Mansfield PD recognized the Kennedale PD for re-accreditation through the Texas Law Enforcement Best Practices Accreditation program.

2. Little School Rd Extension (Freese & Nichols)

Sydney Green, Freese & Nichols, gave an update to the City Council on the Little School Rd Extension project

3. Safe route to school (Shield Engineering)

Max Aransen, Shield Engineering, gave an update to the City Council on the Safe Route to School project.

4. Street study

Mostafa Nakhaei, Infrastructure Management Services, gave an update on the Kennedale street study.

5. Receive the independent auditor's Annual Comprehensive Financial Report (ACFR) for the fiscal year 2023 ending September 30, 2023. Forvis LLP

Kevin Kemp, Forvis LLP, presented the independent auditor's Annual Comprehensive Financial Report for the fiscal year 2023 ending September 30, 2023, to the City Council.

6. Board & Commissions Training

The City Council had a discussion on properly training our Kennedale Board & Commissions. The current Board Member Handbook was reviewed and will be updated to reflect our current status in fiscal year 2024.

7. Capital Project Plan for water & sewer

Public Works Director Kristian Sugrim gave a presentation on the Capital Project Plan for water and sewer.

8. Resolution for Citizens on Patrol

Police Chief Michael Holguin informed the City Council that the grant opportunity for Citizens on Patrol would require a signed resolution which is to be presented at a future meeting date.

B. DISCUSSION AND/OR REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

None

III. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale City Council, the presiding officer,

and/or staff may give or receive reports regarding items of community interest,

including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

1. Updates from members of the Kennedale City Council

The councilmembers provided a brief summary of the events and meetings that they have attended during the last month.

2. Updates from the Mayor

a. BBQ Proclamation

b. Child Abuse Awareness Month Proclamation

Paige Wilkey and Emma Garcia, Alliance for Children, accepted a proclamation for Child Abuse Awareness Month.

3. Updates from the City Manager

4. Financial Reports for the City and/or the EDC

Finance Director Jonathan Horton presented the city Financials.

B. CONSENT AGENDA

1. Approval of the minutes from the March 19, 2024 Regular Meeting.

2. Approval of the independent auditors Annual Comprehensive Financial Report (ACFR) for the fiscal year 2023 ending September 30, 2023. Forvis LLP.

PL5 Nevarez motioned to approve all consent agenda items.

PL 4 Bryant seconded the motion.

No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

C. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Stripe-A-Zone Quote N Little School Rd

PL1 Glover motioned to approve a quote for Stripe-A-Zone.

PL 3 Michels seconded the motion.

No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

2. Valley Lane and Averett Rd bridge improvements

PL4 Griffith motioned to approve Valley Lane and Averett Rd. bridge improvements.

PL1 Glover seconded the motion.

No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

3. Judge Agreements

PL5 Nevarez motioned to approve the Judge Agreements.

PL 4 Griffith seconded the motion.

No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

D. PUBLIC HEARINGS

None

V. EXECUTIVE SESSION

The City Council adjourned into executive session at 8:32 p.m.

A. **PURSUANT TO §551.071** — *Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.*

1. 400 N Little School Rd Repair Estimate
2. TownCenter Development District
3. Tru Hotel Agreement

B. **PURSUANT TO §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property.*

C. **PURSUANT TO §551.087** — *(1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.*

D. **PURSUANT TO §551.074** — *Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.*

1. Board appointments

VI. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

The City Council reconvened into open session at 10:38 p.m.

PL5 Nevarez motioned to authorize the City Manager to enter into an 380 agreement with Kamali Holdings Inc.

PL 4 Griffith seconded the motion.

No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

PL4 Griffith motioned to appoint the following:

Town Center Development District Place 1, Chair, Mark Yeary
Town Center Development District Place 2 Tyson Eubanks
Town Center Development District Place 3 Mayor Joplin
Town Center Development District Place 4 Jeff Nevarez
Town Center Development District Place 5 Bryant Griffith

Planning and Zoning Commission Place 3 Kevin Guo
Planning and Zoning Commission Place 4 Anita Favela
Planning and Zoning Commission Place 5 Socorro Martinez
Parks and Recreation Place 1, Vice-Chair, Kim Courtney
Parks and Recreation Place 2, Kevin Guo
Parks and Recreation Place 4, Chair, Keith Courtney

PL 4 Nevarez seconded the motion.

No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

VII. ADJOURNMENT

PL5 Nevarez motioned to adjourn

PL3 Michels seconded the motion.

No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

APPROVED:

ATTEST:

MAYOR
BRAD HORTON

CITY SECRETARY
BOBBIE JO TAYLOR

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.B.2.

SUBJECT
Approval of the minutes from the April 26, 2024, Special City Council Meeting.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	4.26.2024 Minutes	4.26.2024 Minutes.pdf
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KENNE DALE CITY COUNCIL MINUTES

SPECIAL MEETING | APRIL 26, 2024 AT 11:00 AM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNE DALE, TX 76060

I. CALL TO ORDER

Mayor Jan Joplin called the meeting to order at 11:00 a.m.

A. ROLL CALL

PRESENT: David Glover, Kenneth Michels, Bryant Griffith, Jeff Nevarez

STAFF: City Manager Darrell Hull, City Attorney Carvan Adkins, Interim Deputy City Secretary Ross Sanchez

B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

II. EXECUTIVE SESSION

The City Council recessed into Executive Session at 11:03 a.m.

A. **PURSUANT TO §551.071** — Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.

1. Discussion of the ILA with Tarrant County road projects

C. **PURSUANT TO §551.072** — Deliberation regarding the purchase, exchange, lease, or value of real property.

D. **PURSUANT TO §551.074** — Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

1. Consideration of appointment for City Secretary position

E. **PURSUANT TO §551.087** — (1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is

conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.

III. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

The City Council reconvened into open session at 12:53 p.m.

PL1 Glover made a motion to appoint Bobbie Jo Taylor as City Secretary pending background approval.

PL4 Griffith seconded the motion.
No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

Mayor Joplin made a statement regarding the withheld funding from Tarrant County Precinct 2 Commissioner Alisa Simmons. Mayor Joplin advised that a letter would be sent asking for an explanation as to why the funds were withheld.

VII. ADJOURNMENT

PL4 Griffith motioned to adjourn at 1:05 p.m.

PL2 Glover seconded the motion.
No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

There being no further business Mayor Joplin adjourned the meeting.



APPROVED:

ATTEST:

MAYOR
BRAD HORTON

CITY SECRETARY
BOBBIE JO TAYLOR

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.B.3.

SUBJECT
Approval of the minutes from the May 13, 2024 Special Called City Council Meeting.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	5.13.2024 Minutes	5.13.2024 Minutes.pdf
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KENNEDALE CITY COUNCIL MINUTES

SPECIAL MEETING | MAY 13, 2024 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Jan Joplin called the meeting to order at 5:30 p.m.

A. ROLL CALL

PRESENT: David Glover, Kenneth Michels, Bryant Griffith, Jeff Nevarez; Mayor Elect Brad Horton, Council Elect Chris Gary

STAFF: *City Manager Darrell Hull, City Secretary Bobbie Jo Taylor, City Attorney Carvan Adkins, Planning Technician Ross Sanchez, Community Development Director Nathan Gonzales, Director of Finance Jonathan Horton, Director of Human Resources Caroline Green, Acting Fire Chief Brian King, Police Chief Michael Holguin.*

B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS.

Place 5 Nevarez gave the invocation followed the Pledges of Allegiance led by Place 3 Michels.

II. VISITOR AND CITIZEN FORUM

No comments were given at this time.

III. ELECTION BUSINESS

A. Recognition of outgoing members of the City Council.

Mayor Joplin and Place 4 Griffith made statements reflecting on their time serving on the Kennedale City Council.

B. Certification of Election Returns

Mayor Joplin read aloud the Certification of Election Returns issued by the City Secretary.

PL5 Nevarez motioned to approve the Certificate of Election.

PL4 Griffith seconded the motion
No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

- C. Consideration of and action on the approval of Ordinance 761, an Ordinance of the City of Kennedale Texas, certifying the election results for the May 4, 2024, Elections.

PL5 Nevarez motioned to approve Ordinance 761 certifying the election results for May 4, 2024, Elections.

PL3 Michels seconded the motion

No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

- D. Swearing in of newly elected City of Kennedale Mayor and City Council Place.

City Secretary Bobbie Jo Taylor issued the Oath of Office and Statement of Elected Official to Mayor Elect Brad Horton and City Council Place 4 Elect Chris Gary.

Upon assuming their role on the City Council both Mayor Horton and Place 4 Gary gave brief comments regarding being elected to serve Kennedale.

- E. Consideration of and action on approving Ordinance 762, calling a runoff election to be held June 15, 2024, for the purpose of electing City of Kennedale City Council Member Place 2.

PL5 Nevarez motioned to approve Ordinance 762. Calling a runoff election to be held June 15, 2024, for the purpose of electing City of Kennedale City Council Member Place 2.

PL3 Michels seconded the motion

No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

IV. ADJOURNMENT

PL3 Michels motioned to adjourn at 5:48 p.m.

PL2 Glover seconded the motion.

No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 4-0

There being no further business Mayor Horton adjourned the meeting.



APPROVED:

ATTEST:

MAYOR
BRAD HORTON

CITY SECRETARY
BOBBIE JO TAYLOR



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.B.3.

SUBJECT

Consider a request for Final Plat for Emerald Crest Estates to create Lots 1 through 10, and Lot 1X, being Lots R1 through 5R and 6, Block 1, Amending Plat of Emerald Crest Estates, an Addition to the City of Kennedale, Tarrant County, Texas

ORIGINATED BY NATHAN GONZALES

SUMMARY

Emerald Crest consists of 10 new residential single-family lots and 1 HOA-maintained lot reserved for onsite drainage detention. The existing zoning will remain R-3. Engineering review for this site has been completed and a Site Development Permit has been approved. The plat meets all zoning requirements.

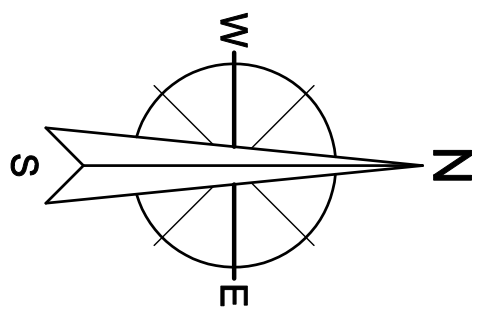
The Planning and Zoning Commission considered the request for final plat on April 25, 2025, and recommended approval unanimously.

RECOMMENDATION

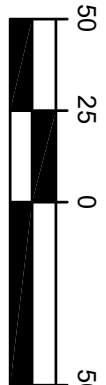
Staff recommends approval.

ATTACHMENTS

1.	Final Plat Emerald Crest Estates	Final Plat Emerald Crest Estates.pdf
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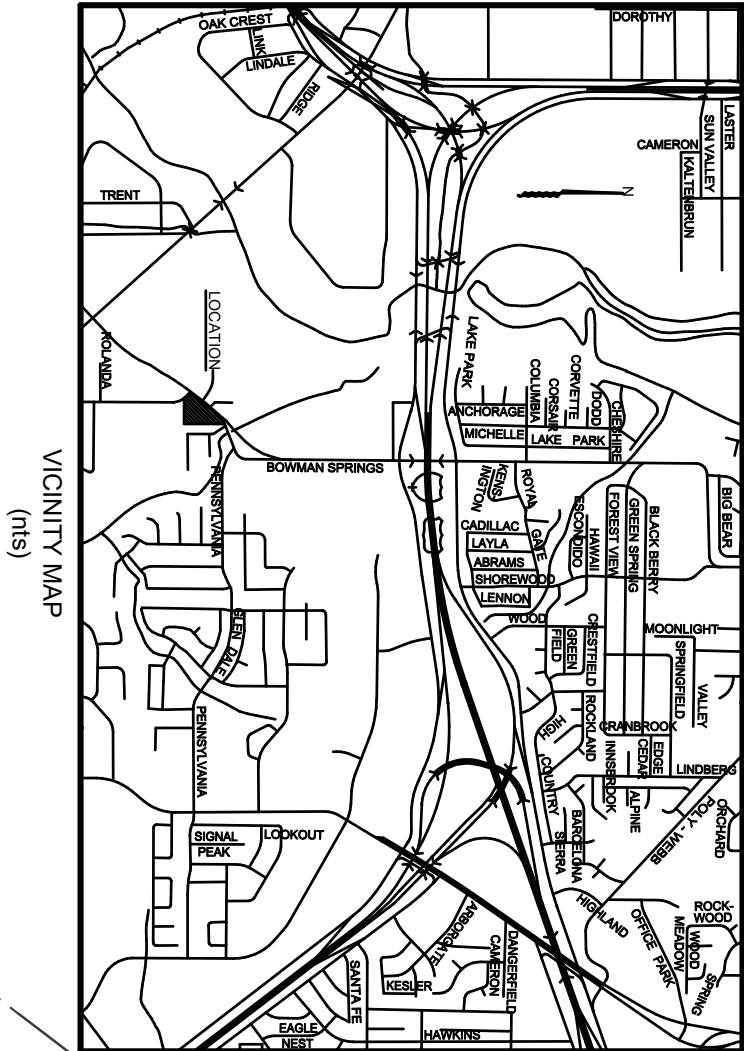
GRAPHIC SCALE



1 inch = 50 ft.

CURVE TABLE			
LINE	LENGTH	BEARING	DELTA
L1	30.00'	S79°18'35"W	10.00'
L2	25.00'	N68°30'12"E	8.00'
L3	15.84'	S00°29'48"E	155.76'
L4	19.34'	N87°11'07"E	11.06'
L5	22.42'	S03°27'38"E	22.28'
L6	33.92'	S52°38'42"E	

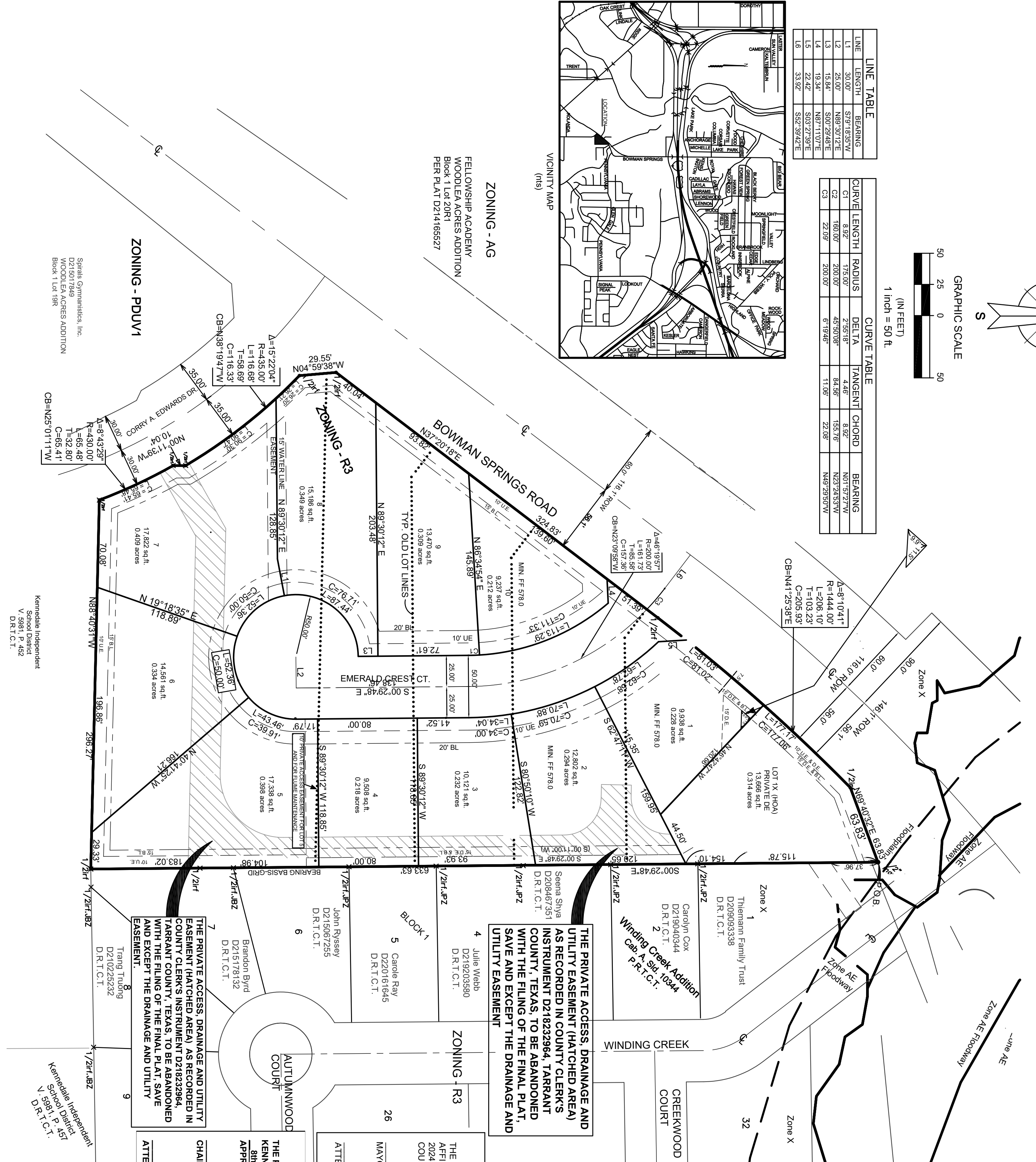
CURVE TABLE			
CURVE LENGTH	RADIUS	DELTA	TANGENT CHORD
10.00'	250.00'	10.00'	10.00'
8.00'	160.00'	8.00'	8.00'
45.706'	200.00'	45.706'	84.56'
6.1546'	200.00'	6.1546'	11.06'
22.42'	200.00'	22.42'	22.28'
22.42'	200.00'	22.42'	22.28'



ZONING - AG
FELLOWSHIP ACADEMY
WOODLEA ACRES ADDITION
Block 1 Lot 2081
PER PLAT D214166527

Santa Compasses, Inc.
D216077849
WOODLEA ACRES ADDITION
Block 1 Lot 198

ZONING - PDUV1



THE PRIVATE ACCESS, DRAINAGE AND UTILITY EASEMENT (HATCHED AREA) AS RECORDED IN COUNTY CLERK'S INSTRUMENT D218232964, TARRANT COUNTY, TEXAS, TO BE ABANDONED WITH THE FILING OF THE FINAL PLAT, SAVE AND EXCEPT THE DRAINAGE AND UTILITY EASEMENT

Maintenance Statement for Private Detention Area
The City of Kennedale is not responsible for the design, construction, operation, maintenance, or use of the storm water detention area, and their associated private drainage easements, herein referred to as "features" to be developed and constructed by the developer or his successors. Developer or successors will indemnify, defend and hold harmless the City of Kennedale its officers, employees, and agents from and against all claims, damages, losses, or expenses and attorney's fees for any and all claims, damages, losses, or expenses arising out of the design, construction, operation, maintenance, condition or use of the "features", including any non-performance of the foregoing. Developer will require any successor in interest to accept full responsibility and liability for the "features". All of the above shall be covenants running with the land.

- NOTES:
- Building lines shall conform to current City Ordinance.
 - This property may be subject to charges related to impact fees.
 - This property is currently zoned R-3.
 - All private space lots shall be owned and maintained by the HOA.

- LEGEND:**
- BL BUILDING LINE
 - UE UTILITY EASEMENT
 - WLE WATER LINE EASEMENT
 - DE DRAINAGE EASEMENT
 - POB POINT OF BEGINNING

CITY COUNCIL CERTIFICATE OF APPROVAL
THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS VOTED AFFIRMATIVELY ON THIS _____ DAY OF _____, 2024 TO RECOMMEND APPROVAL OF THIS PLAT BY CITY COUNCIL.
MAYOR, CITY OF KENNEDALE _____
ATTEST: CITY SECRETARY _____

CERTIFICATE OF APPROVAL
THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENNEDALE, TEXAS VOTED AFFIRMATIVELY ON THIS 8th DAY OF APRIL, 2024, TO RECOMMEND APPROVAL OF THIS PLAT BY CITY COUNCIL.
CHAIRMAN, PLANNING AND ZONING COMMISSION _____
ATTEST: SECRETARY, PLANNING AND ZONING COMMISSION _____

Owner/Developer:

TRIFECTA HOMES LLC
Keyur Naik, President
3003 Russell Road
Arlington, Tx 76001
(803) 467-3060
naikkeyur@hotmail.com

STATE OF TEXAS \$
COUNTY OF TARRANT \$
WHEREAS, TRIFECTA HOMES LLC, acting by and through the undersigned, its duly authorized agent, is the sole owner of all of that certain tract, parcel, or lot of land located in the J. Pickett Survey, Abstract No. 1225 and the E.R. Mingus Survey, Abstract No. 1075, City of Kennedale, County of Tarrant, State of Texas, according to County Clerk's No. D218195156, Deed Records, Tarrant County, Texas, and being all of Lots 1R thru 5R and Lot 6, Block 1, EMERALD CREST ESTATES, an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in County Clerk's No. Instrument No. D218232964, Deed Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows:
BEGINNING at a 2" iron rod marked HSB at the most Northern corner of said tract, also being a common corner with WINDING CREEK ADDITION, an addition to the City of Kennedale, Texas, as recorded in Cabinet A, slide 10344, P.R.T.C.T.;
THENCE along the common East line of said EMERALD CREST ESTATES and West line of WINDING CREEK ADDITION South 00°29'48" East a distance of 633.63 feet to a round 7" iron rod found on the common North line of the Kennedale Independent School District tract as recorded in Volume 5981, page 452, Deed Records, Tarrant County, Texas;

THENCE North 88°40'31" West along said line a distance of 296.27 feet to a 2" iron rod found at a corner, also being on East right-of-way of Carry A. Edwards Drive, variable right-of-way width;
THENCE along said right-of-way the following calls:
1. 65.48 feet in a Northwesterly direction along a curve to the left, having a central angle of 08°43'29", a radius of 430.00 feet, a chord of 65.41 feet, and a chord bearing of North 26°01'11" West to a 1/2" rod rod found.
2. North 00°11'39" West a distance of 10.04 feet to a 1/2" rod rod found.
3. 116.68 feet in a Northwesterly direction along a curve to the left, having a central angle of 15°22'04", a radius of 435.00 feet, a chord of 116.33 feet, and a chord bearing of North 38°19'47" West to a 1/2" rod rod found.
4. North 04°59'38" West a distance of 29.55 feet to a 1/2" rod rod found on the South right-of-way of Bowman Springs Road, variable right-of-way width;
THENCE along said right-of-way the following calls:
1. North 37°20'18" East a distance of 324.83 feet to a 1/2" iron found at the beginning of a curve.
2. 206.10 feet in a Northwesterly direction along a curve to the left, having a central angle of 08°10'41", a radius of 1,444.00 feet, a chord of 205.93 feet, and a chord bearing of North 41°25'38" East to a 1/2" rod rod found.
3. North 69°40'32" East a distance of 63.82 to the POINT OF BEGINNING and containing 3.776 acres of land.
The bearings recited hereon are oriented to NAD 83 Texas North Central Zone.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:
THAT TRIFECTA HOMES LLC, acting by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the herein above described real property as Lots 1R-1 thru 5R-1 and lot 6R, Block 1, EMERALD CREST ESTATES, an addition to the City of Kennedale, Tarrant County, Texas, and do hereby convey to the public for public use: the streets, alleys, rights-of-way, easements, and any other public areas shown on this plat.

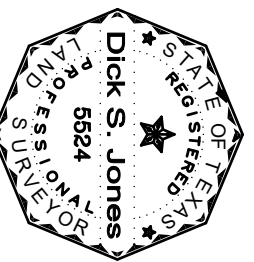
WITNESS MY HAND AT _____, Tarrant County, Texas, this _____ day of _____, 2024;
Keyur Naik, President
STATE OF TEXAS \$

COUNTY OF TARRANT \$
BEFORE ME, the undersigned authority, on this day personally appeared Keyur Naik, President, TRIFECTA HOMES LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity herein stated.
GIVEN UNDER MY HAND AND SEAL of office on the _____ day of _____, 2024.

Notary Public Tarrant County, Texas
My commission expires: _____
KNOW ALL MEN BY THESE PRESENTS:

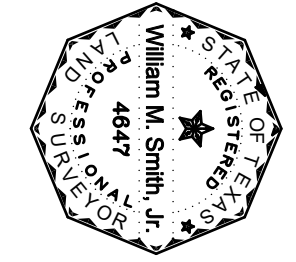
That I, Dick S. Jones, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this survey is true and correct and was prepared from an actual survey made under my supervision on the ground and that all lot corners, angle points, and points of curve shall be properly marked on the ground and that the same shall be accompanied by a plat of the same, which plat shall be filed with this plat. I further certify that this plat represents the original survey made by me or under my direction and supervision. Irons that are damaged, disturbed, or not so marked are not to be considered original.

Dick S. Jones
Registered Professional Land Surveyor
Texas Registration No. 5524



KNOW ALL MEN BY THESE PRESENTS:
That I, William M. Smith, Jr., a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this subdivision from an actual boundary on the ground and that the plat correctly represents that survey of the boundary made by Herbert S. Beasley, Land Surveyors, L.P.

William M. Smith, Jr.
Registered Professional Land Surveyor
Texas Registration No. 4647



EMERALD CREST ESTATES
an Addition to the
City of Kennedale, Tarrant County, Texas
Being Lots R1 thru 5R and 6, Block 1, Amending Plat of
Emerald Crest Estates, an Addition to the City of Kennedale,
Tarrant County, Texas, according to the plat recorded in County Clerk's
No. D218232964, Deed Records, Tarrant County, Texas.

10 Lots & 1X (HOA) Lot
3.776 Acres of Land
March, 2024

REGISTERED PROFESSIONAL SURVEYORS
HERBERT S. BEASLEY
LAND SURVEYORS L.P.
• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
FIRM NO. 10094900
METRO 817-429-0194
FAX 817-446-5488
hbeasley@nsn.com
P. O. BOX 8873
FORT WORTH, TEXAS 76124

WMSA PARTNERS, LTD.
DBA WILLIAM M. SMITH & ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS
PE REG NO F-9681& RPLS REG NO 10043800
1506 CREEKFORD DRIVE
ARLINGTON, TX 76012
PHONE: 817.903.1182
BUDWMSA@GMAIL.COM

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.B.5.

SUBJECT

Consider the approval of an Ordinance authorizing the Mayor to sign a Prosecutor two-year contract.

ORIGINATED BY

SUMMARY

This action item has been added to the agenda in order to give the Council the opportunity to consider making an appointment at this time. As required by the Charter, the associated contract is presented so that the Council may consider the appointment of a Prosecutor.

In accordance with the Internal Revenue Service (IRS) interpretation of 'officers of the court', the contract and related Ordinance establish Prosecutors as independent contractors. If the Council should decide to make an appointment at this time, staff will finalize the appropriate contract with the appointees' name.

Section 9.05 - City Prosecutor The City Council shall appoint a City Prosecutor who is licensed to practice law in the State of Texas. The City Council shall fix the compensation for the City Prosecutor and determine the length of time for the appointment. The City Prosecutor may be an individual, partnership or professional corporation composed of individuals licensed to practice law in the State of Texas.

RECOMMENDATION

Approve

ATTACHMENTS

- 1) 2024 Municipal Court Prosecutor Agreement

CITY ATTORNEY-PROSECUTOR RETAINER AGREEMENT

THIS CITY ATTORNEY-PROSECUTOR RETAINER AGREEMENT ("Retainer Agreement") is entered into by and between the City of Kennedale ("City") and the law practice of Craig Magnuson, Attorney at Law ("Attorney") and is effective as of May 21, 2024 and will terminate effective 11:59 p.m. May 21, 2026 unless extended or terminated in writing by both parties. If no action is taken to terminate this agreement for 90 days from the expiration date it will automatically renew the same time period as if renewed for the same period of time from the date of expiration.

WHEREAS, the City desires to engage Attorney in an agreement for legal services as City Attorney-Prosecutor for the City for the express primary purpose of prosecuting Kennedale Municipal Court cases, and

WHEREAS, the Attorney desires to provide legal services to the City, and

WHEREAS, the City and Attorney specifically acknowledge that this Agreement is not an employment agreement and does not establish an employer / employee relationship between the parties and Attorney reserves his independence to act within the limits imposed by law and professional obligations such that the City's policy objectives during the representation will be furthered through means the Attorney considers appropriate under his professional obligations after consultation with City and as may otherwise be required by the rules regulating the professional conduct of Attorney, and

WHEREAS, the City is aware that Attorney provides legal services to other municipalities within the metroplex and understands that Attorney will make himself available to provide services for City in accordance with his schedules with other municipalities and will make every effort to adjust his schedule to suit the needs of the City, and

WHEREAS, the City and Attorney desire to establish a flat rate fee for the day-to-day services provided by Attorney in order to achieve a predictable cost savings for the City.

NOW, THEREFORE, it is agreed as follows:

1. Attorney will provide prosecution services for the Kennedale Municipal Court of Record as possible in accordance with the schedule of both the City and Attorney.
2. City will compensate Attorney Nine Hundred Dollars (\$950) for these services to be paid within 14 days of invoicing the City, or if available in direct deposit on a monthly schedule.
3. Attorney will provide prosecution services to the Municipal Court and will create new complaints and jury charges as needed to achieve the goal of justice in case processing.
4. There will be no further obligation beyond the terms of this agreement unless agreed to in writing and executed by both parties.

Mayor

Date

Craig Magnuson, Attorney
1240 Southridge Ct. #105
Hurst, Texas 76053

Date

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.B.6.

SUBJECT
Approval of Resolution 630, a Resolution of the City of Kennedale designating the City Manager as the authorized official responsible for coordination to participate in a grant, Citizens on Patrol Program Vehicle, and certifying the City of Kennedale is eligible to receive program assistance.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Resolution 630 Citizen on Patrol	Resolution 630 Citizen on Patrol.pdf
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RESOLUTION 630

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, DESIGNATION AN AUTHORIZED OFFICIAL AS RESPONSIBLE FOR COORDINATION WITH THE CRIMINAL JUSTICE DIVISION OF THE STATE OF TEXAS FOR THE PURPOSE OF PARTICIPATION IN A GRANT, CITIZENS ON PATROL PROGRAM VEHICLE, (GRANT APPLICATION CONFIRMATION NUMBER 5089801): AND CERTIFYING THAT THE CITY OF KENNEDALE IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE.

WHEREAS, The City Council of the City of Kennedale, Texas, finds it in the best interest of the citizens of Kennedale, that CITIZENS ON PATROL PROGRAM VEHICLE be operated for the FY2024-25; and

WHEREAS, The City Council of the City of Kennedale, Texas, agrees that in the event of loss or misuse of the Office of the Governor funds, The City Council of the City of Kennedale, Texas, assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City Council of the City of Kennedale, Texas, designates City Manager Darrell Hull as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

The City Council of the City of Kennedale, Texas, approves submission of the grant application for CITIZENS ON PATROL PROGRAM VEHICLE to the Office of the Governor.

(Grant Application Confirmation Number **5089801**)

PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE 21st DAY OF May, 2024.

APPROVED:

Mayor Brad Horton

ATTEST:

Bobbie Jo Taylor City Secretary

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM V.C.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION AGENDA ITEM 1

SUBJECT

Software Purchase from Tyler Technologies

ORIGINATED BY

Jon Horton, CPA
Director of Finance

SUMMARY

This item was previously presented to Council at our initial budget workshop in April. We are here asking for approval to move forward.

An analysis of the City's current software vendors identified three needs:

- The current HR software will cease to exist on September 30, 2024
- The current Court software is not meeting the department needs. The license will expire at the end of June.
- The current Finance software is being phased out by the vendor. It will not exist after 2026. This software is also not meeting department needs.

Also of note, each of these departments are using different systems that are not directly compatible with each other.

When searching for a new software vendor it was important to find software that would meet several standards that each department is unwilling to compromise on. It is also necessary to find software that can scale with the City's needs into the future. Of the many vendors that were vetted, Tyler Technologies, Inc. (Tyler) rose way above the rest.

Regarding the annual fee: Court and Finance come out ahead using Tyler. Tyler will be more expensive for HR, but that is a moot point as the current software will not be available going forward.

The increase in overall annual cost is due to a new item: a mobile app that will significantly increase the ease in which data is exchanged with citizens and stakeholders. This also includes a potential replacement for our current electronic document storage vendor.

Tyler is offering the City a true step forward in software at an extremely competitive price.

RECOMMENDATION

Approve purchase of software from Tyler Technologies, Inc.

ATTACHMENTS

Software As A Service Agreement from Tyler Technologies, Inc.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 180818.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-tti>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure MyCivic and Incode Municipal Justice software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Kennedale, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A

contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.

- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or

indicated at Exhibit D.

- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or

Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
 - 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
 - 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
 - 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule

and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign

personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably

require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a

substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense

or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Kennedale, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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**Sales Quotation For:**

City of Kennedale
 405 Municipal Dr
 Kennedale TX 76060

Quoted BY Kirk Cunningham
 Quote Expiration 8/24/24
 Quote Name ERP Pro SaaS

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Tyler One			
Identity			
Identity Workforce Advanced [10]	\$ 60	\$ 0	\$ 60
My Civic Suite			
My Civic Utility Access Interface	\$ 0	\$ 0	\$ 0
My Civic Pro	\$ 6,000	\$ 600	\$ 5,400
Content Manager Suite			
Content Manager Core	\$ 3,537	\$ 354	\$ 3,183
Municipal Justice powered by Incode			
Municipal Justice 10 Suite			
Case Manager	\$ 4,244	\$ 424	\$ 3,820
Cash Collections	\$ 0	\$ 0	\$ 0
Output Director	\$ 884	\$ 88	\$ 796
Court Public Access	\$ 2,750	\$ 275	\$ 2,475

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Municipal Jury Manager	\$ 0	\$ 0	\$ 0
Collection Agency Export Interface	\$ 1,061	\$ 106	\$ 955
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Core Financials	\$ 10,285	\$ 1,029	\$ 9,256
Fixed Assets	\$ 1,077	\$ 108	\$ 969
Human Resources Management (Includes Position Budgeting)	\$ 8,356	\$ 836	\$ 7,520
Project Accounting	\$ 2,312	\$ 231	\$ 2,081
Purchasing	\$ 3,076	\$ 308	\$ 2,768
TOTAL:	\$ 43,642	\$ 4,359	\$ 39,283
Term # of Years:	3		

Tyler Annual Services		Annual
Description		
ERP		
Other Services		
Tyler University		\$ 1,354
TOTAL:		\$ 1,354

Tyler Fees per Transaction		Net Unit Price
Description		
ERP Pro powered by Incode		
ERP Pro 10 Financial Management Suite		
AP Automation		\$ 0.00

Tyler Fees per Transaction	
Description	Net Unit Price
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Court Case Resolution Bundle	\$ 0.00

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	284	\$ 41,180
Data Conversion Services		\$ 6,250
Project Management	1	\$ 1,500
Municipal Justice 10 Suite		
Data Conversion Services		\$ 6,500
Professional Services	116	\$ 16,820
Project Management	1	\$ 1,400
My Civic Suite		
Project Management	1	\$ 250
Professional Services	60	\$ 8,700
Content Manager Suite		
Professional Services	32	\$ 4,640
TOTAL:		\$ 87,240

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 39,283
Total Tyler Services	\$ 87,240	\$ 1,354
Summary Total	\$ 87,240	\$ 40,637
Contract Total	\$ 127,877	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Invoice Approvals

Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.

Identity Workforce Advanced [10]

Tyler's Identity Workforce currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.

Court Case Resolution Bundle

Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.

Human Resources Management /Payroll History Data Conversion

Human Resources Management History conversion includes unlimited historical records.

Human Resources Management Employee Records Conversion

Human Resources Management/Payroll conversion includes employee master and current direct deposit - additional fee for historical views.

General Ledger History Data Conversion	General Ledger History conversion includes unlimited historical records
General Ledger Data Conversion	General Ledger conversions include Chart of Accounts - additional fee for historical views.
Case Management Data Conversion	Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information
Accounts Payable History Data Conversion	Accounts Payable History conversion includes unlimited historical records
Accounts Payable Data Conversion	Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
AP Automation	AP Automation pricing quoted reflects processing via check or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure and to agree to terms: https://www.tylertech.com/client-terms/ap-automation-payment-terms-of-use



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 *Web Services:* Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Third Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <chrome-extension://efaidnbmninnbpcjpcglclefindmkaj/https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



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- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit E
Statement of Work

City of Kennedale, TX

SOW from Tyler Technologies, Inc.

4/22/2024

Presented to:

Jonathan Horton
405 Municipal Dr
Kennedale, TX 76060

Contact:

Kirk Cunningham
5519 53rd St.
Lubbock, TX 79414
Email: Kirk.Cunningham@TylerTech.com

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

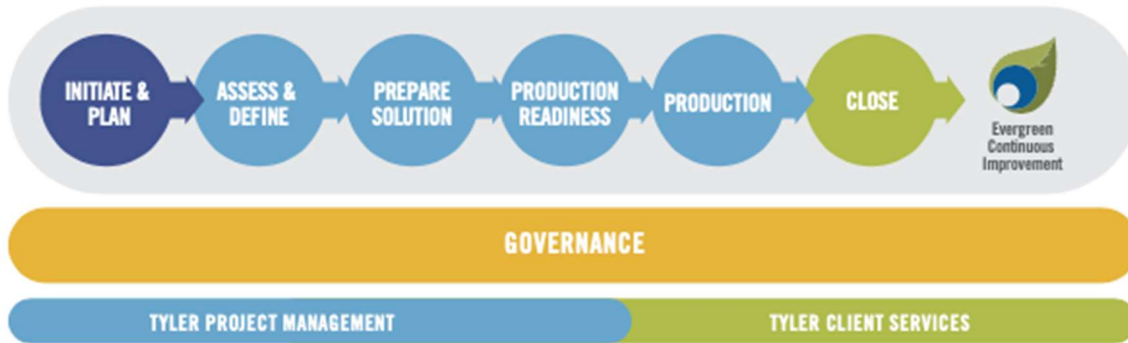
1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.



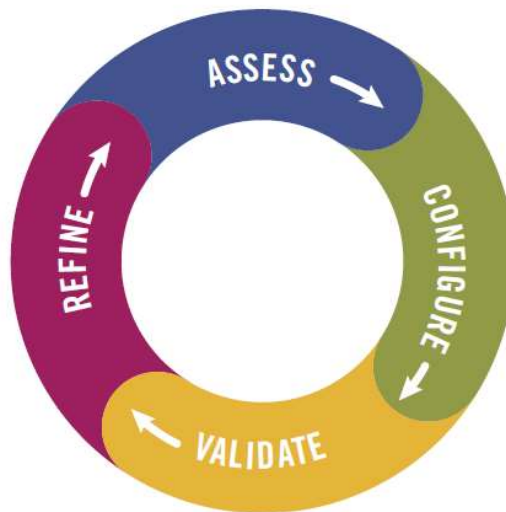
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



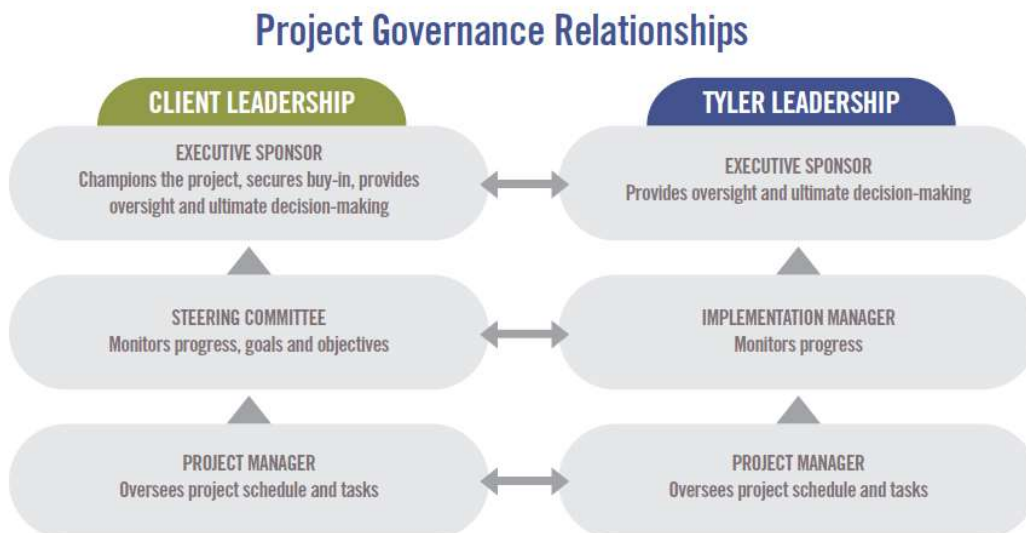
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

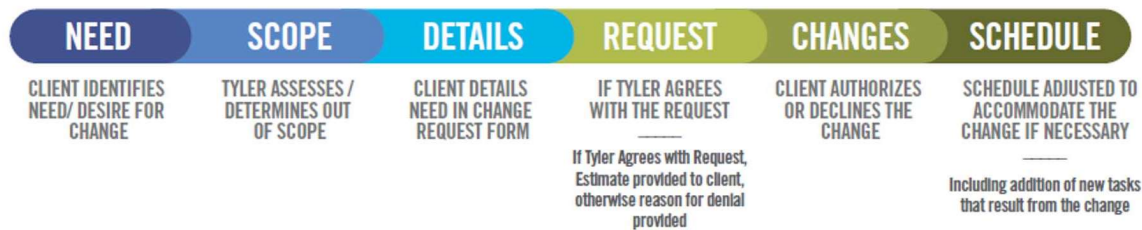
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a



timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.



- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I	I	I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
		A	R						I		C	C	I				
	Schedule and conduct planning session(s)																



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C



Schedule SaaS Environment Availability		A	R				C				I						
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW



	Project Management Plan	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:



- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
			A	R							I	I		I	I		I
											A	R		C			C
			A	R							I	I		I	I		I
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis														
	Tyler							City							



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.



STAGE 2	Data Conversion Assessment														
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City						
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads
	End Users	Technical Leads													
	Extract Data from Source Systems			I		C					A				
	Review and Scrub Source Data			I	I	I					A	R		C	
Build/Update Data Conversion Plan			R	C	C						C	I	I	I	

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 This work package is not applicable.

6.2.5 This work package is not applicable.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.



- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R



Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads



Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

Work package assumptions:

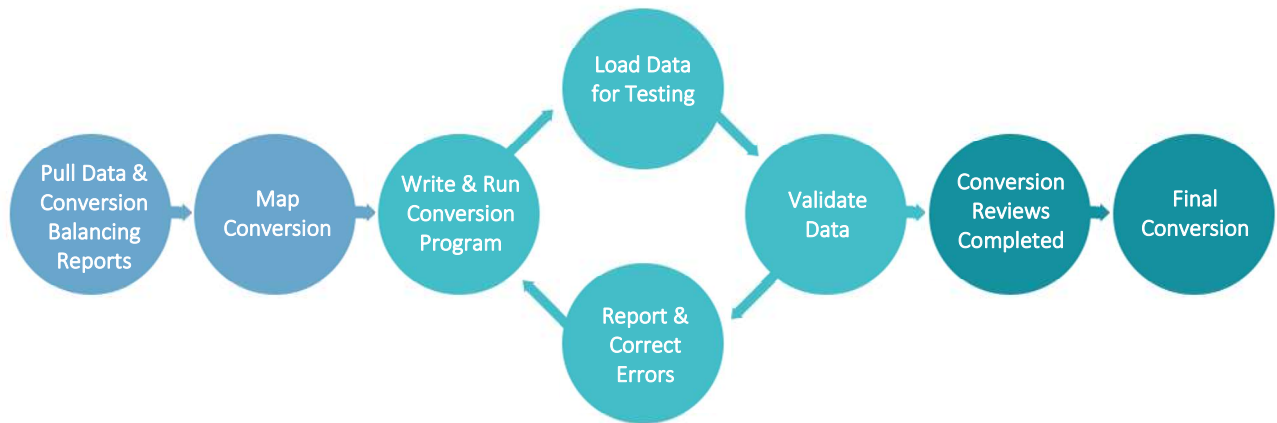
- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C



Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.



6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and



concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.



Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).



6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live	
	Tyler	City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:



- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities															
	Tyler								City							



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.



- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.



7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 ERP Pro Financials Conversion Summary

9.1.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.1.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

9.1.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

9.1.4 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The City is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.



NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The City is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

9.1.5 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and **NOTES**
- Unlimited historical transactions as provided by client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the City from Excel. The City will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

9.1.6 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The City will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.

9.1.7 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation



- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.



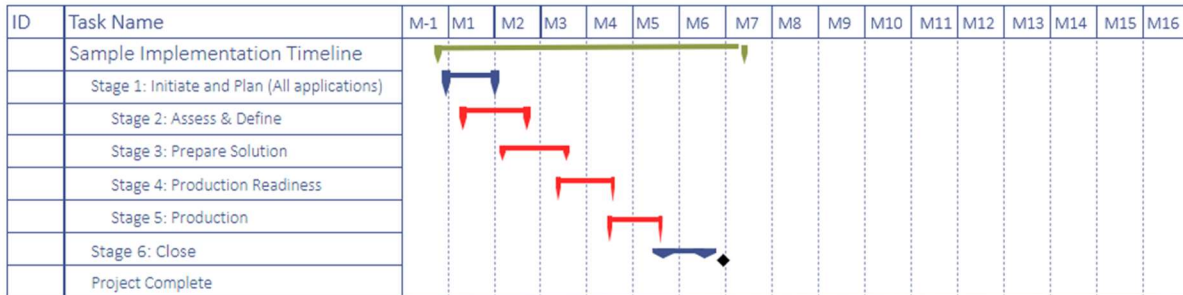
10. Additional Appendices

10.1 This work package is not applicable.



11. Project Timeline

11.1 Municipal Justice Timeline

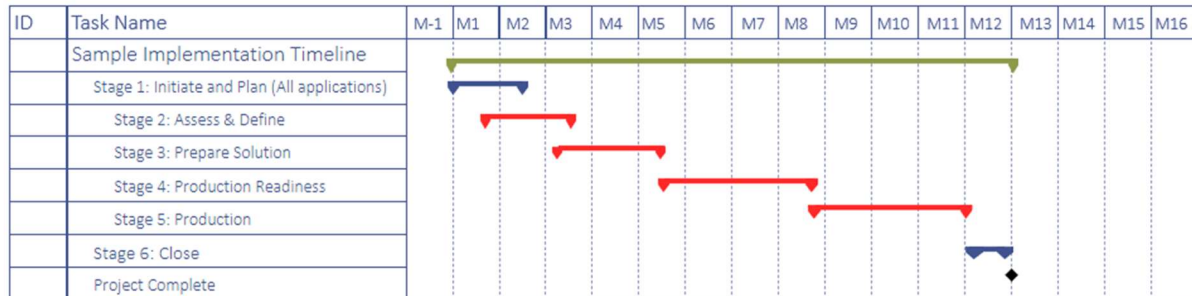


example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



11.2 ERP Pro Financial Management Timeline

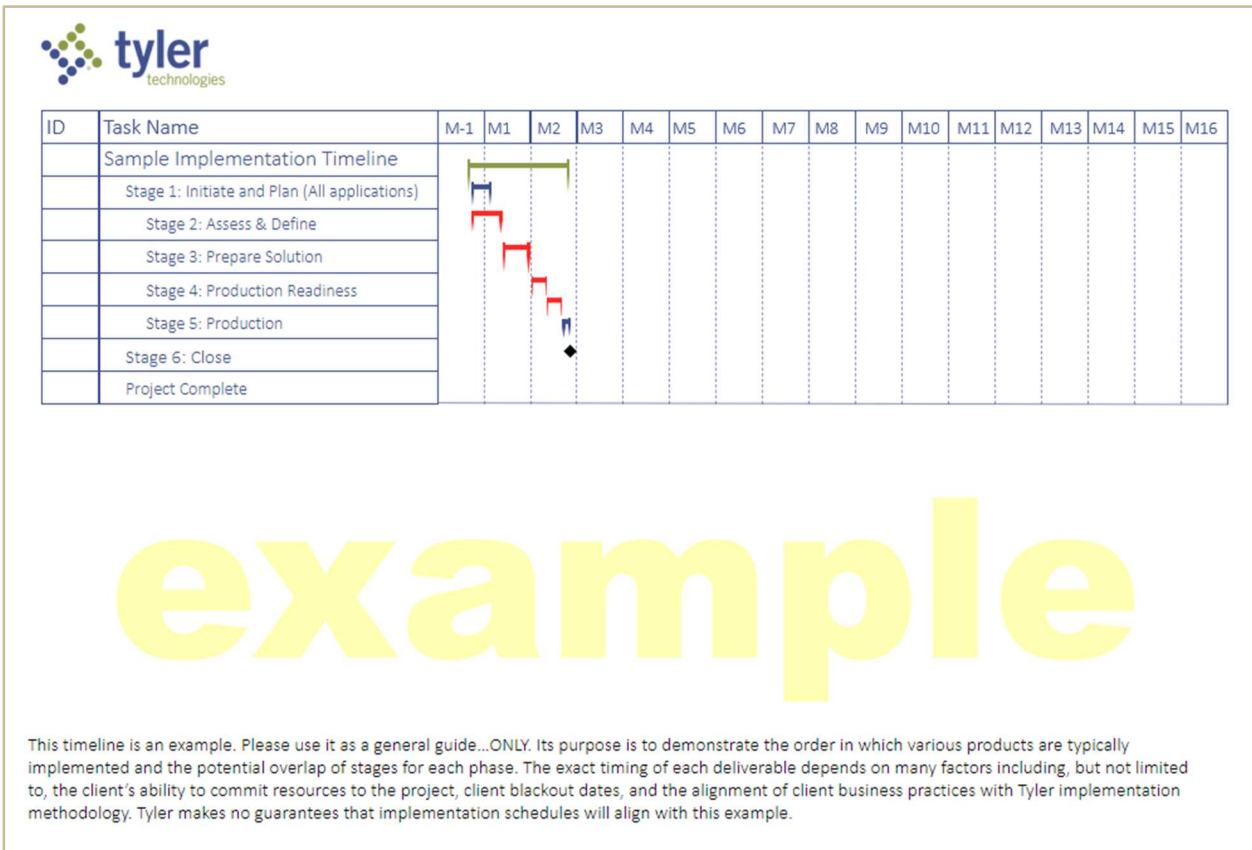


example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



11.3 My Civic Timeline



11.4 This work package is not applicable.



MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM V.C.2.

SUBJECT

Consideration of and action on approving a software agreement with MyGov.

ORIGINATED BY NATHAN GONZALES

SUMMARY

The Community Development Department has been considering a change of permitting software vendors to improve customer service and department efficiency. The current software subscription does not include an online permitting submittal for customers. Additionally, the software was poorly implemented due to high staff turnover following its onboarding. Currently, customers must download a pdf application, complete it by hand, and then email into the department. The scheduling of inspections, inspection results, and most code compliance efforts and communication are limited given the current software's functionality.

Multiple software vendors were contacted and staff took part in software demonstrations from each provider over the past year. MyGov 5 was selected due to its user-friendliness, easy-to-navigate platform, and online submittal and request capabilities. MyGov 5 will allow staff to complete inspection reports in the field, notifying customers of results in real-time, as opposed to the current process which is done at the end of the day. Customers now will be able to submit applications online, scheduling inspection directly from their mobile device, and submits complaints or service request with greater ease.

MyGov 5 will also improve coordination between Community Development and Public Works. The software package also includes a work order and asset management modules improving Public Works efficiency and financial tracking capabilities.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS



**Building Better
Communities**

Subscription Quote

Created for City of Kennedale

For:

Nathan Gonzales

*Community Development Director/Building
Official*

405 Municipal Drive

Kennedale, Texas 76060

817-985-2100

ngonzales@cityofkennedale.com

MyGov Contact:

Richard Butler

CEO & President

P.O. Box 646003

Dallas, TX 75264-6003

richard@mygov.us

ANNUAL SUBSCRIPTION FEES

Business License	\$5,376.00	1	\$5,376.00
Code Enforcement	\$5,376.00	1	\$5,376.00
Permits	\$5,376.00	1	\$5,376.00
Work Order	\$5,376.00	1	\$5,376.00
Asset Management	\$2,688.00	1	\$2,688.00
GIS / Mapping	\$2,688.00	1	\$2,688.00
Collaborator Portal	\$0.00	1	\$0.00
Public Portal	\$0.00	1	\$0.00
Request Manager	\$0.00	1	\$0.00
			\$26,880.00

ONE-TIME FEES

V4 Data Load	\$2,502.00	1	\$2,502.00
Module Setup	\$5,156.00	1	\$5,156.00
Online Training	\$3,606.00	1	\$3,606.00
Detailed Install (6 Week)	\$0.00	1	\$0.00
			\$11,264.00

Total of Annual & One-Time Fees \$38,144.00

Terms:

*All terms and pricing listed in this document are offered as budgetary estimates and subject to change at any time and without notice. For the most current pricing and terms please contact your myGov Representative at www.sales.mygov.us

Ready to Start?

Please complete the information below. Upon receipt, a "Subscription Services Agreement" and detailed "Services Order Form" will be emailed to you. Quote is valid for 14 days from issue date.

Signer's Name:

Date:

Signature:



**Building Better
Communities**



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM V.C.3.

SUBJECT
Consideration of and action on approving a budget amendment for the purchase of software from Tyler Technologies and MyGov.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Budget Amendment Ordinance 763	Budget Amendment Ordinance 763.pdf
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ORDINANCE NO. 763

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS AMENDING THE FISCAL YEAR 2023-2024 ADOPTED BUDGET OF THE CITY OF KENNEDALE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING A SAVINGS AND REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Kennedale, Texas Fiscal Year 2023-2024 Budget was adopted within the time and in the manner required by State Law; and

WHEREAS, the City Council of the City of Kennedale, Texas hereby finds and determines that it is prudent to amend specific line items due to the purchase of software from Tyler Technologies, Inc. (Tyler) and myGov; and

WHEREAS, the City Council of the City of Kennedale, Texas further finds that the amendments, as set for in Exhibit "A," will serve in the public interest and are necessary to support City operations; and

WHEREAS, the City Council of the City of Kennedale, Texas, finds and determines that the change in the Fiscal Year 2023-2024 Budget for the stated municipal purpose serves best interests of the taxpayers, is necessary, and warrants action at this time.

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

SECTION 1

That the above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2

The City of Kennedale, Texas, Fiscal Year 2023-2024 Budget is hereby amended to correct the items presented in detail in Exhibit "A." This Amendment No. 1 (Exhibit "A") to the original Adopted Budget of the City of Kennedale, Texas, for the Fiscal Year 2023-2024 shall be attached to and made part of the original Adopted Budget by the City Secretary and shall be filed in accordance with State Law. This Ordinance is hereby adopted and shall constitute the first budget amendment that has occurred since October 1, 2023 effective date of the City's Fiscal Year 2023-2024 Budget.

SECTION 3

That this Ordinance shall be cumulative of all other Ordinances of the City affecting the Fiscal Year 2023-2024 Budget of the City and shall not repeal any of the provisions of such Ordinances except in those instances where provisions of those Ordinances are in direct conflict with the provisions of this Ordinance; whether such Ordinances are codified or uncoded, and all other provisions of the Ordinances of the City of Kennedale, Texas, codified or uncoded, not on conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 4

If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court or competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5

The City Secretary of the City of Kennedale, Texas, is hereby directed to engross and enroll this Ordinance in the Ordinance Records of the City and to properly record this Ordinance in accordance with the City Charter.

SECTION 6

This Ordinance shall take effect from and after its date of passage, in accordance with law, and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, on the 21st DAY OF MAY, 2024.

Brad Horton, Mayor

Attest:

Bobbie Jo Taylor, City Secretary

Approved as to Form and Legality:

Carvan Adkins, City Attorney

ORDINANCE NO. XXX
EXHIBIT "A"

In concert with the purchases of software from Tyler Technologies and MyGov, the following analysis was completed to determine the budget impact for each department:

Department	Provider	FY24 Available		Total Fees Remaining			FY24 Provider	FY24 Annual Difference	
		Budget	Annual Fees	Setup Fees	for year 1	Need		Cost	(Annual Cost)
Court	Tyler Technologies	\$ 14,900	\$ 8,046	\$ 24,720	\$ 32,766	\$ 17,866	LTS/Open Gov	\$ 8,085	\$ (39)
Human Resources	Tyler Technologies	10,000	7,580	-	7,580	(2,420)	Civic HR	5,591	1,989
Finance	Tyler Technologies	-	15,074	48,930	64,004	64,004	stw/Open Gov	18,285	(3,211)
Multiple	Tyler Technologies	-	9,937	13,590	23,527	23,527	n/a	-	9,937
		24,900	40,637	87,240	127,877	102,977		31,961	8,676
Comm Development	MyGov	-	16,128	7,759	23,887	23,887	Municipity	6,895	9,233
Public Works	MyGov	-	10,752	3,505	14,257	14,257	n/a	-	10,752
		-	26,880	11,264	38,144	38,144		6,895	19,985
Totals		\$ 24,900	\$ 67,517	\$ 98,504	\$ 166,021	\$ 141,121		\$ 38,856	\$ 28,661

In order to meet this additional need, this budget amendment will provide the following changes to the Adopted FY 2024 Budget:

Fund	Account	Approved Amount	Amended Amount	Difference Amount
General Fund (01)	01-5445-04-00	\$ 11,500	\$ 29,366	\$ 17,866
	01-5445-07-01	19,000	83,004	61,584
	01-5445-12-01	10,000	33,887	23,887
	01-5445-90-00	-	23,527	23,527
Total General Fund		40,500	169,784	126,864
Street Improvement (17)	17-5445-12-02	-	14,257	14,257
Total Street Improvement Fund		-	14,257	14,257
Total For All Funds		\$ 40,500	\$ 184,041	\$ 141,121

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM V.C.4.

SUBJECT
Consideration of and action on approving an amendment to the Development Agreement executed between HM Real Estate Management, Ltd., Cynthia McMillian and the City of Kennedale.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Amendment to the development agreement, HM Real Estate, McMillian-1	Amendment to the development agreement, HM Real Estate, McMillian-1.pdf
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FIRST AMENDED DEVELOPMENT AGREEMENT

This First Amended Development Agreement (this "Agreement") is executed between HM Real Estate Management, Ltd. and Cynthia McMillan (collectively, the "Owner") and the City of Kennedale, Texas (the "City"), each a "Party" and collectively the "Parties," to be effective May __, 2024 (the "Effective Date").

ARTICLE I **RECITALS**

WHEREAS, the City is a home rule municipality; and

WHEREAS, the property governed by this Agreement is an approximately 109.512-acre tract of land described and depicted on Exhibit A (the "Property"); and

WHEREAS, the Owner is currently operating on the Property a drag racing track, which is a legally permitted nonconforming use under the City's zoning regulations (the "Nonconforming Use"); and

WHEREAS, under the City's zoning regulations, the Property is subject to amortization and termination of the Nonconforming Use after a reasonable period of time that gives the Owner an opportunity to recover its investment in the Nonconforming Use; and

WHEREAS, the Parties agree that it is reasonable for the Nonconforming Use to terminate by October 31, 2016 in consideration for the City's agreement not to cause, or attempt to cause, the earlier termination of the Nonconforming Use and the City's agreement to construct and fund certain sewer infrastructure improvements, as further described in this Agreement; and

WHEREAS, the City anticipates the development of uses on the Property that could include single family residences, townhomes, and neighborhood village uses, as described by the City's comprehensive land use plan; and

WHEREAS, the City acknowledges that the residential development and densities illustrated on the schematic development plan for the Property attached as Exhibit B conform to the City's comprehensive land use plan; and

WHEREAS, Exhibit B is attached for informational purposes only to illustrate the type of development and density contemplated by the City's comprehensive land use plan, and development in accordance with Exhibit B is not required by this Agreement; and

WHEREAS, the Parties anticipate the future rezoning of the Property consistent with the City's comprehensive land use plan prior to the redevelopment of the Property; however, nothing in this Agreement is intended to require redevelopment of the Property or rezoning of the Property; and

WHEREAS, it is understood and agreed by the Parties that nothing in this Agreement is intended to require the City to construct and fund sewer infrastructure improvements until the Property is redeveloped in accordance with this Agreement; and

WHEREAS, concurrently with the approval and execution of this Agreement, the City Council has approved and entered into that certain TIRZ Development Agreement with the Owner related to reimbursement of certain New Hope Road improvement costs, as well as certain sewer costs as further described below.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II
PROVISIONS RELATING TO USE AND DEVELOPMENT OF THE PROPERTY

2.1 Termination of Nonconforming Use. The Owner's right to operate the Nonconforming Use shall terminate on October 31, 2016. Subject to the Owner not being in default under this Agreement, the City agrees to refrain from taking any action to cause, or attempt to cause, the Nonconforming Use to terminate prior to October 31, 2016. The City shall not require the removal of existing structures on the Property based solely on the termination of the Nonconforming Use. If the Owner applies for the rezoning of all or a portion of the Property, or the City rezones all or a portion of the Property, prior to October 31, 2016, such actions shall not affect the Owner's rights under this Section 2.1. The City agrees that it will not require the Owner to waive its rights under this Agreement in exchange for a rezoning of all or a portion of the Property.

2.2 Water. The future development of the Property will be served by the existing City-owned water lines running through or adjacent to the Property. The City agrees to reserve sufficient capacity in these water lines to serve a minimum of 200 single family equivalent units on the Property for the full term of this Agreement. This reservation shall not expire if the Property is under development at the end of the term of this Agreement. For purposes of this paragraph, the phrase "under development" includes grading and other site work, and construction of infrastructure or buildings, that is directly related to the redevelopment of the Property as contemplated by this Agreement.

2.3 Sewer.

(a) As consideration for the Owner's commitment to terminate the Nonconforming Use pursuant to Section 2.1, the City agrees to construct (to be repaid from the tax increment reinvestment zone that encompasses the Property) a sewer trunk line that is a minimum of ten inches in diameter and any related improvements necessary to connect the Property to the City's existing sewer infrastructure located immediately north of the Property (collectively, the "Sewer Project"), which currently includes a 12-inch diameter sewer line the City plans to upsize to a 15-inch diameter sewer line. The Sewer Project is generally shown on Exhibit C (see the area shown as "project 5" and encompassed by a blue cloud on Exhibit C).

(b) The City agrees to design the Sewer Project with sufficient capacity for the intended development of the Property with a minimum of 200 single family equivalent units, and to reserve such capacity in the Sewer Project for the future development of the Property. The term of the reservation shall be the same term provided for the reservation for water capacity in Section 2.2.

(c) The Owner agrees to complete and deliver to the City Manager a phase two environmental site assessment of the Property prepared by a licensed professional no later than 180 days after the Effective Date of this Agreement. The City agrees that the Owner shall have no liability or responsibility for the information included in the phase two environmental site assessment. If the phase two environmental site assessment demonstrates that the Property is developable, the Owner shall give notice to the City when it is ready to proceed with development of the Property. The City agrees to enter into a contract for the engineering and design of the Sewer Project within ninety (90) days after receipt of the notice. The filing of a preliminary plat application for the Property shall constitute delivery of notice to the City under this paragraph. The City's Engineer will coordinate the design of the Sewer Project with the design of the development of the Property as provided by the Owner's engineer. The City agrees to award a construction contract for the Sewer Project and to cause construction of the Sewer Project to be completed to coincide with the commencement of the development of the Property.

(d) Upon at least 30 days' prior written notice from the City to the Owner but not more than 90 days before the City solicits bids for construction of the Sewer Project, the Owner will dedicate a public sanitary sewer easement that is a minimum of 15 feet in width for the portion of the Sewer Project that will be located within the Property, as well as a temporary construction easement. The permanent easement and temporary construction easement will be located within the floodplain on the western portion of the Property at a location that minimizes impacts to developable portions of the Property and is approved by both Parties, with such approval not to be unreasonably withheld, conditioned, or delayed. The easement shall be in the form attached hereto as Exhibit D unless the City approves another form of easement at the request of the Owner.

(e) No tree mitigation shall be required in connection with the removal of trees to construct the Sewer Project within the Property. The City agrees to exercise all reasonable care to preserve existing trees in the vicinity of the Sewer Project, and will cause its contractor to do the same.

(f) If the City does not timely commence construction of the Sewer Project in accordance with the terms of this Section 2.3, the City agrees the Owner shall have the right, but not the obligation, to construct the Sewer Project in accordance with that certain TIRZ Development Agreement between the Owner and the City dated June 3, 2014 (the "TIRZ Agreement").

2.4 Public Improvement District. Upon petition by the Owner pursuant to Chapter 372 of the Texas Local Government Code, the City agrees to consider the creation of a public improvement district (PID) to reimburse costs eligible under Chapter 372 from annual

assessments on each lot within the Property, including on-site infrastructure costs and other eligible improvements identified by the Owner.

2.5 Linear Park. Subject to the City not being in default of its obligation to enter into an engineering and design contract pursuant to Section 2.3(c) of this Agreement, the following provisions shall apply:

(a) The Owner agrees to donate a minimum 100-foot wide strip of land within the Property to either the City or a third party approved by the City for use as a public linear park. The donation shall occur prior to or concurrently with the City's approval of the first final plat for a portion of the Property. This strip of land shall overlap with the sewer easement described above to the extent possible, and shall be located along the creek within the floodplain and floodway on the western side of the Property. The Owner shall have the sole right to determine the exact location and dimensions of this strip of land, consistent with the requirements of this Section 2.5 and the City's park dedication requirements. It is understood and agreed that the location of this strip of land must allow for the construction of a public hike and bike trail that will connect to other such trails adjoining the Property. If park land is not donated in accordance with the terms of this Section 2.5, the City may deny the final plat.

(b) The deed conveying this strip of land to the City shall be in the form attached hereto as Exhibit E unless the City approves another form of deed at the request of the Owner.

(c) The size of the park land donated within the Property shall meet or exceed the then-current park land dedication acreage requirement based on the number of permitted residential units on the Property pursuant to a City ordinance that is generally applicable to all residential development in the City's corporate limits. Upon the donation of this park land, the City shall be deemed to have waived (i) all park fee requirements that would otherwise apply to the development of the Property; and (ii) all park land dedication requirements that would otherwise apply to the development of the Property.

(d) Notwithstanding anything to the contrary in this Agreement, the Parties agree that the donation of land required by this Section 2.5 shall not be required unless the Property has been rezoned by the City to allow development of a minimum of 200 single family equivalent units within the Property.

ARTICLE III ADDITIONAL PROVISIONS

3.1 Term. The term of this Agreement shall be ten years.

3.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced

by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.3 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on the day delivered by courier or a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (b) three days after the notice is deposited with the United States mail service, certified mail, return receipt requested. Notices given pursuant to this section shall be addressed as follows:

To the City: Attn: City Manager
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

With a copy to: City Attorney
City of Kennedale
Attn: Carvan E. Adkins
6000 Western Place, Suite 200
Fort Worth, Texas 76107

To the Owner:

Attn: Cynthia McMillan
PO Box 820576
Fort Worth, Texas 76182

With a copy to: Attn: Melissa Lindelow Shupe
Ventura PLLC
9406 Biscayne Blvd
Dallas, Texas 75218

3.4 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of the Party who originally drafted the provision.

3.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public

notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

3.6 Entire Agreement; Binding Obligations; Releases. This Agreement together with the TIRZ Agreement constitute the entire agreement between the Parties and supersede all prior agreements, whether oral or written, covering the subject matter of this Agreement and the TIRZ Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. This First Amended Agreement shall be recorded in the deed records of Tarrant County, Texas, and shall be binding upon the Parties. The Owner's obligations under this Agreement shall be binding upon the Owner's successors and assigns; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to any end-buyer. For purposes of this Agreement, the Parties agree that the term "end-buyer" means any owner, builder, tenant, user, or occupant of a lot included within a City-approved final plat that has been recorded in the deed records. Upon approval of each final plat for all or a portion of the Property, the City agrees to cause the City Manager to execute a release of this Agreement, in recordable form, for the portion of the Property included in the final plat releasing the Owner and its successors and assigns from all obligations under this Agreement that have been performed.

3.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

3.8 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Tarrant County, Texas. Venue for any action to enforce or construe this Agreement shall lie in Tarrant County, Texas.

3.9 Assignment. Subject to the City reasonably determining that the Assignee has the financial ability to fulfill the terms of this Agreement, the Owner has the right to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Owner. Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement and the TIRZ Agreement to the extent this Agreement or the TIRZ Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the

Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such assignment. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. An Assignee shall be considered a "Party" and the "Owner" for the purposes of this Agreement.

3.10 Events of Default; Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given 30 days from the date of such notice to cure the alleged failure. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

3.11 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

3.12 Rough Proportionality. The Owner agrees that all dedications made by the Owner pursuant to this Agreement are roughly proportional to the need created by the development of the Property, and the Owner hereby waives any claim therefore that it may have. The Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedications required by this Agreement are related both in nature and extent to the impact of the Owner's development. The Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Owner's development, but only to the extent such claims relate to the dedication required by this Agreement.

3.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.14 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

3.15 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Schematic Development Plan
Exhibit C	Sewer Project Location
Exhibit D	Form of Sewer Easement
Exhibit E	Form of Deed

HM Real Estate Management, Ltd.

By:_____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on May __, 2024 by _____, _____ of HM Real Estate Management, LTD., a Texas limited partnership on behalf of said limited partnership.

Notary Public, State of Texas

Name: _____

[illegible]

This instrument was acknowledged before me on May __, 2024 by _____,
an individual.

Notary Public, State of Texas

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Tract I
2.00 Acres

TRACT I:

A portion of Lot 1, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2059, Plat Records, Tarrant County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" steel rod at the southwest corner of said Lot 1;

THENCE North, along the west line of said Lot 1, 193.60 feet to a set 1/2" steel rod;

THENCE North 86°14'00" East, 450.97 feet to a set 1/2" steel rod in the east line of said Lot 1 and the west line of Kennedale-New Hope Road, a public road of variable width right-of-way;

THENCE South along said east line of Lot 1 and said west line of Kennedale-New Hope Road, 193.60 feet to a found 1/2" steel rod at the southeast corner of said Lot 1;

THENCE South 86°14'00" West, along the south line of said Lot 1, passing a found 1/2" steel rod at 10.02 feet, continuing in all 450.97 feet to the Point of Beginning and containing 2.000 acres (87,120 square feet) of land, more or less.

Tract II
85.362 Acres

TRACT II:

Lot 7, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5932, Plat Records, Tarrant County, Texas;

SAVE AND EXCEPT a 3.175 acre tract of land, more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" steel rod at the southwest corner of Lot 2, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2059, Plat Records, Tarrant County, Texas;

THENCE South 86°14'00" West, 217.43 feet to a set 1/2" steel rod;

THENCE North, 637.49 feet to a set 1/2" steel rod;

THENCE North 86°14'00" East, 217.43 feet to a set 1/2" rod in the west line of Lot 4, of said RACEWAY ESTATES, and in the east line of said Lot 7;

THENCE South along the west line of Lots 4, 3 and 2 and the east line of said Lot 7, 637.49 to the Point of Beginning and containing 3.175 acres (138,309 square feet) of land, more or less.

Tract III
1.573 Acres

TRACT III:

A 1.573 acre tract of land out of the JOEL SNYDER SURVEY, Abstract No. 1448, in Tarrant County, Texas, more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" steel rod in the center of County Road No. 2025 (Kennedie-New Hope Road), said point being 425 yards (1180 feet) West of the northeast corner of said Snyder Survey;

THENCE West along the north line of said Snyder Survey, passing a found 1/2" steel rod at the southeast corner of said Lot 7, Raceway Estates, at 55.00 feet and continuing in all, 525.60 feet to a set 1/2" steel rod at the Point of Beginning;

THENCE South 03°12'44" East, 116.99 feet to a set 1/2" steel rod;

THENCE South 88°49'42" West, 557.55 feet to a set 1/2" steel rod;

THENCE North 04°17'04" West, 128.56 feet to a set 1/2" steel rod in the north line of said Snyder Survey;

THENCE East along the north line of said Snyder Survey and the south line of said Lot 7, Raceway Estates, 560.48 feet to the Point of Beginning and containing 1.573 acres (68,520 square feet) of land, more or less.

Tract IV
2.657 Acres

A 2.657-acre tract of land out of the R.C. Richey Survey, Abstract No. 1327, situated in Tarrant County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Richey Survey and the northwest corner of the Joel Snyder Survey, Abstract No. 1448;

THENCE North 36°52'05" East 694.43 feet to a point;

THENCE South 555.56 feet to a point in the south line of said Richey Survey;

THENCE, West along the south line of said Richey Survey, 416.64 feet to the Point of Beginning, and containing 2.657 acres (115,735 square feet) of land, more or less.



EXHIBIT B **SCHEMATIC DEVELOPMENT PLAN**

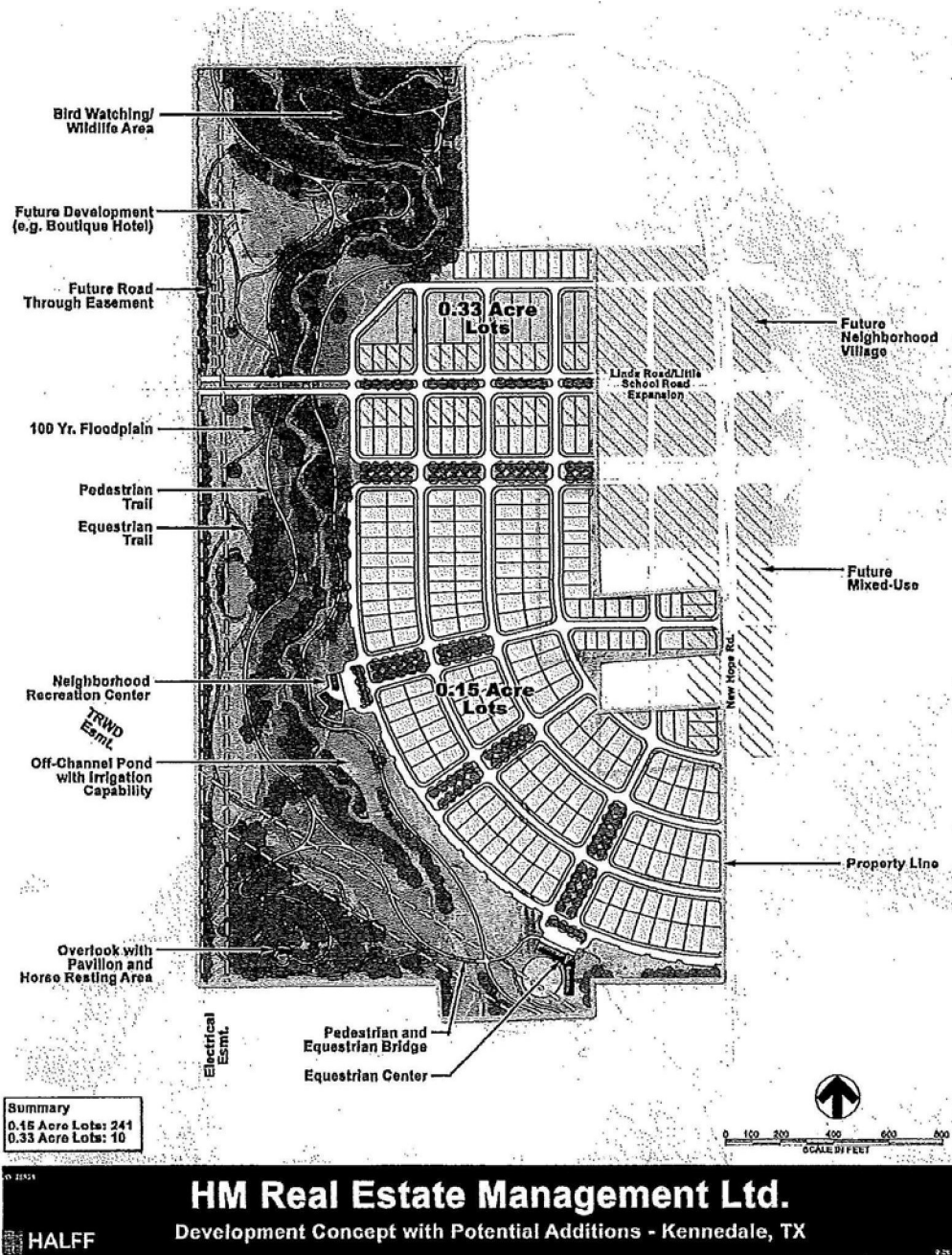
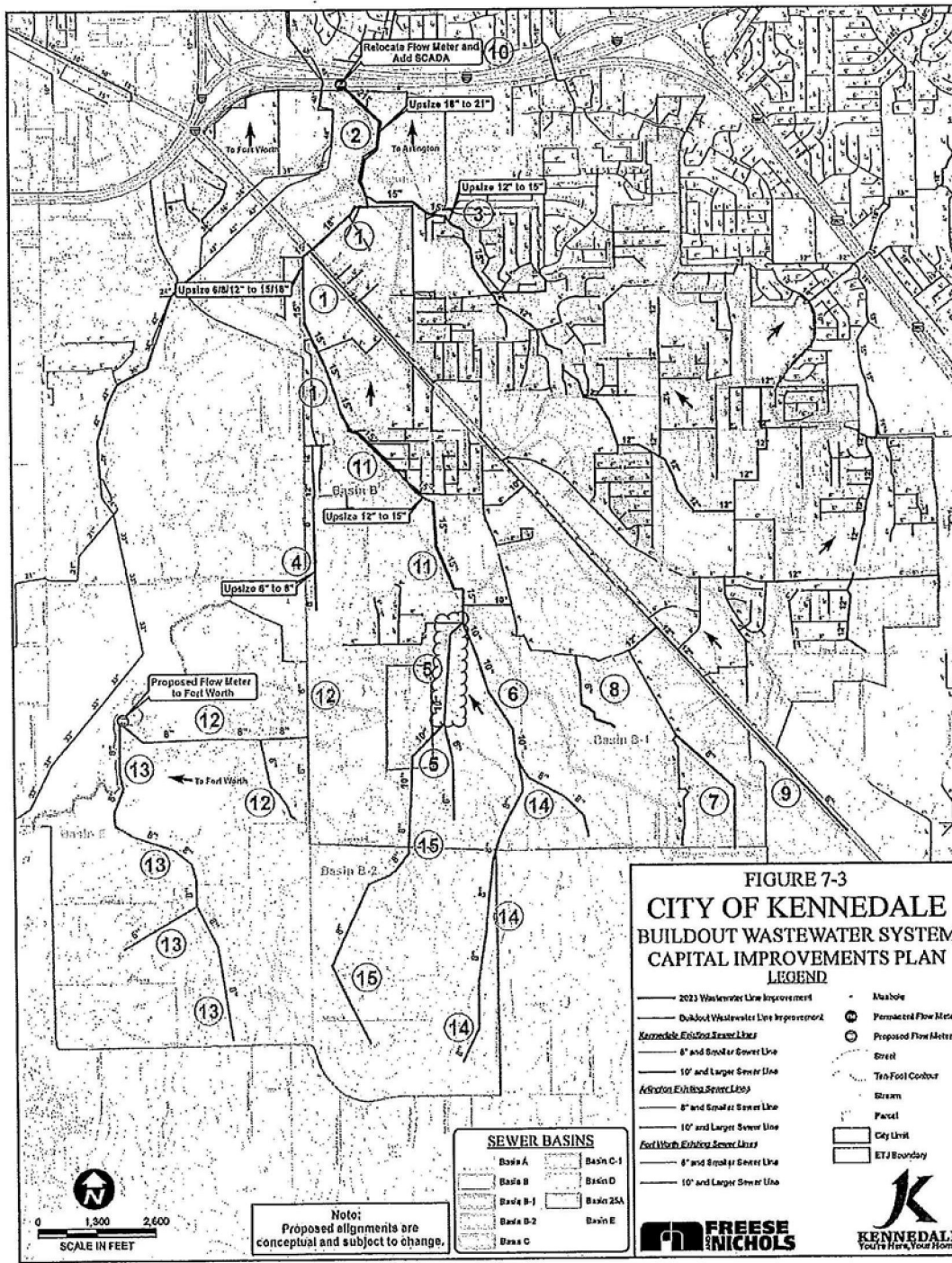


EXHIBIT C **SEWER PROJECT LOCATION**



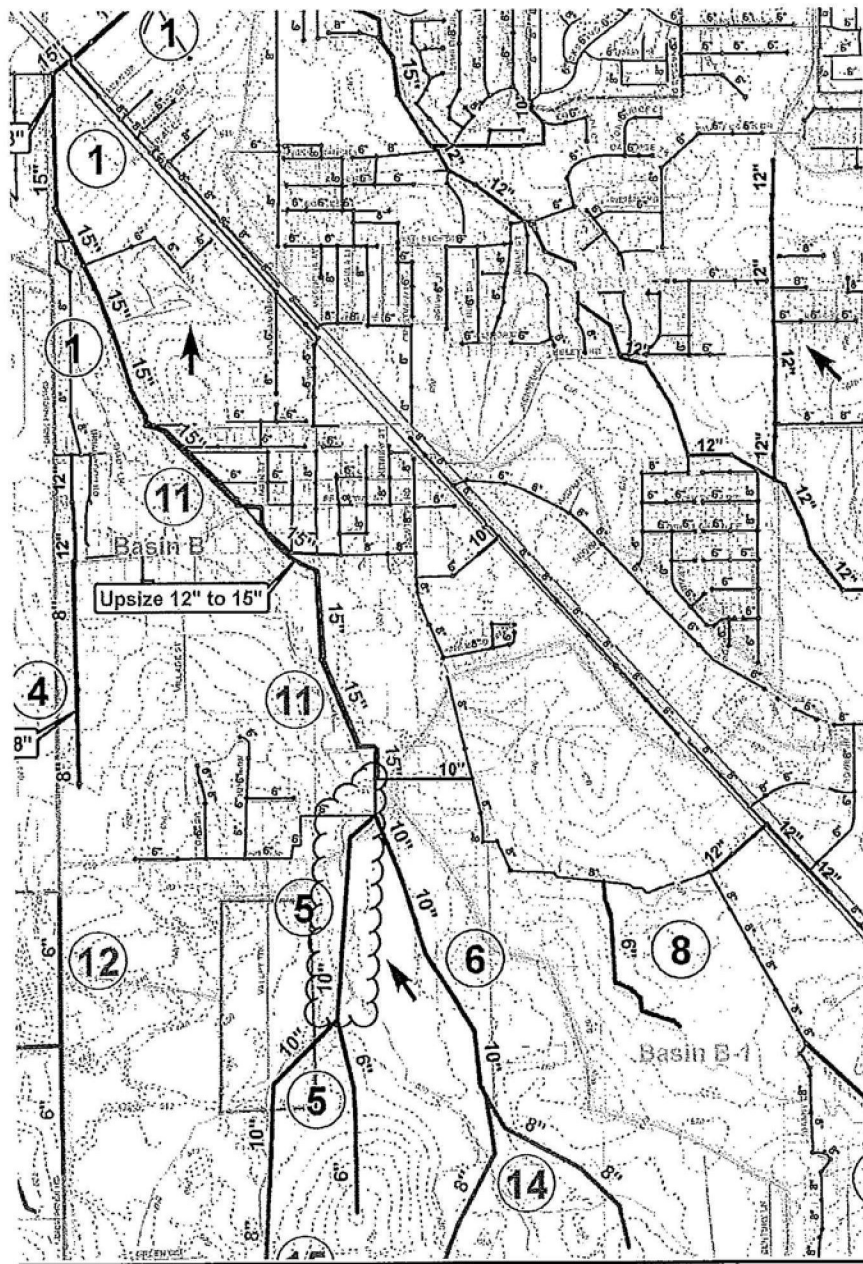


EXHIBIT D
FORM OF SEWER EASEMENT

CITY OF KENNEDALE

SANITARY SEWER EASEMENT

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

THAT _____, GRANTOR herein, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the CITY OF KENNEDALE, a home rule municipality in Tarrant County, Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby grant, sell and convey unto said GRANTEE, a permanent and perpetual easement for the purpose of installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating sanitary sewer lines and related facilities in, into, upon, over, across, under and through all that land in Tarrant County, Texas, as follows:

A ____-foot wide permanent sanitary sewer easement, as more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, together with the right of ingress and egress as necessary for such purposes.

Additionally, GRANTOR does hereby convey to GRANTEE a contiguous temporary construction easement for the purpose of installing said sanitary sewer lines and related facilities in the above described permanent easement, said temporary construction easement being more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein.

The temporary construction easement shall terminate 30 days after completion of the sanitary sewer lines, but in no event later than 360 days of the execution of this easement. The temporary construction easement shall include the right to excavate and fill upon the temporary easement.

GRANTEE shall be obligated to restore the surface of the area described on Exhibit "A" and shown on Exhibit "B" to its previous condition, including removal of debris and restoration of any authorized improvements that are removed, relocated, altered, damaged, or destroyed as a result of GRANTEE'S use of such areas, within 30 days after cessation of work; however, GRANTEE shall not be required to replace trees or shrubs that are removed from the easement area. GRANTEE shall maintain the easement area in a neat and clean condition.

2321.002\40061.2

GRANTOR covenants and agrees that GRANTOR and GRANTOR'S heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the permanent easement granted herein any permanent structures, provided, however, it is agreed that GRANTOR and GRANTOR'S heirs, representatives, successors and assigns may (1) construct driveways and parking lots on and across said easement; and (2) construct or place other improvements, other than buildings, on and across said easement that do not interfere with GRANTEE'S use of the easement, including landscaping, irrigation, sidewalks or trails, fencing, lighting, and drainage improvements that do not interfere with GRANTEE'S use. GRANTEE shall erect temporary fencing to prevent livestock from entering areas described on Exhibit "A" that are impacted by GRANTEE'S construction or maintenance activities.

It is further intended that the permanent sanitary sewer easement herein granted to the GRANTEE shall run with the land and forever be a right in and to the land belonging to GRANTOR, and GRANTOR's successors and assigns; and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in GRANTOR's chain of title. The permanent sanitary sewer easement, rights and privileges granted therein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

TO HAVE AND TO HOLD the above described permanent easement with the right of ingress and egress thereto, together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind itself, its heirs, successors and assigns to warrant and forever defend, all and singular, the said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

GRANTOR:

2321.002\40061.2

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was executed for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was executed for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

EXHIBIT E
FORM OF DEED

DEDICATION DEED

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

That _____ ("Grantor") hereby dedicates and grants in fee simple to the City of Kennedale, a Texas municipal corporation ("Grantee"), subject to the mineral reservation and exceptions hereinafter described, that certain tract of land described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").

The Property conveyed hereunder is subject to the following: validly existing easements and rights-of-way; all matters of record including, but not limited to, all recorded restrictions, reservations, and covenants; and any discrepancies, conflicts, or shortages in area or boundary lines.

Grantor reserves all of the water, oil, gas and other minerals in and under the Property. Grantor, on behalf of itself and its successors and assigns, as to its mineral ownership and as to all mineral ownership for which it holds exclusive and/or leasing rights, expressly releases and waives all rights to use all or any part of the surface of the Property, including, without limitation, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals in and under the Property. This release and waiver includes the surface and all areas two hundred feet (200 feet) below the surface.

The use of the Property shall be restricted to use as a public park.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anyway belonging to such premises unto the said Grantee and

Grantee's successors and assigns forever. This donation of the Property is made without warranty, express or implied.

[signature page to follow]

WITNESS GRANTOR'S HAND this _____ day of _____, _____.

[insert Grantor's signature block and acknowledgment]

ACCEPTED:

CITY OF KENNEDALE

By: _____

Name: _____

Title: Mayor of the City of Kennedale

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged on this the _____ day of _____,
20____, by _____, Mayor of the City of Kennedale, a Texas municipality, on behalf of said
municipality.

Notary Public, State of Texas

Exhibit A
Description of the Property

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV. C 5

SUBJECT:

Consider approval of Project Management and Inspections for the Safe Route to School (SRTS) Project.

ORIGINATED BY:

Kristian Sugrim

SUMMARY:

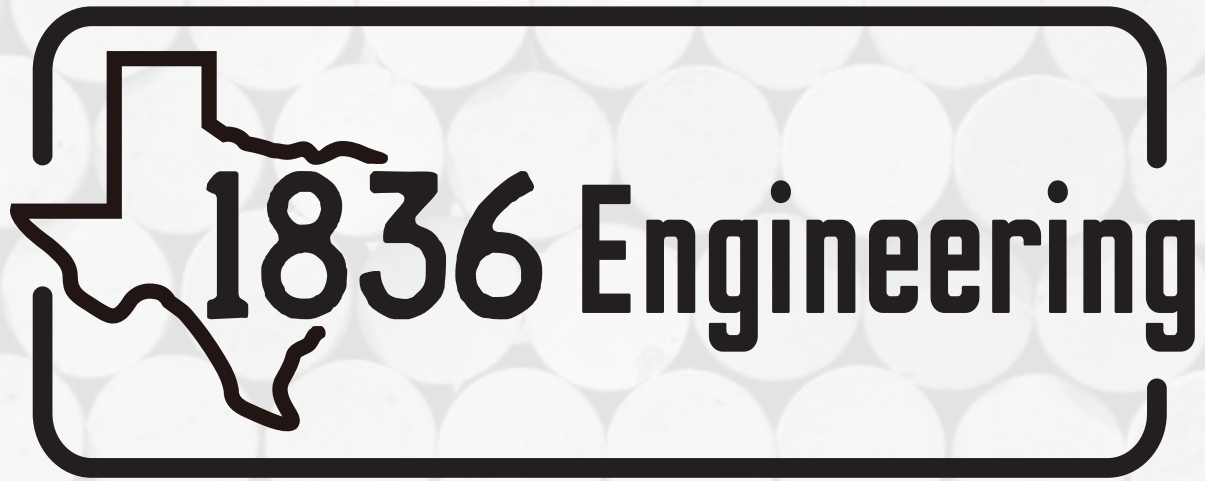
This subject matter was presented and discussed at the last Council meeting, April 16, 2024. During that work session, the Council was made aware that project management and inspections were critical components for local government let projects utilizing funds allocated in accordance with the Federal Project Authorization and Agreements (FPAA). At the time this project was initiated, the construction cost was \$1,348,057.00 allocated based on 80% Federal funding and 20% Local Government; however, the low bid was \$1,413,557.00, which means that the City of Kennedale will be responsible for 100% of the difference in construction cost (\$65,500.00).

RECOMMENDATION:

Staff recommends that the Kennedale's City Council authorize the approval of a construction inspection agreement with 1836 Engineering for the proposed sum of Seventy Thousand Seven Hundred Fifty Dollars, \$70,750.00, and project management with Shield Engineering at Forty-Five Thousand, \$45,000.00.

ATTACHMENTS

City of Kennedale-Safe Route to School



REQUEST FOR PRICING

CLIENT: CITY OF KENNEDALE
PROJECT: SAFE ROUTE TO SCHOOL

A handwritten signature in blue ink, appearing to read "Brice Sanders", is positioned above the submission information.

SUBMITTED BY:
1836 ENGINEERING
Brice Sanders, Vice President
brice.sanders@1836engineering.com

SAFE ROUTE TO SCHOOL

Client: City of Kennedale

Date: 04/29/2024

Description of Services	Unit	Unit Price	Quant.	Total
Senior Inspector	Hourly	\$100.00	560	\$56,000.00
Senior Inspector - Overtime	Hourly	\$135.00	0	\$0.00
Record Keeper	Hourly	\$65.00	130	\$8,450.00
Trip Charge	Hourly	\$45.00	140	\$6,300.00
			Total:	\$70,750.00

NOTE 1: All times are portal-to-portal from our Fort Worth office. Overtime rate will be applied to any hours exceeding 8 hours in a single shift, weekends and holidays.

NOTE 2: This proposal is just an estimated level of effort based on the quantities provided and is not to be considered a lump sum bid. We will only charge for the work performed whether it is more or less than the total .

Agreed to as the date of execution below.

Client Signature: _____

Title: _____

Date: _____



TERMS & CONDITIONS

SECTION 1: PARTIES AND SCOPE OF WORK: 1836 Engineering. (hereinafter referred to as “1836”) shall include said company or its particular division, assigns, successors, subsidiary or affiliate performing the work. “Work” (whether such term is capitalized or not) means the specific geotechnical, analytical, testing or other service to be performed by 1836 as set forth in 1836’s proposal and these Terms and Conditions. Additional work ordered by Client shall also be subject to these Terms and Conditions. “Client” refers to the person or business entity ordering the work to be done by 1836. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client’s intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of 1836’s work. 1836 shall have no duty or obligation to any third party greater than that set forth in 1836s proposal, Client’s acceptance thereof and these Terms and Conditions. The ordering of work from 1836, or the reliance on any of 1836s work, shall constitute acceptance of the terms of 1836’s proposal and these Terms and Conditions, regardless of the terms of any subsequently issued document. If unexpected site conditions are discovered, the scope of work may require additional services even as the work is in progress. 1836 will provide these additional services at its normal schedule rate. Initiation of services by 1836 for client will automatically invoke and be performed subject to these Terms and Conditions. 1836s duties and obligations for any Work performed is to Client only. If Client chooses to charge any third party for any work performed hereunder, Client is solely responsible for assessing such charges against said third parties. 1836 assumes no duty or obligation to pursue such charges against any third party other than Client and Client remains solely responsible to 1836, regardless of the reimbursable or non-reimbursable status of the charges.

SECTION 2: ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for 1836 to perform the work. 1836 shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, 1836 has not included in its fee the cost of restoration of damage which may occur and shall have no obligation to perform any such restoration work. If Client desires or requires 1836 to restore the site to its former condition, upon written request 1836 will perform such additional work as is necessary to do so and Client agrees to pay to 1836 for the cost.

SECTION 3: TEST AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed others to be timely and properly performed in accordance with the plans, specifications and contract documents and 1836’s recommendations. Any re-testing, if deemed necessary by 1836, or testing due to cancellation of scheduled tests not due to the fault of 1836, are outside the scope of work hereunder and will be provided to Client for an additional charge at 1836’s normal rates. No claims for loss, damage or injury shall be brought against 1836 by Client or any third party unless all tests and inspections have been so performed and unless 1836’s recommendations have been exactly followed. Client agrees to indemnify, defend and hold 1836, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, by not limited to, court costs and reasonable attorney’s fees in the event that all such tests and inspections are not so performed or 1836’s recommendations are not so followed.

SECTION 4: CLIENT’S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised 1836 of any known or suspected hazardous materials, utility lines and pollutants at any site at which 1836 is to do work hereunder, and unless 1836 has specifically assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save 1836 harmless from all claims, suits, losses, costs and expenses, including reasonable attorney’s fees, incurred as a result of personal injury, death or property damage resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not specifically revealed to 1836 by Client.

SECTION 5: RESPONSIBILITY: 1836s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. 1836 shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. 1836’s work or failure to perform same shall not in any way excuse any contractor, subcontractor, laborer or supplier from performance of its work in accordance with the contract documents. 1836 has no right or duty to stop any contractor’s work.

TERMS & CONDITIONS

SECTION 6: SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of 1836's report to Client.

SECTION 7: PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay 1836's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and attorney's fees. 1836 shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein 1836 waives any rights to a mechanics' lien, or any provision conditioning 1836's right to receive payment for its work upon payment to Client by any third party. These Terms and Conditions are notice, where required, that 1836 intends to file a lien to collect past due amounts. Client agrees to provide 1836, upon request, all information necessary for 1836 to file its lien, including, but not limited to, a legal description of the property upon which the work was performed. Failure to make payment within 30 days of invoice shall constitute an irrevocable final release of 1836 from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

SECTION 8: WARRANTY: 1836'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL AND THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS SERVICES, 1836 WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN 1836 REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD 1836 OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT, AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON 1836'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF 1836, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO 1836 FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT 1836'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST FROM CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF 1836'S LIABILITY TO \$250,000.00 BY AGREEING TO PAY 1836 A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF OF THE TOTAL FEE TO BE CHARGED FOR 1836'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY ACCEPTED BY 1836. IN ANY EVENT, ATTORNEYS FEES EXPENDED BY 1836 IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT REGARDLESS OF THE NUMBER OF CLAIMS OR CAUSES OF ACTION ARISING OUT OF THE WORK. CLIENT WAIVES ANY AND ALL CLAIMS FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES AGAINST 1836 ARISING OUT OF OR RELATING TO THE WORK. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST 1836, ARISING FROM OR RELATED TO 1836'S WORK, MORE THAN TWO YEARS AND ONE DAY AFTER THE CESSATION OF 1836'S WORK HEREUNDER. LIMITATIONS ON LIABILITY AND INDEMNITIES IN THIS AGREEMENT ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES VOLUNTARILY AND KNOWINGLY ENTERED INTO, AND SHALL APPLY TO ALL THEORIES OF RECOVERY INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION, EXCEPT FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THE PARTIES ALSO AGREE THAT CLIENT WILL NOT SEEK DAMAGES IN EXCESS OF THE LIMITATIONS INDIRECTLY THROUGH SUITS WITH OTHER PARTIES WHO MAY JOIN 1836 AS A THIRD-PARTY DEFENDANT. PARTIES MEANS CLIENT AND GEOTECHNICAL ENGINEER AND THEIR OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, AND SUBCONTRACTORS.

SECTION 9: HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring 1836 to assume the status of an owner, operator, generator, storer, transporter, creator, or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. It shall be the duty of the owner, the client, or their representative to advise 1836 of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which 1836 may be

TERMS & CONDITIONS

provided or obtain performing its Work or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by 1836 employees, agents or subcontractors. If 1836 observes or suspects the existence of unanticipated hazardous materials during the course of its Work, 1836 may at its option terminate further work on the project and notify Client of the condition. Work will be resumed only after a renegotiation of scope of services and fees. 1836 does not create, generate, or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its Work.

SECTION 10: HAZARDOUS MATERIALS INDEMNITY: The Client acknowledges that 1836 has neither created nor contributed to the creation of existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against 1836 and agrees to indemnify and save 1836, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures, regardless of whether such exposure was allegedly arising out of or related to 1836's performance of services hereunder.

SECTION 11: TERMINATION: This Agreement may be terminated by either party seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, 1836 shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of 1836 required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 12: PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these Terms and Conditions be enforced as written. In the event any of the provisions of these Terms and Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

SECTION 13: ENTIRE AGREEMENT: These Terms and Conditions and 1836's proposal constitute the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

SECTION 14: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by 1836 as instruments of service, shall remain the property of 1836 unless there are other written agreements to the contrary,

SECTION 15: ASSIGNS: Client may not delegate, assign, subcontract or transfer its duties (including payment) or interest in this agreement without the written consent of 1836.

SECTION 16: INDEMNIFICATION: To the fullest extent permitted by applicable law, Client expressly agrees to defend (at Client's expense and with counsel acceptable to 1836), indemnify, and save and hold harmless 1836 and all of its officers, directors, shareholders, employees, agents, successors, predecessors and assigns, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation and arbitration, court costs, and attorney's fees, arising on account of or in connection with injuries to or the death of any person whomsoever, claims for damages from any third party, or any and all damages to property (including the loss of use thereof), regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, or alleged to be connected with, the Client's property or work being performed

TERMS & CONDITIONS

on Client's property by 1836 or by persons or entities other than 1836, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the Client or any of its employees, agents, representatives, subcontractors, or suppliers, INCLUDING, WITHOUT LIMITATION, INJURIES, DEATH, OR DAMAGES WHICH ARISE FROM OR IN CONNECTION WITH, OR ARE CAUSED BY, ANY ACT, ERROR, OMISSION, OR NEGLIGENCE OF 1836 AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, CLIENTS, OR SUPPLIERS; BUT EXCLUDING INJURIES, DEATH, OR DAMAGES CAUSED BY THE SOLE NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT OF 1836. The indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Client under worker's or workman's compensation acts, disability benefit acts or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Client or of any third party to whom Client may subcontract any work.

SECTION 17: COSTS AND TENDERING OF INDEMNIFICATION DEFENSE: The indemnities agreed to by Client herein expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation or arbitration whether or not the claims made for loss, injury, damage or property damage are valid or groundless, and regardless of whether the defense of 1836 is maintained by 1836 or assumed by Client. 1836 in its sole discretion and at its sole option may defend any or all of the indemnified claims or tender to Client the defense of any or all of the indemnified claims, Upon such tender by 1836 to Client, Client shall be bound and obligated to assume the defense of 1836 in the indemnified claims, including the settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgements, awards or expenses resulting from or arising out of the indemnified claims without reimbursement from 1836. It is understood and agreed by Client that if 1836 tenders the defense of an indemnified claim to Client and Client fails or neglects to assume the defense thereof, 1836 may compromise and settle or defend any such suit or action, and Client shall be bound and obligated to reimburse 1836 for the amount expended by it in settling or compromising any such claim, or in the amount expended by 1836 in paying any judgement rendered therein, together with all reasonable attorney's fees and cost of litigation incurred by 1836 by reason of its defense, settlement or compromise of such indemnified claims.

SECTION 18: COLLECTION OF AMOUNTS OWED TO 1836: In the event that Client owes any amount to 1836, whether under this Agreement or otherwise, Client agrees to 1836's employment of whatever collection methods it deems reasonable and expedient, including but not limited to garnishment (pre and post judgement), sequestration, attachment or any other legal method. Client agrees to waive any and all bond requirements associated therewith. Client agrees to pay all costs of collection, including attorney's fees.

SECTION 19: NOTICE: All notices required under this Subcontract Agreement shall be sent via certified mail return receipt requested to the address set forth in the proposal, via facsimile number listed on the proposal or via hand delivery to the office set forth on the proposal. Verbal notification to 1836 will not satisfy the notice requirements herein. To the extent any notice provision of these Terms and Conditions violates applicable law in that it is too strict or restrictive, the provision shall be automatically modified to the standards mandated by the applicable law and shall not be void.

SECTION 20. GOVERNING LAW: THE PARTIES AGREE THAT THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW.

Agreed to as the date of execution below.

Client Signature: _____

Title: _____

Date: _____

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.A.

SUBJECT

PURSUANT TO §551.071 — Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.A.1.

SUBJECT

400 N. Little School Rd. Repair Estimate

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.B.

SUBJECT

PURSUANT TO §551.072 — *Deliberation regarding the purchase, exchange, lease, or value of real property.*

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.B.1.

SUBJECT

205 W. Kennedale Parkway - Chamber of Commerce Building

ORIGINATED BY

SUMMARY

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ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.C.

SUBJECT

PURSUANT TO §551.074 — *Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.*

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.D.

SUBJECT

PURSUANT TO §551.087 — (1) *Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.*

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MAY 21, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.D.1.

SUBJECT

Economic Development Incentive Agreement Quick Roofing, LLC and QR Purchasing, LLC.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS