

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF MANVEL §

LARRY AKERY, COUNCIL PLACE 1
LORRAINE HEHN, COUNCIL PLACE 2
NICCOLE TYSON, COUNCIL PLACE 3
DAN DAVIS, COUNCIL PLACE 4
JASON ALBERT, COUNCIL PLACE 5
JEROME HUDSON, COUNCIL PLACE 6



DEBRA DAVISON, MAYOR
KYLE JUNG, CITY MANAGER
TAMMY BELL, CITY SECRETARY

**NOTICE OF A CITY COUNCIL MEETING
OF THE CITY OF MANVEL
December 6, 2021**

**NOTICE IS HEREBY GIVEN
6:30 P.M. WORKSHOP
7:00 P.M. REGULAR SESSION**

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City of Manvel will convene a regular meeting at the Manvel City Hall, located at 20031 Hwy 6, Manvel Tx 77578 for the purpose of discussing and if appropriate, take action with respect to the following items:

NOTE: The City Council of the City of Manvel reserves the right to discuss any items in Closed Session whenever authorized under the Texas Open Meetings Act, Chapter 551, of the Texas Government Code. The City Council may discuss the items on this agenda in any order.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpreter services must be made 48 hours prior to this meeting. Please contact the City Secretary at 281-489-0630 X6 for further information.

Workshop Session

Update by PGAL on Market Feasibility Study for the Manvel City Center Complex.

Discussion on any subject addressed on the Agenda for December 6, 2021.

Regular Session

Call To Order

Inspirational Reading - Council Member Larry Akery

Pledge

Pledge of Allegiance and Texas Pledge: "Honor the Texas flag; I pledge allegiance to thee Texas, one state under God, one and indivisible.

Citizen Comments: "Comment Card" Required

****Members of the public who wish to submit written comments on a listed agenda item must submit their comments via the Public Comment Request Form found on the city website www.cityofmanvel.com or by emailing thell@cityofmanvel.com or by calling 281-489-0630 x6 for staff assistance.*

City Manager Update

Update on current events and city issues.

Regular Agenda

1. Consideration and possible action to approve participation in the State of Texas' settlement with litigants in opioid litigation, approve the adoption of the Texas Term Sheet and its intrastate allocation schedule and authorize the City Manager to execute the Subdivision Settlement Participation Forms and any other documents needed to participate in the settlement.
2. Consideration and possible action to approve Ordinance 2021-O-38;
AN ORDINANCE AMENDING ORDINANCE NO. 2020-O-30 AMENDING THE CITY FISCAL YEAR 2021 BUDGET ENDING SEPTEMBER 30, 2021, BY AMENDING VARIOUS BUDGETS TO ACCOUNT FOR YEAR-END ADDITIONAL REVENUES AND EXPENDITURES, DIRECTING THE BUDGET OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET WITH THE CITY SECRETARY AND WITH THE OFFICE OF THE BRAZORIA COUNTY CLERK AND PROVIDING THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.
3. Consideration and possible action to approve the License and Service Agreement between Tyler Technologies and the City of Manvel and authorize the City Manager to execute the agreement.
4. Consideration and possible action to approve Resolution 2021-R-31;
A Resolution of the City of Manvel, designating the casting of its votes for the candidate and/or candidates for the Board of Directors of the Brazoria County Appraisal District.
5. Consideration and possible action to approve Resolution 2021-R-32;
A RESOLUTION APPROVING AN INTERLOCAL PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY OF MANVEL AND GOODBUY PURCHASING COOPERATIVE; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE.
6. Consideration and possible action on the 2022/2023 TCAP Board of Directors Ballot.
7. Update on May 7, 2022, Special Election in regards to the proposition relating to the amendment of the Home Rule Charter.
8. Consideration and possible action to approve the Eighth Amendment to Development Agreement between the City of Manvel, Pomona Investment, LLC, Brazoria County Municipal Utility District 39, and Brazoria County Municipal District 40.

Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a City Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in sequence on the Agenda.

1. Acceptance of the Quarterly Investment Report - 2021 Q4.
2. Approve Final Plat for Meridiana Section 39A;
Being a subdivision of 12.39 acres out of the H.T. & B.R.R. Co.Survey, Section 61, A-282, City of Manvel, Brazoria County, Texas.
3. Approve Preliminary Plat for Meridiana Elementary School Site No. 2;
Being a subdivision of 13.00 acres out of the Oliver Hall Survey, A-203, City of Manvel, Brazoria County, Texas.
4. Approve Preliminary Plat for Brazoria County Municipal District No. 57 Lift Station No. 1;
Being a subdivision of 0.19 acres out of the Oliver Hall Survey, A-203, City of Manvel, Brazoria County, Texas.
5. Approve the second and final reading of Ordinance 2021-O-36;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION OF 1.612 ACRES OF LAND LOCATED AT 3806 FM 1128, MANVEL, TEXAS, FROM LIGHT COMMERCIAL DISTRICT (LC) TO HEAVY COMMERCIAL DISTRICT (HC) PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. (Motion to forward with favorable recommendation by PD&Z FAILED with a 0/5 vote).
6. Acceptance of infrastructure improvements for Meridiana Section 39A to begin the one-year Maintenance Period.
7. Acceptance of infrastructure improvements for Pomona Section 20 to begin the two-year maintenance period.
8. Acceptance of infrastructure improvements for Pomona Section 21 to begin the two-year maintenance period.
9. Acceptance of infrastructure improvements for Orchard Park Lane Phase 2 to begin the two-year maintenance period.
10. Acceptance of the meeting minutes to date.

Mayor and Council Comments

Update on current events and city issues.

Additionally, pursuant to Texas Government Code § 551.0415, City Council Members and city staff may make a report about items of community interest during a meeting of the governing body without having given notice of the report.

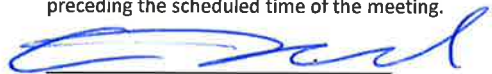
Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

Adjourn

CERTIFICATION

I, Tammy Bell, City Secretary for the City of Manvel, do hereby certify that the foregoing Agenda of the City of Manvel is true and correct; and that I posted such notice on the bulletin board at the Manvel City Hall. A place convenient and readily accessible to the public on December 3, 2021 in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 72 hours preceding the scheduled time of the meeting.



TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

ORDINANCE NO. 2021-O-38

AN ORDINANCE AMENDING ORDINANCE NO. 2020-O-30 AMENDING THE CITY FISCAL YEAR 2021 BUDGET ENDING SEPTEMBER 30, 2021, BY AMENDING VARIOUS BUDGETS TO ACCOUNT FOR YEAR END ADDITIONAL REVENUES AND EXPENDITURES, DIRECTING THE BUDGET OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET WITH THE CITY SECRETARY AND WITH THE OFFICE OF THE BRAZORIA COUNTY CLERK AND PROVIDING THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 2020-O-30 the City Council of the City of Manvel, Texas, adopted its original budget for Fiscal Year ending September 2021; and

WHEREAS, by Ordinance No. 2021-O-05, 2021-O-14, 2021-O-19, 2021-O-21, and 2021-O-25 the City Council of the City of Manvel, Texas, amended its budget for Fiscal Year ending September 2021; and

WHEREAS, Texas Local Government Code §102.010 provides that a municipality may make changes in the budget for municipal purposes; and

WHEREAS, throughout all funds there is need to adjust miscellaneous line items; and

WHEREAS, throughout the general fund no departments were over budget, but various line items within those departments may be; and

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

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct. The City Council deems the purpose for this budget amendment is a municipal purpose.

SECTION 2: That the budget for Fiscal Year ending September 30, 2021 of the City of Manvel, Texas, is hereby amended as set forth in the attached exhibit.

SECTION 3: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2021.

Debra Davison, Mayor

ATTEST:

Tammy Bell, City Secretary

Budget Ordinance Exhibit
(Ordinance 2021-O-38)

EXHIBIT - Ordinance 2021-O-38

Account Number/Description	Exp - Current	Budget	Exp - Year	Adjustment	Budget - Adj
10-10-5000 Salaries	64,205.22	687,133.00	687,788.12	1,000.00	688,133.00
10-10-5001 Additional Compensation	0.00	51,000.00	71,065.22	20,500.00	71,500.00
10-10-5002 Overtime	0.00	0.00	171.00	250.00	250.00
10-10-5010 FICA Expense	3,179.22	43,541.00	43,765.72	300.00	43,841.00
10-10-5012 Unemployment Insurance	458.27	20,000.00	14,997.63	4,000.00	16,000.00
10-10-5030 Health Insurance	5,078.95	63,804.00	60,836.54	2,000.00	61,804.00
10-10-5032 Life & LTD	152.68	12,798.00	8,759.10	3,500.00	9,298.00
10-10-5034 Retirement	5,542.96	97,764.00	76,483.85	15,350.00	82,414.00
10-10-5035 Cell Phone Allowance	138.46	1,200.00	1,779.21	600.00	1,800.00
10-10-5036 Auto Allowance	1,292.32	10,800.00	12,290.91	1,550.00	12,350.00
10-10-5037 Pay Reimbursement	2,068.04	0.00	30,274.02	30,500.00	30,500.00
10-10-5220 Janitorial Supplies & Cleaning	225.00	9,500.00	19,364.03	10,000.00	19,500.00
10-10-5230 Office Expense	810.60	10,000.00	10,983.90	1,000.00	11,000.00
10-10-5340 Copier Lease/Maintenance	187.58	4,000.00	1,295.78	2,000.00	2,000.00
10-10-5380 Building Repair & Maintenance	1,763.38	50,000.00	67,632.27	17,750.00	67,750.00
10-10-5400 Legal Fees	2,897.00	15,000.00	49,703.79	35,000.00	50,000.00
10-10-5418 Employment Testing	0.00	1,000.00	2,150.00	1,250.00	2,250.00
10-10-5420 Electricity	1,146.12	8,000.00	11,166.74	3,250.00	11,250.00
10-10-5422 Electricity - Street Lights	4,252.36	55,000.00	45,358.87	8,000.00	47,000.00
10-10-5423 Storm Recovery Charge	2,285.00	0.00	6,855.00	7,000.00	7,000.00
10-10-5430 Gas Utilities	140.32	1,000.00	1,139.58	250.00	1,250.00
10-10-5432 Rental Equipment	194.80	1,500.00	2,532.40	1,250.00	2,750.00
10-10-5438 County Recording Fees	0.00	3,000.00	773.00	2,000.00	1,000.00
10-10-5440 Computer Maintenance/Support	0.00	20,000.00	2,770.92	15,000.00	5,000.00
10-10-5441 Computer Software	0.00	20,000.00	3,969.00	15,000.00	5,000.00
10-10-5445 Telephone	5,298.86	30,000.00	53,237.19	23,500.00	53,500.00
10-10-5476 Codification	0.00	3,500.00	5,863.07	2,500.00	6,000.00
10-10-5507 MUD 43 Reimbursement	0.00	0.00	36,095.30	37,000.00	37,000.00
10-10-5620 Council Expenses	481.93	20,000.00	14,897.23	5,000.00	15,000.00
10-10-5622 Dues & Subscriptions	245.00	8,000.00	8,343.25	400.00	8,400.00
10-10-5630 Insurance and Bonds	0.00	175,000.00	139,987.84	32,500.00	142,500.00
10-10-5645 Training & Travel	1,747.72	20,000.00	5,847.59	14,000.00	6,000.00
10-10-5676 Elections Expense	0.00	10,000.00	7,060.81	1,500.00	8,500.00
10-10-5678 Holiday & Special Events	648.50	15,000.00	3,329.68	11,500.00	3,500.00
10-10-5800 Eng/Consulting/Planning Fees	1,809.80	95,000.00	23,813.22	63,500.00	31,500.00
10-10-8582 Transfer To - Capital Projects Fund	0.00	350,000.00	0.00	650,000.00	1,000,000.00
10-20-5230 Office Expense	9.16	3,000.00	3,574.96	600.00	3,600.00
10-20-5440 Computer Maintenance/Support	1,157.90	45,000.00	17,741.68	600.00	44,400.00
10-25-5000 Salaries	13,952.91	143,647.00	152,277.84	10,000.00	153,647.00
10-25-5007 Part Time Wages	0.00	15,000.00	7,460.00	6,500.00	8,500.00
10-25-5010 FICA Expense	883.28	11,072.00	12,045.21	1,000.00	12,072.00
10-25-5034 Retirement	1,176.70	14,864.00	15,421.55	1,000.00	15,864.00
10-25-5230 Office Expense	1,098.45	5,000.00	7,220.67	2,250.00	7,250.00
10-25-5240 Minor Tools & Equipment	413.89	4,000.00	7,469.89	4,000.00	8,000.00
10-25-5622 Dues & Subscriptions	10,606.20	38,000.00	47,225.46	10,000.00	48,000.00
10-25-5800 Professional Services	0.00	35,000.00	1,650.00	21,750.00	13,250.00
10-30-5000 Salaries	16,696.80	188,612.00	160,294.31	8,250.00	180,362.00
10-30-5002 Overtime	0.00	1,500.00	1,910.60	500.00	2,000.00
10-30-5222 Postage	1,278.54	900.00	2,012.70	1,250.00	2,150.00
10-30-5230 Office Expense	10.88	3,500.00	4,107.90	750.00	4,250.00
10-30-5580 Warrant Fees	7,175.23	21,000.00	24,186.07	3,500.00	24,500.00
10-30-5615 Credit Card Processing Fees	336.36	4,500.00	5,282.87	1,000.00	5,500.00
10-30-5645 Training & Travel	0.00	2,000.00	2,900.00	1,250.00	3,250.00
10-40-5439 Inspections	81,680.00	560,000.00	402,152.50	46,250.00	513,750.00
10-40-5440 Computer Maintenance/Support	820.00	17,333.00	17,337.76	250.00	17,583.00
10-40-5615 Credit Card Processing Fees	2,722.54	12,500.00	57,963.46	46,000.00	58,500.00
10-50-5002 Overtime	327.75	4,000.00	4,612.23	1,000.00	5,000.00
10-50-5212 Safety Equipment/Supplies	184.13	3,000.00	5,104.49	2,500.00	5,500.00
10-50-5220 Janitorial Supplies & Cleaning	25.32	1,000.00	5,521.42	4,750.00	5,750.00
10-50-5230 Office Expense	1,559.58	2,500.00	5,840.17	3,500.00	6,000.00
10-50-5235 Street Signs	0.00	13,000.00	20,778.28	8,000.00	21,000.00
10-50-5240 Minor Tools & Equipment	1,025.68	10,000.00	16,299.35	6,500.00	16,500.00
10-50-5432 Rental Equipment	7,169.90	25,000.00	32,739.33	8,000.00	33,000.00
10-50-5436 Communications Expense	393.98	1,500.00	2,983.35	2,000.00	3,500.00
10-50-5445 Telephone	138.73	0.00	138.73	500.00	500.00
10-50-5446 Uniforms	1,495.14	10,000.00	12,647.80	3,000.00	13,000.00
10-50-5455 Leased Property	0.00	1,000.00	1,028.50	250.00	1,250.00
10-50-5570 Drainage	27,319.97	50,000.00	72,258.89	25,000.00	75,000.00
10-50-5640 Street Repairs	2,000.00	175,000.00	45,388.33	117,500.00	57,500.00
10-50-6030 Capital Outlay - Vehicle	400,000.00	435,000.00	436,589.50	2,500.00	437,500.00

10-50-6035	Capital Outlay - Street Reconstruction	0.00	300,000.00	0.00	250,000.00	50,000.00
10-70-5000	Salaries	4,368.22	235,539.00	87,533.01	129,000.00	106,539.00
10-70-5400	Legal Fees	0.00	0.00	5,175.00	5,500.00	5,500.00
10-70-5445	Telephone	930.24	6,000.00	7,405.02	1,500.00	7,500.00
10-70-5638	Vehicle Repairs/Maintenance	0.00	3,000.00	4,574.30	2,000.00	5,000.00
10-70-5800	Professional Services	6,930.00	0.00	17,227.50	20,000.00	20,000.00
10-71-5000	Salaries - Disaster	912.98	0.00	912.98	950.00	950.00
10-71-5002	Overtime - Disaster	3,731.57	0.00	3,731.57	4,000.00	4,000.00
10-71-5010	FICA Expense - Disaster	337.19	0.00	337.19	400.00	400.00
10-71-5034	Retirement - Disaster	444.73	0.00	444.73	500.00	500.00
10-71-5225	Fuel	949.16	2,000.00	1,179.66	600.00	1,400.00
10-71-5240	Minor Tools & Equipment	35,000.00	30,000.00	35,600.00	5,750.00	35,750.00
10-71-5638	Vehicle Repairs/Maintenance	0.00	2,500.00	240.87	1,000.00	1,500.00
10-71-5645	Training & Travel	112.52	6,000.00	303.15	5,000.00	1,000.00
10-71-5800	Professional Services	0.00	5,000.00	0.00	5,000.00	0.00
10-71-7608	Disaster - General Expenses	0.00	250,000.00	0.00	250,000.00	0.00
10-90-5000	Salaries	160,456.44	1,714,695.00	1,678,631.65	35,000.00	1,679,695.00
10-90-5002	Overtime	6,484.56	25,000.00	46,161.23	22,000.00	47,000.00
10-90-5010	FICA Expense	10,705.68	133,605.00	125,977.24	7,000.00	126,605.00
10-90-5030	Health Insurance	21,140.29	277,283.00	249,141.87	27,500.00	249,783.00
10-90-5034	Retirement	14,528.11	179,363.00	175,012.98	3,000.00	176,363.00
10-90-5040	Workers Compensation	0.00	27,476.00	22,137.33	4,000.00	23,476.00
10-90-5225	Fuel	5,548.73	55,000.00	55,433.71	500.00	55,500.00
10-90-5240	Minor Tools & Equipment	955.83	55,000.00	18,447.61	36,000.00	19,000.00
10-90-5380	Building Repair & Maintenance	420.00	10,000.00	12,161.08	2,250.00	12,250.00
10-90-5436	Communications Expense	994.00	10,100.00	11,257.81	1,250.00	11,350.00
10-90-5445	Telephone	2,696.56	22,000.00	32,473.94	11,000.00	33,000.00
10-90-5446	Uniforms	2,315.81	10,000.00	12,044.74	2,250.00	12,250.00
10-90-5458	Maintenance Agreements	15,226.00	75,835.00	109,278.97	34,000.00	109,835.00
10-90-5618	Job Recruiting	100.00	800.00	1,085.00	500.00	1,300.00
10-90-5638	Vehicle Repairs/Maintenance	14,188.74	30,000.00	54,638.42	25,000.00	55,000.00
10-90-5646	Training - Mandatory	0.00	2,000.00	3,610.43	2,000.00	4,000.00
10-90-5660	Investigative Expense	678.78	3,000.00	3,479.09	500.00	3,500.00
10-90-6020	Capital Outlay - Equipment	0.00	85,850.00	144,520.00	60,000.00	145,850.00
10-90-6030	Capital Outlay - Vehicle	0.00	90,000.00	84,445.51	1,500.00	88,500.00
10-90-6040	Capital Outlay - Furniture & Fixtures	0.00	350,000.00	0.00	47,250.00	302,750.00
12-07-4800	Insurance & Other Reimbursements	0.00	0.00	32,173.43	32,000.00	32,000.00
12-91-6030	Capital Outlay - Vehicle	2,162.95	263,000.00	276,361.50	32,000.00	295,000.00
30-07-4811	Other Income	0.00	0.00	93,510.00	92,632.00	92,632.00
30-09-4960	Transfer In - MEDC Fund	0.00	92,632.00	0.00	92,632.00	0.00
40-08-4301	Water Revenue	59,396.92	350,000.00	544,127.63	100,000.00	450,000.00
40-08-4302	Wastewater Revenue	58,514.46	300,000.00	534,125.57	119,580.00	419,580.00
40-09-4950	Transfer In - General Fund	0.00	319,580.00	0.00	219,580.00	100,000.00
40-10-5000	Salaries	16,595.01	256,941.00	200,142.27	48,225.00	208,716.00
40-10-5002	Overtime	0.00	4,000.00	5,079.21	1,150.00	5,150.00
40-10-5222	Postage	784.69	2,000.00	3,158.01	1,200.00	3,200.00
40-10-5230	Office Expense	0.88	1,000.00	1,200.23	250.00	1,250.00
40-10-5240	Minor Tools & Equipment	183.58	10,000.00	11,542.26	1,600.00	11,600.00
40-10-5380	Building Repair & Maintenance	12.45	0.00	12.45	100.00	100.00
40-10-5430	Gas Utilities	34.63	0.00	320.34	350.00	350.00
40-10-5440	Computer Maintenance/Support	0.00	0.00	163.04	200.00	200.00
40-10-5446	Uniforms	0.00	450.00	807.12	400.00	850.00
40-10-5615	Credit Card Processing Fees	1,842.55	12,000.00	19,888.69	7,900.00	19,900.00
40-10-5645	Training & Travel	822.00	2,000.00	2,928.65	1,125.00	3,125.00
40-10-5800	Eng/Consulting/Planning Fees	10,500.00	5,000.00	10,500.00	5,500.00	10,500.00
40-54-5204	Chemicals	1,790.28	18,000.00	13,486.67	4,000.00	14,000.00
40-54-5225	Fuel	0.00	1,000.00	0.00	750.00	250.00
40-54-5240	Minor Tools & Equipment	869.29	3,000.00	5,312.80	2,350.00	5,350.00
40-54-5310	New Meter Purchase	13,300.00	100,000.00	115,785.35	16,000.00	116,000.00
40-54-5420	Electricity	2,972.30	25,000.00	28,889.75	4,000.00	29,000.00
40-54-5440	Computer Maintenance/Support	410.00	5,000.00	6,394.75	1,500.00	6,500.00
40-54-5445	Telephone	144.40	15,000.00	1,709.62	13,000.00	2,000.00
40-54-5446	Uniforms	485.82	1,500.00	2,272.34	800.00	2,300.00
40-54-5499	Laboratory Expenses	518.84	13,000.00	13,695.20	750.00	13,750.00
40-54-5636	Equipment Repairs/Maintenance	6,880.78	160,000.00	145,837.35	14,000.00	146,000.00
40-54-5638	Vehicle Repairs/Maintenance	446.50	6,000.00	8,176.10	2,250.00	8,250.00
40-54-5729	Permits & Assessments	130.00	4,500.00	6,679.40	2,250.00	6,750.00
40-54-5742	Subsidence Fees	0.00	2,000.00	2,700.00	800.00	2,800.00

40-56-5204	Chemicals	1,513.82	12,500.00	16,382.59
40-56-5225	Fuel	0.00	4,000.00	0.00
40-56-5240	Minor Tools & Equipment	0.00	7,500.00	8,557.02
40-56-5419	Sludge Hauling	3,968.08	50,000.00	61,192.75
40-56-5420	Electricity	3,605.87	35,000.00	35,869.69
40-56-5432	Rental Equipment	87.24	15,000.00	523.44
40-56-5445	Telephone	110.45	1,000.00	1,641.74
40-56-5499	Laboratory Expenses	1,794.00	20,000.00	20,574.96
40-56-5636	Equipment Repairs/Maintenance	280.00	125,000.00	153,645.59
40-56-5645	Training & Travel	0.00	2,000.00	1,305.00

4,000.00	16,500.00
3,750.00	250.00
1,100.00	8,600.00
11,250.00	61,250.00
900.00	35,900.00
14,000.00	1,000.00
700.00	1,700.00
650.00	20,650.00
29,250.00	154,250.00
600.00	1,400.00

45-06-4600	Interest Income	15.39	7,500.00	500.65
45-08-4334	Impact Fee - Water	13,997.00	370,000.00	443,302.00
45-08-4336	Impact Fee - Wastewater	5,750.00	110,000.00	269,887.00
45-09-4999	Transfer in - Fund Balance	0.00	0.00	676,721.70
45-10-8582	Transfer To - Capital Projects Fund	1,390,411.35	487,000.00	1,390,411.35

6,499.00	1,001.00
73,302.00	443,302.00
159,887.00	269,887.00
676,722.00	676,722.00
903,412.00	1,390,412.00

50-91-5034	Retirement	543.30	7,200.00	6,597.16
50-91-5039	Flex Card Expense Health Ins	16.67	0.00	16.67
50-91-7525	Large Avenue Phase 3	1,958.50	663,500.00	710,864.31
50-91-7527	Hwy 288 Water Line Interconnect	0.00	400,000.00	0.00

50.00	7,150.00
50.00	50.00
50,000.00	713,500.00
50,000.00	350,000.00

55-55-5377	Beautification Projects	5,100.00	15,000.00	16,300.00
55-55-5453	Grounds Maintenance	1,342.16	20,000.00	17,831.05

1,300.00	16,300.00
1,300.00	18,700.00

90-10-6205	Project Reimbursement	0.00	0.00	93,510.00
90-10-7600	Contingency	0.00	75,000.00	0.00
90-95-8590	Transfer Out - Debt Service Fund	0.00	92,632.00	0.00

93,632.00	93,632.00
1,000.00	74,000.00
92,632.00	0.00



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

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 License and Services 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 Manvel, Texas.
- **“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 Named Users”** means the maximum number of named users that are authorized to use the EnerGov labeled modules identified in the Investment Summary, if any.
- **“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 software, 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.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“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.

- **“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 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.
- **“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 – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here:
<https://www.tylertech.com/terms/tyler-saas-services>.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software

or Documentation to third parties.

- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
 - 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
 - 1.7 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.
 - 1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
 3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. 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. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) 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. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. 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).
8. 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.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

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. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses 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.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(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 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 G – TERMINATION

1. 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 F(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(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 I(3).

- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, 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 license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – 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 H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 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; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. 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 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.**

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) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. 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 H(1) AND H(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 I – 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, and thereafter at our then-current list price, 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. 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.
19. 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.
20. 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.

21. 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.

22. 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	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Hyperlinked Terms
Exhibit E	Web Services – Hosted Application Terms
Exhibit F	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 Manvel, 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 Manvel
PO Box 187
Manvel, TX 77578

Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Quote
 Expiration: Quote
 Name:

John Hardin
 2/21/22
 Current Court User - Adding
 Financials and UB.

Sales Quotation For:

City of Manvel
 PO Box 187
 Manvel TX 77578-0187

Tyler Software

Description	License	Discount	License Total	Annual Maintenance
Incode				
Incode 10 Financial Management Suite				
Core Financials	\$ 18,995	\$ 0	\$ 18,995	\$ 4,749
Purchasing	\$ 5,123	\$ 0	\$ 5,123	\$ 1,281
Incode 10 Customer Relationship Management Suite				
Utility CIS System - Water/Gas	\$ 11,995	\$ 0	\$ 11,995	\$ 2,999
Cashiering	\$ 0	\$ 0	\$ 0	\$ 0
Mobile Service Orders	\$ 1,000	\$ 0	\$ 1,000	\$ 250
Tyler Content Management				
Tyler Content Manager Standard Edition	\$ 0	\$ 0	\$ 0	\$ 0
TOTAL:	\$ 37,113	\$ 0	\$ 37,113	\$ 9,279

Tyler Annual Software - SaaS

Description	List Price	Discount	Annual
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Incode			
Incode 10 Customer Relationship Management Suite			
Utility Billing Online Component (Based on # of Accts (\$.48 x # of Accts)	\$ 768	\$ 0	\$ 768
TOTAL:	\$ 768	\$ 0	\$ 768

Tyler Fees per Transaction

Description	Unit Price	Discount	Net Unit Price
Incode			
Incode 10 Customer Relationship Management Suite			
EasyPay Online Payment Component	\$ 1.25	\$ 0.00	\$ 1.25
IVR Solution for Utility Billing	\$ 1.25	\$ 0.00	\$ 1.25
Notifications for Utility Billing	\$ 0.10	\$ 0.00	\$ 0.10

Third Party Software & Hardware

Description	Quantity	Unit Price	Unit Discount	Extended Price	Maintenance
Incode					
Hardware					
Epson TMH6000V Thermal Receipt Printer White USB NEW	1	\$ 1,050	\$ 0	\$ 1,050	\$ 203
TOTAL:				\$ 1,050	\$ 203

Services

Description	Hours/Units	Price	Discount	Extended Price	Maintenance
Incode 10 Financial Management Suite					
Professional Services	168	\$ 21,840	\$ 0	\$ 21,840	\$ 0

Accounts Payable History Data Conversion	1	\$ 500	\$ 0	\$ 500	\$ 0
Accounts Payable Vendors Data Conversion	1	\$ 1,500	\$ 0	\$ 1,500	\$ 0
General Ledger History Data Conversion	1	\$ 500	\$ 0	\$ 500	\$ 0
General Ledger Chart of Accounts Data Conversion	1	\$ 1,500	\$ 0	\$ 1,500	\$ 0
Financials Project Management	1	\$ 1,600	\$ 0	\$ 1,600	\$ 0
Incode 10 Customer Relationship Management Suite					
Professional Services	188	\$ 24,440	\$ 0	\$ 24,440	\$ 0
Customer Relationship Management Suite Project Management	1	\$ 1,400	\$ 0	\$ 1,400	\$ 0
Utility Billing Data Conversion	1	\$ 6,000	\$ 0	\$ 6,000	\$ 0
Incode Community Development Suite					
Professional Services	0	\$ 0	\$ 0	\$ 0	\$ 0
Incode Community Development Project Management	1	\$ 1,600	\$ 0	\$ 1,600	\$ 0
Tyler Content Management					
Professional Services	32	\$ 4,160	\$ 0	\$ 4,160	\$ 0
Other Services					
Current & Future State Analysis	1	\$ 130	\$ 0	\$ 130	\$ 0
Project Management	1	\$ 250	\$ 0	\$ 250	\$ 0
TOTAL:		\$ 65,420	\$ 0	\$ 65,420	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 37,113	\$ 9,279
Total SaaS		\$ 768
Total Third Party Hardware, Software, Services	\$ 1,050	\$ 203
Total Tyler Services	\$ 65,420	
Summary Total	\$ 103,583	\$ 10,250
Contract Total	\$ 113,833	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	List Price	Discount	Extended Price	Maintenance
Incode					
Incode 10 Financial Management Suite					
Accounts Payable History Data Analysis	4	\$ 520	\$ 0	\$ 520	\$ 0
Accounts Payable Vendors Data Analysis	4	\$ 520	\$ 0	\$ 520	\$ 0
Core Financials	124	\$ 16,120	\$ 0	\$ 16,120	\$ 0
General Ledger History Data Analysis	4	\$ 520	\$ 0	\$ 520	\$ 0
General Ledger Chart of Accounts Data Analysis	8	\$ 1,040	\$ 0	\$ 1,040	\$ 0
Purchasing	24	\$ 3,120	\$ 0	\$ 3,120	\$ 0
Sub-Total	168	\$ 21,840	\$ 0	\$ 21,840	\$ 0
Incode 10 Customer Relationship Management Suite					
Cashiering	28	\$ 3,640	\$ 0	\$ 3,640	\$ 0
Utility Billing Data Analysis	12	\$ 1,560	\$ 0	\$ 1,560	\$ 0
Utility CIS System - Water/Gas	144	\$ 18,720	\$ 0	\$ 18,720	\$ 0
Mobile Service Orders	4	\$ 520	\$ 0	\$ 520	\$ 0
Sub-Total	188	\$ 24,440	\$ 0	\$ 24,440	\$ 0
Tyler Content Management					
Tyler Content Manager Standard Edition	32	\$ 4,160	\$ 0	\$ 4,160	\$ 0
Sub-Total	32	\$ 4,160	\$ 0	\$ 4,160	\$ 0
TOTAL:	388	\$ 50,440	\$ 0	\$ 50,440	\$ 0

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

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

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).

EasyPay Online Payment Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

General Ledger History conversion includes unlimited historical records

General Ledger conversions include Chart of Accounts - additional fee for historical views.

Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment. Notification for Utility Billing (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.

Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.

Utility Billing conversions include contacts/properties/accounts, service meter info - meter inventory, transaction/consumption/read history, metered services, non-metered service. Additional fee for historical views.

Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o 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, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____



Exhibit B

Invoicing and Payment Policy

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

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

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we provide you with access to the applicable Tyler Software (the "Software Access Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Software Access Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

1.3 *SaaS & Subscription Fees:* SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Your annual SaaS fees and subscription fees for the initial year one term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and subscription 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 delivery of the Best Practice Recommendations, by module, and 50% upon delivery 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 the Maintenance and Support Agreement.
- 2.5 *Other Fixed Price Services*: Except as otherwise provided, 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.
- 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 fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *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.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A 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

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 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); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 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;
 - 3.4 provide you with a copy of 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
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and 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 a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support 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.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



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	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor 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 Hyperlinked 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.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Modria
- Odyssey Notifications Add On (text notifications)
- ReadySub
- Tyler ACFR
- Tyler Notify
- Tyler Jury Manager
- Tyler Supervision
- Virtual Court



Exhibit E

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
 - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.
 - 1.4. *On-Line Records Search*: Our On-Line Records Search Component allows you to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.
 - 1.5. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
 - 1.6. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license

over the Internet using a credit card.

- 1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.
- 1.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
- 1.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.
- 1.11. *Code Enforcement Online*: Our Code Enforcement Online component allows you to make available certain information from your code enforcement system to citizens with Internet access. This information is posted to your website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment

information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services may require a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Exhibit F
Statement of Work

City of Manvel

SOW from Tyler Technologies, Inc.

9/1/2021

Presented to:
Garret Lincecum
20026 Highway 6
Manvel, TX 77578

Contact:
John Hardin
Email: John.Hardin@TylerTech.com
5519 53rd Street, Lubbock, TX 79414

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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 Client (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

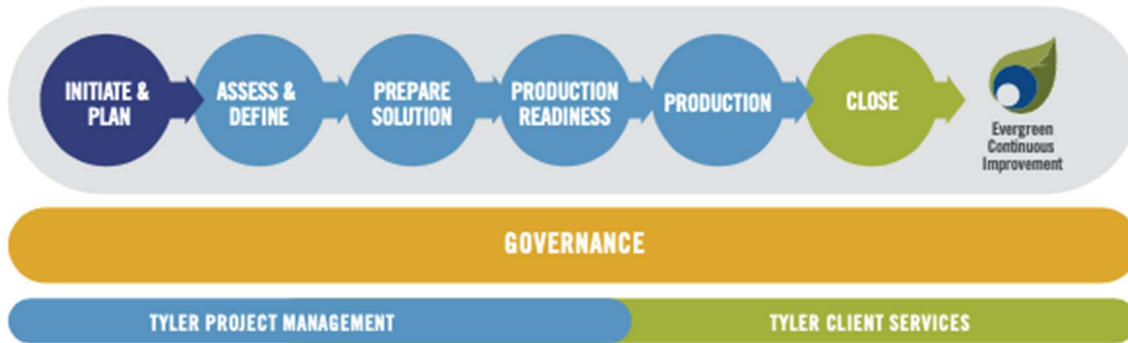
1.3 Methodology

This is accomplished by 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 Client’s complexity and organizational needs.



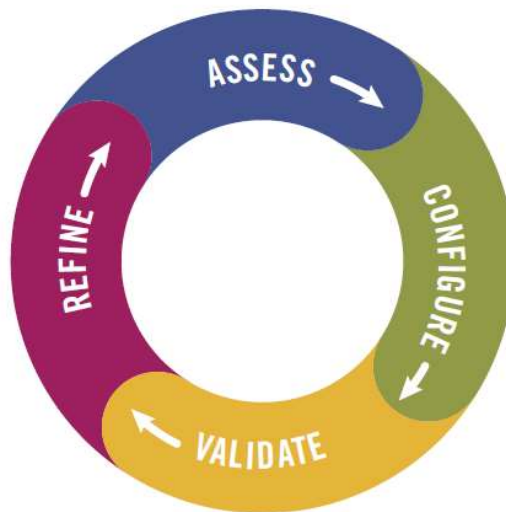
Tyler's Six Stage Project Methodology



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

To achieve Project success, it is imperative that both City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that 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 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 efficiently and effectively complete the Project.



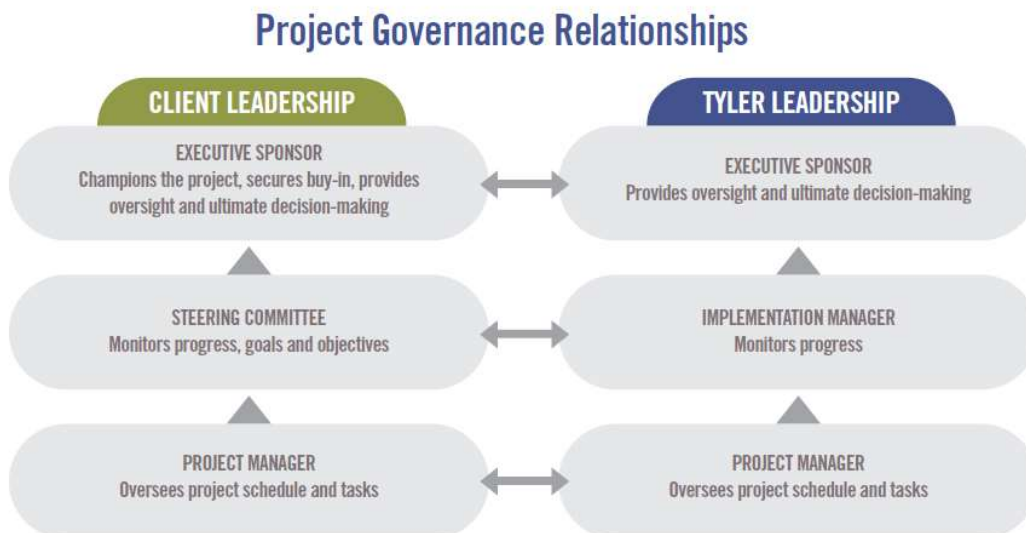
Part 2: Project Foundation

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 adequately 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 City collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and City Steering Committee become the escalation points to triage responses prior to escalation to 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. 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 in order 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

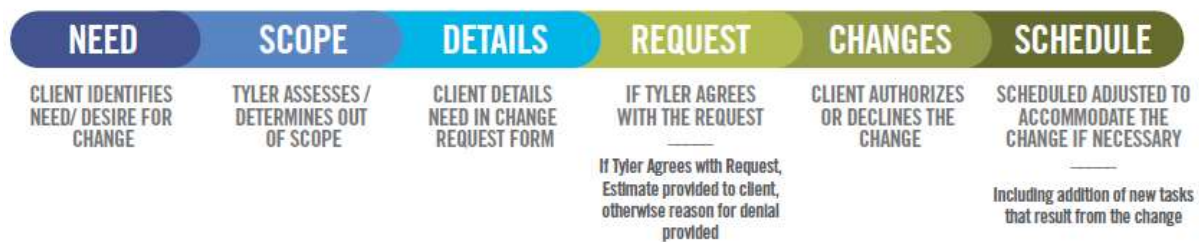
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to City; for example, 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 City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

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 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 client 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 particular 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 City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at City, but are roles defined within the Project. It is common for individual resources on both the Tyler and client 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 Sponsor

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 in order 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 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 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 client, the Tyler Project Manager provides regular updates to the client 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 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 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 City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to City any items that may impact the outcomes of the Project.
- Collaborates with 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 City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both City and Tyler, in understanding the goals, objectives, current 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 City through software validation process following configuration.
- Assists during Go-Live process and provides support until City transitions to Client Services.
- Facilitates training sessions and discussions with 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, in order 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 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 as a whole 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

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. City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When 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 client project manager(s) are responsible for reporting to client 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 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 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 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 in order 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 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 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 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 City's legacy system per the conversion schedule set forth in the project schedule.
- Client-hosted:
 - Involved in infrastructure planning/review
 - Purchases and sets up client-hosted servers

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 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.



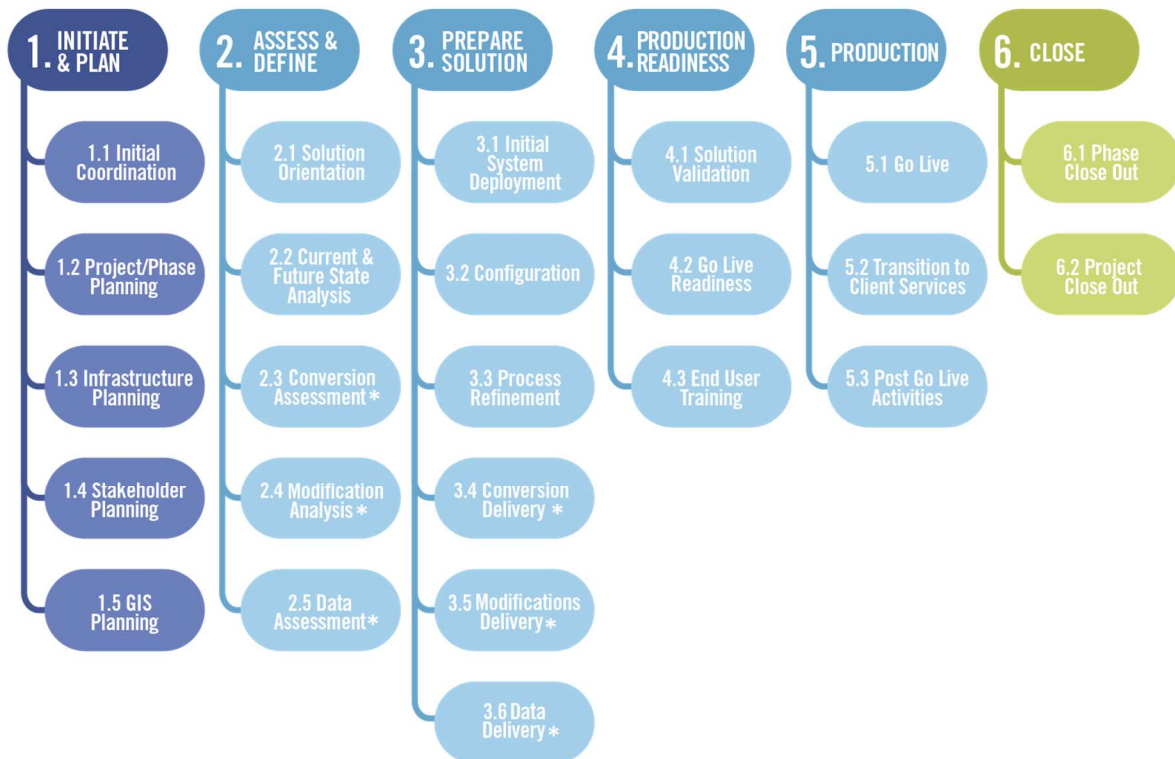
Part 3: Project Plan

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 City.

Work Breakdown Structure (WBS)



**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 “Intentionally Left Blank” 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 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. 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 City's team. During this step, Tyler will work with 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 client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
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						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to 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	Completed 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 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 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 client 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								Client								
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 on-premise deployment models. In an On-premise deployment, the City will be responsible for the setup of the infrastructure. Tyler will install Licensed Software on application server(s) or train City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

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

STAGE 1	Infrastructure Planning																
	Tyler								Client								
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 Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

Work package assumptions:

- City will maintain environment (or virtual environment) for On-Premise deployments.

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								Client								
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 Intentionally left blank.

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 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. 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 City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
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.

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 client'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							Client									
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
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	Client 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.
- City is responsible for any documentation of current state business processes.
- Client is able to 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																
	Tyler								Client								
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
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client 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 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 Intentionally left blank.

6.2.5 Intentionally left blank.

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 client 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:

- City's hardware is available and set up appropriately to meet Tyler's requirements.
- All licensed software is installed and operational.
- City is able to access the software.

STAGE 3	Initial System Deployment (On-Premise)																
	Tyler							Client									
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
Review Purchased Hardware			A				R				I						C
Setup/Prepare Hardware for Deployment for Included Environments			I				C				A						R
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C



Install Licensed Software on Client Devices (if applicable)			I				C											R
Tyler System Administration Training (if applicable)			A				R				I							C

Inputs	Hardware is Procured and Made Available to Tyler
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

On-Premise:

- The City has procured sufficient hardware by the agreed upon timeline.
- The procured hardware and software meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the use of Licensed Software if the City does not meet minimum standards of Tyler's published specifications.
- The City has in place and keeps up to date all hardware, software, and technical infrastructure necessary to support the solution.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	Client



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 configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client 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	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. 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. City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that 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								Client								
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 (Client 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 client-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 client-specific process documentation (completed by City)	

Work package assumptions:

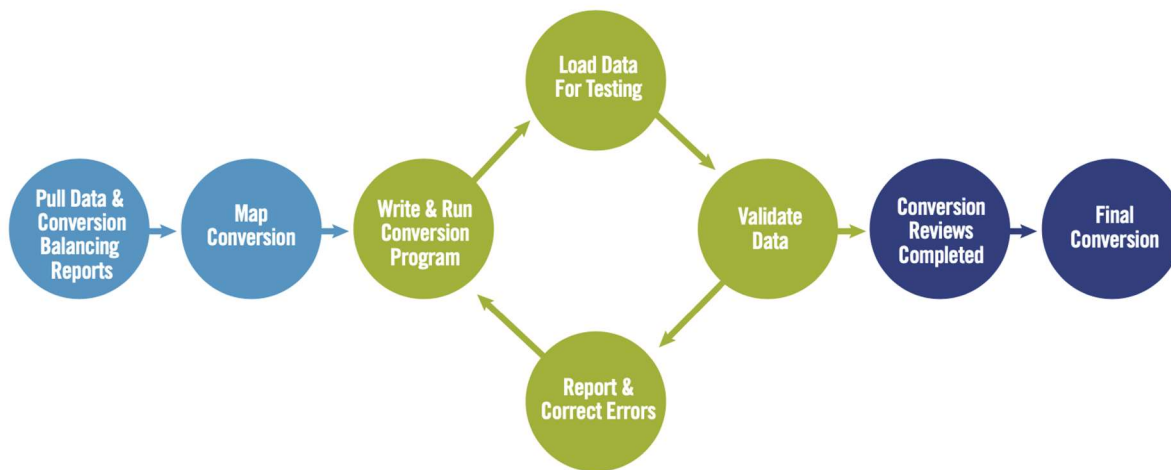
- None



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								Client								
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	N/A
	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 Intentionally left blank.

6.3.6 Intentionally left blank.

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 client 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 client 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 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 City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Client								
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
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 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 client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and 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								Client								
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 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.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client 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.
- City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
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 (Client-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 City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- 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 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 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 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, City and Tyler will complete work assigned to prepare for Go-Live.

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, City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with City during Go-Live activities. 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.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Client									
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
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	Client confirms data is available in production environment

Work package assumptions:

- 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 Client 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.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.



- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

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 City onto the Tyler Client Services team, who provides City with assistance following Go-Live, officially transitioning City to operations and maintenance.

Objectives:

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

STAGE 5	Transition to Client Services														
	Tyler								Client						
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
Transfer client 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
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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								Client								
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
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. 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 City for systems implemented in the Phase.

Objectives:

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

STAGE 6	Phase Close Out																
	Tyler								Client								
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	Client
	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 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 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								Client								
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	Client 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 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 number of 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 in order 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, 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 City to make process changes.
- 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 Client 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 client 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 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.
- 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.
- City makes timely Project related decisions in order 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.
- City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- 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.
- City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with City representatives to identify business rules before writing the conversion. 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 client 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.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- 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.
- 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 Incode Utility Billing Conversion Summary

9.1.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

9.1.2 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

9.2 Incode Financials Conversion Summary

9.2.1 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 client 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 client is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JE's from Excel.

9.2.2 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 client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.



9.2.3 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 client 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.



10. Additional Appendices

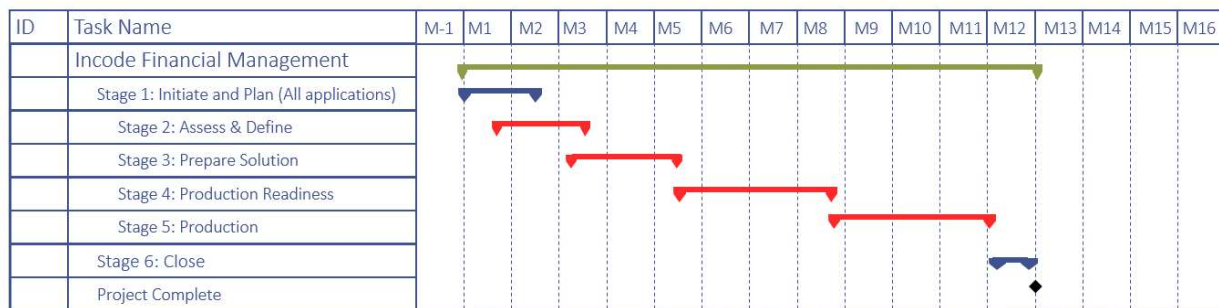
10.1 Intentionally left blank.

11. Project Timeline

11.1 Incode Financial Management Timeline



Implementation Schedule: Incode Financial Management Implementation

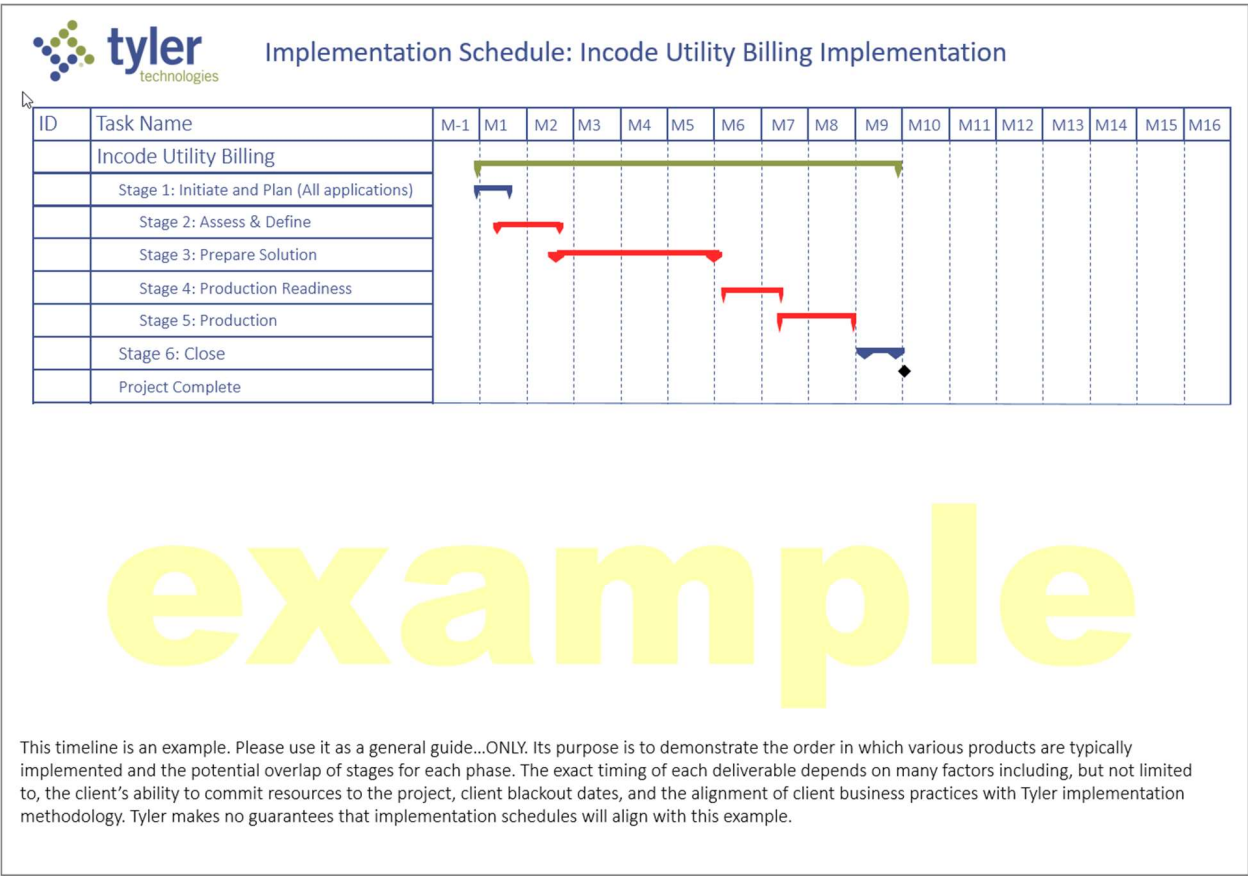


example

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 Incode Utility Billing Timeline



11.3 Intentionally left blank.



RESOLUTION # 2021-R-31

WHEREAS, the official ballot, containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the Manvel City Council wishes to cast its votes thereon;

NOW, THEREFORE, BE IT RESOLVED the Manvel City Council does hereby determine and cast its votes for the candidates for the Board of Directors of the Brazoria County Appraisal District as follows:

“see attached exhibit”

BE IT FURTHER RESOLVED that the official ballot be marked in accordance with this resolution and returned to the Chief Appraiser of the Brazoria County Appraisal District with a copy of this resolution attached hereto prior to December 15, 2021.

PASSED, APPROVED, AND RESOLVED this _____ day of _____ 2021.

Debra Davison
Mayor

ATTEST:

Tammy Bell, City Secretary

**BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS ELECTION 2022-2023**

OFFICIAL BALLOT

<u>NOMINATIONS/CANDIDATES</u>		<u>VOTE(S) CAST</u>
1.	<u>Bobby Brown</u>	1. _____
2.	<u>Wil Kennedy</u>	2. _____
3.	<u>Tommy King</u>	3. _____
4.	<u>Arnetta Murray</u>	4. _____
5.	<u>Bobby Jo Newell</u>	5. _____
6.	<u>Gail Robinson</u>	6. _____
7.	<u>George Sandars</u>	7. _____
8.	<u>Susan Spoor</u>	8. _____

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: _____

VOTES ENTITLED TO: _____

VOTES CAST: _____

BRAZORIA COUNTY APPRAISAL DISTRICT

MEMBERS OF THE BOARD

Kristin Bulanek
Tommy King
Gail Robinson
Glenn Salyer
George Sandars
Susan Spoor

CHIEF APPRAISER

Al Baird
500 N. Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

October 21, 2021

Mr. Kyle Jung
City Manager of Manvel
PO Box 187
Manvel, TX 77578

Dear Mr. Jung,

Thirty-four voting taxing units were entitled to submit by written resolution, nominations to fill the five-member board of directors of the Brazoria County Appraisal District. **Attached is the official ballot with the nominations we received.**

CITY OF MANVEL IS ENTITLED TO CAST 31 VOTE(S). *

Each voting unit must vote by **Written Resolution** and submit it to the chief appraiser before **December 15, 2021**. The governing body of the taxing unit may cast all its votes for one candidate or distribute the votes among any number of candidates. When you add the column of your votes, your total should not be greater than your allotted number.

A voting unit must cast its votes for a person nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes cast for someone not listed on the official ballot.

Please complete the ballot and return to Al Baird, Chief Appraiser, 500 North Chenango, Angleton, Texas 77515, **along with a Written Resolution** before **December 15, 2021**. If you have any questions about the format of your resolution or any other matter, give me a call immediately.

It is important that you return your **Ballot and Resolution** to the chief appraiser before **December 15, 2021**, so that we may count the votes, declare the winners, and notify all taxing units and candidates of the results.

Sincerely,



Al Baird
Chief Appraiser

AB/td
Enclosure

RESOLUTION NO. 2021-R-32

A RESOLUTION APPROVING AN INTERLOCAL PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY OF MANVEL AND GOODBUY PURCHASING COOPERATIVE; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE.

WHEREAS, the City of Manvel (hereinafter “Cooperative Member”) desires to participate in a purchasing cooperative program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (“Act”);

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative’s purchasing program will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in an Interlocal Participation Agreement (“Agreement”) for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services;

WHEREAS the Cooperative Member desires to appoint the City Manager and the Finance Director as the designated representatives who shall have express authority to represent and bind the Cooperative Member, and;

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

SECTION 1: The Manvel City Council authorizes its City Manager to execute the Interlocal Participation Agreement as attached hereto as “Exhibit A.”

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this _____, day of _____, 2021.

Debra Davison, Mayor
City of Manvel, Texas

ATTEST:

Tammy Bell
City Secretary

EXHIBIT A
Interlocal Participation Agreement for the
GoodBuy Purchasing Cooperative



Purchasing Program of the Education Service Center, Region 2

Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

The GoodBuy Purchasing Cooperative ("GoodBuy"), is a Purchasing Cooperative authorized by Tex. Gov't Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 ("Region 2 ESC"), a state agency, as authorized by Tex. Educ. Code ("TEC") §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

MEMBERSHIP

1. **Program Members.** Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member's governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. **Non-governmental Members.** In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. **Membership Term.** This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member's governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. **Termination of Membership.** Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.



Services Provided by GoodBuy:

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net.

Member Obligations:

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.



- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: City of Manvel

Program Member Designated GoodBuy representative(s):

Name: Kyle Jung

Title: City Manager

Email: kjung@cityofmanvel.com

Telephone: 281-489-0630

Facsimile: 281-489-0634

Contact Information: Chris Thomas

(Address) 20031 Highway 6

City: Manvel

State: Texas

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

GENERAL TERMS AND CONDITIONS

1. **Governing Law and Venue.** The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.
2. **Cooperation and Access.** The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.
3. **Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
4. **Legal Counsel.** The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
5. **Purchase Contracts.** The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.



6. No Warranty. The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.
7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.
8. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
9. Compliance with Procurement Laws. GoodBuy shall use its best efforts to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.
10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
14. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
15. **GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**



Purchasing Program of the Education Service Center, Region 2

16. Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

17. Representation of Authorization: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By: _____ Date: _____
GoodBuy Relations Representative, Region 2 ESC

Email: _____ Telephone: _____

Facsimile: _____

(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By: _____ Date: _____
(Signature of authorized representative of Program Member)

2022-2023 TCAP Board Ballot

BALLOT – 2022/2023 TCAP BOARD OF DIRECTORS

Instructions for Voting:

Only one ballot per member city/entity. The member representative is entitled to cast seven for the seven current positions. **PLEASE BE SURE THAT NO MORE THAN SEVEN CANDIDATES HAVE BEEN CHECKED!** **Ballots with more than seven cast votes will be rejected.** No more than one vote may be cast for the same nominee. Places 2, 4, and 6 will be filled by the three candidates in the high consumption (HC) category receiving the most votes. Place 8 will be filled by the candidate in the medium consumption (MC) category receiving the most votes. Place 10 will be filled by the candidate in the low consumption (LC) category receiving the most votes. Places 12 and 14 will be filled by the two candidates receiving the most votes but who were not elected to a particular consumption category. The exception to this rule is the requirement in TCAP Bylaws that stipulates the board of directors include at least one member from each of the four ERCOT zones (North, South, West, and Houston). Nominees who are incumbents (I) are noted on the ballot.

(Vote for seven)

Names were randomly drawn for ballot order

☐ Gary Broz, Edna – LC (I)	☐ David Esquivel, Tomball – MC (I)
☐ Darron Leiker, Wichita Falls – HC (I)	☐ Karen Manila, North Richland Hills, HC (I)
☐ Miles Risley, Corpus Christi – HC (I)	☐ Isom Cameron, DeSoto - MC
☐ William Linn, Kenedy - LC	☐ Roy Rodriguez, McAllen – HC (I)
☐ Courtney Alvarez, Kingsville – MC (I)	

Please complete and return by **5 p.m. C.S.T.,**

Thursday, December 30, 2021 to:

Janet DeVault, TCAP Secretary

15455 Dallas Parkway, Suite 600

Addison, TX 75001

or jdevault@tcaptx.com

You may also submit in person by 11:00 a.m. at the January 7, 2022, TCAP Annual Membership Meeting

Submitted by (MUST BE COMPLETED):

Printed Name

Signature

Member City/Entity:

Submit Ballot

2022/2023 TCAP Board Biographies

(alphabetical order)



Courtney Alvarez, City of Kingsville

Courtney Alvarez is the City Attorney for the City of Kingsville, Texas. She has served as a city attorney for Kingsville since 2000. She received a BBA in International Business and a BBA in Finance from the University of Texas in Austin. Courtney attended law school at the South Texas College of Law in Houston and interned at the Texas Supreme Court. Prior to her career in Kingsville, she worked at an insurance defense firm in Corpus Christi. She was involved with the South Texas Aggregation Project (STAP) from its creation in 2001 to its later merger with Cities Aggregation Power Project (CAPP) in 2011 to form TCAP. Courtney has served on the TCAP Board of Directors since its formation in 2011. She has been licensed to practice law in the State of Texas for over twenty-five years. Courtney is a member of several professional organizations which include the State Bar of Texas, the Texas Bar College, the Texas Municipal Courts Association, the International Municipal Lawyers Association, the Texas City Attorneys Association, and the Texas Bar Foundation. She currently serves as the TCAP President.



Gary Broz, City of Edna

Gary was born on September 15, 1955 in San Angelo, Texas. Gary and his siblings grew up in San Angelo. He graduated from Paint Rock High School. Gary went onto college in Sul Ross State University in Alpine, Texas where he graduated in 1977 with a bachelor's degree.

After school, came back home to the family farm and ranch. Mid 1980's were bad farming years. He went to work outside the family farm as General Manager at Paint Rock Wool Warehouse where they brokered wool, lamb feed lot, general store and automotive center.

In 1987, Gary went to work for the City of Brady. He began as Purchasing Agent moved up to Director of Public Works. He soon became Assistant to the City Manager, then Assistant City Manager and was promoted to City Manager in 1997.

After leaving Brady in November 2000 and accepted the position as City Manager in Port Lavaca where he worked there until November 2009. Gary and his wife moved to Liberty. He continued his career as City Manager in Liberty until retirement in 2018. After retiring, he and his wife, moved outside Columbus, Texas to start enjoying retirement. In July 2018, Gary was asked to be the City Manager in Eagle Lake, Texas where he worked until May 2019. The City of Edna proudly hired Gary to be their City Manager where he is now.

Gary has been married to Georgia for forty-one (41) years. They have two children. Their daughter, Shawna and her husband live in Ganado, Texas while son, Jonathan and grandson live in Port Lavaca, Texas.

2022/2023 TCAP Board Biographies

(alphabetical order)



Isom Cameron, City of DeSoto

Isom Cameron is the Deputy City Manager for the City of DeSoto. As Deputy City Manager, Isom oversees the following areas: Public Utilities, Development Services, Parks and Recreation, Environmental Health, Solid Waste Contractual Services, and various special projects. Additionally, Isom serves as the City Manager's liaison to the Fire Department, Southwest Regional 911 Communications Center, and Municipal Court.

Prior to becoming Deputy City Manager, Isom served as the City of DeSoto's Director of Public Utilities from 2010 to 2019 and as Water Superintendent from 2007 to 2010. Before joining the City of DeSoto, Isom spent 15 years with the City of Jackson, Mississippi in various capacities, including 6 years as Water Plant Operations Manager.

Isom earned a Bachelor of Business Administration Degree from Jackson State University and a Master of Business Administration Degree from the Richard DeVos School of Management at Northwood University. He is also a graduate of the National Forum for Black Public Administrators Executive Leadership Institute and an ICMA Credentialed Manager Candidate.



David Esquivel, PE City of Tomball

David Esquivel currently serves as City Manager for the City of Tomball. David previously served the City of Cleburne for 11 years in various capacities including Public Works director and Assistant City Manager. David came to the City of Tomball as the Public Works director and then served as the Assistant City Manager before the City Council appointed him as the City Manager in July 2021. David holds a Bachelor of Science degree in civil engineering from Texas Tech University and is a registered professional engineer. David has a wonderful wife, Brandilyn, and blessed with 3 terrific kids. Twin daughters Nadia and Sophia and a son Joaquin.



Darron Leiker, City of Wichita Falls

Darron Leiker has served as City Manager in Wichita Falls for 16 years. He oversees 1,240 employees and an annual budget of \$196 million. He was an Assistant City Manager here for three years before that. Darron has over 25 years of local government experience, in Texas and Kansas.

He has a Master of Public Administration degree and is a Credentialed City Manager by the International City Management Association (ICMA), a distinction held by less than 13% of members. Darron is also a graduate of the Senior Executive Institute at the University of Virginia.

2022/2023 TCAP Board Biographies

(alphabetical order)



William Linn, City of Kenedy

Mr. Linn is the current City Manager of Kenedy, Texas and a well-seasoned professional with a high overall acuity in addition to a high business and government acumen. The eldest grandson of a life-long public servant in Western Pennsylvania, Mr. Linn's grandfather during his lifetime was considered one of the most respected and influential political figures within Pennsylvania. From silently observing his grandfather's actions, Mr. Linn learned the art of politics and how to bring opposing sides together for the common good of all.

Mr. Linn attended Indiana University's Southeast campus in New Albany, Indiana where he earned his Bachelor of Science Degree in Business. After graduating with his Bachelor's Degree, Mr. Linn was accepted to several law schools where he intended to specialize in business and intellectual property law. However, due to law school strict non-work requirements for incoming first year students and weighing that against needing to support his family, Mr. Linn opted to forego a law degree and enrolled in Southern New Hampshire University where he earned his Master of Business Administration and Master of Science in Organizational Leadership degrees concurrently. In addition to his degrees, Mr. Linn is a Certified Fraud Examiner and a Certified Public Manager and is working to complete both the Lean Six Sigma Black Belt and Project Manager Professional Certifications.

Throughout Mr. Linn's career he has been a participant on a regional CDBG oversight board, a county water supply board, and various other advisory committees for both for-profit and non-profit organizations alike. Additionally, when Mr. Linn is not serving a Governing Body or Municipality, he is busy with his consulting business, ministry, writing, serving as CFO of his wife's coffee shop organization, and enjoying quality time with his family.

Mr. Linn and his wife have been married for over 23 years and have 5 children. Mr. Linn and his family are active within their church, and Mr. Linn's God appointed ministry has led him to preach and teach on a domestic and international level taking God's message to countries like Pakistan.



Karen Manila, City of North Richland Hills

Karen Manila is an Assistant City Manager for the City of North Richland Hills and oversees administrative / fiscal services for the City including budget, finance, information services, municipal court, human resources, legislative analysis, organizational analysis and mineral leasing for city property. She is the city's liaison for franchised utilities including electricity, telephone and gas and has oversight of the city's solid waste contract. Ms. Manila earned a bachelor's of business administration in management from the University of Texas at San Antonio and a master's in public administration from the University of North Texas. She joined the City of North Richland Hills in 1999 as the city's director of budget and research. Prior to this, Ms. Manila held positions with the City of Garland, Texas; the City of Kaufman, Texas and worked for several years in public accounting. She has been on the TCAP board of directors since 2011.

2022/2023 TCAP Board Biographies

(alphabetical order)



Miles Risley, City of Corpus Christi

Miles Risley has served as a director for TCAP since it was established at the beginning of 2011. He is currently President of TCAP. He has served as City Attorney for the cities of Victoria, Wichita Falls, and Corpus Christi. He has been involved in electricity regulation issues since 1994, when he became a municipal attorney in Victoria, Texas, and, in the following years represented Victoria to the Steering Committee of Cities served by Central Power & Light and the South Texas Aggregation Project, Inc. (STAP). In 2009, he became the City Attorney for Wichita Falls and represented it to the Cities Aggregation Power Project (CAPP) and the Oncor Cities Steering Committee. In 2014, he became the City Attorney for Corpus Christi. As a municipal attorney for more than 25 years, Mr. Risley has drafted numerous resolutions and ordinances relating to electric, gas, and other utility issues. He has also negotiated franchise agreements with electric, gas, cable, and telephone providers. In addition, he has lobbied legislators throughout the years on various issues.



Roy Rodriguez, City of McAllen

Since March 2014, Roel Roy Rodriguez, P.E., has served as City Manager for the City of McAllen. Reporting directly to the Mayor and City Commission, Mr. Rodriguez manages 35 departments including two international ports of entry, an international airport, a municipal golf course, and the Convention Center District and has direct oversight over the City's \$197 million operating budget.

Mr. Rodriguez has over 30 years' experience managing diverse fiscal, environmental and community areas. He previously served as General Manager for the McAllen Public Utility where he oversaw all water and wastewater operations, including a capacity of 59 million gallons of treated water per day and growing. He previously worked as the City Engineer, Assistant City Manager and City Manager in Harlingen; the City Engineer in Weslaco; Jefferson County Engineer in Texas; and as Area Engineer in Oklahoma.

Mr. Rodriguez has a Bachelor of Science in Civil Engineering from Texas A&I University and a Master of Public Administration from the University of Texas - Pan American.

He served on the Texas Municipal Retirement System (TMRS) Board of Trustees from 2005 to 2018, to which he was appointed by Governor Rick Perry in 2005. He was also appointed by Governor Rick Perry in 2009 to serve on the Rio Grande Regional Water Authority.

Mr. Rodriguez is a member of the engineering advisory council at the University of Texas Rio Grande Valley as well as South Texas College. He also serves on the Public Administration Advisory Council at South Texas College and the Texas A&M University Kingsville College of Engineering Dean's Advisory Board. He is a member of the Texas City Manager Association and the American Society of Civil Engineers.

EIGHTH AMENDMENT TO DEVELOPMENT AGREEMENT

This EIGHTH AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment"), is made and entered into as of _____, 20____, by and between the CITY OF MANVEL, TEXAS, a municipal corporation and home rule city of the State of Texas (the "City"), MC288 LLC, a Texas limited liability company and POMONA INVESTMENT, LLC, a limited liability company (collectively, the "Developer"), BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 39, and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 40, each a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution (together, the "Districts").

RECITALS

WHEREAS, the City and Land Development Company, Ltd., entered into that certain Development Agreement, dated March 13, 2006, and has been amended on September 9, 2013, January 26, 2015, March 1, 2016, August 22, 2016, June 4, 2018 December 16, 2019, and March 15, 2021 (as amended, the "Development Agreement"), relating to the development of land described therein (the "Land") located within the City's extraterritorial jurisdiction, and the creation of the Districts on the Land; and

WHEREAS, the Districts were created and have consented to the Development Agreement and have agreed to be bound by its terms; and

WHEREAS, Land Development Company, Ltd. has assigned its rights and obligations under the Development Agreement to the Developer; and

WHEREAS, the Developer, the City and the Districts wish to amend the Development Agreement as provided in this Amendment; now therefore

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the parties contract and agree as follows:

1. Definitions. Capitalized terms used in this Amendment shall have the meanings assigned to them in the Development Agreement, unless otherwise defined or the context clearly requires otherwise.
2. Amendment. The Development Agreement is hereby amended by amending Section 2.04 (f) to the Development Agreement:

“2.04 (f) Upon written request therefor from the City, the Developer agrees to provide to the City an approximately 4.5 acres in the locations specified on Exhibit A, updated and attached to this Amendment, free and clear of all liens, use, and the Developer and the Districts agree to include the site in the Districts’ master drainage plan.

The Developer agrees to cause the Districts to design and construct the water and sanitary sewer utilities in the road right-of-way or easements from the existing termination of the utilities to the Public Safety Site, as shown on Exhibit A.

3. Amendment. The Development Agreement is hereby amended by adding the following Section 2.06 to the Development Agreement:

“2.06. Croix Parkway Phasing Plan. The Developer acknowledges that the City’s ordinances and state law require platting for the subdivision of tracts and for development. As part of the platting process for the subdivision/development of tracts along Croix Parkway, the Developer must dedicate a certain amount of right-of-way and construct/escrow funds for Croix Parkway, to the extent required by the City’s ordinances and state law.

To allow Developer or District the opportunity to “phase” the dedication of the necessary rights-of-way and construct/escrow funds for Croix Parkway over time, and as consideration to satisfy any claim of rough proportionality, the City approves the Croix Parkway Phasing Plan, as attached as Exhibit B, and incorporated herein.

4. Amendment. The Development Agreement is hereby amended by adding the following Section 2.07 to the Development Agreement:

“2.07 Kirby Drive Phasing. The City agrees that the Developer or Districts may plat the portion of Kirby Drive south of the intersection of Pomona Section 24 and 27, and dedicate any necessary right-of-way (if any), but defer the construction of the roadway to the earlier of i) when the land to the south of the Pomona boundary is developed or ii) December 31, 2028. If by December 31, 2028, the land to the south of the Pomona boundary has not been developed, the Developer or Districts shall escrow the funds for this obligation or the Parties may agree to amend this Agreement to extend this obligation.”

5. Amendment. The Development Agreement is hereby amended by adding the following Section 4.07 to the Development Agreement:

"4.07 Park Utility Design. The Developer agrees to cause the Districts to design the water and sanitary sewer service lines to the City park bathroom facilities located at 4623 County Road 84, Manvel, Texas 77578. The Developer agrees to pay for the water and sanitary connection design of those park bathroom facilities. The Districts previously agreed to provide the City park with up to a maximum usage of two equivalent single family connections at no charge per the Fifth Amendment of the Development Agreement, recording information of Brazoria County recordation number 2018032351. The City is responsible for the construction, installation and maintenance of the water and sewer service lines to serve the park bathroom facilities as well as the costs to abandon and dispose of the existing septic facilities as needed."

6. Development Agreement. Except as specifically amended hereby, the Development Agreement remains in full force and effect in accordance with its terms.

Executed and approved, effective as of the date written above.

CITY OF MANVEL

ATTEST:

By: _____
Mayor

City Secretary

THE STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

This instrument was acknowledged before me on _____, 2021, by
_____, in her capacity as mayor of the City of Manvel, Texas.

Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

This instrument was acknowledged before me on _____, 2021, by
_____, in her capacity as city secretary of the City of Manvel, Texas.

Notary Public, State of Texas

(NOTARY SEAL)

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 39**

ATTEST:

By: _____
President

Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2021, by
_____, in the capacity as _____ and _____, in the capacity as
_____ of Brazoria County Municipal Utility District No. 39.

Notary Public, State of Texas

(NOTARY SEAL)

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 40**

ATTEST:

By: _____
President

Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2021, by
_____, in the capacity as _____ and _____ as the capacity as
_____ of Brazoria County Municipal Utility District No. 40.

Notary Public, State of Texas

(NOTARY SEAL)

MC288, LLC

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2021, by
_____, in the capacity as _____ of MC288, LLC, on behalf of said company.

Notary Public, State of Texas

(NOTARY SEAL)

Exhibit B
Croix Parkway Phasing Plan

DRAFT

Investment Report FY 2021 – Q4

As of September 30, 2021

The City of Manvel has funds in four institutions. One bank account (First State Bank) and three investment funds (Logic, TexPool, and TexSTAR). TexSTAR has four separate accounts (Debt, Enterprise, General, and 2019 CO Bond) which are linked to previous bond issues in order to track the amounts spent and remaining. The account through First State Bank offers no interest, so the City maintains minimal funds there for daily operations such as vendor payments and payroll disbursements.

The investments reported during this quarter comply with the City's investment policy as well as state codes. The primary goal for any investment officer is to maintain the safety of the principal invested by the entity. The goal of maximum interest yield is secondary. The City uses the average interest rate for a 91-day treasury bill throughout the quarter as a benchmark to measure the return on investments from the pools and financial institutions.

Diversifying funds is another goal for investment officers, but can really be considered an extension of the primary goal of protecting the funds invested by the City. The City's funds are currently allocated safely among the options listed. Riskier options that may provide more interest are available, but the City does not have the need to risk principal invested for the chance of returning a larger yield. The majority of the principal invested is located in the Logic account which has maintained the highest interest rate among the funds. Otherwise, the invested capital is spread fairly evenly. Other investment pool options may be explored for further diversity if needed.

In Q4 of 2021, the average interest rate for 91-day treasury bills increased from 0.0249% to 0.0496%. This marks a new quarter with interest rates increasing. The interest rates for the City's investments declined overall with the exception of the TexPool interest rate rising an immaterial amount. Most funds remain below the benchmark with Logic offering the best return during the quarter. At rates this low, falling slightly below the benchmark or rising slightly above it does not produce significant sums of interest yield.

The overall total for cash investments increased slightly in Q4 of 2021. Property tax collections are slowed during this portion of the year while spending usually remains constant or increases for the City during the months leading up to EOY.

All investment institutions used by the City are rated AAA by Standard & Poor's. Should those ratings fall, the City may decide to use alternative sources for investment and diversity.

ACCOUNT NAME	INSTITUTION		FY 21 - Q1	FY 21 - Q2	FY 21 - Q3	FY 21 - Q4	Prev Qtr	Investment
			As of 12-31-20	As of 3-31-21	As of 6-30-21	As of 9-30-21	Change	Avg Rate
Operating Account	First State Bank		\$3,597,826.53	\$3,116,864.16	\$2,482,361.72	\$2,500,716.41	\$18,354.69	0.0000%
General Fund	Logic		\$12,025,690.15	\$14,365,444.95	\$14,627,963.12	\$14,698,909.13	\$70,946.01	0.0424%
General	TexPool		\$440,110.89	\$440,162.10	\$440,175.39	\$440,200.83	\$25.44	0.0230%
2019 CO Bond Account	TexSTAR		\$297,276.44	\$297,304.17	\$297,311.79	\$297,319.17	\$7.38	0.0098%
Debt Account	TexSTAR		\$3,669,463.88	\$3,669,806.73	\$3,669,902.41	\$3,619,993.64	\$49,908.77	0.0100%
Enterprise Account	TexSTAR		\$3,590,021.00	\$3,590,356.39	\$3,590,449.60	\$3,590,539.92	\$90.32	0.0100%
General Funds Account	TexSTAR		\$4,156,770.15	\$4,157,158.52	\$4,157,266.72	\$4,157,371.60	\$104.88	0.0100%

Total Cash Investments

\$27,777,159.04

\$29,637,097.02

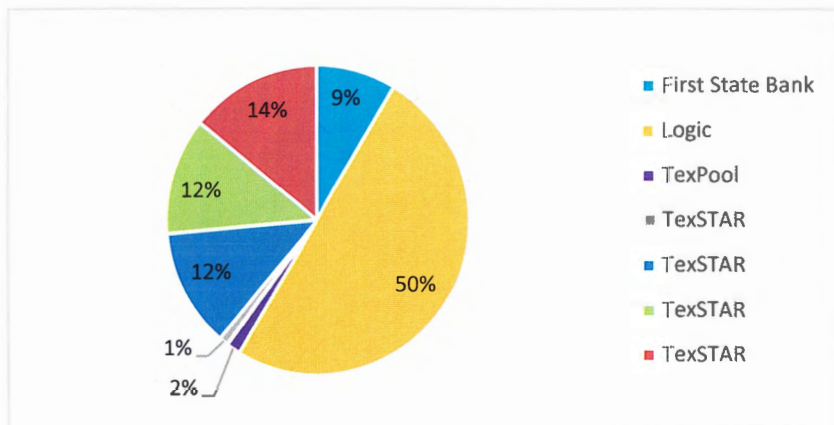
\$29,265,430.75

\$29,305,050.70

\$39,619.95

91 Day T-Bill Rate

0.0496%



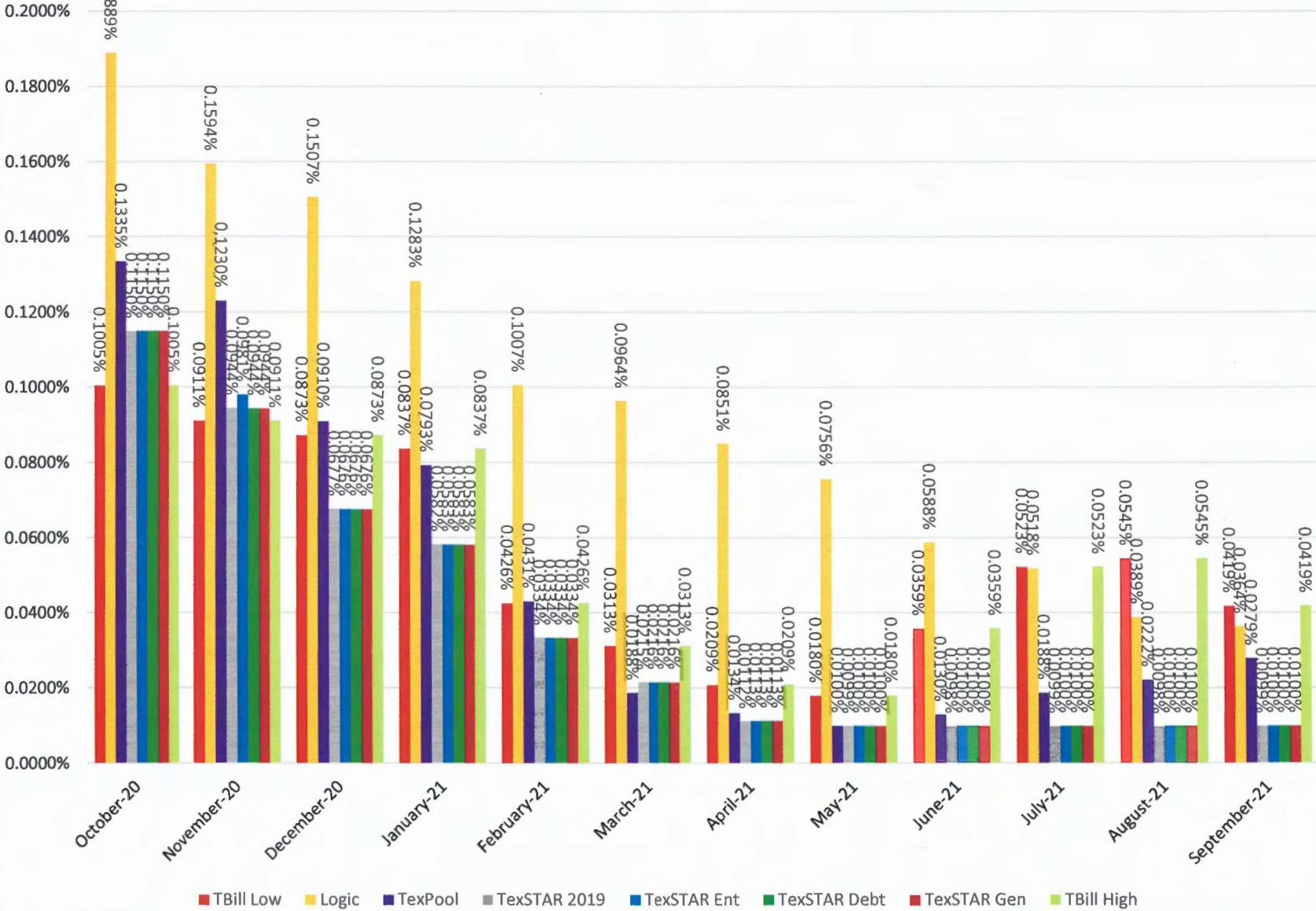
Brenda Derouen
Brenda Derouen, Investment Officer

Erin M. Bunyard
Erin Bunyard, Investment Officer

Christopher Thomas
Christopher Thomas, Investment Officer

The investment portfolio of the City of Marvel is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government Code.

Interest Rate Comparison





City of Manvel

P. O. Box 187
20025 HWY 6
Manvel, Texas 77578

(281) 489-0630
Fax (281) 489-0634

AGENDA REQUEST

REQUEST MUST BE MADE ACCORDING TO THE SUBMITTAL SCHEDULE

Meeting Requested: (Please check applicable meeting)

Planning, Development & Zoning	☒	City Council	☐	Both	☐
--------------------------------	-------------------------------------	--------------	--------------------------	------	--------------------------

Date of Request: November 22, 2021 PDZ

YOUR REQUEST WILL BE PLACED ON THE NEXT AVAILABLE MEETING DATE. MEETINGS ARE SECOND AND FOURTH MONDAYS FOR PLANNING, DEVELOPMENT & ZONING AND FIRST AND THIRD MONDAYS FOR CITY COUNCIL. THE AGENDAS ARE POSTED TO THE GENERAL PUBLIC AT MANVEL CITY HALL AND ON OUR WEBSITE AT www.cityofmanvel.com. THE AGENDA IS POSTED AND WILL REMAIN POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF THE MEETING. PLEASE CHECK THE BOARD FOR YOUR MEETING SCHEDULE. WE STRONGLY ENCOURAGE YOU TO ATTEND THE MEETING FOR QUESTIONS AND ANSWERS. IF YOU ARE UNABLE TO ATTEND ACTION MAY BE TABLED UNTIL THE FOLLOWING MEETING.

Person to Speak: Carol Redd, EHRA

Daytime Phone: 713-337-7511 Fax Number: N/A

E-mail Address: CRedd@ehrainc.com

Description of Request and Physical Address:

Consideration and possible action to approve and forward with recommendation
to City Council, Final Plat for Meridiana Section 39A, being a subdivision of 12.39 acres
out of the H.T. & B.R.R. Co.Survey, Section 61, A-282, City of Manvel, Brazoria County, Texas.

Plats:

Preliminary _____

Final x

ALL DOCUMENTATION AND FEES ASSOCIATED WITH THIS AGENDA REQUEST MUST BE SUBMITTED ACCORDING TO THE MEETING SUBMITTAL SCHEDULE WHICH CAN BE FOUND ON OUR WEBSITE. BY SIGNING THIS AGENDA REQUEST FORM I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGENDA REQUEST FORM.

Kwasi Bosompem Digitally signed by Kwasi Bosompem
Date: 2021.11.16 08:06:36 -06'00'

SIGNATURE

November 16, 2021

DATE



DEVELOPMENT SERVICES DEPARTMENT

20025 HIGHWAY 6
MANVEL, TX 77578
281-489-0630

Planning, Development and Zoning Commission Plat Report

Plat Name	Meridiana Section 39A Final Plat
Applicant	Carol Redd, EHRA, Inc.
PD&Z Meeting Date	November 22, 2021
Recommendation	Approval
Submitted By	Kwasi Bosompem, City Planner, Planning Division

Background

The Planning, Development and Zoning Commission recommended approval of this plat at their June 14, 2021, meeting. The City Council approved this plat on June 21, 2021. This plat was submitted again on October 25, 2021, due to changes in building lines.

Staff Recommendation

The City staff recommends approval for the Meridiana Section 39A Final Plat.



DEVELOPMENT SERVICES DEPARTMENT

20025 HIGHWAY 6
MANVEL, TX 77578
281-489-0630

Plat Exhibit

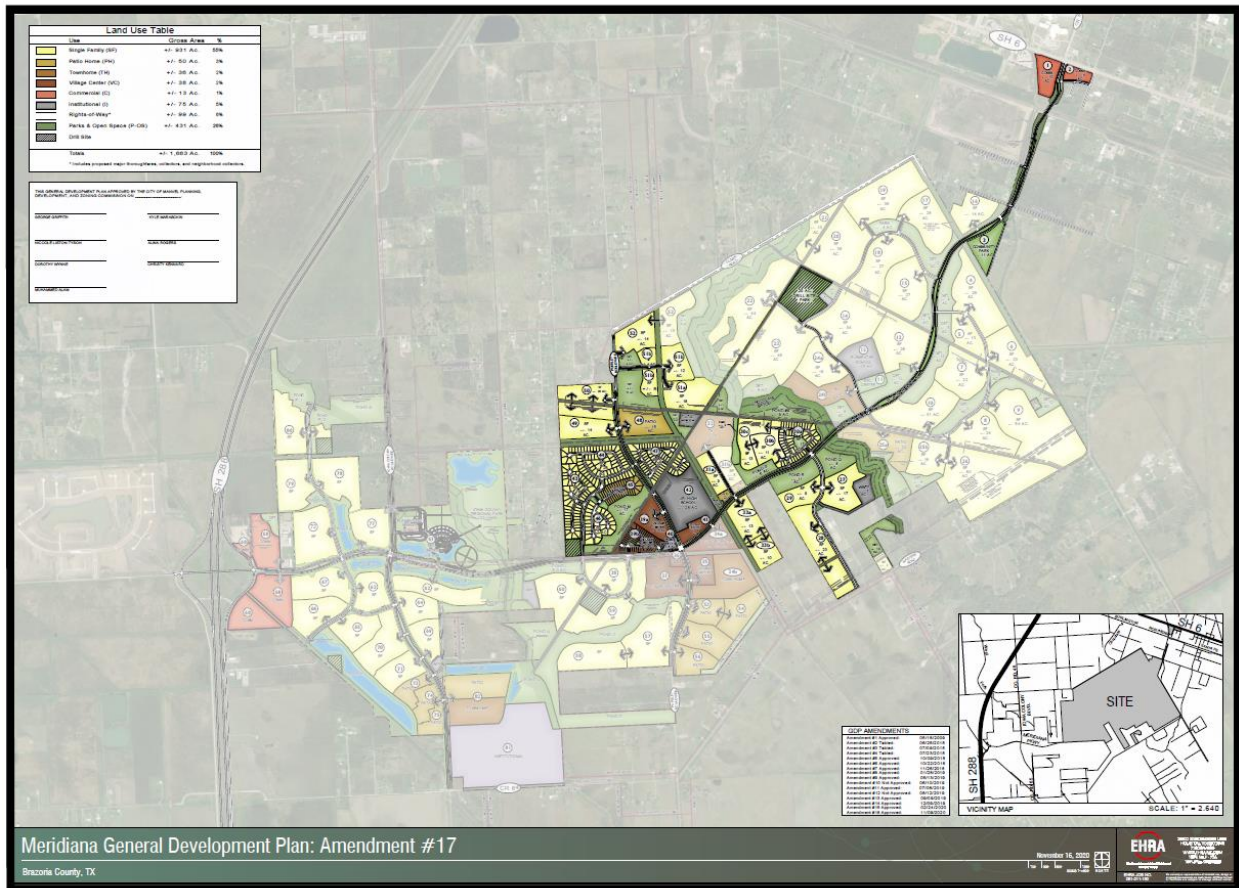


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DEVELOPMENT SERVICES DEPARTMENT
20025 HIGHWAY 6
MANVEL, TX 77578
281-489-0630

Meridiana General Development Plan Amendment No. 17



STATE OF TEXAS: ☒
COUNTY OF BRAZORIA: ☒

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, owner of the property subdivided in this plat, Meridiana Section 39A, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, Owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Section 39A where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized, this 2nd day of June, 2021.

OWNER
GR-M1, LTD., A Texas Limited Partnership
By: Rise Communities, LLC,
A Nevada Limited Liability Company,
Authorized Agent

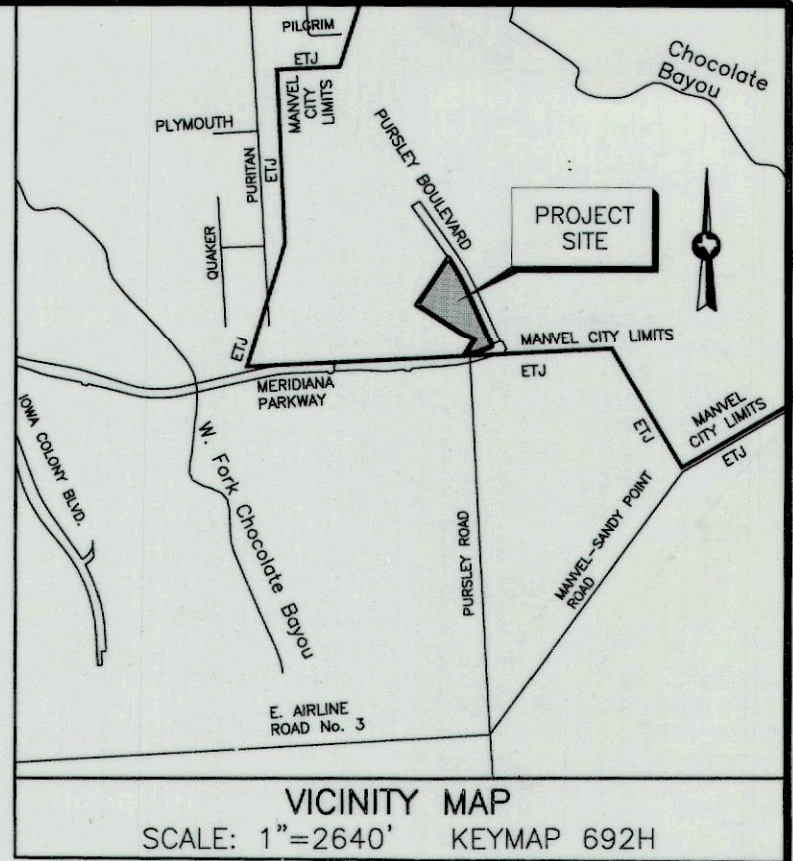
BY: nt
Print Name: Matt Lawson
Title: President

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E. 5/3/21 Date
President
Mark Roller 5/3/21 Date
Secretary/Treasurer
Kerry L. Osburn 5/3/21 Date
Vice President
Jarrod D. Aden, P.E., C.F.M. 5/3/21 Date
District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD 5 ID# B190005



BENCHMARK(S):

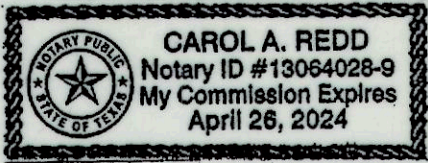
NGS MONUMENT # E 306 DISK FOUND IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

MINIMUM FINISH FLOOR ELEVATION	
BLOCK	ELEVATION
BLOCK 1	50.30'
BLOCK 2	50.30'

STATE OF TEXAS: ☒
COUNTY OF HARRIS: ☒

BEFORE ME, the undersigned authority, on this day personally appeared Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, 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 considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of June, 2021.



Notary Public in and for the
State of Texas
My Notary Commission Expires 4-26-2024

METES AND BOUNDS DESCRIPTION
MERIDIANA SECTION 39A
12.39 ACRES
H. T. & B. R.R. CO. SURVEY, SECTION 61, A-282
BRAZORIA COUNTY, TEXAS

A 12.39 ACRE TRACT OF LAND SITUATED IN THE H. T. & B. R.R. CO. SURVEY, SECTION NO. 61, A-282, BRAZORIA COUNTY, TEXAS, BEING OUT THAT CERTAIN TRACT CONVEYED TO GR-M1, LTD. CALLED 207.892 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. (B.C.C.F. No.) 2006037042; SAID 12.39 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

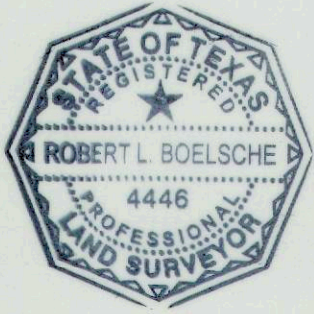
COMMENCING AT a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the southwesterly corner of the said called 207.892 acre tract being the southeasterly corner of Colony West (an unrecorded subdivision), same being the southwesterly corner of Reserve "C" of Meridiana Section 43 as recorded in Brazoria County Plat Records Number (B.C.P.R. No.) 2020024243;

THENCE, North 87°19'17" East, along the southerly line of said 207.892 acre tract for a distance of 2,195.04 feet to a point for corner, from which a 5/8-inch iron rod marking the southeasterly corner of said 207.892 acre tract bears N 87°19'17" E, a distance of 1,902.76 feet;

THENCE, North 02°40'43" West, for a distance of 17.67 feet to the POINT OF BEGINNING of the herein described tract;

- 1) THENCE, North 33°20'49" East, for a distance of 260.46 feet to a 3/4-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 2) THENCE, North 66°27'02" West, for a distance of 194.15 feet to a 3/4-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 3) THENCE, North 56°39'11" West, for a distance of 714.45 feet to a 3/4-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the southeasterly line of Meridiana Detention Pond M a plat as recorded under Brazoria County Plat Records No. (B.C.P.R. No.) 2020024437;
- 4) THENCE, North 33°20'49" East, along the southeasterly line of said Meridiana Detention Pond M, for a distance of 764.30 feet to a 3/4-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found in the common corner of Meridiana Detention Pond M and Pursley Boulevard (120 foot wide) a plat as recorded under B.C.P.R. No. 2020024856;
- 5) THENCE, South 34°35'49" East, along the southwesterly right-of-way line of said Pursley Boulevard, for a distance of 61.61 feet to a 3/4-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for curvature to the right;
- 6) THENCE, continuing along the southwesterly right-of-way line of said Pursley Boulevard, in a southeasterly direction along the arc of said curve to the right having a radius of 2,440.00 feet, a central angle of 10°13'27", an arc length of 435.41 feet, and a chord bearing of South 29°29'09" East, for a distance of 434.83 feet to a 3/4-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 7) THENCE, South 24°22'22" East, continuing along the southwesterly right-of-way line of said Pursley Boulevard for a distance of 831.20 feet to a 3/4-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for curvature to the right in the northerly right-of-way line of Meridiana Parkway East (variable width) a plat as recorded under B.C.P.R. No. 2020024860;
- 8) THENCE, along the northerly right-of-way line of said Meridiana Parkway East, in a southwesterly direction along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 92°32'38", an arc length of 40.38 feet, and a chord bearing of South 21°53'57" West, for a distance of 36.13 feet to a 3/4-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for compound curve to the right;
- 9) THENCE, continuing along the northerly right-of-way line of said Meridiana Parkway East, in a southwesterly direction along the arc of said compound curve to the right having a radius of 1,940.00 feet, a central angle of 11°18'22", an arc length of 382.81 feet, and a chord bearing of South 73°49'27" West, for a distance of 382.19 feet to the POINT OF BEGINNING and containing 12.39 acres of land.

I, Robert Boelsche, a Registered Professional Land Surveyor of the State of Texas, hereby certify that this subdivision is true and correct; was prepared from an actual boundary survey of the property made on the ground under my supervision according to the standards of practice of the Texas Board of Professional Land Surveyors; that the plat boundary corners have been tied to the nearest street intersection; that the boundary corners, angle points, points of curvature/tangency and interior corners of this subdivision were not set at the time this plat was signed by me and that these corners are to be set after construction of the public infrastructure and final lot grading within the subdivision; and that all previously existing property markers are sufficiently described on this document as found and all set markers are a minimum of 5/8-inch diameter iron rod with surveyor's cap.



Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has recommended approval of this plat of MERIDIANA SECTION 39A in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this 2nd day of June, 2021.

Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this plat of MERIDIANA SECTION 39A in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this 2nd day of June, 2021.

City Council

FINAL PLAT MERIDIANA SECTION 39A

BEING A SUBDIVISION OF 12.39 ACRES OUT OF
THE H. T. & B. R.R. CO. SURVEY,
SECTION 61, A-282,
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

66 LOTS 2 BLOCKS 8 RESERVES (3.1027 ACRES)

OWNER

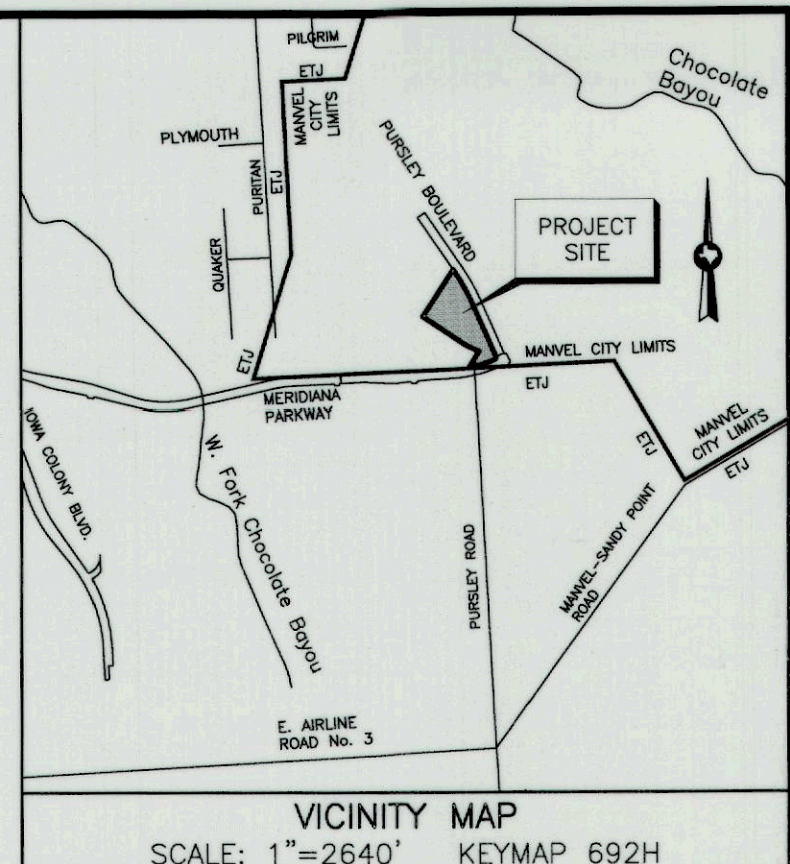
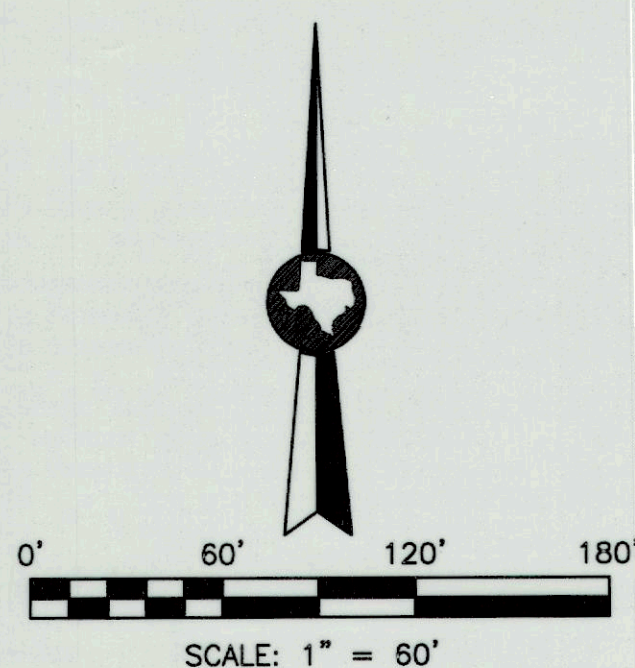
GR-M1, LTD.
A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, SUITE 100
KATY, TEXAS 77493
PH (832) 437-7863

November 12, 2021

ENGINEER/SURVEYOR



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINCO.COM
TBPE No. F-726
TBPELS No. 10092300



MINIMUM FINISH FLOOR ELEVATION	
BLOCK	ELEVATION
BLOCK 1	50.30'
BLOCK 2	50.30'

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

ALVIN I.S.D.
JUNIOR HIGH
SCHOOL SITE NO. 8
B.C.P.R. NO. 2019009008

LOT SIZE TABLE

Block	Lot	Sq. Feet	Lot	Width
1	1	5,154	39.07	
1	2	5,757	36.33	
1	3	5,543	30.48	
1	4	6,708	30.86	
1	5	4,597	29.97	
1	6	3,583	31.18	
1	7	4,134	35.95	
1	8	5,038	35.00	
1	9	5,486	28.07	
1	10	4,339	25.0	
1	11	6,126	40.26	
1	12	5,516	36.48	
1	13	4,539	36.79	
1	14	4,857	37.43	
1	15	6,572	35.60	
1	16	3,550	28.01	
1	17	4,069	28.73	
1	18	4,458	28.01	
1	19	3,845	28.73	
1	20	3,263	28.01	
1	21	3,419	28.00	
1	22	3,220	28.00	
1	23	3,220	28.00	
1	24	3,220	28.00	
1	25	3,220	28.00	
1	26	3,220	28.00	
1	27	3,220	28.00	
1	28	3,220	28.00	
1	29	3,220	28.00	
1	30	3,220	28.00	
1	31	3,220	28.00	
1	32	3,403	28.00	
1	33	3,258	28.01	
1	34	3,597	27.92	
1	35	3,375	28.38	
1	36	8,528	41.47	
1	37	16,011	46.67	
1	38	5,892	31.57	
1	39	3,888	28.11	
1	40	4,109	27.97	
1	41	4,126	27.57	
1	42	3,960	28.00	
1	43	3,826	28.00	
1	44	3,826	28.00	
1	45	3,826	28.00	
1	46	3,826	28.00	
1	47	3,826	28.00	
1	48	3,826	28.00	
1	49	3,826	28.00	
1	50	3,826	28.00	
1	51	3,826	28.00	
1	52	5,273	28.05	
1	53	10,508	38.53	
1	54	5,828	33.38	
1	55	4,563	41.41	
1	56	4,113	37.00	
1	57	5,706	23.00	
1	58	5,170	28.00	
2	1	4,372	28.00	
2	2	3,320	28.00	
2	3	3,311	28.02	
2	4	3,175	33.43	
2	5	3,160	33.00	
2	6	3,220	28.00	
2	7	3,220	28.00	
2	8	4,235	28.00	

MERIDIANA
NORTHEAST VILLAGE CENTER
B.C.P.R. NO. _____

CALLLED 207,892 AC.
GR-M1, Ltd.
B.C.C.F. NO. 2005037042
Fnd. 5/8" I.R.
CALLLED 120.58 AC.
GR-M1, Ltd.
B.C.C.F. NO. 2005048994

FINAL PLAT

MERIDIANA SECTION 39A

BEING A SUBDIVISION OF 12.39 ACRES OUT OF
THE H. T. & B. R.R. CO. SURVEY,
SECTION 61, A-282,
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

66 LOTS 2 BLOCKS 8 RESERVES (3.1027 ACRES)

OWNER

GR-M1, LTD.
A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, SUITE 100
KATY, TEXAS 77493
PH (832) 437-7863

November 12, 2021

ENGINEER/SURVEYOR

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINCO.COM
TBPE No. F-726
TBPELS No. 10092300

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2440.00	107.322°	435.41	S 29°29'06" E	434.83
C2	25.00	92°32'58"	40.38	S 21°53'57" W	36.13
C3	1940.00	11°18'22"	382.81	S 73°49'27" W	382.19
C4	600.00	21°01'30"	220.17	N 67°09'57" W	218.94
C5	500.00	5°44'21"	50.08	N 30°28'38" E	50.08
C6	300.00	35°13'03"	184.40	S 39°02'40" E	181.51
C8	100.00	54°45'57"	95.61	S 05°57'20" W	92.01
C9	500.00	1°13'33"	101.02	N 59°43'13" E	100.85
C10	25.00	90°07'08"	39.32	N 69°25'56" W	35.39
C11	460.00	10°30'42"	84.39	S 60°15'09" W	84.27
C12	25.00	80°20'56"	35.05	S 1°49'20" W	32.28
C13	325.00	3°55'00"	22.22	S 2°23'38" E	22.21
C14	125.00	54°46'57"	119.52	S 05°57'20" W	115.02
C15	25.00	90°00'00"	39.27	S 11°39'11" E	35.36
C16	375.00	19°40'03"	158.74	S 64°33'43" E	158.24
C17	25.00	72°42'48"	31.73	N 71°10'22" E	29.64
C18	60.00	282°44'20"	296.08	S 03°48'53" E	74.92
C19	25.00	3°23'57"	14.59	N 59°09'41" W	14.39
C20	525.00	19°13'28"	209.71	N 66°15'55" W	208.72
C21	525.00	5°44'21"	52.59	N 53°47'01" W	52.57
C22	25.00	21°02'22"	9.18	N 38°07'39" E	9.13
C23	50.00	120°56'02"	105.24	N 11°39'11" E	85.86
C24	25.00	21°02'22"	9.18	N 38°07'39" E	9.13
C25	525.00	5°44'21"	52.59	N 30°28'38" E	52.57
C26	60.00	259°50'09"	272.10	S 16°44'07" E	92.04
C27	25.00	78°50'09"	34.83	S 73°15'53" W	32.08
C28	25.00	90°00'00"	39.27	S 11°39'11" E	35.36
C29	325.00	9°53'33"	56.11	S 51°42'25" E	56.04
C30	25.00	78°23'06"	34.25	S 86°00'11" E	31.63
C31	540.00	10°45'14"	101.35	N 60°07'53" E	101.20
C32	25.00	91°32'32"	39.94	N 19°44'14" E	35.83
C33	275.00	35°13'03"	169.03	S 38°02'40" E	166.38
C34	75.00	54°46'57"	71.71	S 05°57'20" W	69.01
C35	25.00	90°00'00"	39.27	S 78°20'49" W	35.36
C36	475.00	5°44'21"	47.58	N 53°47'01" W	47.58
C37	25.00	78°31'18"	34.28	N 11°39'11" W	31.64
C38	475.00	5°44'21"	47.58	N 30°28'38" E	47.58
C39	25.00	90°00'00"	39.27	N 78°20'49" E	35.36

LINE	BEARING	DISTANCE
L1	S 34°35'49" E	61.61
L2	S 12°19'18" W	19.75
L3	N 7°40'42" W	28.61
L4	N 78°20'49" E	25.83
L5	S 56°39'11" E	35.00
L6	N 53°55'57" E	35.82
L7	N 63°30'50" E	36.64
L8	N 06°09'57" E	29.29
L9	N 06°09'57" E	28.87
L10	N 07°12'26" E	51.95
L11	N 14°12'20" W	29.98
L12	S 89°22'24" W	59.04
L13	S 67°11'45" E	20.00
L14	S 41°10'15" W	22.77
L15	S 39°29'22" E	37.73
L16	S 78°38'53" W	21.50
L17	S 78°38'53" W	23.04
L18	N 11°21'07" W	51.00
L19	S 64°44'35" W	16.40
L20	N 33°20'49" E	24.43
L21	N 33°20'49" E	21.45
L22	N 67°32'10" E	16.92
L23	N 02°40'43" W	17.67
L24	S 81°36'13" E	22.06

OFF-STREET GUEST PARKING SPACES

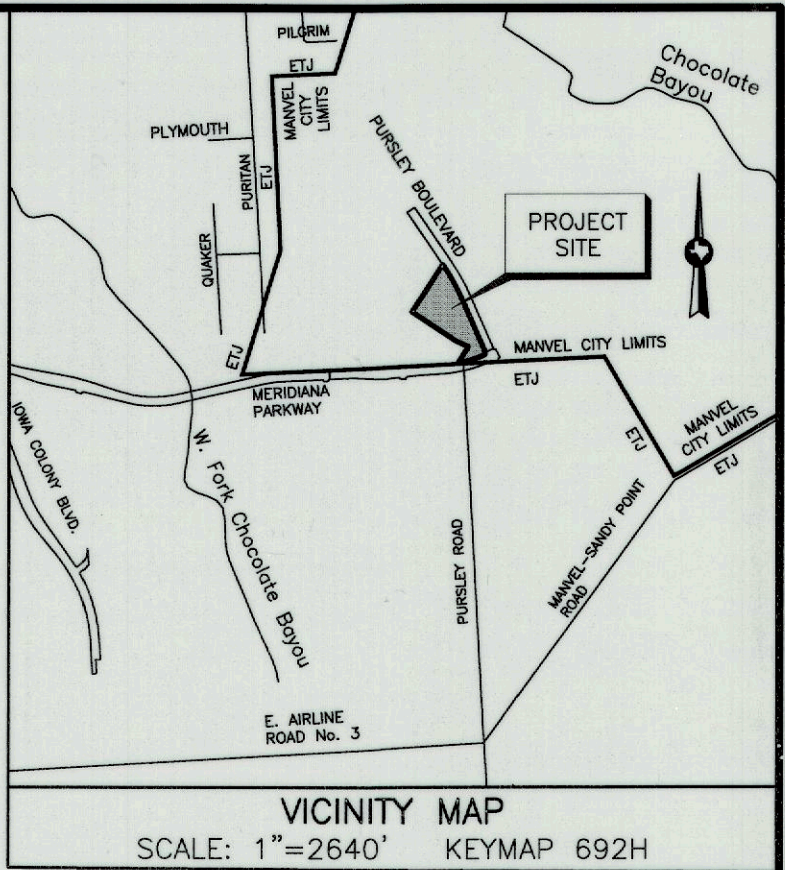
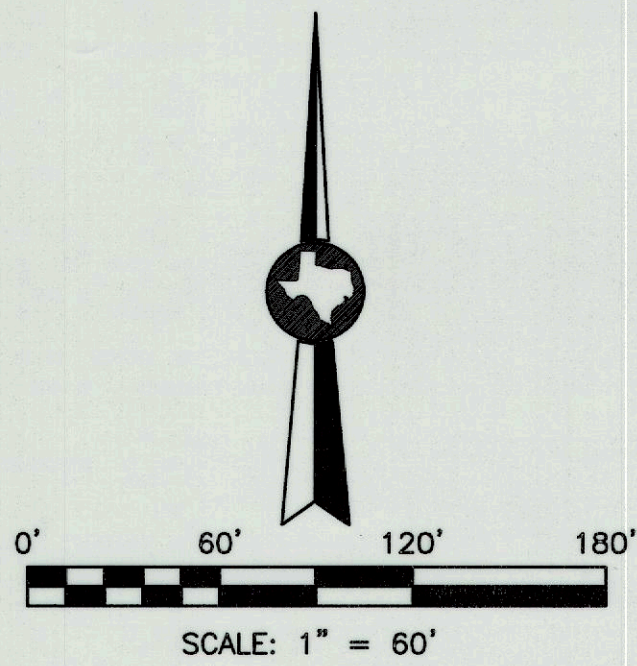
NO. OF PROPOSED LOTS	NO. OF GUEST SPACES REQUIRED	NO. OF GUEST SPACES PROVIDED
66	16.5	17

RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	19,673 SQ.FT. / 0.4516 ACRES
B	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	23,949 SQ.FT. / 0.5498 ACRES
C	PARKING	1,430 SQ.FT. / 0.0328 ACRES
D	LANDSCAPE, OPEN SPACE AND UTILITY PURPOSES	1,150 SQ.FT. / 0.0264 ACRES
E	LANDSCAPE, OPEN SPACE, RECREATION AND UTILITY PURPOSES	20,410 SQ.FT. / 0.4685 ACRES
F	PARKING	1,632 SQ.FT. / 0.0375 ACRES
G	PARKING	1,259 SQ.FT. / 0.0289 ACRES
H	PUBLIC SAFETY PURPOSES	65,854 SQ.FT. / 1.5072 ACRES
TOTAL		135,157 SQ.FT. / 3.1027 ACRES

GENERAL NOTES:

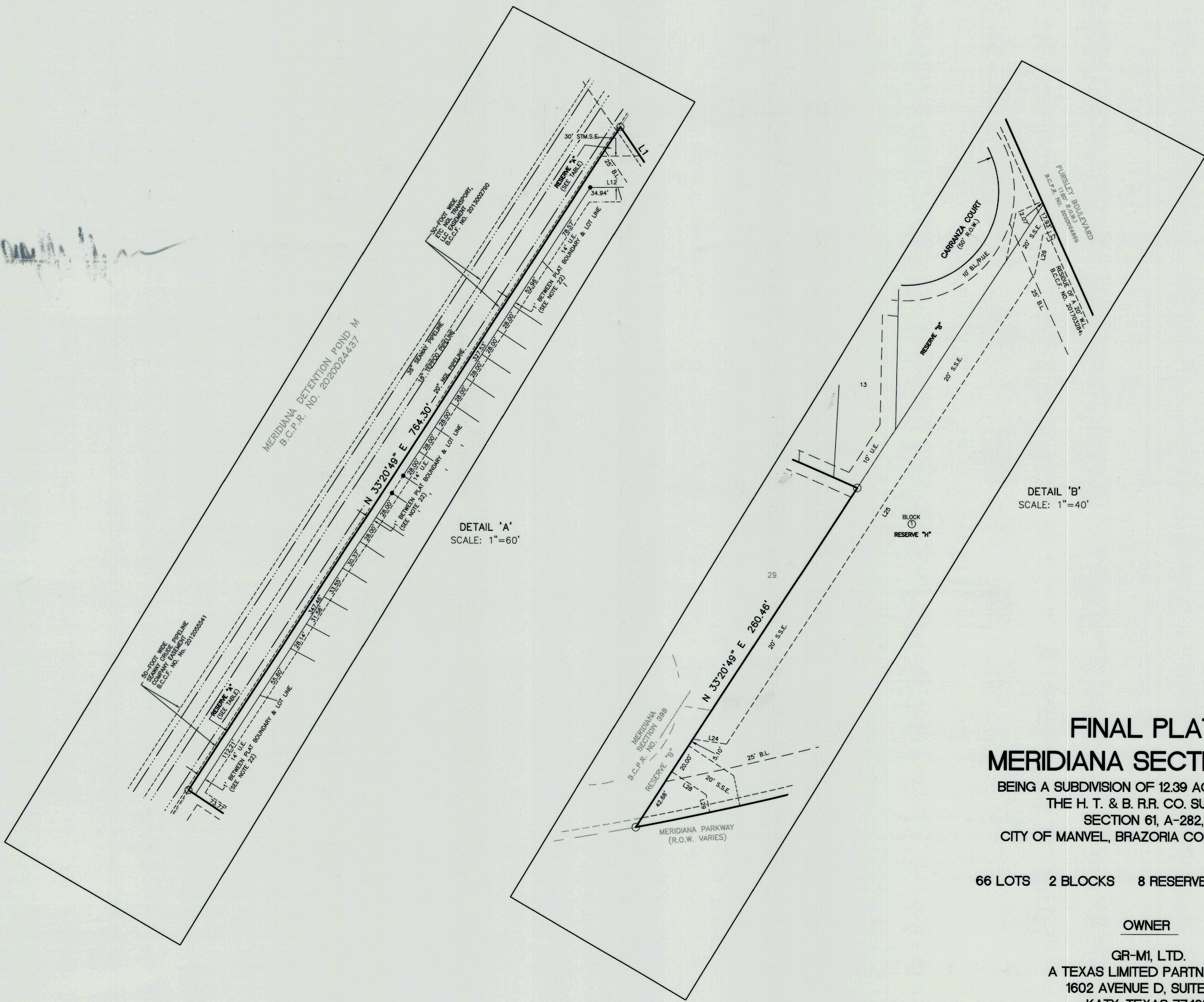
- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986742185.
- All boundary corners for the plat shown hereon are set 3/4-inch iron rods with cap stamped "E.H.R.A. 713-784-4500", unless otherwise noted.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, dated December 30, 2020, this property lies within unshaded "Zone X" (areas determined to be to be outside of 500-year floodplain)

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. NO. indicates Brazoria County Clerk's File Number.
B.C.P.R. indicates Brazoria County Plat Records.
B.L. indicates Building Line.
(F) indicates Found 3/4-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
P.O.B. indicates Point of Beginning
P.O.C. indicates Point of Commencing.
P.U.E. indicates Public Utility Easement.
R indicates Radius.
R.O.W. indicates Right-Of-Way.
SQ. FT. indicates Square Feet.
S.S.E. indicates Sanitary Sewer Easement.
STM.S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
W.L.E. indicates Water Line Easement.
— indicates Change of Street Name.
- The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 56, Alvin Independent School District, and Brazoria County Drainage District #5.
- Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of any fences, buildings, plantings, or other obstructions.
- The Developer/Homeowners' Association shall be responsible for maintenance of all reserves.
- The terms and conditions of Ordinance numbers 2009-0-03, 2009-0-04, and 2009-0-05 of the City of Manvel, Texas dated February 23, 2009, may affect this plat.
- All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009-0-04.
- No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62-2, as per Manvel Ordinance Sec. 62-116a.
- No residential, commercial, or industrial structures shall be permitted to be erected nearer than 150 feet from any oil or gas well or related facility other than structures necessary to operate the oil or gas well or facility, as per Manvel Ordinance Sec. 62-116b.
- No permit shall be issued by the city for the new construction or substantial improvement to any building, structure or improvement on a lot, tract, or parcel of land for which a plat has not been approved by the city and filed of record or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by the city for the construction or repair of any structure on a lot, tract, or parcel of land within a subdivision in which the required storm drainage improvements have not been constructed and the permanent public improvements have not been approved and accepted by the city. This Section applies to the placement or construction of a permitted structure, included manufactured homes as allowed in Chapter 38, Manufactured Housing, other city ordinances, or by State law.
- This final plat will expire two (2) years after final approval by City Council, if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by Council.
- A one-year maintenance bond in the amount of 100 percent of the total cost of the infrastructure improvements or a one-year letter of credit in the amount of 50 percent of the total cost of the infrastructure improvements shall be required for the public improvements being dedicated to the city.
- Building permits will not be issued until all storm drainage improvements, which may include detention ponds, have been constructed.
- The Development Regulations and City Permits of the City of Manvel are required on all property.
- Pipelines that cross this subdivision are being shown hereon.
- There is 0.47 acres of unencumbered open space within Reserve "E" of this plat.
- The boundary for this plat has a closure in excess of 1:15,000.
- Detention for this tract is to be provided within Detention Pond M of Meridiana (Meridiana Detention Reserve M).
- The drainage on adjacent property will not be impacted by this development.
- Reserve "A" extends along the entirety of the northwest boundary of this plat. This portion of Reserve "A" is a 1' wide buffer between the plat boundary and the back lot lines of Lots 37-53, Block 1.
- All Easements extend equidistant from either side of the property and lot lines unless otherwise noted.



BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

- Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.
- All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
- All property shall drain into the drainage easement only through an approved drainage structure.
- All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
- The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
- This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
- Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
- Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.
- All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
- Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
- Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
- Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).
- Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
- Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
- All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
- It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
- Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction, Sub-Section 1.5, Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.



Land Use Table

Use	Gross Area	%
Single Family (SF)	+/- 931 Ac.	55%
Patio Home (PH)	+/- 50 Ac.	3%
Townhome (TH)	+/- 36 Ac.	2%
Village Center (VC)	+/- 38 Ac.	2%
Commercial (C)	+/- 13 Ac.	1%
Institutional (I)	+/- 75 Ac.	5%
Rights-of-Way*	+/- 99 Ac.	6%
Parks & Open Space (P-OS)	+/- 431 Ac.	26%
Drill Site		
Totals	+/- 1,663 Ac.	100%

* Includes proposed major thoroughfares, collectors, and neighborhood collectors.

THIS GENERAL DEVELOPMENT PLAN APPROVED BY THE CITY OF MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION ON _____

GEORGE GRIFFITH

KYLE MARASCKIN

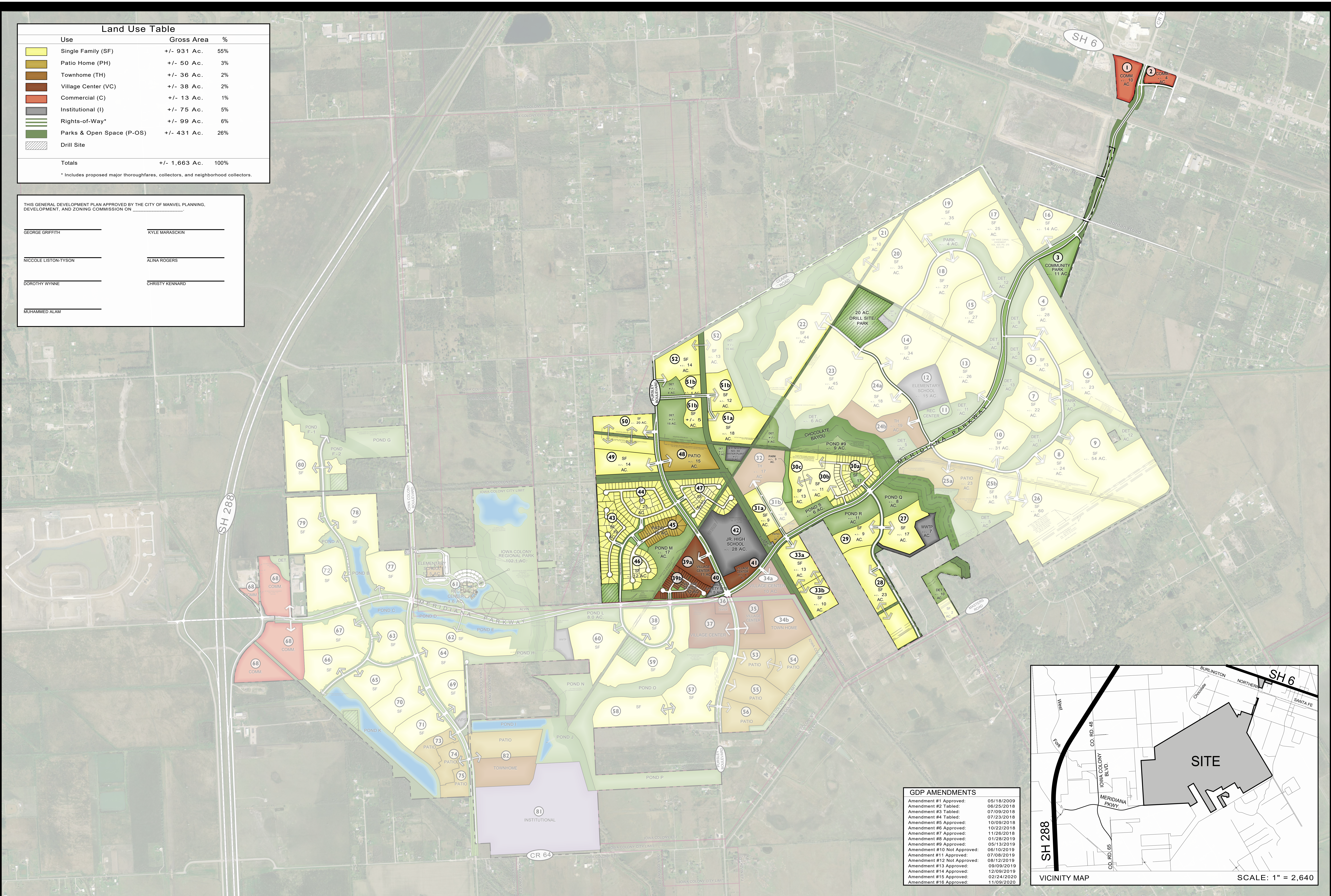
NICOLE LISTON-TYSON

ALINA ROGERS

DOROTHY WYNNE

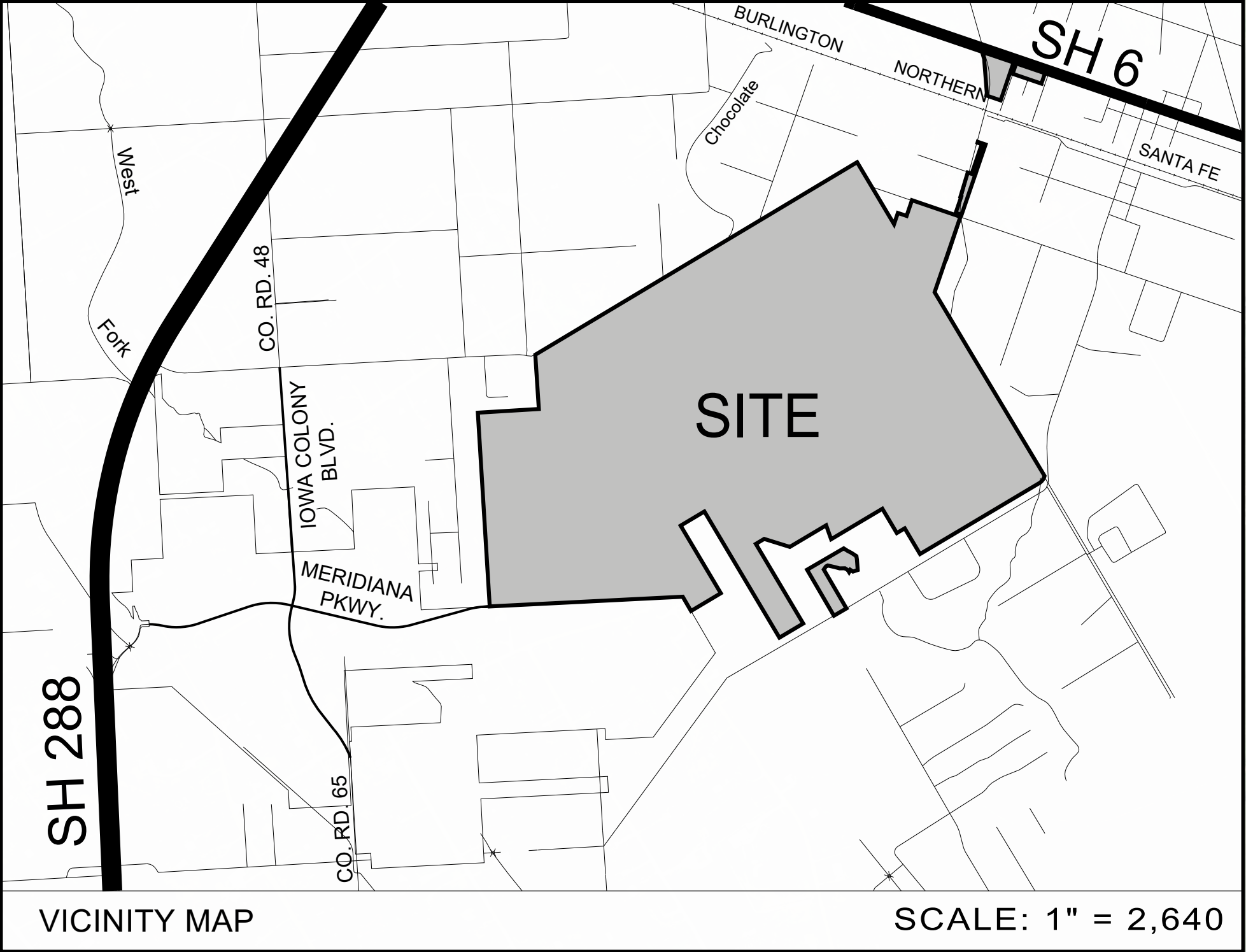
CHRISTY KENNARD

MUHAMMAD ALAM



GDP AMENDMENTS

Amendment #1 Approved:	05/18/2009
Amendment #2 Tabled:	06/25/2019
Amendment #3 Tabled:	07/09/2018
Amendment #4 Tabled:	07/23/2018
Amendment #5 Approved:	10/09/2018
Amendment #6 Approved:	10/22/2018
Amendment #7 Approved:	11/26/2018
Amendment #8 Approved:	01/28/2019
Amendment #9 Approved:	05/13/2019
Amendment #10 Not Approved:	06/10/2019
Amendment #11 Approved:	07/08/2019
Amendment #12 Not Approved:	08/12/2019
Amendment #13 Approved:	09/09/2019
Amendment #14 Approved:	12/09/2019
Amendment #15 Approved:	02/24/2020
Amendment #16 Approved:	11/09/2020



**DEVELOPMENT SERVICES DEPARTMENT**

20025 HIGHWAY 6
MANVEL, TX 77578
281-489-0630

Planning, Development and Zoning Commission Plat Report

Plat Name	Meridiana Elementary School Site No. 2 Preliminary Plat
Applicant	Brad Sweitzer, EHRA, Inc.
PD&Z Meeting Date	November 22, 2021
Recommendation	Approval
Submitted By	Jessica Rodriguez, Director of Development Services

Background

This plat was previously recommended for disapproval at the May 10, 2021, Planning, Development and Zoning Commission meeting. It was disapproved at the May 17, 2021, City Council meeting. The plat had not been approved on the Meridiana General Development Plan Amendment No. 17 (dated November 16, 2020). The Developer has since submitted Meridiana General Development Plan Amendment No. 21 (dated November 18, 2021) that City staff recommends approval with three conditions. The proposed conditions do not affect this plat.

Staff Recommendation

The City staff recommends approval of the Meridiana Elementary School Site No. 2 Station Preliminary Plat. This plat is in conformance with the Meridiana General Development Plan Amendment No. 21 (dated November 18, 2021).

[illegible]



Land Use Table

Use	Gross Area	%
Single-Family (S1)	<= 1.1 A.C.	2%
Public House (PH)	<= 5.0 A.C.	1%
Townhome (TH)	<= 1.0 A.C.	2%
Village Center (VC)	<= 1.0 A.C.	2%
Commercial (C)	<= 1.0 A.C.	1%
Institutional (I)	<= 7.0 A.C.	1%
Highway (HWY)	<= 1.0 A.C.	1%
Public & Open Space (PO-OS)	<= 1.0 A.C.	2%
Open Space	<= 1.0 A.C.	1%
Other	<= 1.0 A.C.	1%

Notes

1. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 10 feet shall be provided for private sections.
2. Public sections may become private public sections without additional consideration. Road connections between private public sections and public sections shall not be required.

Legend

- Private Section
- Public Section
- Divided or Boulevard Entry
- Standard Entry

Notes

1. The following development is prohibited on parcels of less than 10 acres: commercial, institutional, and public use.

2. The following development is prohibited on parcels of less than 10 acres: commercial, institutional, and public use.

Map

Map showing the proposed development plan for the Meridiana General Development Plan, Amendment #21. The map displays various land use zones (S1, PH, TH, VC, C, I, HWY, PO-OS, OS, Other) and the proposed road network. The map is overlaid on an aerial photograph of the area.

VICINITY MAP

SCALE: 1" = 2,640'

PROPERTY INFORMATION

Property	Owner	Address	Area	Notes
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
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82	...	...	...	...
83	...			

GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0110K, dated December 30, 2020, the property lies within Unshaded Zone X.
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
P.C. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V. indicates Private.
R indicates Radius.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
S.W.S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicates Water Line Easement.
X indicates change in street name.
- The property subdivided in the foregoing plot lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 57, Alvin Independent School District, and Brazoria County Drainage District #5.
- Properly within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
- The Developer/School District shall be responsible for maintenance of all reserves.
- The terms and conditions of Ordinance numbers 2009-0-03, 2009-0-04, and 2009-0-05 of the City of Manvel, Texas dated February 23, 2009, may affect this plat.
- All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009-0-04.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- Approval of the preliminary plat does not constitute acceptance of the subdivision, but is merely an authorization to proceed with the preparation of the final plat. Approval of the preliminary plat shall expire 12 months after council approval, unless the final plat has been submitted to council for final approval during that time. Upon written request of the subdivider, an extension of time may be given, at the discretion of the council, for a single extension period of six months, provided the subdivider has shown good faith in proceeding to complete the work necessary prior to filing the final plat.
- There are 0.00 acres of unencumbered open space within the boundary of this plat.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 NOTES:

- Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.
- All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
- All property shall drain into the drainage easement only through an approved drainage structure.
- All drainage easements and detention pond reserves shown on this plat, will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
- The property identified in the foregoing plot lies within Brazoria County Drainage District #5.
- This rural subdivision employs a natural drainage system, which is intended to provide drainage for the subdivision that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur in the subdivision to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
- Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
- Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plat.
- All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
- Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
- Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
- Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-06).
- Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
- Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
- All dedicated storm water drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
- It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
- Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures, time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS RECOMMENDED APPROVAL OF THIS PLAT OF MERIDIANA ELEMENTARY SCHOOL SITE NO. 2 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS DAY OF 2021.

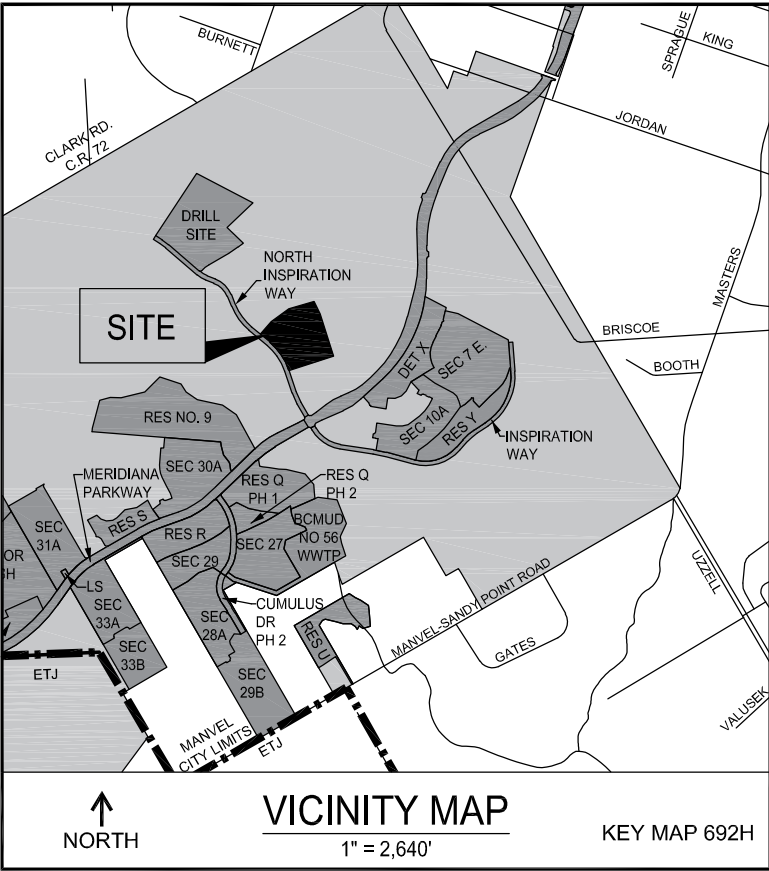
PLANNING, DEVELOPMENT AND ZONING COMMISSION

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF MERIDIANA ELEMENTARY SCHOOL SITE NO. 2 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS DAY OF 2021.

CITY COUNCIL

LINE TABLE		
LINE	ANGLE	DISTANCE
L1	N 18°18'52" W	11.30'
L2	N 50°21'43" W	176.75'

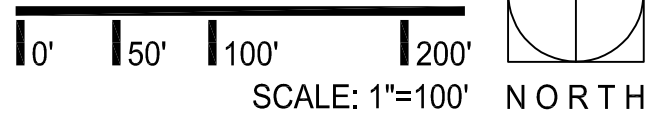
CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C1	830.00'	464.25'	N 34°20'18" W
			458.22'



RESERVE TABLE			
RESERVE	RESTRICTIONS	SQ. FT	ACREAGE
A	SCHOOL PURPOSES	566,280	13.00



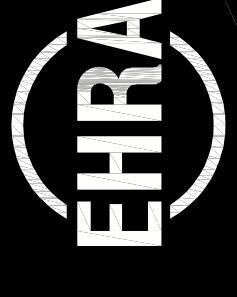
OWNER CONTACT INFORMATION
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, STE. 100
KATY, TX 77493
832-916-2162



Meridiana Elementary School Site No. 2 Preliminary Plat
A Subdivision of 13.00 acres out of the Oliver Hall Survey, A-203, City of Manvel Brazoria County, Texas.

1 Block and 1 Reserve
Owner: GR-M1, LTD., a Texas Limited Partnership

August 18, 2021



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINC.COM
TBE# NG-F-726
TBP# LS No. 10092300

No warranty or representation of intended use, design or construction is made by EHRA. The user of these drawings or facilities are subject to change without notice.

EHRA JOB NO.
081-011-128

Land Use Table		
Use	Gross Area	%
Single Family (SF)	+/- 941 Ac.	57%
Patio Home (PH)	+/- 55 Ac.	3%
Townhome (TH)	+/- 36 Ac.	2%
Village Center (VC)	+/- 38 Ac.	2%
Commercial (C)	+/- 13 Ac.	1%
Institutional (I)	+/- 73 Ac.	4%
Rights-of-Way*	+/- 99 Ac.	6%
Parks & Open Space (P-OS)	+/- 408 Ac.	25%
Drill Site		
Totals	+/- 1,663 Ac.	100%
* Includes proposed major thoroughfares, collectors, and neighborhood collectors.		

Legend

Private Gated Section

Public Section

Divided or Boulevard Entry

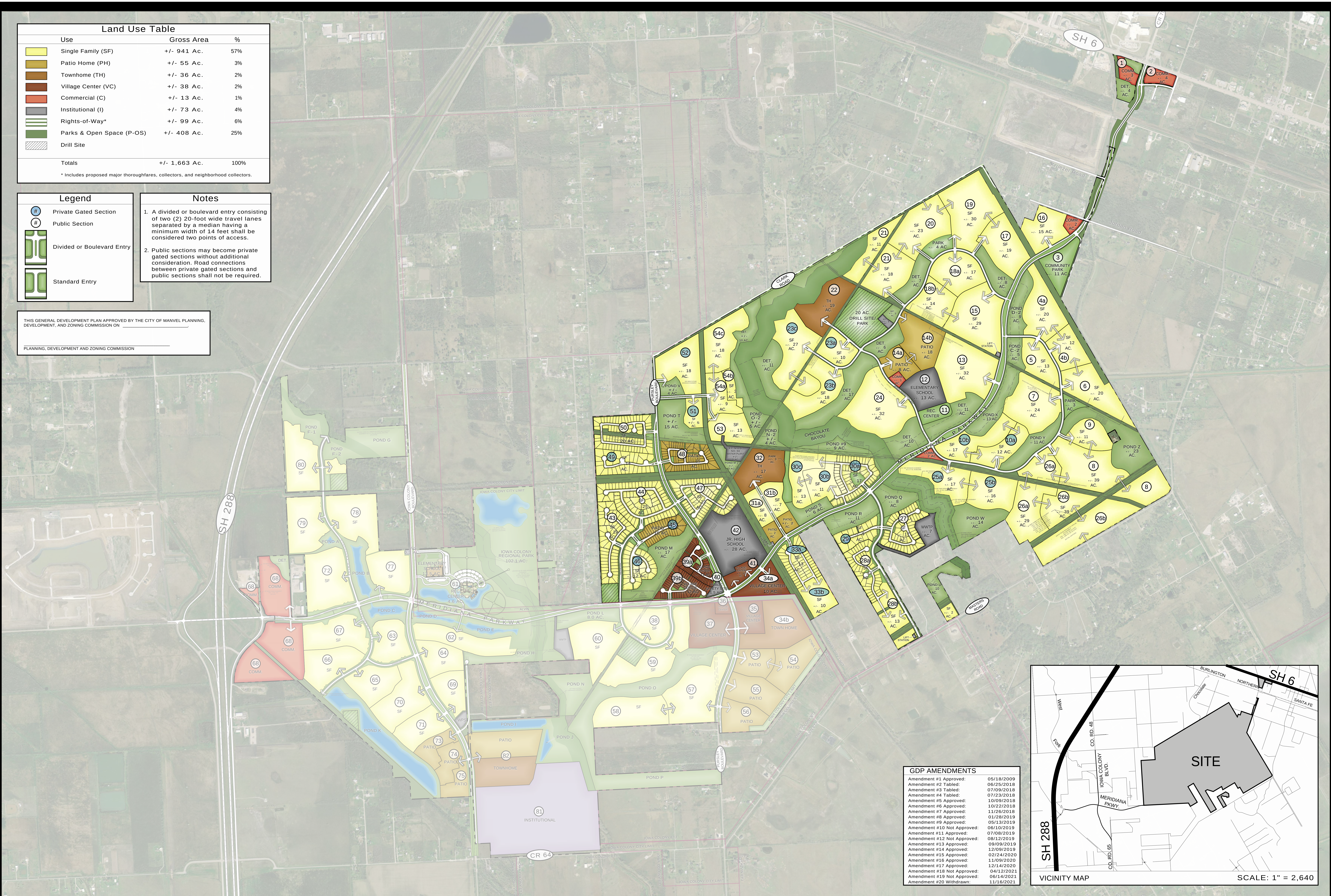
Standard Entry

- Notes**
1. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 14 feet shall be considered two points of access.

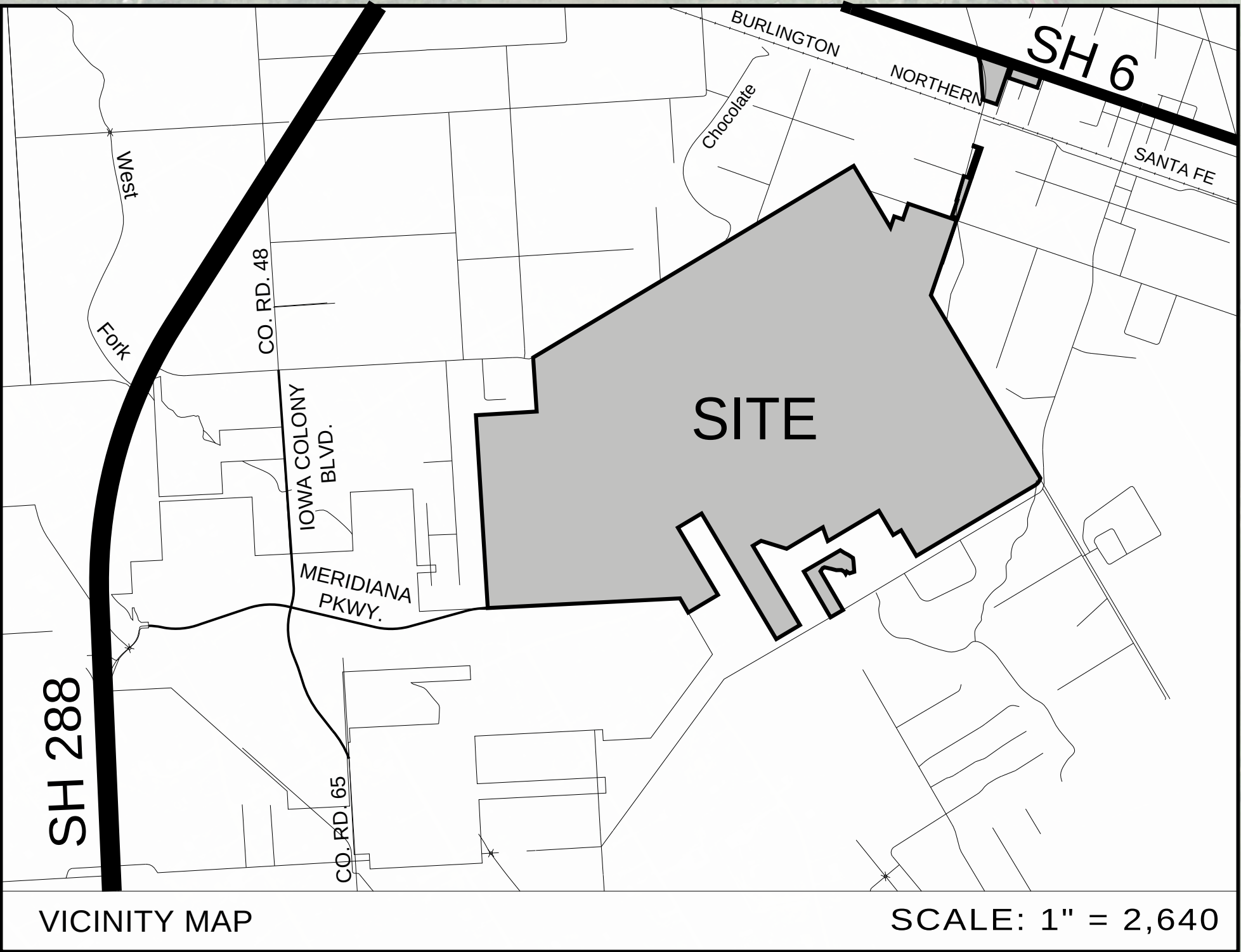
2. Public sections may become private gated sections without additional consideration. Road connections between private gated sections and public sections shall not be required.

THIS GENERAL DEVELOPMENT PLAN APPROVED BY THE CITY OF MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION ON _____

PLANNING, DEVELOPMENT AND ZONING COMMISSION _____



GDP AMENDMENTS	
Amendment #1 Approved:	05/18/2009
Amendment #2 Tabled:	06/25/2018
Amendment #3 Tabled:	07/09/2018
Amendment #4 Tabled:	07/23/2018
Amendment #5 Approved:	10/09/2018
Amendment #6 Approved:	10/22/2018
Amendment #7 Approved:	11/26/2018
Amendment #8 Approved:	01/28/2019
Amendment #9 Approved:	05/13/2019
Amendment #10 Not Approved:	06/10/2019
Amendment #11 Approved:	07/08/2019
Amendment #12 Not Approved:	08/12/2019
Amendment #13 Approved:	09/09/2019
Amendment #14 Approved:	12/09/2019
Amendment #15 Approved:	02/24/2020
Amendment #16 Approved:	11/09/2020
Amendment #17 Approved:	12/14/2020
Amendment #18 Not Approved:	04/12/2021
Amendment #19 Not Approved:	06/14/2021
Amendment #20 Withdrawn:	11/16/2021



Meridiana General Development Plan: Amendment #21

Brazoria County, TX

November 18, 2021

SCALE: 1" = 600'



10211 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.368.4500
WWW.EHRAINC.COM
TYPE No. F-726
TBLPL No. 10092300

ENGINEERING THE FUTURE

Since 1959

EHRA JOB NO.
081-011-150

No warranty or representation of intended use, design or proposed improvements are made herein. All plans for use of facilities are subject to change without notice.

**DEVELOPMENT SERVICES DEPARTMENT**

20025 HIGHWAY 6
MANVEL, TX 77578
281-489-0630

Planning, Development and Zoning Commission Plat Report

Plat Name	Brazoria County MUD No. 25 Lift Station Preliminary Plat
Applicant	Brad Sweitzer, EHRA, Inc.
PD&Z Meeting Date	November 22, 2021
Recommendation	Approval
Submitted By	Jessica Rodriguez, Director of Development Services

Background

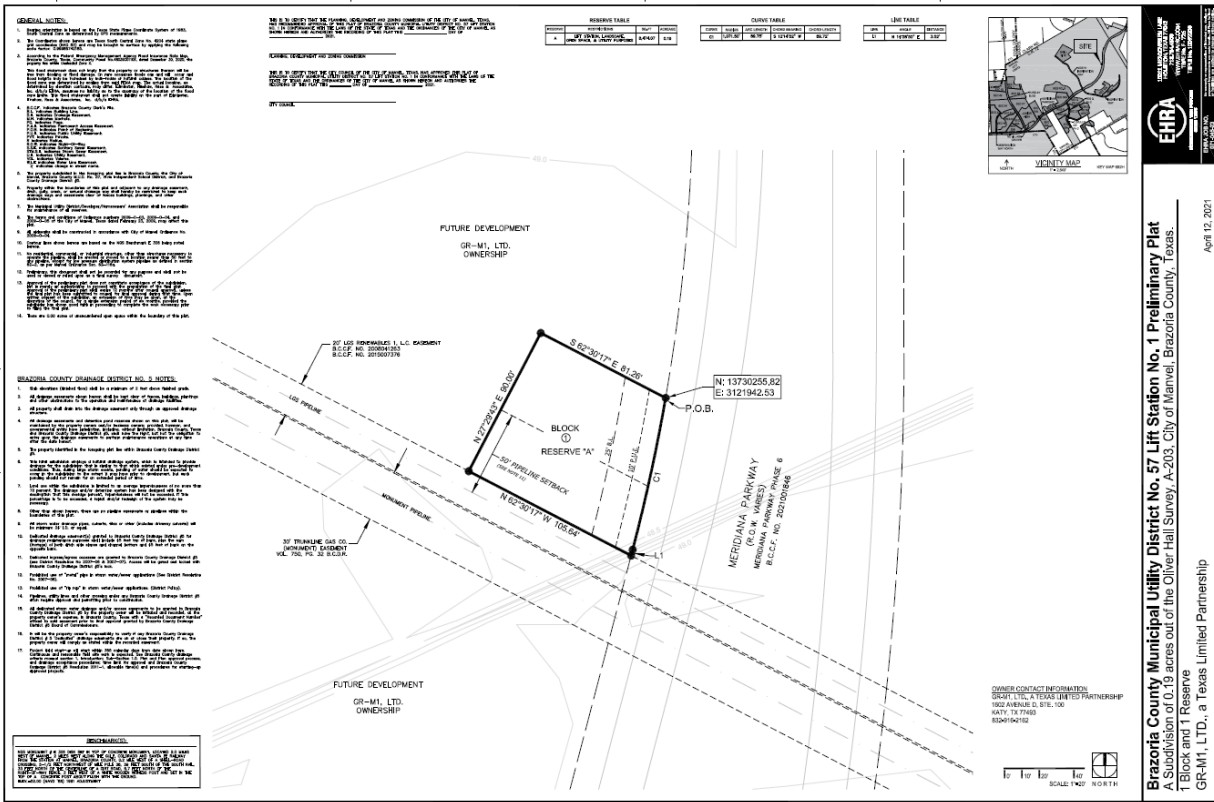
This plat was previously recommended for disapproval at the May 10, 2021, Planning, Development and Zoning Commission meeting. It was disapproved at the May 17, 2021, City Council meeting. The plat had not been approved on the Meridiana General Development Plan Amendment No. 17 (dated November 16, 2020). The Developer has since submitted Meridiana General Development Plan Amendment No. 21 (dated November 18, 2021) that City staff recommends approval with three conditions. The proposed conditions do not affect this plat.

Staff Recommendation

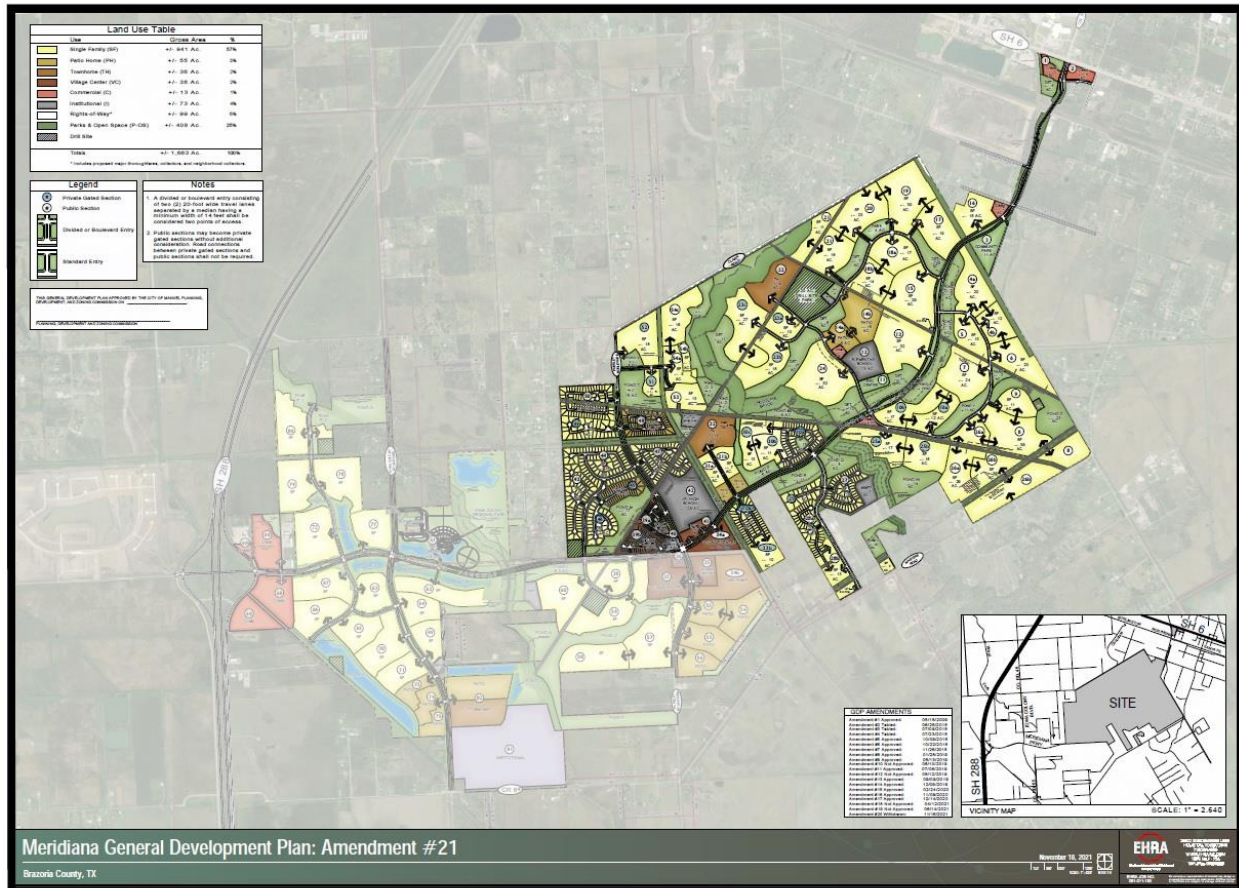
The City staff recommends approval of the Brazoria County MUD No. 25 Lift Station Preliminary Plat. This plat is in conformance with the Meridiana General Development Plan Amendment No. 21 (dated November 18, 2021).



Plat Exhibit



Meridiana General Development Plan Amendment No. 21 (dated November 18, 2021)



GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0110K, dated December 30, 2020, the property lies within Unshaded Zone X.

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

- B.C.C.F. indicates Brazoria County Clerk's File.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
PG. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V. indicates Private.
R indicates Radius.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
S.W.S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicates Water Line Easement.
X indicates change in street name.
- The property subdivided in the foregoing plot lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 57, Alvin Independent School District, and Brazoria County Drainage District #5.
- Properly within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
- The Municipal Utility District/Developer/Homeowners' Association shall be responsible for maintenance of all reserves.
- The terms and conditions of Ordinance numbers 2009-0-03, 2009-0-04, and 2009-0-05 of the City of Manvel, Texas dated February 23, 2009, may affect this plat.
- All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009-0-04.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62-2, as per Manvel Ordinance Sec. 62-116a.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- Approval of the preliminary plat does not constitute acceptance of the subdivision, but is merely an authorization to proceed with the preparation of the final plat. Approval of the preliminary plat shall expire 12 months after council approval, unless the final plat has been submitted to council for final approval during that time. Upon written request of the subdivider, an extension of time may be given, at the discretion of the council, for a single extension period of six months, provided the subdivider has shown good faith in proceeding to complete the work necessary prior to filing the final plat.
- There are 0.00 acres of unencumbered open space within the boundary of this plat.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 NOTES:

- Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.
- All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
- All property shall drain into the drainage easement only through an approved drainage structure.
- All drainage easements and detention pond reserves shown on this plat, will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
- The property identified in the foregoing plot lies within Brazoria County Drainage District #5.
- This rural subdivision employs a natural drainage system, which is intended to provide drainage for the subdivision that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur in the subdivision to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
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- Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
- Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
- Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).
- Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
- Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
- All dedicated storm water drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
- It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 Dedicated drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
- Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS RECOMMENDED APPROVAL OF THIS PLAT OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 1 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 2021.

PLANNING, DEVELOPMENT AND ZONING COMMISSION

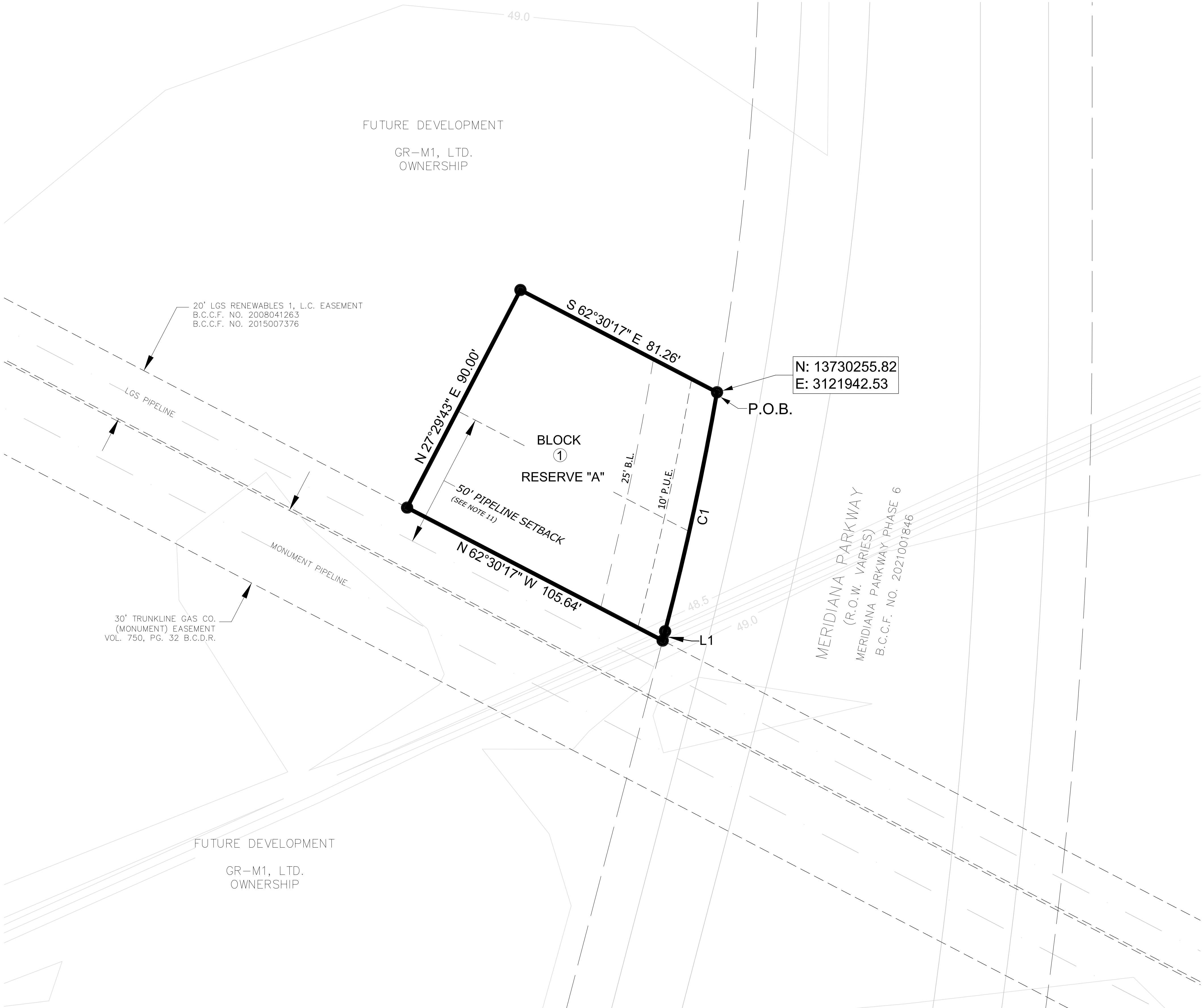
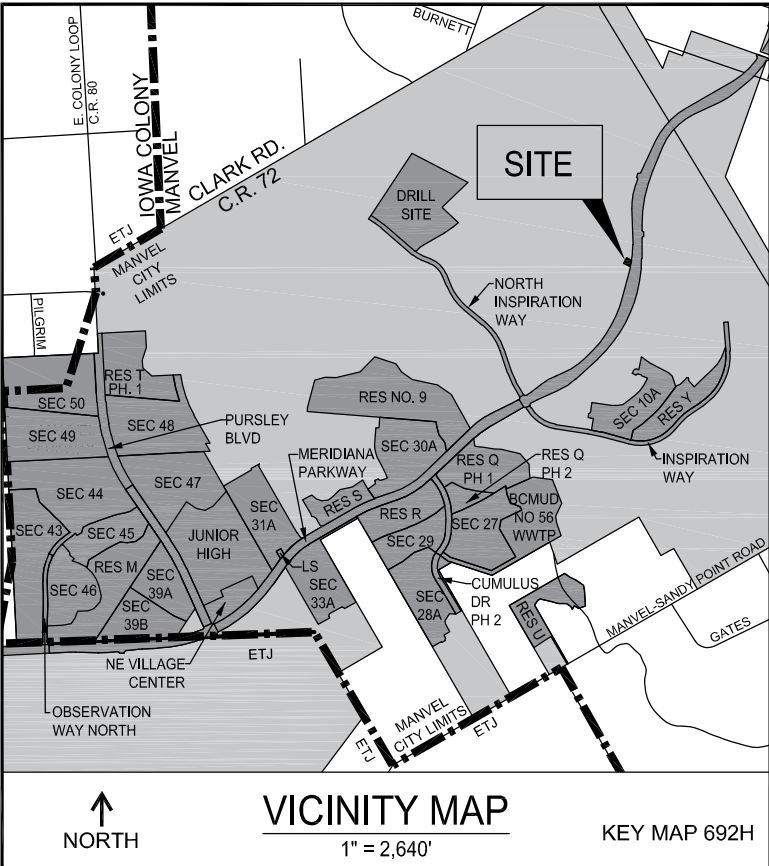
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CITY COUNCIL

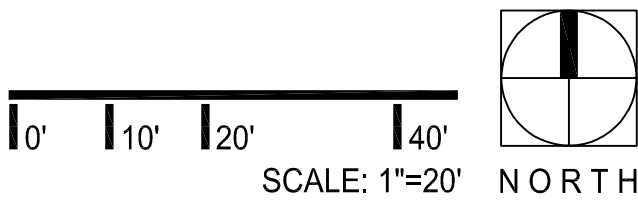
RESERVE TABLE			
RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LIFT STATION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	8,474.07	0.19

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,071.50'	89.75'	S 12°14'52" W	89.72'

LINE TABLE		
LINE	ANGLE	DISTANCE
L1	N 14°38'50" E	3.52'



OWNER CONTACT INFORMATION
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, STE. 100
KATY, TX 77493
832-916-2162



Brazoria County Municipal Utility District No. 57 Lift Station No. 1 Preliminary Plat
A Subdivision of 0.19 acres out of the Oliver Hall Survey, A-203, City of Manvel, Brazoria County, Texas.

1 Block and 1 Reserve

GR-M1, LTD., a Texas Limited Partnership

April 12, 2021



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINCC.COM
TBE# No. F-726
TBPL# No. 10092300
EHRA JOB NO. 071-045-23

No warranty or representation of intended use, design or construction is made by EHRA. The user of this plat or its contents shall be responsible for obtaining all necessary permits and for complying with all applicable laws, rules, regulations and codes. The user of this plat or its contents shall be responsible for obtaining all necessary permits and for complying with all applicable laws, rules, regulations and codes. The user of this plat or its contents shall be responsible for obtaining all necessary permits and for complying with all applicable laws, rules, regulations and codes.

Land Use Table		
Use	Gross Area	%
Single Family (SF)	+/- 941 Ac.	57%
Patio Home (PH)	+/- 55 Ac.	3%
Townhome (TH)	+/- 36 Ac.	2%
Village Center (VC)	+/- 38 Ac.	2%
Commercial (C)	+/- 13 Ac.	1%
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Drill Site		
Totals	+/- 1,663 Ac.	100%
* Includes proposed major thoroughfares, collectors, and neighborhood collectors.		

Legend

Private Gated Section

Public Section

Divided or Boulevard Entry

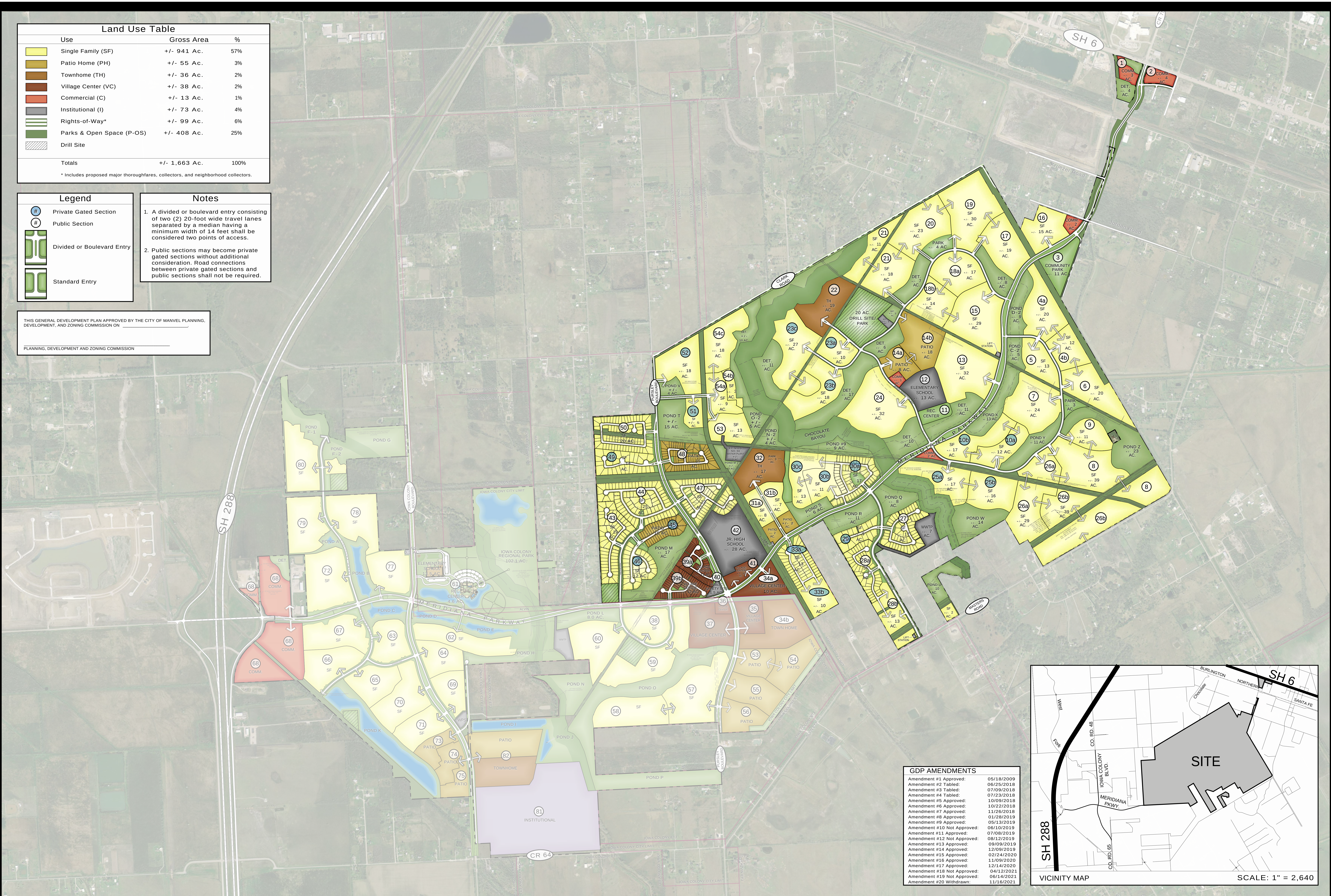
Standard Entry

- Notes**
1. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 14 feet shall be considered two points of access.

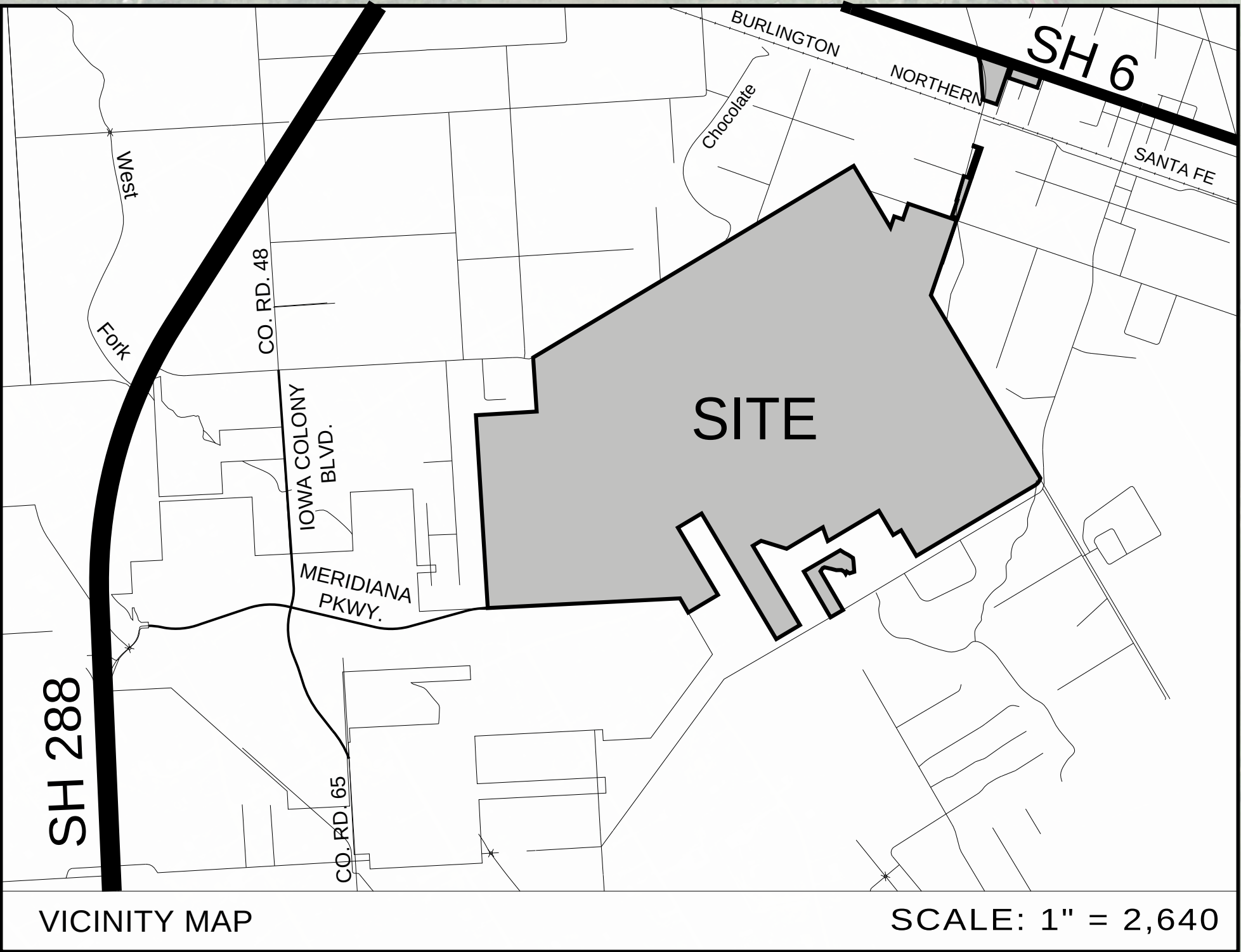
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PLANNING, DEVELOPMENT AND ZONING COMMISSION _____



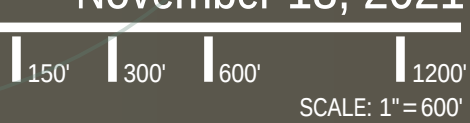
GDP AMENDMENTS	
Amendment #1 Approved:	05/18/2009
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Amendment #14 Approved:	12/09/2019
Amendment #15 Approved:	02/24/2020
Amendment #16 Approved:	11/09/2020
Amendment #17 Approved:	12/14/2020
Amendment #18 Not Approved:	04/12/2021
Amendment #19 Not Approved:	06/14/2021
Amendment #20 Withdrawn:	11/16/2021



Meridiana General Development Plan: Amendment #21

Brazoria County, TX

November 18, 2021



EHRA
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HOUSTON, TEXAS 77042
713.368.4500
WWW.EHRAINC.COM
TYPE No. F-726
TBLPL No. 10092300

EHRA JOB NO. 081-011-150



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: November 15, 2021

TOPIC: Public hearing regarding amending the zoning ordinance by changing the zoning classification of 1.61 acres of land located at 3806 FM 1128 (Masters Rd.), and the City of Pearland to the East, the property 3718 Masters Road and Bailey Rd. to the north, and Hollingsworth Drive to the East, from Light Commercial (LC) to Heavy Commercial (HC).

BACKGROUND: The site was once a machine shop which lost its non-conforming status. It was constructed prior to the City Annexation. On July 7, 2014, after a recommendation and review of annexation by the Planning, Development and Zoning Commission, adopted Ordinance No. 2014-O-12 that amended the Zoning Ordinance of the City of Manvel for the land area and property at 3806 FM 1128 (Masters Rd), as part of a 24.4-acre parcels located generally along FM 1128, and bordered by the City of Pearland to the East. The land was zoned commercial because it was being used commercially and mostly consistent with neighborhood commercial zoning. A demolition permit for an old metal structure on the site was granted on January 15, 2020. A sign permit application (Permit No. 21-2466) was disapproved for the property on October 6, 2021. A change of occupancy application (CTA-210921-2398) was approved on September 21, 2021, for office use only by NAIC Use #488190

The Planning, Development and Zoning Commission held a public hearing on November 8, 2021. There were two speakers during the public hearing, Mr. Chad Thumann, property owner, and Mr. Cary Perrin, President of the Alvin-Manvel Area Chamber of Commerce. The speakers were in favor of the petition and spoke about business attraction to the City of Manvel to strengthen its economic base and foster local economic growth in Manvel. They highlighted on types of aircraft repairs and stressed on the point of having worked with the Department of Development Services throughout the application submission. The Commission mostly listened and discussed history of the location.

As a finding of fact and land use principles, the request does not promote the Land Use Policies of the City of Manvel 2015 Comprehensive Plan. The subject properties proposed uses and activities are not compatible with adjacent residential uses. Safety, parking, and circulation factors that substantially affect the public during when Odyssey Cheer Company is at maximum capacity. If the Heavy Commercial (HC) Zoning approved; the dance studio will create a need for Special Use Permit (SUP). A dance studio (fitness and sports center) use is a non-conforming use in the HC zoning district. City staff does not recommend rezoning the property to SFR since it is not compatible with the 2015 Comprehensive Plan or the surrounding non-residentially zoned or used properties.

PD&Z RECOMMENDATION: The Planning, Development and Zoning Commission did not recommend approval of Ordinance No. 2021-O-36 to rezone 1.61 acres of land from Light Commercial (LC) District to Heavy Commercial District (HC) to City Council. The vote was zero yeas to five nays. Vice-Chair Rogers abstained from the discussion and voting and Chair Wynne was absent.

CITY STAFF RECOMMENDATION: City staff does not recommend reclassifying subject property from Light Commercial District (LC) to Heavy Commercial District (HC) by Ordinance No. 2021-O-36

ATTACHMENTS: Staff Report and Ordinance No. 2021-O-36

FUNDING ISSUES

- ☒ Not applicable
☐ Not budgeted
☐ Full amount already budgeted
☐ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER
Kwasi Bosompem

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____





City Council Rezoning Request

Agenda of:	November 15, 2021	Initiated By:	Kwasi Bosompem City Planner
Department:	Development Services	Presented By:	Kwasi Bosompem City Planner

Subject/Proceeding

A rezoning from Light Commercial District (LC) to Heavy Commercial for 1.61 acres located at 3806 FM 1128 (Masters Rd.)

Exhibits

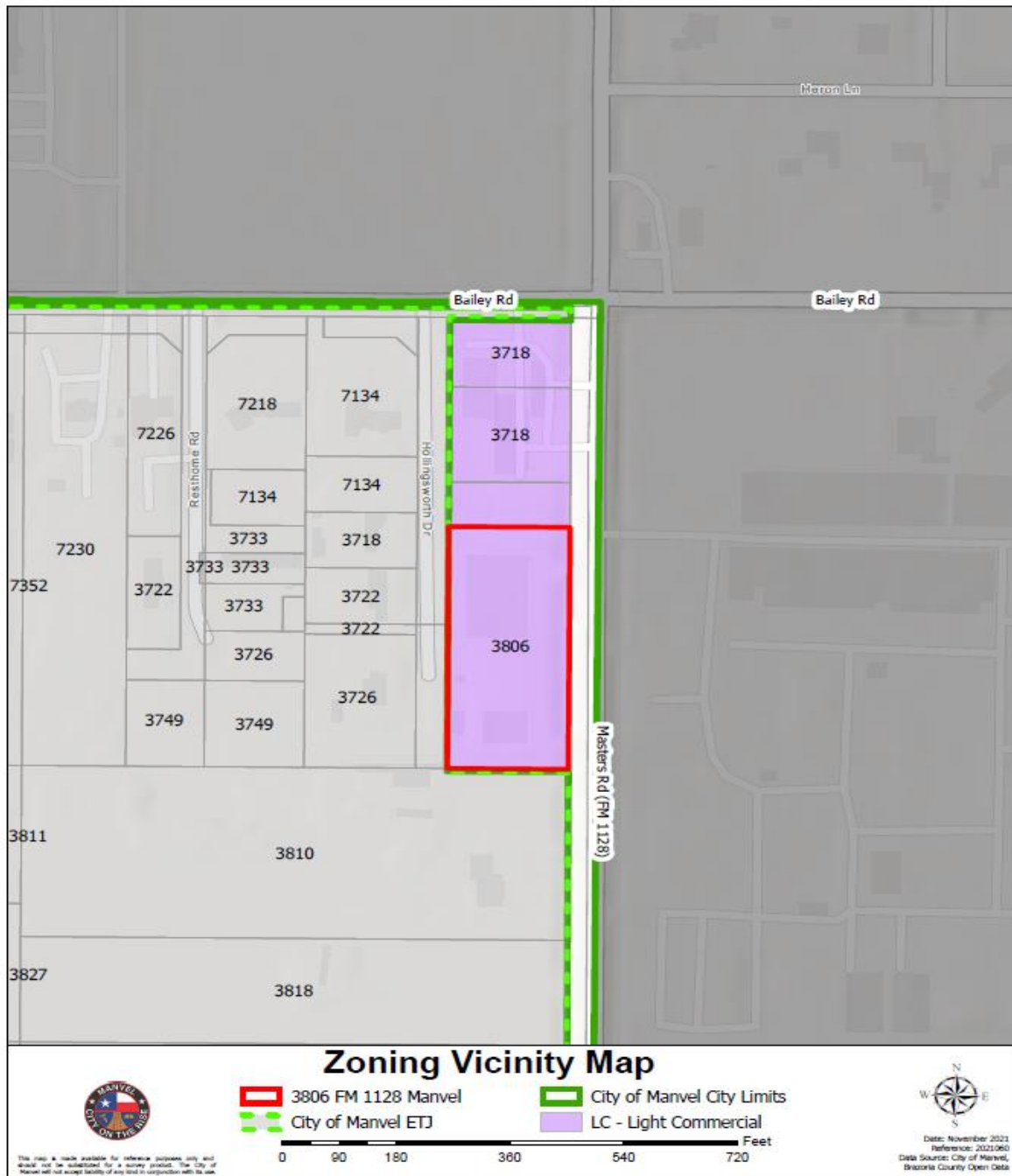
Zoning Vicinity Map, Staff Report, Site Photographs, Aerial Vicinity Map, Survey, Application, and Public Hearing Notice

Recommended Action

A Public Hearing following by Consideration and Action from City Council

Executive Summary

The proposed rezoning is for 1.61 acres located at 3806 FM 1128 (Masters Rd.). The property is zoned Light Commercial District (LC). The applicant is requesting approval for the operation of a repair, maintenance of aircraft parts with and office (Aero Repairs) at 3806 Masters Rd. The Aero repair has no more than three employees. The application also includes the Odyssey Cheer Company, on the same property with a postal address of 3802 Masters Rd. Odyssey Cheer Company is a dance studio for children of varied ages and adults and operates about 44 intensive classes during weekdays and weekends. The applicant will like to rezone the property (3806 FM 1128 (Masters Rd.). to Heavy Commercial District (HC) in order to permit the aircraft parts repairs services by NAIC Use No. 488190 (Other Support Activities for Air Transportation).



Staff Report

Overview

The site was once a machine shop which lost its non-conforming status. It was constructed prior to the City Annexation. On July 7, 2014, after a recommendation and review of annexation by the Planning, Development and Zoning Commission, adopted Ordinance No. 2014-O-12 that amended the Zoning Ordinance of the City of Manvel for the land area and property at 3806 FM 1128 (Masters Rd), as part of a 24.4-acre parcels located generally along FM 1128, and bordered by the City of Pearland to the East. The land was zoned commercial because it was being used commercially and mostly consistent with neighborhood commercial zoning.

- A demolition permit for an old metal structure on the site was granted on January 15, 2020.
- A sign permit application (Permit No. 21-2466) was disapproved for the property on October 6, 2021.
- A change of occupancy application (CTA-210921-2398) was approved on September 21, 2021, for office use only by NAIC Use #488190.

Existing and Proposed Use

The property is currently developed as a commercial building with two large, prefabricated metal structures comprised of Aero Structural Services, with offices and for airplane parts repairs for maintenance services on 3806 Master Rd., and another metal building occupied with an Odyssey Cheer Company with a postal address as 3802 Masters Rd.

Existing Use: Office use for a repair and specialized welding and aircraft parts repair and a gymnasium dancing studio.

Proposed Use: Repair and specialized welding and aircraft parts repair and a gymnasium dancing studio.

Current Zoning: - LC-Light Commercial

Proposed Zoning: HC-Heavy Commercial

Adjacent Parcel Information

Surrounding Property Zoning	North: Light Commercial (LC)
	South: ETJ
	East: City of Pearland
	West: ETJ
Surrounding Land Use	North: Gas Station/John's Countryette Grocery store
	South: Single Family Residential
	East: City of Pearland (N/A)
	West: ETJ (N/A)

Neighborhood Description

The neighborhood of the subject property for this application request is along FM 1128 Road (Masters Road). The property backs up to Hollingsworth Drive. The area includes major transportation corridors of Bailey Road and Masters Road with existing commercial development. Nearby businesses include John's Countryette Grocery store and gas station. Other businesses to the west include a restaurant, Tina's Mexican Cocina. Opposite the subject property is the Joseph's Nursery in the City of Pearland.

Project Description

The applicant is requesting approval for the operation of a repair, maintenance of aircraft parts with and office at 3806 Masters Rd. The Aero repair has no more than three employees. The application also includes the Odyssey Cheer Company, on the same property with a postal address of 3802 Masters Rd. is for children of varied ages and adults. This operates about 44 intensive classes during weekdays and weekends. The lessons would include Acro tumbling, preschool cheer groups, and jump conditioning classes. The business operates Monday through Friday, from 5:00 p.m. to 7:00 p.m. and weekends from 9:30 am to 1:30 p.m. It employs about 15 instructors depending on the dance lessons being offered, with no more than two instructors teaching at any one time. The classes include different age groups as well as different skill levels. Most children's classes take place on weekday afternoons and on weekends. There are no exterior improvements proposed to be made in conjunction with the establishment of this existing business.

Conformance with NAIC Code and Applicable Regulations and Standards Established by the Zoning Regulations

The proposed use conforms the North American Industry Classification System (NAICS) in classifying business establishments, namely NAIC Use #488190 which comprises of establishments primarily engaged in providing specialized services for air transportation, such as Aircraft maintenance and repair services (except factory conversions, overhauls, rebuilding)

Uses permitted in a LC, Light Commercial District, are set forth in Section 77-26 (f), *Permitted Use Table*. Refer to the City of Manvel Code of Ordinance.

https://library.municode.com/tx/manvel/codes/code_of_ordinances

Uses Permitted under this zoning for the site.

USE	OSFR	SFR	LC	HC	MF	HCMH	HMU
48 Transportation and Warehousing			O	P	O		O

Type of Use:

O- Office Function Only

P- Permitted Use

Sec. 77-26. Permitted uses.

Permitted Uses-Light Commercial and Heavy Commercial as per Zoning Ordinance using NAIC codes

USE	LC	HC
Adult entertainment business ¹		S
Game room ¹		S
111 Crop production		
112 Animal production		
115 Support activities for agriculture and forestry	O	P
21 Mining, quarrying and oil and gas extraction	S	S
22 Utilities	O	S
236 Construction of buildings	O	P
237 Heavy and civil engineering construction	O	P
237130 Power and communication line and related structures construction	S	S
238 Specialty trade contractors	O	P
311 Food manufacturing	O	P
311811 Retail bakeries	P	P
3121 Beverage manufacturing	S	P
313 Textile mills	O	P
314 Textile product mills	O	P
315 Apparel manufacturing	S	P
316 Leather and allied product manufacturing	S	P
321 Wood products manufacturing	O	P
321999 All other misc. wood	S	P
322 Paper manufacturing	O	P
323 Printing and related support activities	P	P
324 Petroleum and coal products manufacturing	O	S

325 Chemical manufacturing	O	S
326 Plastics and rubber products manufacturing	O	S
327 Nonmetallic mineral products manufacturing	O	S
331 Primary metal manufacturing	O	S
332 Fabricated metal product manufacturing	O	S
333 Industrial machinery manufacturing	O	S
334 Computer and electronic product manufacturing	O	P
335 Electrical equipment, appliance and component manufacturing	O	P
336 Transportation equipment manufacturing	O	S
337 Furniture and related product manufacturing	O	P
339 Miscellaneous manufacturing	O	P
42 Wholesale	O	P
441 Motor vehicle and parts	S	S
442 Furniture and home furnishing stores	P	P
443 Electronics and appliance stores	P	P
444 Building material, garden equipment and supplies dealers	P	P
445 Food and beverage stores	P	P
445120 Convenience stores ¹	S	S
446 Health and personal care stores	P	P
447 Gasoline stations ¹	S	S
448 Clothing and clothing accessories stores	P	P
451 Sporting goods, hobby, book and music stores	P	P
452 General merchandise stores	P	P
452990 All other general merchandise stores ¹	S	S
453 Misc. store retailers	P	P
45393 Manufactured (mobile) home dealers	S	S
453991 Tobacco stores	S	S
454 Non-store retailers	S	P

48 Transportation and warehousing	O	P
491 Postal Service	P	P
492 Couriers and messengers	S	P
493 Warehouse and Storage	S	P
51 Information	S	P
52 Finance and insurance	P	P
522291 Consumer lending		P
522298 All other nondepository credit intermediation		S
531 Real estate	P	P
53112 Lessors of nonresidential buildings (except mini warehouses)	P	P
53113 Lessors of mini warehouses and self-storage units	S	P
5321 Automotive and equipment rental	S	P
5322 Consumer good rental	P	P
532292 Recreational Goods Rental	S	P
5323 General rental centers	S	P
5324 Commercial and industrial machinery and equipment rental	O	P
54 Professional, scientific, and technical services	P	P
5412 Accounting, tax preparation, bookkeeping and payroll	P	P
54194 Veterinary services	P	P
55 Management of companies and enterprises	P	P
561 Administrative and support services	P	P
562 Waste management and remediation services	O	P
6111 Elementary and secondary schools	S	S
6112 Junior colleges	S	S
6113 Colleges, universities, and professional schools	S	S
6114 Business schools and computer and management training	S	S
6115 Technical and trade schools	S	S
6116 Other schools and instruction	S	S

6117 Educational support services	P	P
621 Ambulatory health care services ¹	S	S
622 Hospitals ¹	S	S
623 Nursing and residential care facilities ¹	S	S
623990 Other residential care facilities	S	S
624 Social assistance	P	P
6244 Child Day care services	P	P
71 Arts, entertainment, and recreation	P	S
713 Amusement, gambling, recreation industries	S	S
713940 Fitness and Sports Centers	P	P
713990 All other amusement and recreational industries	S	S
721 Accommodations	S	S
7212 RV parks and recreational camps	S	S
721191 bed and breakfast	S	S
722 Food services and drinking places	P	P
72233 Mobile food services	S	S
7224 Drinking places (alcoholic beverages)	S	P
8111 Automotive repairs and maintenance	S	P
811122 Automotive glass replacement shop	P	P
8112 Electronic and precision equipment repair and maintenance	P	P
8113 Commercial and industrial machinery and equipment (except automotive and electronic repair)		P
8114 Personal and household goods repair and maintenance	S	P
812 Personal and laundry services	P	P
812113 Nail salons	S	S
81219 Other personal care services	S	S
812210 Funeral homes and funeral services	S	P
812220 Cemeteries and crematories	S	S
813110 Religious organizations	S	S

813410 Civil and social organizations	S	P
814 Private households		
92 Public administration	P	P

Proposed Zoning - Section 77-32. Heavy-commercial (HC) district.

Uses permitted in a LC, Light Commercial District, are set forth in Section 77-26 (f), *Permitted Use Table*, of the City of Manvel Code of Ordinance.

(a) Land uses allowed. Uses permitted in a HC, heavy-commercial district, are set forth in Section 77-26.

(b) Lot size. The minimum lot size is one acre with 120 feet of frontage.

(c) Setbacks. A minimum front yard setback of 25 feet is required. The minimum side and rear yard setback shall be 20 feet. Accessory structures shall not extend past the front line of the principal structure. A minimum side, corner side, and rear yard setback of 10 feet shall be required.

(d) Maximum building height. The maximum height of any building in the heavy commercial district shall not exceed 70 feet measured from the finished grade to the highest point of the roof, not including ancillary structures such as chimneys.

Compatibility of Proposed Use (setbacks on open spaces and site development)

Under the Heavy Commercial (HC) Zoning the subject property meets the required setbacks and lot size frontage.

**Consistency with 2015 City of Manvel Comprehensive Plan
2015 Comprehensive Plan-Vision Statement, page 4**

The 2015 Comprehensive Plan Vision Statement states that “Benefiting from our strategic location by encouraging well-planned quality retail, commercial and residential development that reflects and enhances our small-town quality of life”.

2015 Comprehensive Plan-Goal Statement # 2, page 31 “Use land use and zoning regulations to encourage and attract site-appropriate businesses, as well as create attractive, versatile and practical business district environments.”

The proposed use is not consistent with the visions and goals of the 2015 Comprehensive Plan.

Staff Analysis

The applicant is proposing to rezone the subject property, which is currently developed with a large, prefabricated metal building from Light Commercial (LC) zoning district to Heavy Commercial (HC) zoning district to allow for an aircraft structural repair and specialized welding and aircraft parts repairs and gymnastic and dance studio. Analysis of the proposal is done in terms of its impact on traffic, parking, circulation, noise, abutting uses occupancy type, compatibility, and safety.

Parking and Circulation

The Odyssey Cheer Company (with gym and dance studio) at full capacity may adversely impact parking availability for the subject property and also create congestion when it is at full capacity. According to Institute of Traffic Engineers (ITE) trip generation data, common trip generation rates (PM peak hour) for a health/fitness club generates 3.53 trips per unit where a unit is 1,000 square feet. The dance studio is approximately 14,500 square feet, therefore, producing 51 trips at peak PM hour.

Noise

Exterior noises may come from any number of things. This may include patrons, members, and vehicular noises associated with the dance studio and proposed aero repair and parts use. Welding of metals in the aircraft repair facility can also generate noise to the adjacent residences creating a potential noise nuisance.

Compatibility of Site Design

The proposed aero repair and parts use is incompatible with the surrounding residential use to the south.

Impact on the Public Health and Safety

The subject properties do not entail the use of any hazardous materials, and therefore, does not expose any persons in the center to risk of accidental releases, spills or explosions from such hazardous materials. However, the noise and safety of pedestrians is at risk, it does therefore generate negative impacts on the surrounding businesses and properties and it is incompatible with the adjacent residential office, and service uses and with the surrounding residential neighborhood.

Adequacy and Convenience of Loading Facilities

There is no perceived problem regrading loading and unloading on the premises.

Findings of Fact with Staff Conclusion

- This request does not promote the Land Use Policies of the City of Manvel Comprehensive Plan.
- Heavy Commercial Zoning (HC) is permitted for the type of use aircraft part repair services.
- The subject properties proposed uses and activities are not compatible with adjacent residential uses.
- Safety, parking, and circulation factors that substantially affect the public during when Odyssey Cheer Company is at maximum capacity.
- If the Heavy Commercial (HC) Zoning is approved, the dance studio will create a need for Special Use Permit (SUP). A dance studio (fitness and sports center) use is a non-conforming use in the HC zoning district.

Staff Recommendation

Staff did not recommend approval of the proposed rezoning from Light Commercial (LC) zoning district to Heavy Commercial (HC) zoning district to the Planning, Development and Zoning Commission.

Planning, Development and Zoning Commission Recommendation

At the November 8, 2021, Planning, Development and Zoning Commission meeting, the Commission did not recommend Ordinance No. 2021-O-36 to rezone 1.61 acres of land from Light Commercial District (LC) to Heavy Commercial District (HC) to the City Council. The vote was zero yeas to five nays. Vice-Chair Rogers abstained from voting and Chair Wynne was absent.

Planning, Development and Zoning Commission Public Hearing and Discussion

The Planning, Development and Zoning Commission held a consideration and action after a public hearing held on November 8, 2021. There were two public speakers, the property owner, Mr. Chad Thumann, and Mr. Cary Perrin, President of the Alvin-Manvel Area Chamber of Commerce. They both spoke in favor of the application and stressed on the need for attracting businesses to the City of Manvel. Mr. Perrin stressed on the need to promote economic opportunity in the City of Manvel and that it was essential to retain, attract, and maintain businesses that contribute positively to the local economy and that the City needs to attract and induce investment in local businesses.

During the discussion, the Commission discussed the existing and surrounding uses, and inquired if any welding takes place in the building. The Commission expressed concern for other uses permitted in the Heavy Commercial (HC) zoning district. Other discussion included the historical uses of the property and context when the previous machine shop was in use.

A commissioner questioned the applicant about environmental issues, industrial gases and waste disposal associated with the activity, especially, welding technology, exhausts, gases, pollution, chemicals used in coating and others in proximity to the gas station. The applicant responded that there are no environmental issues that can create adverse impact on the surrounding areas and that the building must be approved per FAA regulations. Staff responded that the City would not intervene until a change of occupancy was approved. At that time the Building Official and Fire Marshal would review the building for compliance.

Report Exhibits

ITEM	TYPE
Exhibit 1	Application Documents
Exhibit 2	Notification
Exhibit 3	Public Comment
Exhibit 4	Location Map
Exhibit 5	Zoning Map
Exhibit 6	Subject Property Views
Exhibit 7	Surrounding Uses
Exhibit 8	Site Entrance and Surroundings
Exhibit 9	Parking at Odyssey Cheer Company

Exhibit 1 – Application Documents



DEVELOPMENT SERVICES DEPARTMENT

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-489-0634

REZONING APPLICATION

PROJECT INFORMATION

Project Name: AERO STRUCTURAL SERVICES
Project Location/Address: 3806 FM 1128 PEARLAND TX 77584
Legal Description: A0290 HT+RRR TRACT 50A5B
Current Zoning: LC Proposed Zoning: HC
Parcel/Tax ID# (s): 167674 Total Acreage: 1.61 Proposed Land Use: _____

APPLICANT INFORMATION

Applicant Name: CHAD THUMANN
Company Name: SIDELINE INVESTMENTS, LLC
Address: 3823 FM 1128 City: PEARLAND State: TX Zip: 77584
Phone #: 281-914-5202 Email: chad@rwestdevelopment.com

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT, and I, the undersigned, am authorized to make this application on behalf of the owner(s). I understand that this application will expire one year from the date submitted.

Chad Thumann 9-27-2021
Applicant Signature (REQUIRED) Date

PROPERTY OWNER INFORMATION

Owner(s) Name: SIDELINE INVESTMENTS, LLC
Address: 3823 FM 1128 City: PEARLAND State: TX Zip: 77584
Phone #: 281-914-5202 Email: chad@rwestdevelopment.com

PROPERTY OWNER'S AUTHORIZATION (Required – If owner is also the applicant, must sign as both):

I am the owner of the property for which this application is being made. I authorize the above person (Applicant) to submit this application and to correspond with the City of Manvel regarding this application on my behalf.

Chad Thumann 9-27-2021
Owner's Signature (REQUIRED) Date

Exhibit 1 – Application Documents

Sideline Investments, LLC
3823 FM1128
Pearland, TX 77584
281-914-5202

Rectangular Snip

Letter of Intent

9-27-2021

City of Manvel P&Z
PO Box 187
Manvel, TX 77578

Re: Zoning Request

This Letter of Intent is to serve as an indication of our interest in establishing a Heavy Commercial Zoning on the below referenced property. The general terms are as follows:

Property: A Tract of land consisting of 1.61 acres located at 3806 FM 1128 Pearland TX, 77584.

Purpose: Allow the intended use of the building prior to city annexation.

Scope: The property is currently zoned LC. Our project (Aero Structural Services) requires HC zoning. This is the intended use of the building when it was constructed prior to city annexation. Although the HC is required, Aero Structural Services performs very little activity listed in the HC zoning and would preserve the tranquility of the area. This would also provide the optimal use of the already established building.

Please process our application and put us on the next P&Z zoning agenda. Feel free to contact me with any concerns or questions.

Best Regards,

Chad Thumann

Exhibit 1 – Application Documents

FIELD NOTES OF A SURVEY OF

1.612 ACRES OF LAND, MORE OR LESS, OUT OF LOT 50, H.T.&B. RAILROAD COMPANY SURVEY, SECTION 23, ABSTRACT NO. 290, BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD SET MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT IN THE WEST RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1128, FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 50 BEARS N 89°45'45" E (CALLED EAST), A DISTANCE OF 40.60 FEET,

THENCE SOUTH 89° 45' 45" WEST (CALLED WEST), ALONG THE SOUTH LINE OF SAID LOT 50, A DISTANCE OF 174.24 FEET TO A POINT FOR CORNER;

THENCE NORTH, ALONG THE EAST LINE OF HOLLINSWORTH DRIVE, A DISTANCE OF 403.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 89° 45' 45" EAST (CALLED EAST), A DISTANCE OF 174.24 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AND IN THE WEST RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY 1128;

THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY 1128, A DISTANCE OF 403.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.612 ACRES OF LAND, MORE OR LESS.

PAGE 2 OF 2



Exhibit 1 – Application Documents



DEVELOPMENT SERVICES DEPARTMENT

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-489-0634

SUBMITTAL CHECKLIST

So that we may efficiently review your project in a timely manner, it is important that all required documents and fees listed on the "Submittal Checklist" below are submitted with your application. One or more of the required documents may be waived due to the nature of the development; however, it is incumbent upon the applicant to inquire about these exceptions for your project **before** submitting an application. Answers to rezoning applications can be obtained by attending a pre-development meeting with our Development Review Committee (DRC) prior to submitting a formal application. Please call the phone number on the application to schedule an appointment. Submit application and accompanying documents to the Permits and Inspections at the address above Monday through Thursday between the hours of 7:30 a.m. and 5:30 p.m. and Friday between the hours of 7:30 a.m. and 11:30 a.m.

REZONING SUBMITTAL CHECKLIST ITEMS	REQUIRED (PLEASE CHECK)
Completed Rezoning Application (with all signatures)	✓
One (1) Legal Description of Property (metes & bounds description if not platted)	✓
One (1) Copy of Recorded Plat (if platted)	✓
One (1) Applicant Letter of Request	✓
Traffic Impact Analysis, if applicable	✓
Paid Application Fee	✓

APPLICANT CERTIFICATION

By signing below, I acknowledge that I have reviewed the Submittal Checklist and have included the required submittal items and reviewed them for completeness and accuracy. I also acknowledge that my application will be rejected if it is deemed incomplete.

Applicant Signature

9-28-2021

Date

Exhibit 2 - Notification

Public Hearing Notice to run on Sunday 10/24/2021

A PUBLIC HEARING WILL BE HELD AT MANVEL CITY HALL, 20031 HWY 6, MANVEL, TX 77578 AT 7:00 P.M. ON MONDAY, NOVEMBER 8, 2021, BEFORE THE MANVEL PLANNING, DEVELOPMENT AND ZONING COMMISSION AND AT 7:00 P.M. ON MONDAY, NOVEMBER 15, 2021, BEFORE THE MANVEL PDZC TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION OF 1.612 ACRES OF LAND LOCATED AT 3806 FM 1128, MANVEL, TEXAS, FROM LIGHT COMMERCIAL DISTRICT (LC) TO HEAVY COMMERCIAL DISTRICT (HC) PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. /S/ TAMMY BELL, CITY SECRETARY.

Exhibit 3 – Public Comment

Dear P&Z Commission Of Manvel Texas;

I am the owner of the Tract located (3806 FM 1128 Manvel Tx) Next to subject tract owned by Sideline Investment, LLC. I am writing this letter to express my support of Zone Change From Light Commercial District (LC) to Heavy Commercial District (HC) for the subject property. Feel free to contact me if needed.

832 640 0800

Ali Noormohammed

A handwritten signature in black ink, appearing to read "Ali Noormohammed". The signature is written in a cursive style with a large initial "A" and "N".

Exhibit 4 – Location Map

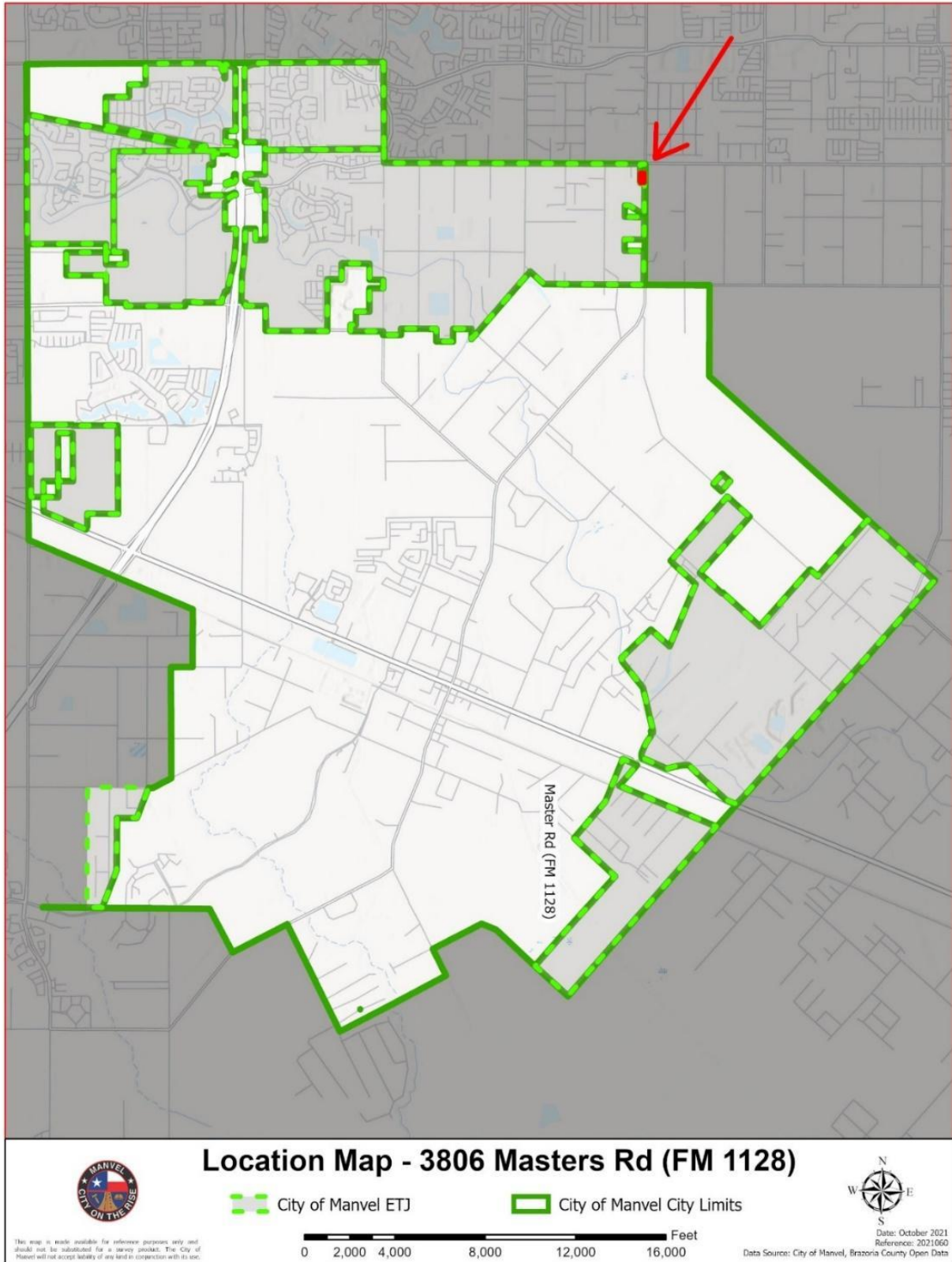


Exhibit 5 – Zoning Map

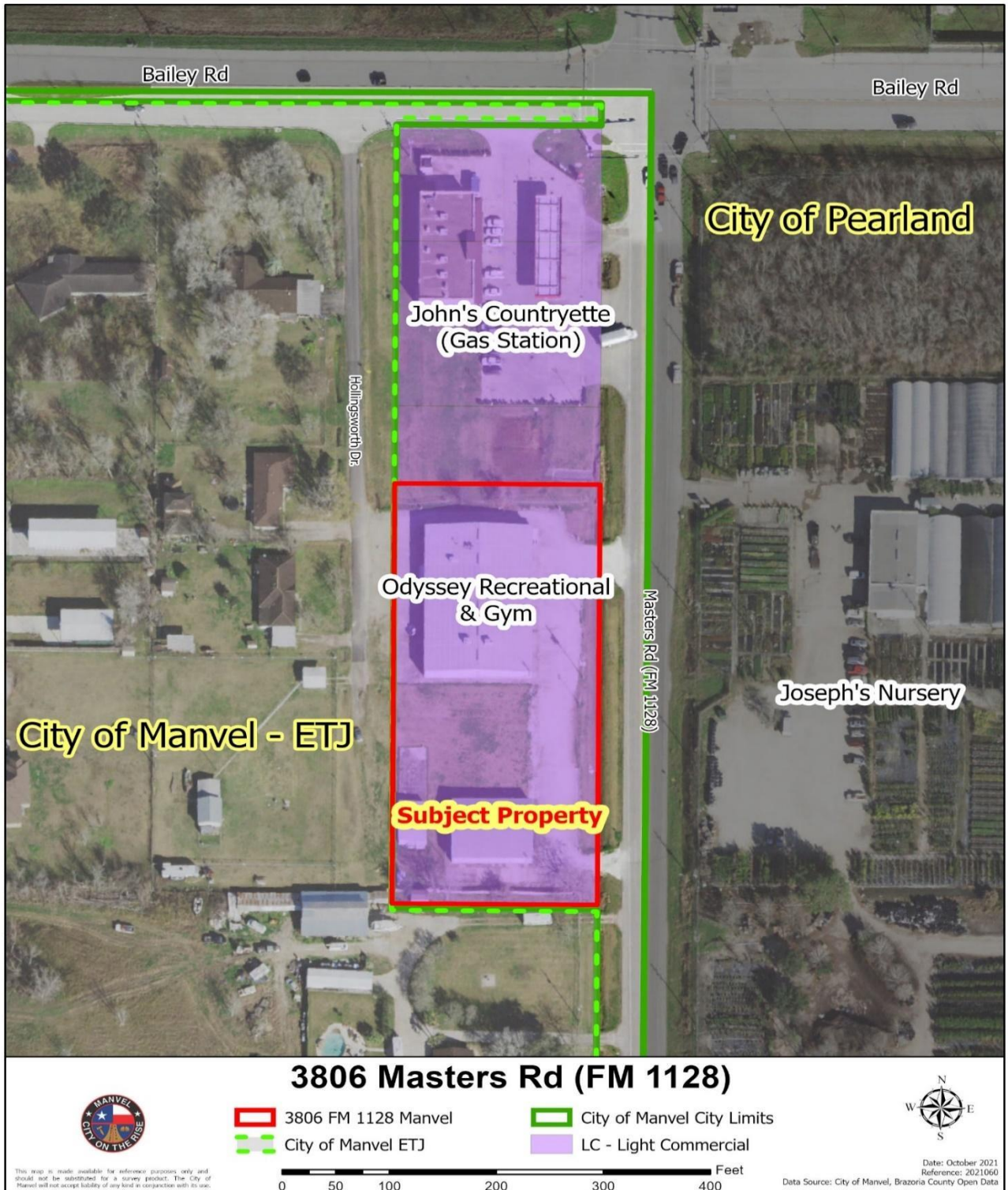


Exhibit 6 – Subject Property Views



Exhibit 7 – Subject Property Views



Exhibit 8 – Site Entrance and Surroundings



Exhibit 9 - Parking at Odyssey Cheer Company



Exhibit 9 - Parking at Odyssey Cheer Company



ORDINANCE NO. 2021-O-36

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION OF A TRACT OF LAND 1.612 ACRES LOCATED AT 3806 FM 1128, MORE OR LESS OUT OF LOT 50, H.T. & B. RAILROAD COMPANY SURVEY, SECTION 23, ABSTRACT NO. 290, BRAZORIA COUNTY, TEXAS, FROM LIGHT COMMERCIAL DISTRICT (LC) TO HEAVY COMMERCIAL DISTRICT (HC); PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

* * * * *

WHEREAS, Sideline Investments, LLC is the owner (the "Owner") of a certain tract of land 1.612 acres located at 3806 FM 1128, more or less, out of Lot 50, H.T. & B. Railroad Company Survey, Section 23, Abstract No. 290, Brazoria County, Texas, as shown on said a map and description of which is attached hereto as Exhibit "A"; and

WHEREAS, the Planning, Development, and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, a public hearing on such request; and

WHEREAS, the Planning, Development, and Zoning Commission did not recommend approval of such request, the City Council deems it appropriate to approve said rezoning; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The zoning classification of the certain tract of land 1.612 acres located at 3806 FM 1128, more or less, out of Lot 50, H.T. & B. Railroad Company Survey, Section 23, Abstract No. 290, Brazoria County, Texas, as shown on a map and description of which is attached hereto as Exhibit "A" attached hereto and for all things made a part hereof, shall be changed from the Light Commercial District (LC) to Heavy Commercial District (HC) for uses as permitted within such zone classification.

Section 3. The Zoning District Map of the City of Manvel shall be revised and amended to show the designation of said tracts, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. The City Council hereby finds and determines that said rezoning comports to the City's Comprehensive Land Use Plan. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Manvel, save and except the change in zoning classification of said tract(s) as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this _____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2021.

Debra Davison, Mayor

ATTEST:

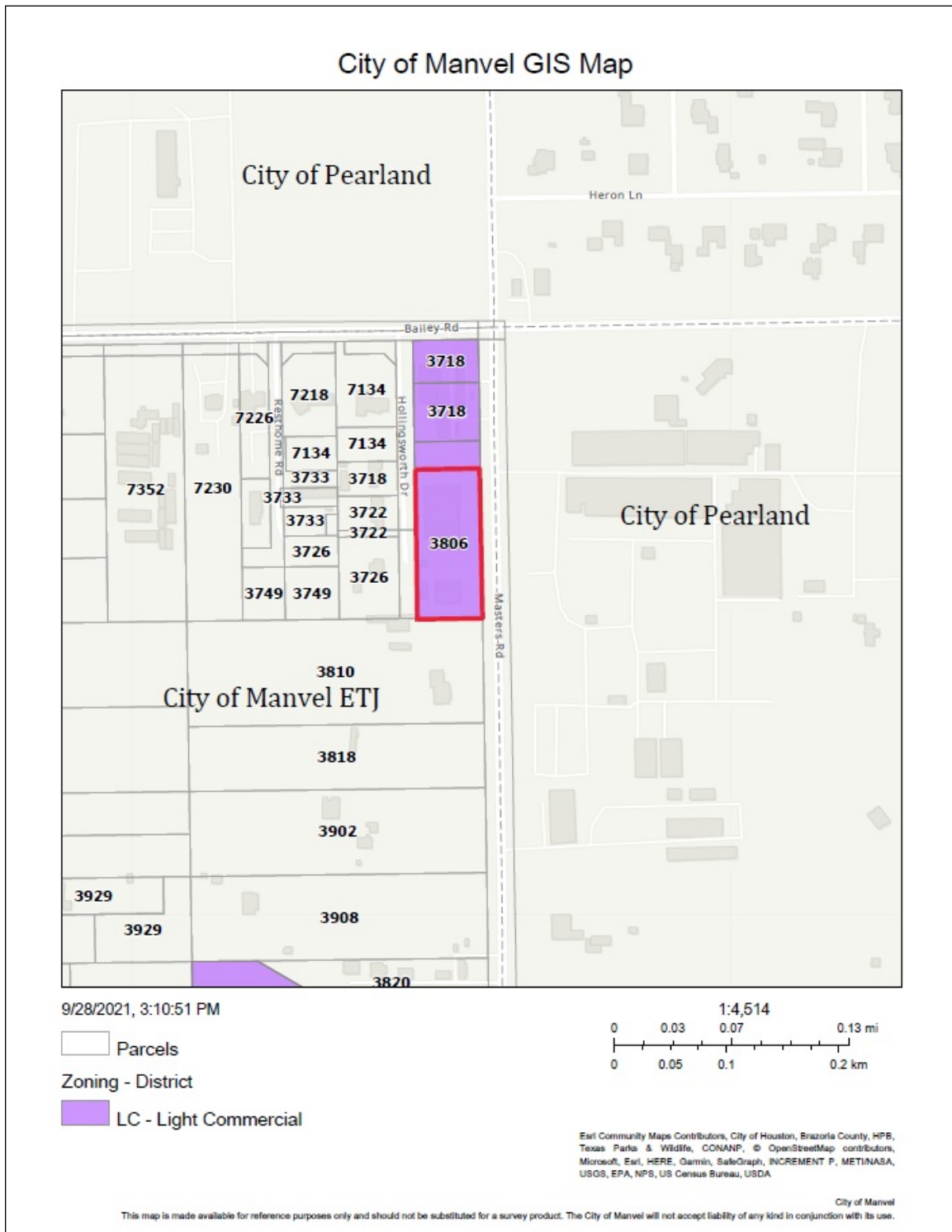
Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

EXHIBIT A

Being 1.612 acres of land, more or less, out of Lot 50, H.T. & B. Railroad Company Survey, Section 23, Abstract No. 290, Brazoria County, Texas.



From: [Dan Johnson](#)
To: [Kyle Jung](#); [Tammy Bell](#)
Cc: [Jessica Rodriguez](#); [Elaine Graham](#); [Gilbert Salas](#)
Subject: December 6 Consent Agenda
Date: Tuesday, November 30, 2021 1:52:28 PM
Attachments: [image002.png](#)

Kyle and Tammy,

In order to begin the **one-year** maintenance period, a final inspection walk-through has been conducted for:

Meridiana Section 39A

The Maintenance Bonds have been submitted to the City Secretary's Office, and the As-Built Construction Plans have been submitted to the Development Coordinator's Office.

In short, we recommend that City Council accept the infrastructure improvements for this project to begin the Maintenance Period.

Please let me know if you need any further information.
~Dan

Daniel S. Johnson, P.E., CFM

Assistant City Manager
City Engineer
20025 Highway 6
Manvel, Texas 77578
(281) 489-0630

www.cityofmanvel.com



From: [Dan Johnson](#)
To: [Kyle Jung](#); [Tammy Bell](#)
Cc: [Jessica Rodriguez](#); [Elaine Graham](#); [Gilbert Salas](#)
Subject: December 6 Consent Agenda
Date: Tuesday, November 23, 2021 4:13:23 PM
Attachments: [image003.png](#)

Kyle and Tammy,

-
In order to begin the **two-year** maintenance period, final inspection walk-throughs have been conducted for:

Pomona Section 20
Pomona Section 21
Orchard Park Lane Phase 2

The Maintenance Bonds have been submitted to the City Secretary's Office, and the As-Built Construction Plans have been submitted to the Development Coordinator's Office.

In short, we recommend that City Council accept the infrastructure improvements for these projects to begin the Maintenance Period.

Please let me know if you need any further information.
~Dan

Daniel S. Johnson, P.E., CFM

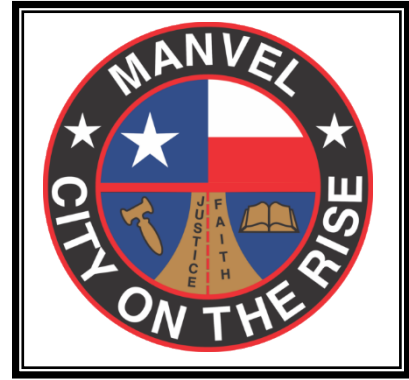
Assistant City Manager
City Engineer
20025 Highway 6
Manvel, Texas 77578
(281) 489-0630

www.cityofmanvel.com



THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF MANVEL §

LARRY AKERY, COUNCIL PLACE 1
LORRAINE HEHN, COUNCIL PLACE 2
NICCOLE TYSON, COUNCIL PLACE 3
DAN DAVIS, COUNCIL PLACE 4
JASON ALBERT, COUNCIL PLACE 5
JEROME HUDSON, COUNCIL PLACE 6



DEBRA DAVISON, MAYOR
KYLE JUNG, CITY MANAGER
TAMMY BELL, CITY SECRETARY

MINUTES 11/15/2021

Workshop Session

Mayor Davison called the workshop of the Manvel City Council to order at 6:02p.m.
Those in attendance were:

Present: Mayor Debra Davison
City Council Member Place 1 Larry Akery
City Council Member Place 2 Lorraine Hehn
City Council Member Place 3 Nicole Tyson
City Council Member Place 6 Jerome Hudson
City Council Member Place 5 Jason Albert
City Council Member Place 4 Dan Davis

Absent: None

Also Present: Kyle Jung, City Manager
Dan Johnson, Assistant City Manager/City Engineer
Robert Gervais, City Attorney
Tammy Bell, City Secretary
Keith Traylor, Chief of Police
Chris Thomas, Finance Director
Jessica Rodriguez, Director of Development Services

Update by Richard Weatherly on the Utility Rate Study.

Presentation topics as listed;

Introduction and Key Assumptions

- *Connections
- *Revenues (without Impact Fees)
- *O&M Expenses
- *Debt Service / CIP

Financial Outlook

- *FY 22 Revenue Requirements
- *FY 23-30 Rate Adjustments
- *Action items & Path Forward

Update on the following City Master Plans;

Master Drainage Plan
Master Streets Plan
Master Water Plan
Master Wastewater Plan

General Discussion / Update provided by Dan Johnson;

The original Master Drainage Plan was adopted in 2014. The plan has not been updated until now. The update will include the additional 117 acres the city purchased for drainage improvements.

Master Thoroughfare Plan - Updated a few months ago to incorporate a few minor changes. Part two of the plan would be to include a street maintenance program. This is just getting underway. The contractor doing the work is Fudro. The end result is to have a list of all the city streets, conditions, and a priority repair plan.

Master Water Plan - about 90% complete. HDR is doing the update. The difference in this plan is that options are being looked at for where the city will get its water from in the future.

Master Wastewater Plan - Rate study impact fee study site study and central wastewater treatment plan preliminary design. Richard, with Freese and Nichols, is working on these.

Update on phasing plan for park improvements at the Police Station Park.

Update provided by Dan Johnson;

2017 Master Parks Plan has a projected growth plan for the Police Station Park.

Option 1

Picnic pavilion
Group pavilion
Increased parking lot
Trails/sidewalks

Option 2

1 larger pavilion
1/4 of the parking lot
(No restrooms)

Option 3

Smaller pavilion
Sidewalks
Trails
Parking lot
Restrooms

The Mayor would like this item to be in a future workshop as an individual item. Would also like to move forward with renaming process.

Discussion on any subject addressed on the Agenda for November 15, 2021.

None

Mayor Davison adjourned the workshop at 7:00 p.m.

Regular Session

Call To Order

Mayor Davison called the meeting of the Manvel City Council to order at 7:00 p.m.

Those in attendance were:

Present: Mayor Debra Davison
City Council Member Place 1 Larry Akery
City Council Member Place 2 Lorraine Hehn
City Council Member Place 3 Niccole Tyson
City Council Member Place 6 Jerome Hudson
City Council Member Place 5 Jason Albert
City Council Member Place 4 Dan Davis

Absent: None

Also Present: Kyle Jung, City Manager
Dan Johnson, Assistant City Manager/City Engineer
Robert Gervais, City Attorney
Tammy Bell, City Secretary
Keith Traylor, Chief of Police
Chris Thomas, Finance Director
Jessica Rodriguez, Director of Development Services

Inspirational Reading - Council Member Jerome Hudson

Pledge

Pledge of Allegiance and Texas Pledge: "Honor the Texas flag; I pledge allegiance to thee Texas, one state under God, one and indivisible.

Citizen Comments: "Comment Card" Required

****Members of the public who wish to submit written comments on a listed agenda item must submit their comments via the Public Comment Request Form found on the city website www.cityofmanvel.com or by emailing tbell@cityofmanvel.com or by calling 281-489-0630 x6 for staff assistance.*

Erica Davis

Concerns about the Police Department Park. Not opposed to there being a park there, but has concerns about taking her children there with the possibility of someone being brought in to be booked, and concerns about weapons and/or if an officer had to make a fast exit from the building. The park is located off of a busy road. Would like to have it considered to have the park moved back further. The last concern is where the funds will come from for the repairs. Not in favor of taxes being raised for these repairs. When asked for thoughts within her subdivision group, one major concern was the possibility of taxes being raised.

Mia Johnson

Talking in favor of a subdivision variance on Uzzell, however, she has concerns about the staff suggestions included in the Development Agreement.

Carey Parin - Alvin Manvel Area Chamber

Talking in favor of the proposed zoning change at 3806 FM 1128. As the Chamber President, he pleaded with the City Council to really evaluate this request so as not to miss a chance to have a good large business in the City.

Proclamation

Family Court Awareness Month - November 2021

Public Hearing

TO HEAR COMMENTS REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION OF 1.612 ACRES OF LAND LOCATED AT 3806 FM 1128, MANVEL, TEXAS, FROM LIGHT COMMERCIAL DISTRICT (LC) TO HEAVY COMMERCIAL DISTRICT (HC) PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Public Hearing opened at 7:30 p.m.

1st call for comments -

Glenn Norhome - General Manager of the business being discussed. Spoke in favor of the request.

2nd call for comments -

Chad Thuman - Property Owner. Spoke in favor of the proposed rezone request.

3rd call for comments -

None

Public Hearing closed at 7:45 p.m.

TO HEAR COMMENTS ON AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY BEING AN UNIMPROVED PORTION OF BISSELL ROAD (50 FOOT WIDE) 2.713 ACRE TRACT OF LAND IN THE H.T.&B.R.R. CO. SURVEY, SECTION 62, ABSTRACT NO. 484, BRAZORIA COUNTY, TEXAS. VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEED(S) CONVEYING RESPECTIVE INTEREST(S) IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

Public Hearing opened at 7:45 p.m.

1st call for comments - None

2nd call for comments - None

3rd call for comments - None

Public Hearing closed at 7:46 p.m.

City Manager Update

Update on current events and city issues.

Update on live streaming the city meetings. The staff has the recordings and are able to update on the city website with the specific meetings under "Agendas and Minutes".

Staff Hiring Update

7 new employees have been hired

Development Services - Administrative Assistant

IT - Cyber Security

Community Services - Maintenance Technician and Administrative Assistant

Utility Department - Two utility technicians

Police Department - Dispatcher

A permit specialist and dispatcher are anticipated to start soon.

Code Enforcement and Fire Marshal job descriptions have been updated and posted on the city website.

Covid numbers;

Total to date 3782 cases - increase of 41 since last meeting

59 confirmed cases - decrease of 43 since last meeting

21 probable cases - decrease of 5 since last meeting

3662 recovered cases - up 89 since last meeting

Deaths - no change since last meeting

Kyle stated there has been a request to move up the consent agenda.

*** CONSENT AGENDA MOVED UP IN THE ORDER OF THE AGENDA ****

Council Member Davis made the motion to approve the consent agenda. Council Member Hehn seconded the motion.

The motion carried with a vote:

Vote: 7/0

Yes: Mayor Debra Davison, City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

Executive Session

Mayor Davison recessed the meeting at 7:55 for the Executive Session.

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071 - "Consultation with Attorney" to discuss the following:

Discuss demand letter from Meridiana

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071 - "Consultation with Attorney" to discuss the following:

Discuss participation in State of Texas' settlement with litigants on opioid litigation

With no action taken, Mayor Davison reconvened the meeting at 8:20 p.m.

Regular Agenda

1. Consideration and possible action on a request by Aspect Energy, LLC to waive the publication and notice requirements for a drilling permit as required in section 35-104 of the City of Manvel Code of Ordinances.

Council Member Hehn made the motion to approve. Council Member Tyson seconded the motion.

The motion carried with a vote:

Vote: 4-3

Yes: Mayor Debra Davison, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 6 Jerome Hudson

No: City Council Member Place 1 Larry Akery, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert

Absent: None

Abstained: None

2. Consideration and possible action to approve the first of two readings of Ordinance 2021-O-36; AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION OF 1.612 ACRES OF LAND LOCATED AT 3806 FM 1128, MANVEL, TEXAS, FROM LIGHT COMMERCIAL DISTRICT (LC) TO HEAVY COMMERCIAL DISTRICT (HC) PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. (Motion to forward with favorable recommendation by PD&Z FAILED with a 0/5 vote).

Council Member Albert made the motion to approve. Council Member Hehn seconded the motion.

The motion carried with a vote:

Vote: 7/0

Yes: Mayor Debra Davison, City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

3. Consideration and possible action to approve Resolution 2021-R-30; A RESOLUTION CONSENTING TO THE ADDITION OF LAND TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 56.

Council Member Albert made the motion to approve. Council Member Hehn seconded the motion.

The motion carried with a vote:

Vote: 7/0

Yes: Mayor Debra Davison, City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

4. Consideration and possible action to direct staff on creating a financial impact summary on any agenda item that has a direct or indirect impact on the budget. (Requested by Council Member Davis).

No action taken.

5. Consideration and possible action to approve a subdivision variance request for property located at 9820 Uzzell Road for relief from Chapter 62, Section 62-46 (f) and authorize the Mayor to execute the Development Agreement.

**** Order of the agenda amended *****

Agenda Item #5 moved up before Agenda Item #4

Council Member Albert made the motion to approve contingent on removing item # 1 in the development agreement requiring the building of the road.

Council Member Davis seconded the motion.

The motion carried with a vote:

Vote: 7/0

Yes: Mayor Debra Davison, City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a City Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in sequence on the Agenda.

1. Approve the second and final reading of Ordinance 2021-O-31;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, REORGANIZING THE ADMINISTRATIVE DEPARTMENTS OF THE CITY; APPROVING THE CITY OF MANVEL ORGANIZATIONAL CHART; PROVIDING AN EFFECTIVE DATE.
2. Approve the second and final reading of Ordinance 2021-O-33;
AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO PRESENTLY ARE MEMBERS OF THE CITY OF Manvel; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ACTIONS.
3. Approve the second and final reading of Ordinance 2021-O-34;
AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, RESTRICTED PRIOR SERVICE CREDIT TO EMPLOYEES WHO ARE MEMBERS OF THE SYSTEM FOR SERVICE PREVIOUSLY PERFORMED FOR VARIOUS OTHER PUBLIC ENTITIES FOR WHICH THEY HAVE NOT RECEIVED CREDITED SERVICE; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

4. Acceptance of the infrastructure improvements for Del Bello Lakes Section 10 to begin the two-year maintenance period.
5. Acceptance of the infrastructure improvements for Meridiana Section 33A to begin the one- year maintenance period.
6. Acceptance of a Special Warranty Deed from Alvin ISD;
BEING 1.200 ACRES IN THE H.T.&B.R.R CO. SURVEY ABSTRACT NO. 283 AND MARY O'DONNELL SURVEY ABSTRACT NO. 470 CITY OF MANVEL, TEXAS.
(Property behind COM water plant)
7. Acceptance of a Special Warranty Deed from Alvin ISD;
BEING 1.090 ACRES IN THE MARY O'DONNELL SURVEY ABSTRACT NO. 483 CITY OF MANVEL, TEXAS.
(Water plant site)
8. Acceptance of a Access Easement from Alvin ISD;
BEING 1.267 ACRES IN THE H.T.&B.R.R CO. SURVEY ABSTRACT NO. 283 AND MARY O'DONNELL SURVEY ABSTRACT NO. 483 CITY OF MANVEL, TEXAS.
(Access to the new water plant)
9. Acceptance of a Water Line Easement from Alvin ISD;
BEING A 20-FOOT WIDE WATER LINE EASEMENT LOCATED IN THE H.T.&B.R.R CO. SURVEY ABSTRACT NO. 283 AND MARY O'DONNELL SURVEY ABSTRACT NO. 483 CITY OF MANVEL, TEXAS.
(20' water line easement around MHS)
10. Acceptance of a Water Line Easement from Alvin ISD;
20-FOOT WIDE WATER LINE EASEMENT BEING 0.0368 ACRE IN THE MARY O'DONNELL SURVEY ABSTRACT NO. 483 CITY OF MANVEL, TEXAS.
11. Acceptance of a Water Line Easement from Alvin ISD;
20' WIDE INTERCONNECT WATERLINE EASEMENT BEING AN 0.0184 ACRE IN THE H.T.&B.R.R CO. SURVEY ABSTRACT NO. 283 CITY OF MANVEL, TEXAS.
12. Acceptance of Meeting Minutes to date.

*The consent agenda was approved after the City Manager Updates section of the agenda.

Mayor and Council Comments

Dan Davis - Congratulated employees with anniversaries and wished employees Happy Birthday for November.

Jason Albert - Reminder that with Thanksgiving upon us, some people have not been fortunate this year and to help others where we can.

Adjourn

Council Member Albert made the motion to adjourn. Council Member Akery seconded the motion.

The motion carried with a vote:

Vote: 7/0

Yes: Mayor Debra Davison, City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

The meeting adjourned at 9:55 p.m.

CERTIFICATION

DEBRA DAVISON, MAYOR
CITY OF MANVEL, TEXAS

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS