

RESOLUTION NO. 2025-785

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRBY APPROVING
CONTRACT WITH HDL COMPANIES AUTHORIZING THE CITY MANAGER TO
EXECUTE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City Council has recognized a need to engage HDL Companies to provide sales tax information to the City of Kirby; and

WHEREAS, after exercising its due diligence, the Council of the City of Kirby finds that in the City Manager shall have the authority to execute an agreement with HDL Companies; and

WHEREAS, the City Council finds it in the best interests of the City to approve the contract with HDL Companies.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF KIRBY, TEXAS**

Section 1. The City Manager is authorized to execute any and all necessary documents required to effectuate this Resolution.

Section 2. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

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

Section 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 6. This resolution shall become effective immediately upon its passage.

Passed and approved this the _____ day of _____, 2025.

CITY OF KIRBY, TEXAS

Janeshia Grider, Mayor

ATTEST:

Christine Wilson, City Secretary

HdL Companies

September 9, 2025

HdL Companies: Bundled Package of Services - Pricing Options for the City of Kirby

Option 1: Full Sales Tax Administration Services (Including Crime Control District)

- 1) Monthly Sales Tax Reports via HdL Portal
- 2) Administrative Review
- 3) *Unlimited* Consultation—full access to our Client Services Team for any sales tax questions
- 4) HdL Consensus Texas Forecast and Forecast Tool—updated 2-4 times per year
- 5) Audit
- 6) Research and Recovery

- **\$3600 annually (+30% recovery component for City for any sales tax improvements recovered by HdL – only on improvements; +35% for Crime Control District)**

Option 2: Economic Development Package

- 1) Retail Market Analytic Reports—Updated 1-2 times per year
 - o Consumer Demographic Profile
 - o Household Segmentation
 - o Employment Profile
 - o GAP Report (Leakage Report)
 - o **VOID Analysis (Solutions Set with Match Scores)**
- 2) Community Profile (updated annually)
- 3) Consultation with our Economic Development Team

- **\$3600 annually (\$4800 Regular Price: \$1200 Discount if bundled service with sales tax)**

Option 3: Sales Tax and Economic Development Services Bundled Package (All of the Above)

- 1) Monthly Sales Tax Reports via HdL Portal
- 2) Administrative Review
- 3) *Unlimited* Consultation—full access to our Client Services Team for sales tax questions
- 4) HdL Consensus Texas Forecast and Forecast Tool—updated 2-4 times per year
- 5) Audit
- 6) Research and Recovery
- 7) Retail Market Analytic Reports—Updated 1-2 times per year
 - a. Consumer Demographic Profile
 - b. Household Segmentation
 - c. Employment Profile
 - d. GAP Report (Leakage Report)
 - e. **VOID Analysis (Solutions Set with Match Scores)**
- 8) Community Profile (updated annually)
- 9) Economic Development Consultation with our Economic Development Team

- **\$7200 annually (plus recovery component mentioned above for any sales tax recovered by HdL – only on improvements)**

Kirby Crime Control
SALES TAX PAYMENT DETAIL

COLLECTIONS	Aug-25		Fiscal Year: Jan-Dec			
	Aug-24	Aug-25	Chg. \$ Chg. %	Prior FYTD	Current FYTD	Chg. \$ Chg. %
Current Period	10,553	11,112	559 5.3%	80,613	81,483	870 1.1%
Prior Period	141	67	(74) -52.5%	711	1,821	1,111 156.3%
Future Period		0	0 0.0%	483	774	291 60.3%
Audit	62	69	7 11.4%	(979)	634	1,613 164.8%
Unidentified	2	2	1 50.3%	24	17	(7) -28.7%
Single Local Tax Rate	119	138	19 15.7%	893	1,069	175 19.6%
TOTAL	10,877	11,388	511 4.7%	81,745	85,797	4,053 5.0%
Service Fee	(218)	(228)	(10) -4.7%	(1,635)	(1,716)	(81) -5.0%
Current Retained	(213)	(223)	(10) -4.7%	(1,602)	(1,682)	(79) -5.0%
Prior Retained	197	219	22 11.1%	1,604	1,689	86 5.3%
NET PAYMENT	10,643	11,156	513 4.8%	80,111	84,089	3,978 5.0%

Kirby Crime Control
SALES TAX PAYMENT DETAIL

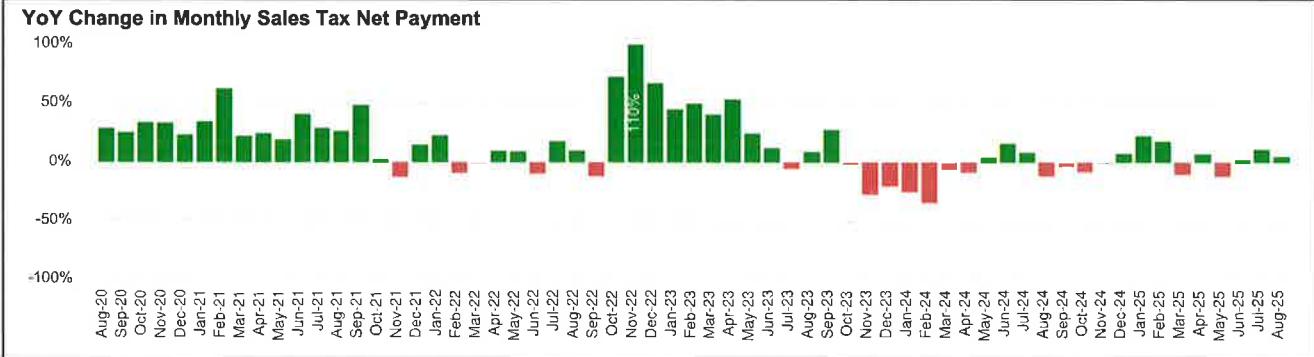
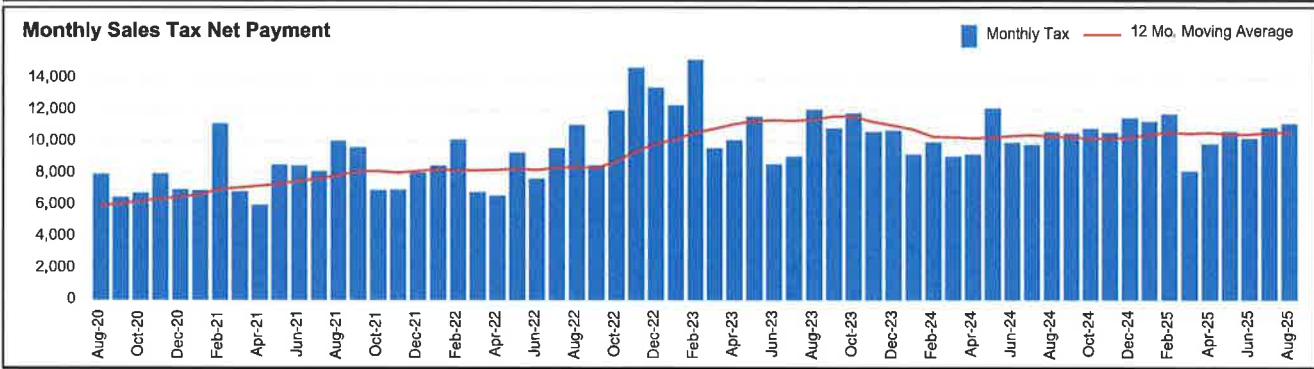
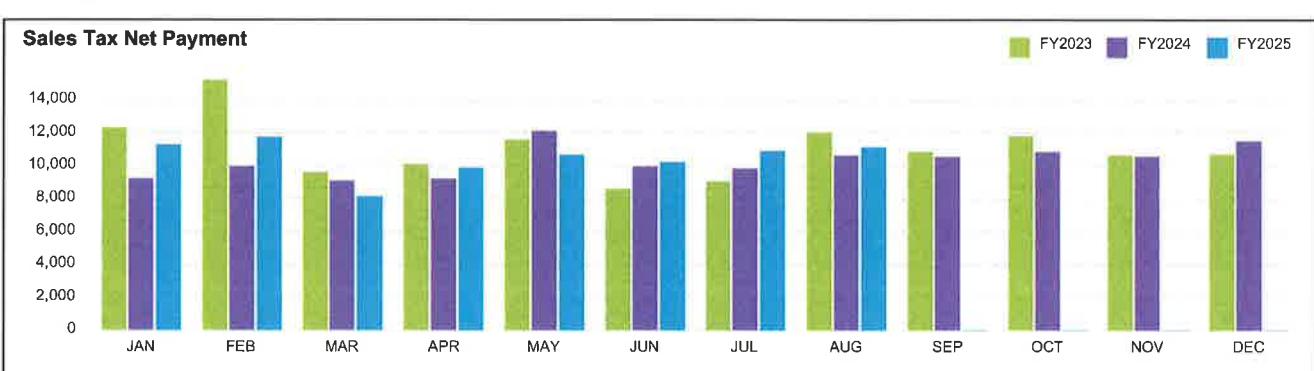
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Kirby
SALES TAX PAYMENT DETAIL

Aug-25				Fiscal Year: Oct-Sep		
COLLECTIONS	Aug-24	Aug-25	Chg. \$ Chg. %	Prior FYTD	Current FYTD	Chg. \$ Chg. %
Current Period	68,064	72,376	4,312 6.3%	630,822	642,349	11,527 1.8%
Prior Period	902	335	(567) -62.9%	13,696	6,966	(6,730) -49.1%
Future Period		0	0 0.0%	3,182	4,513	1,331 41.8%
Audit	307	518	211 68.7%	(3,243)	4,657	7,901 243.6%
Unidentified	11	18	7 66.8%	246	209	(37) -15.0%
Single Local Tax Rate	769	899	130 17.0%	6,590	8,134	1,544 23.4%
TOTAL	70,053	74,146	4,093 5.8%	651,293	666,828	15,535 2.4%
Service Fee	(1,401)	(1,483)	(82) -5.8%	(13,026)	(13,337)	(311) -2.4%
Current Retained	(1,373)	(1,453)	(80) -5.8%	(12,765)	(13,070)	(304) -2.4%
Prior Retained	994	1,094	100 10.1%	12,506	12,685	179 1.4%
NET PAYMENT	68,273	72,304	4,031 5.9%	638,008	653,106	15,098 2.4%

Kirby Crime Control - Sales Tax Net Payment Trend

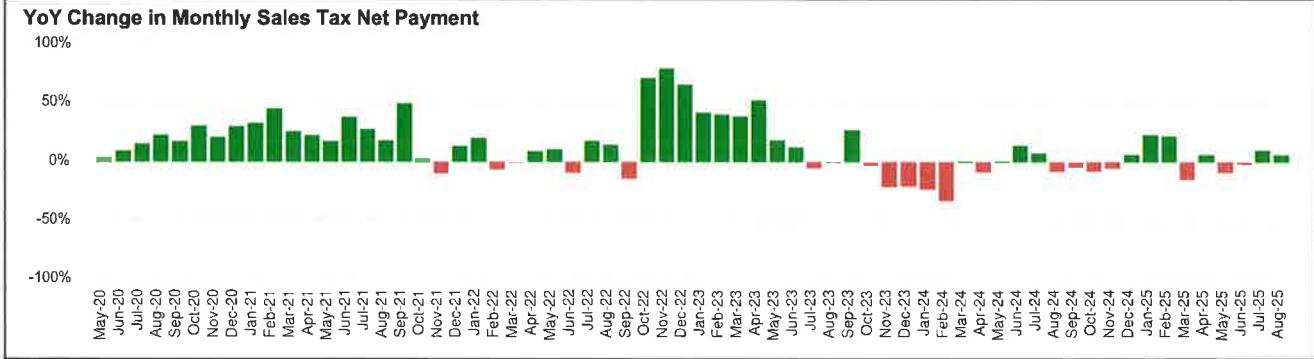
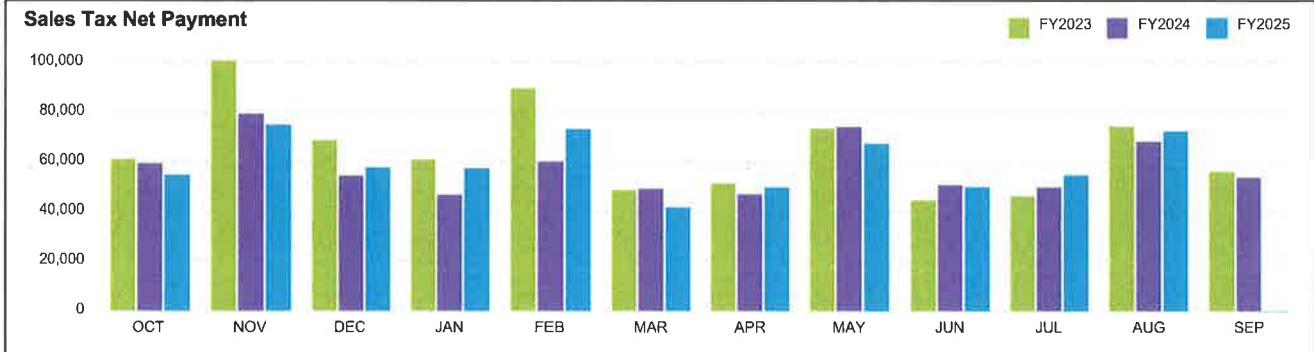
FISCAL YEAR						
	2021	2022	2023	2024	2025	
Jan	\$ 6,935	\$ 8,507	\$ 12,320	\$ 9,229	\$ 11,298	
Feb	\$ 11,164	\$ 10,154	\$ 15,213	\$ 9,980	\$ 11,764	
Mar	\$ 6,876	\$ 6,845	\$ 9,617	\$ 9,085	\$ 8,154	
Apr	\$ 6,021	\$ 6,603	\$ 10,130	\$ 9,230	\$ 9,885	
May	\$ 8,561	\$ 9,328	\$ 11,615	\$ 12,130	\$ 10,679	
Jun	\$ 8,501	\$ 7,685	\$ 8,613	\$ 9,972	\$ 10,235	
Jul	\$ 8,157	\$ 9,616	\$ 9,089	\$ 9,841	\$ 10,917	
Aug	\$ 10,074	\$ 11,080	\$ 12,055	\$ 10,643	\$ 11,156	
Sep	\$ 9,661	\$ 8,530	\$ 10,881	\$ 10,563		
Oct	\$ 6,960	\$ 12,003	\$ 11,842	\$ 10,860		
Nov	\$ 6,983	\$ 14,698	\$ 10,662	\$ 10,596		
Dec	\$ 8,047	\$ 13,436	\$ 10,733	\$ 11,525		
YEAR	\$ 97,939	\$ 118,484	\$ 132,770	\$ 123,656	\$ 84,089	



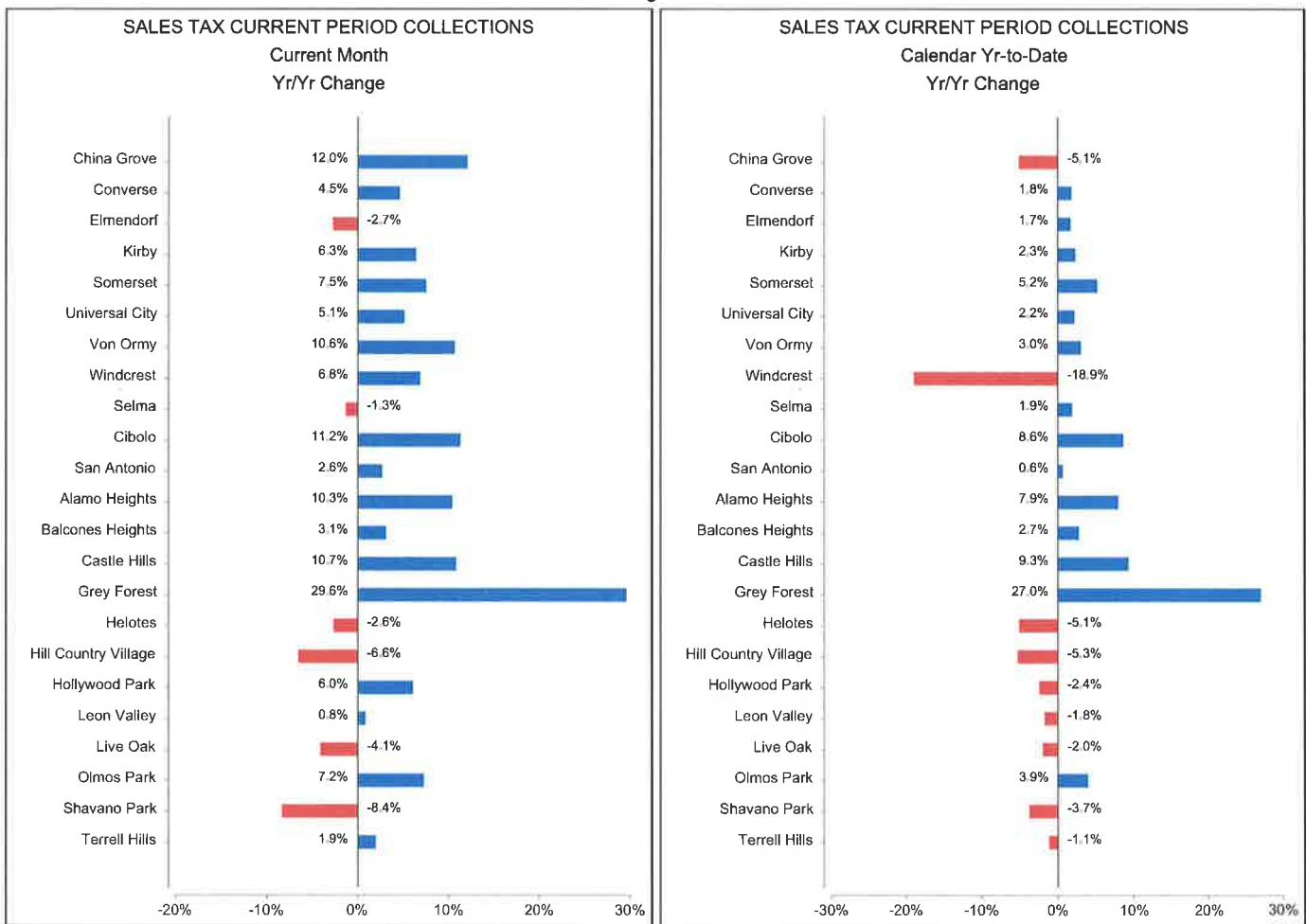
Kirby - Sales Tax Net Payment Trend

	FISCAL YEAR					Change: FY '25/24				
	2021		2022		2023		2024		2025	
	Month	Year-to-Date	\$	%	\$	%	\$	%	\$	%
Oct	\$ 34,557	\$ 35,560	\$ 60,927	\$ 59,282	\$ 54,665	\$ (4,617)	-7.8%	\$ (4,617)	-7.8%	
Nov	\$ 62,088	\$ 56,054	\$ 100,584	\$ 79,215	\$ 74,813	\$ (4,402)	-5.6%	\$ (9,019)	-6.5%	
Dec	\$ 36,457	\$ 41,359	\$ 68,560	\$ 54,296	\$ 57,653	\$ 3,357	6.2%	\$ (5,662)	-2.9%	
Jan	\$ 35,641	\$ 42,885	\$ 60,912	\$ 46,679	\$ 57,397	\$ 10,718	23.0%	\$ 5,055	2.1%	
Feb	\$ 68,295	\$ 63,903	\$ 89,563	\$ 59,931	\$ 73,120	\$ 13,189	22.0%	\$ 18,245	6.1%	
Mar	\$ 35,331	\$ 35,118	\$ 48,638	\$ 49,055	\$ 41,621	\$ (7,434)	-15.2%	\$ 10,811	3.1%	
Apr	\$ 30,905	\$ 33,721	\$ 51,327	\$ 46,850	\$ 49,738	\$ 2,887	6.2%	\$ 13,698	3.5%	
May	\$ 55,883	\$ 61,915	\$ 73,330	\$ 74,026	\$ 67,311	\$ (6,716)	-9.1%	\$ 6,982	1.5%	
Jun	\$ 43,528	\$ 39,548	\$ 44,445	\$ 50,682	\$ 49,879	\$ (802)	-1.6%	\$ 6,180	1.2%	
Jul	\$ 41,489	\$ 48,856	\$ 46,315	\$ 49,717	\$ 54,605	\$ 4,887	9.8%	\$ 11,067	1.9%	
Aug	\$ 64,767	\$ 74,125	\$ 74,325	\$ 68,273	\$ 72,304	\$ 4,031	5.9%	\$ 15,098	2.4%	
Sep	\$ 51,398	\$ 44,091	\$ 56,068	\$ 53,706						
YEAR	\$ 560,339	\$ 577,135	\$ 774,996	\$ 691,714	\$ 653,106					

YoY Change 3.0% 34.3% -10.7% na



HdL Companies
SALES TAX TREND
 Bexar Co. (23) Cities
 Aug-25



Data Source: Texas Comptroller of Public Accounts

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HdL Companies

SALES TAX PAYMENT DETAIL REPORT

Tax Rate = 1.250%

PERIOD	Current Prd Collections	Prior Prd Collections	Future Prd Collections	Audit Collections	SLT Collections	Unidentified Collections	Total Collections	Service Fee	Current Retained	Prior Retained	Net Payment
10/2022	56,476	4,809	332	226	650	42	62,534	1,251	1,226	869	60,927
11/2022	102,139	(266)	6	419	1,102	57	103,456	2,069	2,028	-	1,226
12/2022	68,214	235	-	59	753	14	69,276	1,386	1,358	2,028	68,560
01/2023	58,894	451	1,530	249	803	82	62,010	1,240	1,215	1,358	60,912
02/2023	87,546	2,417	7	1,010	980	32	91,991	1,840	1,803	1,215	89,563
03/2023	47,204	1,146	0	(168)	574	11	48,767	975	956	1,803	48,638
04/2023	49,170	2,409	118	193	529	28	52,448	1,049	1,028	956	51,327
05/2023	72,901	1,373	180	59	756	15	75,284	1,506	1,476	1,028	73,330
06/2023	43,042	1,078	-	141	451	30	44,741	895	877	1,476	44,445
07/2023	45,891	401	493	16	483	29	47,312	946	927	877	46,315
08/2023	74,566	984	120	9	728	17	76,425	1,528	1,498	927	74,325
09/2023	55,840	187	-	197	584	12	56,820	1,136	1,114	1,498	56,068
10/2023	57,543	109	769	1,495	639	12	60,567	1,211	1,187	1,114	59,282
11/2023	79,310	1,148	-	19	730	39	81,246	1,625	1,592	1,187	79,215
12/2023	48,541	5,905	-	120	260	50	54,877	1,098	1,076	1,592	54,296
01/2024	45,077	708	1,040	16	634	9	47,484	950	931	1,076	46,679
02/2024	65,458	913	-	(5,574)	628	7	61,433	1,229	1,204	931	59,931
03/2024	47,318	1,790	-	144	561	11	49,824	996	977	1,204	49,055
04/2024	47,458	(415)	36	137	519	31	47,765	955	936	977	46,850
05/2024	72,442	2,800	-	45	803	14	76,104	1,522	1,492	936	74,026
06/2024	50,853	(1,237)	1,040	(0)	528	36	51,219	1,024	1,004	1,492	50,682
07/2024	48,759	1,072	298	48	518	26	50,722	1,014	994	1,004	49,717
08/2024	68,064	902	-	307	769	11	70,053	1,401	1,373	994	68,273
09/2024	50,603	746	1,968	653	511	9	54,490	1,090	1,068	1,373	53,706
10/2024	54,696	372	22	149	552	15	55,807	1,116	1,094	1,068	54,665
11/2024	74,991	291	212	252	958	55	76,759	1,535	1,504	1,094	74,813
12/2024	56,943	210	404	245	643	19	58,463	1,169	1,146	1,504	57,653
01/2025	56,226	1,486	2	105	743	9	58,571	1,171	1,148	1,146	57,397
02/2025	70,272	409	2,580	479	1,176	23	74,940	1,499	1,469	1,148	73,120
03/2025	39,966	904	246	234	451	7	41,808	836	819	1,469	41,621
04/2025	47,590	1,660	846	234	585	21	50,935	1,019	998	819	49,738
05/2025	67,244	506	-	377	907	13	69,046	1,381	1,353	998	67,311
06/2025	48,556	698	186	438	630	18	50,527	1,011	990	1,353	49,879
07/2025	53,489	95	15	1,626	589	10	55,825	1,117	1,094	990	54,605
08/2025	72,376	335	-	518	899	18	74,146	1,483	1,453	1,094	72,304

Market Area Summary



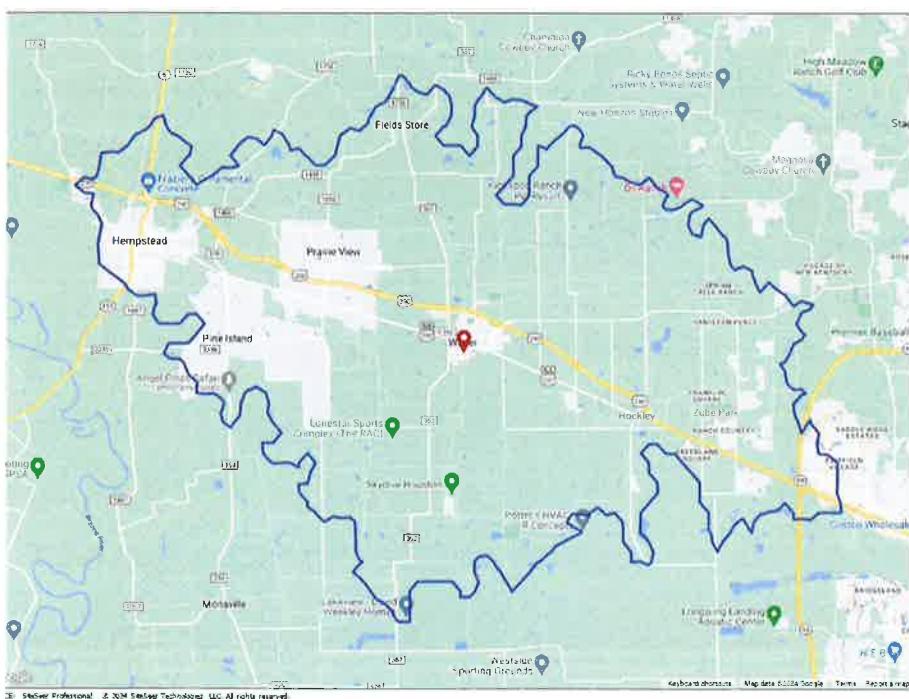
Logistics. Business Parks. Growing Talent Pool.

Small Town Values.

Multiple new subdivisions within Waller ISD will provide about 42,000 new housing units from 2023 to 2032. The school district ranked #1 in safety among the 22 Houston area school districts and traditional values of family and community make Waller a great place to build a career, raise a family and call home. Waller will negotiate

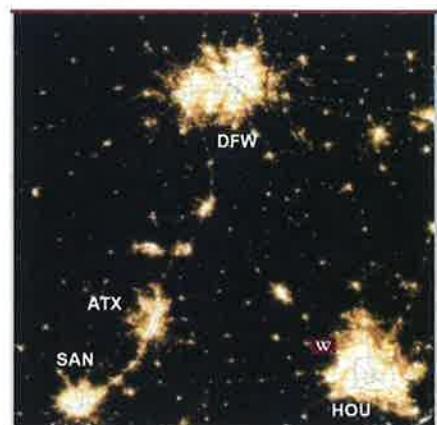
Trade Area

02



Nearby Landmarks

03



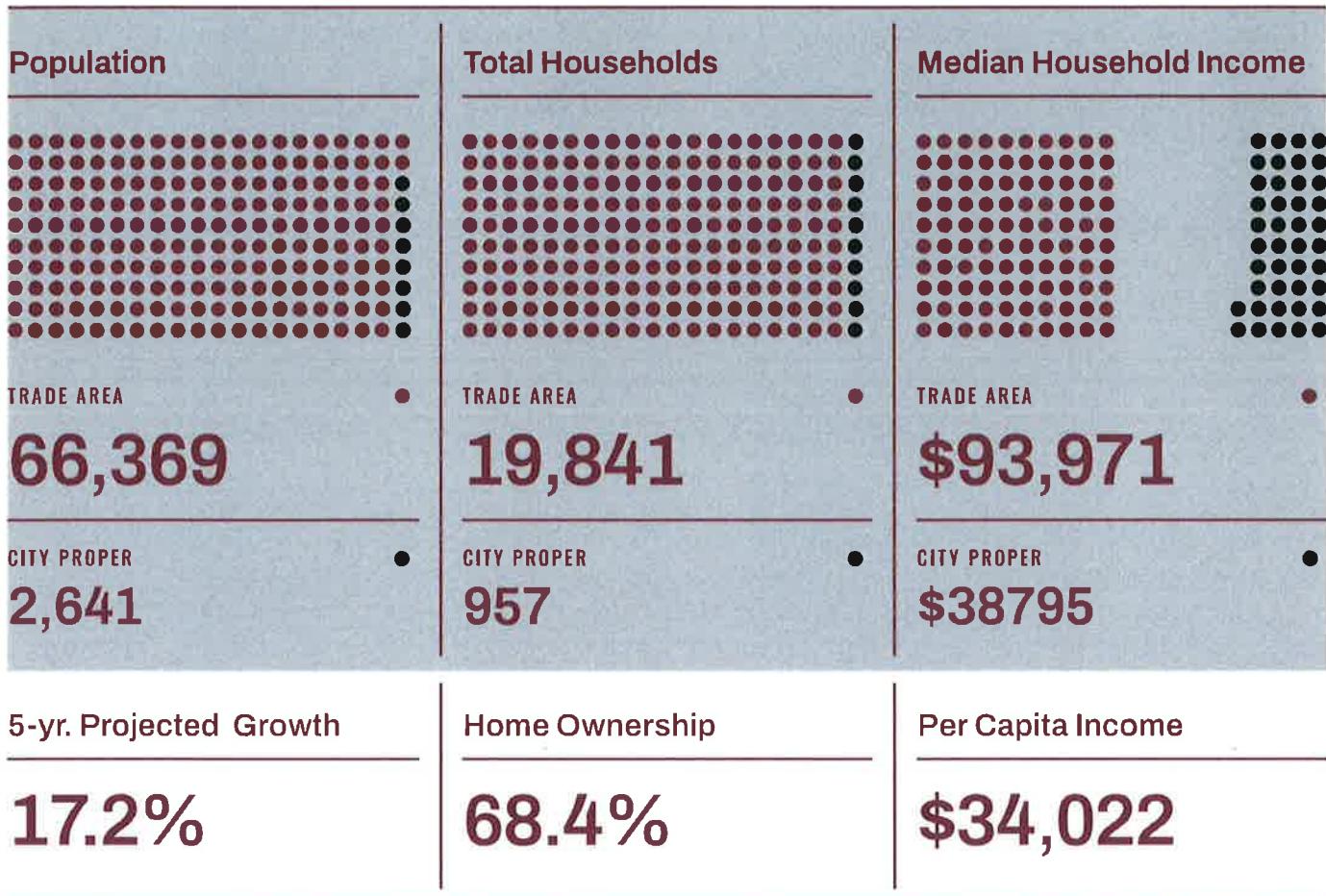
Just 40 miles from downtown Houston and only 9 miles from The Grand Parkway, we are a small Texas town providing easy access to I-10, I-45, I-69 without the bumper-to-bumper rush hour traffic. Waller is centrally located between two metroplex areas (Houston - 40mi, College Station - 55 mi).

With three Tier I universities within 45 miles, and Prairie View A&M University next door training engineering, bioscience, and business leaders, your company can find the talent it needs to excel.

**Waller EDC
Contact
Information**

John Isom
Executive Director
(936) 931-5151 | jisom@walleredc.org

HdL Companies



Waller Trade Area Demographic Breakdown

05

Age	Education	Employment
Age	Highest Level	Level
19 years and under	Less than 9th grade	Employed
30 to 34 years	Some HS, no diploma	Unemployed
20 to 24 years	HS grad (or equivalent)	Out of the Workforce
25 to 34 years	Some college, no degree	White collar employees
35 to 44 years	Associate's Degree	Blue collar employees
45 to 54 years	Bachelor's Degree	
55 to 64 years	Graduate's Degree	
65 to 74 years		
75 to 84 years		

RESOLUTION NO. 2025-786

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRBY, TEXAS AUTHORIZING AND ADOPTING THE INVESTMENT POLICY FOR THE CITY OF KIRBY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Public Funds Investment Act (PFIA) states that Council is required to adopt the Investment Policy by Resolution each year; and

WHEREAS, the Investment Policy guides staff on how to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City of Kirby and conforming to Public Funds Investment Act (PFIA), Chapter 2256 of the Texas Government Code and all other State and local statutes governing investment of public funds; and

WHEREAS, the City Council hereby finds that the adoption of the City of Kirby Investment Policy is in the best interest of the City of Kirby and promotes fiscal responsibility.

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

Section 1. The City Council of the City of Kirby, Texas hereby authorizes adopts the Investment Policy for the City of Kirby.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved therein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

Passed and approved this the _____ day of _____, 2025.

**Janeshia Grider
Mayor**

**Christine Wilson
City Secretary**

"EXHIBIT A"

CITY OF KIRBY INVESTMENT POLICY
Adopted _____ 2025

OBJECTIVES:

It is the policy of the City of Kirby, Texas, that all available funds shall be invested in securities that provide for the protection of the principal, provide liquidity as needed and provide reasonable yield to the City. It is the policy of the City that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification, and yield. Investments are to be chosen in a manner which promotes diversity. To match anticipated cash flow requirements the maximum weighted average maturity (WAM) of the overall portfolio may not exceed six months.

Safety

The primary objective of the investment activity is the preservation of capital. Each investment transaction shall be conducted in a manner to avoid capital losses, whether from security defaults, safekeeping, or erosion of market value. Investments in high credit quality securities and decisions based on anticipated cash needs are primary factors in providing safety.

Liquidity

The investment portfolio shall be structured to meet all expected obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow liabilities and maintaining additional liquidity for unexpected liabilities.

Diversification

The portfolio shall be diversified by institution, market sector and maturity as much as possible.

Yield

The investment program shall seek to augment returns consistent with the risk limitations identified and the City's prudent investment strategy.

Cash management is the process of managing funds in order to insure maximum cash availability and reasonable yield on short-term investments. The City shall strive for a cash management program which includes timely collection of accounts receivable, vendor payments in accordance with invoice terms, and prudent investment of assets.

SCOPE

This investment policy applies to all financial assets of the City and any new funds created unless specifically exempted by the City Council and this Policy.

AUTHORIZED INVESTMENTS:

The investment officers are authorized to invest city funds in only the following securities and investments in accordance with the Public Fund Investment Act (the "Act", Texas Gov't Code 2256).

- ¹¹ Obligations of the US Treasury, its agencies and instrumentalities with a maximum stated maturity of two (2) years.
- Fully insured or collateralized depository certificates of deposit from banks doing business in Texas and collateralized in accordance with this policy. Maximum maturity two years.
- Texas local government investment pools which strive to maintain a \$1 NAV.
- Fully insured share certificates of credit unions doing business in Texas with a maximum maturity of two years.
- Fully insured or collateralized interest-bearing accounts in any bank in Texas, collateralized in accordance with this policy.
- AAA-rated, SEC registered money market funds which strive to maintain a \$1 NAV.

SAFEKEEPING

To protect against potential fraud and embezzlement, the cash and investments of the City of Kirby shall be secured through third-party custody and safekeeping procedures as required by State law and designated by the City of Kirby. Investment Officers shall be bonded.

All securities shall be settled delivery versus payment into the City's approved safekeeping account. All safekeeping arrangements shall be approved by the Investment Officer and an agreement of the terms executed in writing. All safekeeping arrangements shall be approved by the Investment Officer and an agreement of the terms executed in writing. The independent third-party safekeeping agent shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip number, and other pertinent information.

COLLATERAL

All credit union time deposits shall be fully insured by the National Credit Union Share Insurance Fund.

All bank time and demand deposits shall be collateralized above the FDIC coverage by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, collateral will be maintained and monitored by the pledging depository at a market value of 102% of the deposited principal and accrued interest on the deposits. The bank shall monitor and maintain the margins on a daily basis.

Collateral pledged to secure deposits shall be held by an independent financial institution outside the holding company of the depository. If required, the collateral agreement with the depository shall be approved by resolution of the Bank Board or Bank Loan Committee. The Custodian or bank shall provide a monthly report of collateral directly to the City.

Authorized Collateral

Only the following securities are authorized as collateral for time and demand deposits or repurchase agreements:

- A. FDIC insurance coverage.
- B. Obligations of the United States, its agencies or instrumentalities, or evidence of indebtedness of the United States guaranteed as to principal and interest including MBS and CMO which pass the bank test.
- C. Obligations of any US state or of a county, City or other political subdivision of any state having been rated as investment grade no less than "A" or its equivalent) by two nationally recognized rating agencies.
- D. Letter of Credit from the FHLB.

Preference will be given to pledged collateral securities.

SAFETY AND INVESTMENT MANAGEMENT:

All investments will be in compliance with applicable State and Federal law. Investment funds in excess of Federal Deposit Insurance Corporation coverage and/or invested in other than Certificates of Indebtedness of the federal government will be protected by bonding and/or pledged securities in accordance with applicable State statutes.

The designated Investment Officers are responsible for the investment of City funds and are authorized to give written, oral and electronic instructions to the depository bank and to place orders for the purchase of securities.

LIQUIDITY AND DIVERSIFICATION:

The Investment strategy for City funds is to invest in a manner, which will emphasize preservation of principal, generation of income and assure that anticipated cash flows are matched with investment maturities and liquidity. Investments will have a maturity not to exceed two years.

INVESTMENT STRATEGY:

The City maintains one commingled portfolio for investment purposes which incorporates the specific uses and the unique characteristics of the funds in the portfolio. The City shall pursue a conservative portfolio management strategy which may include creating a laddered portfolio maturity structure with some extension for yield enhancement and to match cash flow needs. The use of the high-credit quality authorized investments will assure liquidity, marketability and suitability for City investments.

The commingled portfolio incorporates the specific uses and the unique characteristics of the funds in the portfolio. The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The City shall pursue a conservative portfolio management strategy based on a buy-and-hold philosophy. The maximum maturity of any security will be two years and a portfolio maximum dollar weighted average maturity of six months or less will be calculated using the stated final maturity date of each security.

The investment strategy for debt service funds shall have as its primary objective the timely payment of debt service obligations. Successive debt service dates will be fully funded before any investment extensions are made.

DELEGATION OF RESPONSIBILITY:

No unauthorized person may engage in an investment transaction and all transactions shall be executed as provided under the terms of this Policy and its supporting procedures.

Investment Officers

The City Manager and Finance Director will be designated by City Council resolution as Investment Officers, to be responsible for investment decisions and activities. The Investment Officers are responsible for creating and maintaining the portfolio in accordance with this Policy, providing timely quarterly reporting to the City Council, and establishing supporting procedures.

All Investment Officers shall attend at least ten hours of training approved by the City Council within the 12 months of designation as investment officer and shall attend eight hours of training every two successive fiscal years.

An investment that requires a minimum rating under Chapter 2253 of the Texas Government Code does not qualify as an authorized investment during any period when the investment does not have the minimum rating required. One or both of the Investment Officers shall monitor rating changes for any investments by the City for which a minimum rating is required by checking the rating of such investment at least monthly. The Investment Officers shall take all prudent measures consistent with this Investment Policy to liquidate an investment that does not have the minimum rating required.

One or both of the Investment Officers shall monitor the market price of investments acquired with public funds at least monthly by reviewing statements issued by the entity holding such investment or by any other method reasonably deemed reliable by the Investment Officers.

Investment Officers shall refrain from personal and business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. An Investment Officer who has a personal business relationship within two levels of blood or marriage with an organization seeking to sell an investment to the City shall file a statement disclosing that relationship to the City Council and the Texas Ethics Commission.

City Council

The City Council holds ultimate fiduciary responsibility for the portfolio. It will designate investment officers, receive and review quarterly reporting, approve and provide for investment officer training, approve broker/dealers, and review and adopt the Investment Policy and Strategy at least annually.

REPORTING:

Quarterly Reporting

The Investment Officers shall submit a signed quarterly investment report to the governing body in accordance with the Act giving detail information on each portfolio and bank position and summary information to permit an informed outside reader to evaluate the performance of the investment program. The report will include the following at a minimum:

A full description of each individual security or bank/pool position held at the end of the reporting period including the amortized book and market value at the beginning and end of the period,
Unrealized gains or losses (book value minus market value),
Overall change in market value during the period as a measure of volatility,
Weighted average yield of the portfolio and its applicable benchmarks,
Earnings for the period,
Allocation analysis of the total portfolio by market sector and maturity, and
Statement of compliance of the investment portfolio with the Act and the Investment Policy signed by the Investment Officers.

Market prices for the calculation of market value will be obtained from the independent sources.

Portfolio Reports

A report of all City investments will be included in the annual financial report/audit prepared by the auditor as of September 30 of each year.

FINANCIAL COUNTER-PARTIES

Depository

At least every five years, a banking services depository shall be selected through a competitive request for proposal [application] or bid process in accordance with the Texas Government Code 105. In selecting a depository, the services, cost of services, credit worthiness, earnings potential, and collateralization by the institutions shall be considered. If securities require safekeeping, the RFP/bid will request information on safekeeping services. The depository contract will provide for collateral if balances exceed the FDIC insurance balance per tax identification number.

All time and demand deposits in any depository of the City shall be insured or collateralized at all times in accordance with this Policy.

Other banking institutions, from which the City may purchase certificates of deposit or place interest bearing accounts, will also be designated as a depository for depository/collateral purposes. All depositories will execute a depository agreement and have the Bank's Board or Bank Loan Committee pass a resolution approving the agreement if collateral is required.

Security Broker/Dealers

All broker/dealers who desire to transact business with the City must supply the following documents to the Investments Officer(s).

- Financial Industry Regulatory Authority (FINRA) certification and CRD #
 - proof of Texas State Securities registration

Each broker/dealer will be sent a copy of the City's investment policy. If material changes are made to the policy, the new policy will be sent to the broker/dealer.

Each local government pool must be provided a copy of the City's current Investment Policy and certify to a review of the Policy stating that the pool has controls in place to assure only Policy approved investments will be sold to the City.

Security Broker/Dealers

All broker/dealers who desire to transact business with the City must supply the following documents to the Investments Officer(s).

- * Financial Industry Regulatory Authority (FINRA) certification and CRD #
- * proof of Texas State Securities registration

Each broker/dealer will be sent a copy of the City's investment policy. If material changes are made to the policy, the new policy will be sent to the broker/dealer.

A list of qualified broker/dealers will be reviewed and approved at least annually by the City Council.

PRUDENCE AND CONTROLS

The standard of prudence to be applied to all City investments shall be the "prudent person" rule, which states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

Internal Controls

The Investment Officer is responsible for establishing and maintaining internal controls to reasonably assure that assets are protected from loss, theft, or misuse. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived, and, the valuation of costs and benefits requires ongoing estimates and judgments by management.

The internal controls shall address the following points at a minimum: Control of collusion,

Separation of transaction authority from accounting and record keeping,

Safekeeping of owned and pledged securities,

Clear delegation of authority,

Competitive bidding on all transactions,

Written confirmation for all transactions, and

Review, maintenance and monitoring of security procedures both manual and automated.

Annually the Investment Officer shall perform an internal compliance audit to assure compliance with requirements of this Policy and the Act. Annually, the City's external auditor shall review the quarterly reports.

Monitoring Credit Ratings

The Act requires that securities requiring a specific credit rating must be liquidated if the rating falls below the minimum rating. The Investment Officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio for which the policy requires a credit rating. The rating should be based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the City Manager of the loss of rating, and liquidation options within two days with a plan to sell the security on a timely basis.

INVESTMENT POLICY ADOPTION AND REVIEW:

The City Investment Policy shall be adopted by the City Council by resolution. The City Investment Policy shall be reviewed by the City Council no less than annually and may be amended or replaced by resolution of the City Council at any properly noticed and conducted meeting of the City Council. The adopting resolution will note any changes made to the Policy.

CITY OF KIRBY INVESTMENT STRATEGY
Adopted January 13, 2022

This Investment Strategy is adopted for each of the funds or groups of funds under the control of the City Council of the City of Kirby, Texas. The City of Kirby maintains one comingled portfolio for investment purposes.

Pursuant to Section 2256.00S(d) of the Texas Government Code, an Investment Strategy is to take into account the following factors:

- (1) The suitability of the investment to the financial requirements of the City ("Suitability");
- (2) Preservation and safety of principal
- (3) Liquidity;
- (4) Marketability of the investment if the need arises to liquidate the investment before maturity ("Marketability")
- (5) Diversification; and
- (6) Yield.

For all funds of the City, the following order of priority of the preceding factors is established:

- (1) Preservation and safety of principal;
- (2) Liquidity;
- (3) Yield;
- (4) Suitability;
- (5) Diversification; and
- (6) Marketability

The City shall pursue a conservative portfolio management strategy which may include creating a laddered maturity structure with some extension for yield enhancement. The maximum dollar weighted average maturity of six months or less will be calculated using the stated final maturity date of each security. In implementation, the Investment Officer may (a) focus on federally insured and/or fully collateralized bank or credit union investments with varying and staggered maturities, taking into account for purposes of liquidity the reasonably anticipated obligations of the City, and (b) strive to obtain the best yield (typically, for a Certificate of Deposit, the highest interest rate).

RESOLUTION NO. 2025-787

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRBY APPROVING THE ACCEPTANCE OF THE NEW NATIONAL OPIOID SETTLEMENT; SECONDARY MANUFACTURERS SETTLEMENT WITH PURDUE PHARMA, L.P. & SACKLER FAMILY MANUFACTURERS AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS REGARDING THE SETTLEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the OPIOID MANUFACTURERS have entered a settlement agreement with participating states, the State of Texas being a participant, City Council has recognized that in order to accept the settlement proceeds on behalf of the City of Kirby it is required to accept the settlement monies via Resolution; and

WHEREAS, the City of Kirby has applied for the opioid settlement funds and hereby accepts said funds; and

WHEREAS, the City Council finds it in the best interests of the City to approve the acceptance of said funds; and

WHEREAS, the City Council authorizes the City Manager to execute any and all documents to accept said funds on behalf of the City of Kirby.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KIRBY, TEXAS

Section 1. The City Manager is authorized to execute any and all necessary documents required to effectuate this Resolution.

Section 2. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

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

Section 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 6. This resolution shall become effective immediately upon its passage.

Passed and approved this the _____ day of _____, 2025.

CITY OF KIRBY, TEXAS

Janeshia Grider, Mayor

ATTEST:

Christine Wilson, City Secretary

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around \$900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. **NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.**

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docsign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.

RESOLUTION NO. 2025-788

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRBY APPROVING THE
ACCEPTANCE OF THE NEW NATIONAL OPIOID SETTLEMENT; SECONDARY
MANUFACTURERS SETTLEMENT WITH ALVOGEN, AMNEAL, APOTEX, HIKMA,
INDIVIOR, MYLAN, SUN AND ZYDUS MANUFACTURERS AUTHORIZING THE
CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS REGARDING THE
SETTLEMENT; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the OPIOID MANUFACTURERS have entered a settlement agreement with participating states, the State of Texas being a participant, City Council has recognized that in order to accept the settlement proceeds on behalf of the City of Kirby it is required to accept the settlement monies via Resolution; and

WHEREAS, the City of Kirby has applied for the opioid settlement funds and hereby accepts said funds; and

WHEREAS, the City Council finds it in the best interests of the City to approve the acceptance of said funds; and

WHEREAS, the City Council authorizes the City Manager to execute any and all documents to accept said funds on behalf of the City of Kirby.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF KIRBY, TEXAS**

Section 1. The City Manager is authorized to execute any and all necessary documents required to effectuate this Resolution.

Section 2. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

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

Section 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 6. This resolution shall become effective immediately upon its passage.

Passed and approved this the _____ day of _____, 2025.

CITY OF KIRBY, TEXAS

Janeshia Grider, Mayor

ATTEST:

Christine Wilson, City Secretary

National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Kirby city, TX
Rubris Reference Number: CL-1772532

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements ("Settlements") have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the "Manufacturers"). Local political subdivisions and special districts are referred to as "subdivisions."

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior's branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at
<https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.
Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docsign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.

RESOLUTION NO. 2025-1300

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRBY APPROVING
CONTRACT WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP;
AUTHORIZING THE CITY MANAGER TO EXECUTE; PROVIDING A
SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City has provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Resolution to authorize the Delinquent Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the City Manager is authorized to execute this Resolution and Agreement.

WHEREAS, after exercising its due diligence, the Council of the City of Kirby finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Resolution to authorize the Contract for the Collection of Delinquent Taxes;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the City does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City since 1981, and the City has been well satisfied with the quality and outcome of the legal services provided.

6. This contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City of Kirby and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

WHEREAS, the City Council finds it in the best interests of the City to approve the contract with Linebarger Goggan Blair & Sampson, LLP.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KIRBY, TEXAS

Section 1. The City Manager is authorized to execute any and all necessary documents required to effectuate this Resolution.

Section 2. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

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

Section 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 6. This resolution shall become effective immediately upon its passage.

Passed and approved this the _____ day of _____, 2025.

CITY OF KIRBY, TEXAS

Janeshia Grider, Mayor

ATTEST:

Christine Wilson, City Secretary

NOTICE OF A PUBLIC MEETING

Notice is hereby given pursuant to Texas Government Code Section 2254.1036 that a meeting of the City of Kirby will be held on September 25, 2025 at 7:00PM in the City Hall Council Chamber, 112 Bauman, Kirby, Texas 78219, for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect delinquent property taxes and authorizing the execution of such agreement.

The agreement to be considered is necessary for the delinquent taxes owed to the City of Kirby to be collected in the most effective manner. The City of Kirby desires that such delinquent tax, penalties and interest be collected as provided in the Texas Tax Code.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest delinquent tax collection law firm in the State of Texas, as well as the United States and having been engaged in this specialized legal service for more than forty years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the City does not currently possess.

Linebarger Goggan Blair & Sampson, LLP has represented the City of Kirby for the past 44 years with competence and professionalism, in the collection of delinquent property taxes, beginning in 1981.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City of Kirby due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in- house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis as provided in the Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48. These Texas Tax Code sections specifically provide for an additional penalty on delinquent taxes to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City.

Entering into the proposed agreement is in the best interests of the residents of the City of Kirby because the delinquent taxes will be professionally and competently collected without the additional costs to the District of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and the City of Kirby (hereinafter referred to as the "Client").

Article I *Nature of Relationship*

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2 *Scope of Services*

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3 *Compensation*

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, as follows: twenty (20%) percent of the amount of all 2024 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided

for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4 *Intellectual Property Rights*

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 *Costs*

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third-party agency or vendor owed for performing such services.

Article 6 *Term and Termination*

6.01 This Agreement shall be effective on September 25, 2025 (The "Effective Date") and shall expire on September 25, 2027 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7 *Miscellaneous*

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.03 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.04 *Retention of Files.* The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five years from the date of issuance of a warrant.

Litigation files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

7.05. Compliance with Tx. Govt. Code §2270.002. In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.06 **Venue.** Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Bexar County, Texas.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

City Kirby

By: _____
Brian E. Rowland
City Manager

Date: _____

Linebarger Goggan Blair & Sampson, LLP

By: _____
CLIFTON F. DOUGLASS III
Managing Partner

Date: _____

RESOLUTION 2025-1303

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRBY, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS TO OBTAIN
AND ENTER INTO A LEASE AGREEMENT WITH CANON FOR PRINTER SERVICES**

WHEREAS, the City of Kirby needs a copier and printer to conduct official business on behalf of the City; and

WHEREAS, the lease with Canon is more efficient than the outright purchase of said copier and printer; and

WHEREAS, it is the best financial interests of the City of Kirby to enter said lease agreement in the amount of \$ 775 _____ per month.

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

Section 1. The City Council of the City of Kirby, Texas hereby authorizes the City Manager to enter into a lease agreement with Canon for printer services.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

Passed and approved this the _____ day of _____, 2025.

CITY OF KIRBY, TEXAS

Janeshia Grider, Mayor

ATTEST:

Christine Wilson, City Secretary

RESOLUTION 2025-1305

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRBY, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS TO OBTAIN
AND ENTER INTO AN AGREEMENT WITH _____ FOR
VIDEO SURVEILLANCE EQUIPMENT**

WHEREAS, the City of Kirby needs to ensure the safety of its employees and citizens at its City Hall and other city owned properties; and

WHEREAS, the video surveillance equipment will enable the City of Kirby to better monitor its property; and

WHEREAS, it is the best financial interests of the City of Kirby to enter said agreement in the amount of \$ _____ per year.

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

Section 1. The City Council of the City of Kirby, Texas hereby authorizes the City Manager to enter into an agreement with _____ for video surveillance equipment.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

Passed and approved this the _____ day of _____, 2025.

CITY OF KIRBY, TEXAS

Janeshia Grider, Mayor

ATTEST:

Christine Wilson, City Secretary