



# TOWN COUNCIL REGULAR MEETING

Wednesday, March 18, 2026 at 6:00 PM  
Fulton Council Chambers, 201 N. 7th Street

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## AGENDA

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### CALL TO ORDER

**PLEDGE OF ALLEGIANCE – U.S. Flag and Texas Flag**

**OBSERVE A MOMENT OF SILENCE/PRAAYER**

### CITIZENS TO BE HEARD (PUBLIC FORUM)

*Public participation is valued and at this time, comments limited to three (3) minutes will be taken from persons who have signed the Speaker's Card located on the table inside the Council Chambers and delivered to the City Secretary before the meeting begins. Written comments received by submission to the City Secretary in person or emailed to [citysec@fultontexas.org](mailto:citysec@fultontexas.org) by 3:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Speaker's Card will have up to three (3) minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.*

### CONSENT AGENDA

*All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.*

- 1. Discuss/Approve/Disapprove** minutes of the Regular Meeting held on February 18, 2026.
- 2. Discuss/Approve/Disapprove** 2026 January financials.
- 3. Discuss/Approve/Disapprove** the Mayor's credit card statement.

### ITEMS FOR CONSIDERATION

- 4. Discuss/Approve/Disapprove** the Certification of Unopposed Candidates for the May 2, 2026 election.
- 5. Discuss/Approve/Disapprove** the Order of Cancellation for the May 2, 2026 election.
- 6. Discuss/Approve/Disapprove** the Certification of Unopposed Candidates for the May 2, 2026 special election.

- 7. Discuss/Approve/Disapprove** the Order of Cancellation for the May 2, 2026 special election.
- 8. Discuss/Approve/Disapprove** the Interlocal Cooperation Agreement Between Aransas County, Texas, and the Town of Fulton, Texas for Aransas County to Provide Retail Food Establishment Regulation and Enforcement Services.
- 9. Discuss/Approve/Disapprove** agreement with Tyler Technologies for Public Safety Pro licenses for the Fulton Police Department.

## **CLOSED SESSION**

*The Town Council may elect to go into closed session pursuant to Chapter 551, Government Code on any Agenda item where appropriate and particularly Sections 551.071 (consultation with attorney) and 551.074 (personnel matters), Government Code.*

## **OPEN SESSION**

*Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).*

## **ANNOUNCEMENTS**

**10.** Mayor's Update.

**11.** The next Regular Fulton Town Council Meeting will be held Wednesday, April 1, 2026, beginning at 6:00 pm.

**EXECUTIVE SESSION - PUBLIC NOTICE** is given that the Town Council may elect to go into executive session at any time during the meeting in order to discuss any matters listed on the agenda when authorized by the Open Meetings Act, Chapter 551, Texas Government Code. If the Council elects to go into executive session regarding an agenda item, the section or sections of the Open Meetings Act authorizing the executive session will be publicly announced by the Mayor. The Council may deliberate and take action in open session on any issue that may be discussed in executive session.

## **ADJOURNMENT**

## **NOTICE**

*This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/729-5533 or by email at citysec@fultontexas.org for further information. Braille Is Not Available. The Town of Fulton reserves the right to convene into Closed Session under Government Code 551.071-551.074 and 551-086.*

## **CERTIFICATION**

*I certify that the above notice of meeting was posted at Town Hall, 201 N. Seventh Street, Fulton, Texas, on Thursday, March 12, 2026, at 4:00 p.m., and at the U.S. Post Office located at 301 Cactus Street, Fulton, Texas. I further certify that the following News Media were properly notified of this meeting as stated above: The Rockport Pilot.*

**/S/ Stephanie Garcia, City Secretary**



## TOWN COUNCIL REGULAR MEETING

Wednesday, February 18, 2026 at 6:00 PM  
Fulton Council Chambers, 201 N. 7th Street

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### MINUTES

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#### CALL TO ORDER

##### PRESENT

Mayor Kelli Cole  
Mayor Pro Tem Robert Loflin  
Place 2 Chris Garis Place  
Place 3 MaryAnn Pahmiyer  
Place 5 Laura McCorkle

##### STAFF PRESENT

Hal George, Town Attorney  
Stephanie Garcia, City Secretary  
Ty Gerstenberger, Chief

Mayor Cole called the meeting to order at 6:00 p.m.

#### PLEDGE OF ALLEGIANCE – U.S. Flag and Texas Flag

Mayor Cole led everyone in the pledges.

#### OBSERVE A MOMENT OF SILENCE/PRAAYER

Mayor Cole led everyone in a moment of silence.

#### CITIZENS TO BE HEARD (PUBLIC FORUM)

*Public participation is valued and at this time, comments limited to three (3) minutes will be taken from persons who have signed the Speaker's Card located on the table inside the Council Chambers and delivered to the City Secretary before the meeting begins. Written comments received by submission to the City Secretary in person or emailed to [citysec@fultontexas.org](mailto:citysec@fultontexas.org) by 3:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Speaker's Card will have up to three (3) minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.*

No one came forward.

## CONSENT AGENDA

*All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.*

1. **Discuss/Approve/Disapprove** minutes of the Regular Meeting held on January 21, 2026.
2. **Discuss/Approve/Disapprove** 2025 December financials.

Motion made by Place 5 McCorkle, Seconded by Place 2 Garis to approve the Consent Agenda as presented.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 5 McCorkle

## ITEMS FOR CONSIDERATION

3. Receive a report submitted by Fulton Volunteer Fire Department for the expenditures and activity for the HOT funds for the Fulton Oysterfest.

Mayor Cole read the item and asked Cody Morales to give an update. Chief Morales reviewed the information provided to the Council. Chief Morales also mentioned that the Masonic Lodge will be providing fried oysters for Oysterfest.

4. **Discuss/Approve/Disapprove** Subscriber Agreement for TRADS Services between TransUnion and Fulton Police Department.

Mayor Cole read the item and asked Chief Gerstenberger to give an overview of the program. He stated that the police department sampled a free trial and it determined this is a good investigative tool. It will help with efficiency of traffic stops and locating individuals.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 2 Garis to approve the Subscriber Agreement for TRADS Services between TransUnion and Fulton Police Department.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 5 McCorkle

## CLOSED SESSION

*The Town Council may elect to go into closed session pursuant to Chapter 551, Government Code on any Agenda item where appropriate and particularly Sections 551.071 (consultation with attorney) and 551.074 (personnel matters), Government Code.*

Council did not convene into Closed Session.

## OPEN SESSION

*Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).*

## ANNOUNCEMENTS

### 5. Mayor's Update.

Mayor Cole shared with the Council that no one signed up to run against the incumbents and only one person signed up for the unexpired term of Margo Nielson; therefore, the Town will need to hold an election. She also mentioned that the Oysterfest tents will be delivered and construction will begin next week. During Oysterfest the Town's maintenance team will be performing maintenance on pier.

Chief Gerstenberger noted that they are close to having new technology in vehicles. Chief also informed the Council that he will oversee the security for Oysterfest.

### 6. The next Regular Fulton Town Council Meeting will be held Wednesday, March 4, 2026, beginning at 6:00 pm.

Mayor Cole announced the date and time of the next meeting.

## ADJOURNMENT

There being no further business, Mayor Cole entertained a motion to adjourn.

Motion made by Place 2 Garis, Seconded by Mayor Pro Tem Loflin to adjourn the meeting.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 5 McCorkle

The meeting was adjourned at 6:07 p.m.

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Kelli Cole, Mayor

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Stephanie Garcia, City Secretary





PO Box 62565  
 San Angelo, TX 76906  
 PH: 800-999-8137  
 FX: 866-949-6999  
 www.gandyink.com

HM 655

Item 3.

# Order Approval: 926872

Date Ordered: 1/27/26  
 Ship Date  
 In Hands Date

Ordered By	Phone	Fax	Email
Stephanie Garcia	361.729.5533		citysec@fultontexas.org

CITY OF FULTON  
 STEPHANIE GARCIA  
 201 N 7TH ST.  
 FULTON, TX 78358  
 US

SHIP TO:  
 CITY OF FULTON  
 STEPHANIE GARCIA  
 201 N 7TH ST.  
 FULTON, TX 78358  
 US

Customer #	PO Number	Terms	Bid #	Ship Method
97866	PAID IN FULL	PREPAY		UPS Ground 1

Design ID	Design Title	Type
490103	i RANG THE BELL/SCHOOL HOUSE	SP

Qty	Part Number	Color	Description	S M L							Unit Price	Total Price
				Adult	S	M	L	XL	XXL	Other		
132	G500Y	FOREST	COTTON S/S TEE - YOUTH	7	49	76					8.80	1,161.60
96	G500	FOREST	COTTON S/S TEE	44	27	11	9	5			8.80	844.80
1	G5003xl	FOREST	COTTON S/S TEE 3XL							1	8.80	8.80
1	JAN15		15% off orders placed in January Applies to item - G500Y - COTTON S/S TEE - YOUTH , FOREST							1	-174.24	-174.24
1	JAN15		15% off orders placed in January Applies to item - G500 - COTTON S/S TEE , FOREST							1	-126.72	-126.72
1	JAN15		15% off orders placed in January Applies to item - G5003xl - COTTON S/S TEE 3XL, FOREST							1	-1.25	-1.25



Authorized by:

Initial [Signature]

Date 1-28-26

Initial KC

Date 1/28/26

Stephanie Garcia  
 Authorized By: Signature

Stephanie Garcia  
 Printed Name

City Secretary  
 Title

1-27-26  
 Date



PO Box 62565  
 San Angelo, TX 76906  
 PH: 800-999-8137  
 FX: 866-949-6999  
 www.gandyink.com

# Order Approval: 92687 Item 3.

Date Ordered: 1/27/26  
 Ship Date  
 In Hands Date

Qty	Part Number	Color	Description	Adult	S	M	L	XL	XXL	Other	Unit Price	Total Price
					S	M	L					

229

Subtotal	1,712.99
Sales Tax	
Shipping	
Total	1,712.99
Paid	
Balance	1,712.99

**Note:**

This Order Approval is a confirmation of the order we have processing for you. If you see something that is incorrect, please let us know immediately by either responding to the email or calling Customer Service at 1-800-999-8137. Thank you so much for choosing Gandy Ink!

**Art Proof Link:**

<https://gandyink.com/order/?SON=A10316419>

\_\_\_\_\_  
 Authorized By: Signature                      Printed Name                      Title                      Date



Item 3.

2027 Industrial Drive, San Angelo, TX 76904  
800-999-8137

## You paid \$1,712.99

Payment Method	Credit Card
Entry	Web
Account #	*****0064
Account Type	Visa
Date Paid	1/29/2026, 9:39:50 AM
Transaction #	31921312460
Approval Code	02504G
Response Code	0/00

Order #	Paid
926872	\$1,712.99

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER  
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE  
CANDIDATOS ÚNICOS  
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

**To: Presiding Officer of Governing Body  
Al: Presidente de la entidad gobernante**

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 2, 2026.

*Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el mayo 2, 2026.*

**List offices and names of candidates:  
Lista de cargos y nombres de los candidatos:**

**Office(s) Cargo(s)**

Cole, Kelli  
Loflin, Robert  
McCorkle, Laura

**Candidate(s) Candidato(s)**

Mayor  
Alderman, Place 1  
Alderwoman, Place 5

\_\_\_\_\_  
**Signature (Firma)**

Stephanie Garcia

\_\_\_\_\_  
**Printed name (Nombre en letra de molde)**

**(Seal) (sello)**

City Secretary

\_\_\_\_\_  
**Title (Puesto)**

03/18/2026

\_\_\_\_\_  
**Date of signing (Fecha de firma)**

*See reverse side for instructions  
(Instrucciones en el reverso)*

## Instructions for certification of unopposed candidates:

Item 4.

The authority responsible for preparing the ballot must certify the unopposed status to the authority responsible for ordering the election. This document is filed with the presiding officer of the political subdivision. The governing body must meet, accept this certification, and issue an order or ordinance declaring the election cancelled and the unopposed candidates elected. To complete the cancellation process, a copy of the order or ordinance canceling the election must be posted on Election Day at each polling place that would have been used in the election. See sample Order of Cancellation and outlines for additional instructions.

### An election\* may be cancelled if:

- 1) The election is one in which a declaration of write-in candidacy is required; and
- 2) No opposed at-large race is on the ballot\* within that election;\*and
- 3) Each candidate whose name is to appear on the ballot\* is unopposed, with some exceptions;

This means:

- In an all at-large election\* (with no single-member districts), if there is one or more opposed at-large races, then all the races go on the ballot within that election.\*
- In an election\* in which any members of the governing body are elected from single-member districts, an election in a particular district may be cancelled if the candidate is unopposed and the election otherwise meets the above requirements (i.e., there is no at-large opposed race on the ballot).

**Note:** A general election (for full terms) or a special election (to fill a vacancy in an unexpired term) is considered a *separate election* with a *separate ballot* for purposes of these tests, even if held on the same election date. See our online Cancellation guide for details.

### Instrucciones para la certificación de una elección con candidatos únicos:

*La autoridad a cargo de preparar la boleta de votación debe certificar los candidatos únicos sin oposición a la autoridad encargada de ordenar la elección. Este documento se debe presentar al presidente de la subdivisión política. La entidad gobernante debe reunirse, aceptar esta certificación y emitir una orden o una ordenanza en la que declara la cancelación de la elección y la elección de los candidatos únicos sin oposición. Para completar el proceso de cancelación, se debe exhibir el Día de la Elección una copia de la orden u ordenanza de cancelación de la elección en todos los sitios de votación que se hubieran utilizado en la elección. Vea el ejemplo Orden de Cancelación y el resumen para más instrucciones.*

### Una elección\* puede ser cancelada si:

- 1) *la elección es una en la que se requiere una declaración de candidatos por escrito en la boleta de votación; y,*
- 2) *no hay oposición para la carrera por acumulación en la boleta\* de votación dentro de esa elección\* y*
- 3) *Todos los candidatos cuyos nombres deben aparecer en la boleta\* de votación no tienen oposición, con unas excepciones;*

*Esto significa:*

- *En una elección\* por acumulación (sin ningún distrito con miembro único), si se encuentra una o más de una carrera por acumulación con oposición, entonces todas las carreras estarán en la boleta dentro de esa elección\*.*
- *En una elección\* en la que cualquiera de los miembros de la entidad gobernante se eligen de distritos con un solo miembro, se puede cancelar una elección en un distrito específico si hay oposición para el candidato y la elección cumple con los requisitos que anteceden (ej. no hay oposición para la carrera por acumulación en la boleta).*

**Nota:** *Una elección general (con términos completos) o una elección especial (para llenar una vacante de un término no vencido) es considerada como una elección distinta con una boleta distinta con los propósitos de estas pruebas, aunque se lleven a cabo en la misma fecha electoral. Vea nuestra guía de cancelación en línea para más detalles.*

**ORDER OF CANCELLATION**  
**EJEMPLO DE ORDEN DE CANCELACIÓN**

**The Town of Fulton hereby cancels the election scheduled to be held on**  
(official name of governing body)

**May 2, 2026 in accordance with Section 2.053(a) of the Texas**

(date on which election was scheduled to be held)

**Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:**

***El Town of Fulton por la presente cancela la elección que, de lo contrario,***  
*(nombre oficial de la entidad gobernante)*

***se hubiera celebrado el mayo 2, 2026 de conformidad, con***

*(fecha en que se hubiera celebrado la elección)*

***la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:***

<b>Candidate (<i>Candidato</i>)</b>	<b>Office Sought (<i>Cargo al que presenta candidatura</i>)</b>
Cole, Kelli	Mayor
Loflin, Robert	Alderman, Place 1
McCorkle, Laura	Alderwoman, Place 5

**A copy of this order will be posted on Election Day at each polling place that would have been used in the election.**

***El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.***

\_\_\_\_\_  
**President (*Presidente*)**

\_\_\_\_\_  
**Secretary (*Secretario*)**

**(seal) (*sello*)**

\_\_03/18/26\_\_\_\_\_  
**Date of adoption (*Fecha de adopción*)**

**See reverse side for instructions**  
***Instrucciones en el reverso***

**Instructions for sample order of cancellation:**

To cancel an election, the governing body must first receive and accept the Certification of Unopposed Candidates form (or the authority may create its own form) from the authority responsible for preparing the ballot. The cancellation order/ordinance must be adopted in an open meeting. The candidates are not required to be present. Certificates of election should be prepared for each unopposed candidate; however, the certificates of election should not be issued until after Election Day, as follows. Section 2.053 provides that the certificate of election shall be issued "in the same manner and at the same time" as for a candidate elected at an election. Therefore, the candidates, who have been declared "elected" at the meeting ordering the cancellation, must wait until after the official election day (even though no election is held) and no earlier than the prescribed canvassing period (even though no canvass is held) to be sworn in and assume their duties. Candidates may complete the Statement of Elected Officer prior to Election Day. The Statement should be kept locally; it does not need to be sent to the Secretary of State's Office. Copies of this order/ordinance must be posted on Election Day at each polling place that would have been used had the election not been cancelled.

**An election\* may be cancelled if:**

- 1) The election is one in which a declaration of write-in candidacy is required; and
- 2) No opposed at-large race is on the ballot\* within that election;\*and
- 3) Each candidate whose name is to appear on the ballot\* is unopposed, with some exceptions;  
This means:
  - In an all at-large election\* (with no single-member districts), if there is one or more opposed at-large races, then all the races go on the ballot within that election.\*
  - In an election\* in which any members of the governing body are elected from single-member districts, an election in a particular district may be cancelled if the candidate is unopposed and the election otherwise meets the above requirements (i.e., there is no at-large opposed race on the ballot).

**Note:** A general election (for full terms) or a special election (to fill a vacancy in an unexpired term) is considered a *separate election* with a *separate ballot* for purposes of these tests, even if held on the same election date. See our online Cancellation guide for details.

**Instrucciones para el ejemplo de orden de cancelación:**

*Para cancelar una elección, la entidad gobernante primero debe recibir y aceptar, de la autoridad responsable para preparar la boleta, el formulario de Certificación para Candidatos Sin Oposición (o la autoridad puede crear su propio formulario) de la autoridad responsable para preparar la boleta. La orden/ordenanza de cancelación debe ser adoptada en una reunión abierta. No se requiere que los candidatos estén presentes. Se debe preparar un certificado de elección para cada candidato sin oposición; sin embargo, los certificados de elección no se deben emitir hasta el Día de las Elecciones, así como se detalla a continuación. La sección 2.053 indica que el certificado de elección será publicado "en la misma manera y al mismo tiempo" para un candidato elegido en una elección. Por lo tanto, los candidatos que hayan sido declarados "elegido" en la reunión de la cancelación, deben esperar hasta después del día oficial de elecciones (aunque no se hayan llevado una elección) y no antes del período prescrito de la campaña política (aunque no se lleve a cabo la campaña política) a ser jurados y asumir sus deberes. Los candidatos pueden llenar la Declaración de Funcionario Elegido antes del Día de las Elecciones. Este documento se debe mantener en los archivos locales. No es necesario enviarlo a la Oficina del Secretario de Estado. El Día de las Elecciones se debe exhibir una copia de esta orden/ordenanza en todos los sitios de votación que se hubieran utilizado en la elección si no hubiera sido cancelada.*

**Una elección\* puede ser cancelada si:**

- 1) *la elección es una en la que se requiere una declaración de candidatos por escrito en la boleta de votación; y,*
- 2) *no hay oposición para la carrera por acumulación en la boleta\* de votación dentro de esa elección\* y*
- 3) *Todos los candidatos cuyos nombres deben aparecer en la boleta\* de votación no tienen oposición, con unas excepciones;*  
*Esto significa:*
  - *En una elección\* por acumulación (sin ningún distrito con miembro único), si se encuentra una o más de una carrera por acumulación con oposición, entonces todas las carreras estarán en la boleta dentro de esa elección\*.*
  - *En una elección\* en la que cualquiera de los miembros de la entidad gobernante se eligen de distritos con un solo miembro, se puede cancelar una elección en un distrito específico si hay oposición para el candidato y la elección cumple con los requisitos que anteceden (ej. no hay oposición para la carrera por acumulación en la boleta).*

***Nota:*** *Una elección general (con términos completos) o una elección especial (para llenar una vacante de un término no vencido) es considerada como una elección distinta con una boleta distinta con los propósitos de estas pruebas, aunque se lleven a cabo en la misma fecha electoral. Vea nuestra guía de cancelación en línea para más detalles.*

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER  
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE  
CANDIDATOS ÚNICOS  
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

**To: Presiding Officer of Governing Body**  
**Al: Presidente de la entidad gobernante**

**As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for special election to office for the election scheduled to be held on \_ May 2, 2026 .**

**Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para especial elección para un cargo en la elección que se llevará a cabo el \_ mayo 2, 2026 .**

**List offices and names of candidates:**  
**Lista de cargos y nombres de los candidatos:**

**Office(s) Cargo(s)**  
Hackleman, Elizabeth

**Candidate(s) Candidato(s)**  
Unexpired Term, Place 4

\_\_\_\_\_  
**Signature (Firma)**

Stephanie Garcia

\_\_\_\_\_  
**Printed name (Nombre en letra de molde)**

**(Seal) (sello)**

City Secretary

\_\_\_\_\_  
**Title (Puesto)**

03/18/2026

\_\_\_\_\_  
**Date of signing (Fecha de firma)**

*See reverse side for instructions  
(Instrucciones en el reverso)*

## Instructions for certification of unopposed candidates:

Item 6.

The authority responsible for preparing the ballot must certify the unopposed status to the authority responsible for ordering the election. This document is filed with the presiding officer of the political subdivision. The governing body must meet, accept this certification, and issue an order or ordinance declaring the election cancelled and the unopposed candidates elected. To complete the cancellation process, a copy of the order or ordinance canceling the election must be posted on Election Day at each polling place that would have been used in the election. See sample Order of Cancellation and outlines for additional instructions.

### An election\* may be cancelled if:

- 1) The election is one in which a declaration of write-in candidacy is required; and
- 2) No opposed at-large race is on the ballot\* within that election;\*and
- 3) Each candidate whose name is to appear on the ballot\* is unopposed, with some exceptions;

This means:

- In an all at-large election\* (with no single-member districts), if there is one or more opposed at-large races, then all the races go on the ballot within that election.\*
- In an election\* in which any members of the governing body are elected from single-member districts, an election in a particular district may be cancelled if the candidate is unopposed and the election otherwise meets the above requirements (i.e., there is no at-large opposed race on the ballot).

**Note:** A general election (for full terms) or a special election (to fill a vacancy in an unexpired term) is considered a *separate election* with a *separate ballot* for purposes of these tests, even if held on the same election date. See our online Cancellation guide for details.

### Instrucciones para la certificación de una elección con candidatos únicos:

*La autoridad a cargo de preparar la boleta de votación debe certificar los candidatos únicos sin oposición a la autoridad encargada de ordenar la elección. Este documento se debe presentar al presidente de la subdivisión política. La entidad gobernante debe reunirse, aceptar esta certificación y emitir una orden o una ordenanza en la que declara la cancelación de la elección y la elección de los candidatos únicos sin oposición. Para completar el proceso de cancelación, se debe exhibir el Día de la Elección una copia de la orden u ordenanza de cancelación de la elección en todos los sitios de votación que se hubieran utilizado en la elección. Vea el ejemplo Orden de Cancelación y el resumen para más instrucciones.*

### Una elección\* puede ser cancelada si:

- 1) *la elección es una en la que se requiere una declaración de candidatos por escrito en la boleta de votación; y,*
- 2) *no hay oposición para la carrera por acumulación en la boleta\* de votación dentro de esa elección\* y*
- 3) *Todos los candidatos cuyos nombres deben aparecer en la boleta\* de votación no tienen oposición, con unas excepciones;*

*Esto significa:*

- *En una elección\* por acumulación (sin ningún distrito con miembro único), si se encuentra una o más de una carrera por acumulación con oposición, entonces todas las carreras estarán en la boleta dentro de esa elección\*.*
- *En una elección\* en la que cualquiera de los miembros de la entidad gobernante se eligen de distritos con un solo miembro, se puede cancelar una elección en un distrito específico si hay oposición para el candidato y la elección cumple con los requisitos que anteceden (ej. no hay oposición para la carrera por acumulación en la boleta).*

**Nota:** *Una elección general (con términos completos) o una elección especial (para llenar una vacante de un término no vencido) es considerada como una elección distinta con una boleta distinta con los propósitos de estas pruebas, aunque se lleven a cabo en la misma fecha electoral. Vea nuestra guía de cancelación en línea para más detalles.*

**ORDER OF CANCELLATION**  
**EJEMPLO DE ORDEN DE CANCELACIÓN**

**The Town of Fulton hereby cancels the special election scheduled to be held on**  
(official name of governing body)  
**May 2, 2026 in accordance with Section 2.053(a) of the Texas**  
(date on which election was scheduled to be held)  
**Election Code. The following candidates have been certified as unopposed and are hereby**  
**elected as follows:**

*El Town of Fulton por la presente cancela la especial elección que, de lo contrario,*  
*(nombre oficial de la entidad gobernante)*  
*se hubiera celebrado el mayo 2, 2026 de conformidad, con*  
*(fecha en que se hubiera celebrado la elección)*  
*la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han*  
*sido certificados como candidatos únicos y por la presente quedan elegidos como se haya*  
*indicado a continuación:*

<b>Candidate (Candidato)</b>	<b>Office Sought (Cargo al que presenta candidatura)</b>
Hackleman, Elizabeth	Unexpired Term, Place 4

**A copy of this order will be posted on Election Day at each polling place that would have been used in the election.**

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.*

\_\_\_\_\_  
**President (Presidente)**

\_\_\_\_\_  
**Secretary (Secretario)**

**(seal) (sello)**

\_\_03/18/26\_\_\_\_\_  
**Date of adoption (Fecha de adopción)**

**See reverse side for instructions**  
**Instrucciones en el reverso**

**Instructions for sample order of cancellation:**

To cancel an election, the governing body must first receive and accept the Certification of Unopposed Candidates form (or the authority may create its own form) from the authority responsible for preparing the ballot. The cancellation order/ordinance must be adopted in an open meeting. The candidates are not required to be present. Certificates of election should be prepared for each unopposed candidate; however, the certificates of election should not be issued until after Election Day, as follows. Section 2.053 provides that the certificate of election shall be issued "in the same manner and at the same time" as for a candidate elected at an election. Therefore, the candidates, who have been declared "elected" at the meeting ordering the cancellation, must wait until after the official election day (even though no election is held) and no earlier than the prescribed canvassing period (even though no canvass is held) to be sworn in and assume their duties. Candidates may complete the Statement of Elected Officer prior to Election Day. The Statement should be kept locally; it does not need to be sent to the Secretary of State's Office. Copies of this order/ordinance must be posted on Election Day at each polling place that would have been used had the election not been cancelled.

**An election\* may be cancelled if:**

- 1) The election is one in which a declaration of write-in candidacy is required; and
- 2) No opposed at-large race is on the ballot\* within that election;\*and
- 3) Each candidate whose name is to appear on the ballot\* is unopposed, with some exceptions;  
This means:
  - In an all at-large election\* (with no single-member districts), if there is one or more opposed at-large races, then all the races go on the ballot within that election.\*
  - In an election\* in which any members of the governing body are elected from single-member districts, an election in a particular district may be cancelled if the candidate is unopposed and the election otherwise meets the above requirements (i.e., there is no at-large opposed race on the ballot).

**Note:** A general election (for full terms) or a special election (to fill a vacancy in an unexpired term) is considered a *separate election* with a *separate ballot* for purposes of these tests, even if held on the same election date. See our online Cancellation guide for details.

**Instrucciones para el ejemplo de orden de cancelación:**

*Para cancelar una elección, la entidad gobernante primero debe recibir y aceptar, de la autoridad responsable para preparar la boleta, el formulario de Certificación para Candidatos Sin Oposición (o la autoridad puede crear su propio formulario) de la autoridad responsable para preparar la boleta. La orden/ordenanza de cancelación debe ser adoptada en una reunión abierta. No se requiere que los candidatos estén presentes. Se debe preparar un certificado de elección para cada candidato sin oposición; sin embargo, los certificados de elección no se deben emitir hasta el Día de las Elecciones, así como se detalla a continuación. La sección 2.053 indica que el certificado de elección será publicado "en la misma manera y al mismo tiempo" para un candidato elegido en una elección. Por lo tanto, los candidatos que hayan sido declarados "elegido" en la reunión de la cancelación, deben esperar hasta después del día oficial de elecciones (aunque no se hayan llevado una elección) y no antes del período prescrito de la campaña política (aunque no se lleve a cabo la campaña política) a ser jurados y asumir sus deberes. Los candidatos pueden llenar la Declaración de Funcionario Elegido antes del Día de las Elecciones. Este documento se debe mantener en los archivos locales. No es necesario enviarlo a la Oficina del Secretario de Estado. El Día de las Elecciones se debe exhibir una copia de esta orden/ordenanza en todos los sitios de votación que se hubieran utilizado en la elección si no hubiera sido cancelada.*

**Una elección\* puede ser cancelada si:**

- 1) *la elección es una en la que se requiere una declaración de candidatos por escrito en la boleta de votación; y,*
- 2) *no hay oposición para la carrera por acumulación en la boleta\* de votación dentro de esa elección\* y*
- 3) *Todos los candidatos cuyos nombres deben aparecer en la boleta\* de votación no tienen oposición, con unas excepciones;*  
*Esto significa:*
  - *En una elección\* por acumulación (sin ningún distrito con miembro único), si se encuentra una o más de una carrera por acumulación con oposición, entonces todas las carreras estarán en la boleta dentro de esa elección\*.*
  - *En una elección\* en la que cualquiera de los miembros de la entidad gobernante se eligen de distritos con un solo miembro, se puede cancelar una elección en un distrito específico si hay oposición para el candidato y la elección cumple con los requisitos que anteceden (ej. no hay oposición para la carrera por acumulación en la boleta).*

**Nota:** *Una elección general (con términos completos) o una elección especial (para llenar una vacante de un término no vencido) es considerada como una elección distinta con una boleta distinta con los propósitos de estas pruebas, aunque se lleven a cabo en la misma fecha electoral. Vea nuestra guía de cancelación en línea para más detalles.*

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
ARANSAS COUNTY, TEXAS, THE TOWN OF FULTON, TEXAS, FOR  
ARANSAS COUNTY TO PROVIDE RETAIL FOOD ESTABLISHMENT  
REGULATION AND ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the **COUNTY OF ARANSAS, TEXAS** (“COUNTY”), the **TOWN OF FULTON, TEXAS** (“TOWN”), with each sometimes referred to herein as a “PARTY” or collectively as the “PARTIES,” and each being political Subdivisions of the State of Texas, acting by and through its duly elected officials, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

**WHEREAS**, pursuant to provisions of the Texas Government Code Chapter 791, the Interlocal Cooperation Act, the PARTIES are authorized to enter into a contract with each other to perform governmental functions and services; and;

**WHEREAS**, Section 121.003 of the Texas Health & Safety Code authorizes Cities and Counties to cooperate and provide health related services; and,

**WHEREAS**, the COUNTY has established and maintains an Environmental Health Department and employs at least one qualified individual trained by a health authority who is authorized to issue citations for violations of laws and orders when reasonably necessary to protect the public health as authorized by Section 121.003 of the Texas Health & Safety Code; and,

**WHEREAS**, TOWN does not have an environmental health department or health inspector; and,

**WHEREAS**, TOWN desires for COUNTY to provide services and to regulate and enforce food establishment regulations; and,

**WHEREAS**, COUNTY desired to enter into this Agreement to provide the needed services.

**NOW, THEREFORE**, COUNTY and TOWN both finding that this Agreement is necessary for the benefit of the public, and in consideration of the mutual covenants and agreements herein contained, do mutually agree to the following:

1. **Purpose and Public Benefit:** The purpose of this Agreement is for the PARTIES to work together to improve public health and safety. The rights and responsibilities of each PARTY are described below. The governing bodies of each PARTY find that the services, the subject of this Agreement, are necessary for the benefit of the public, that each PARTY has the legal authority to perform the duties described herein, and that the performance of this agreement is in the common interest of the PARTIES.

*Interlocal Cooperation Agreement  
Retail Food Establishment Regulation and Enforcement Services*

2. Term: This Agreement shall be effective on March 1, 2026 and shall remain in effect until December 31, 2026. If the PARTIES desire to extend beyond this Term, a new Agreement shall be accepted and signed by both PARTIES prior to the termination of this Agreement.

3. TOWN Authorization, Duties, and Responsibilities: ~~TOWN hereby authorizes COUNTY personnel, acting pursuant to Chapter 791 of the Texas Government Code and applicable provisions of the Texas Health & Safety Code and Texas Food Establishment Rules (25 Texas Administrative Code Chapter 228), to perform the Services described herein within the municipal limits of TOWN. COUNTY personnel shall remain employees of COUNTY and shall not be deemed employees or agents of TOWN for purposes of employment, benefits, supervision, or liability. TOWN shall provide COUNTY with all current ordinances, resolutions, and amendments applicable to retail food establishments and shall promptly notify COUNTY of any changes. TOWN shall be responsible for conducting any administrative hearings required under its ordinances and for assessing and collecting any municipal fines, penalties, or liens arising from enforcement actions. COUNTY shall have no obligation to prosecute violations or collect penalties. TOWN hereby authorizes COUNTY personnel to act as its agent(s) in enforcing State law and local ordinances related to retail food establishments and will provide COUNTY with all up-to-date TOWN ordinances and resolutions. TOWN shall be responsible for scheduling and conducting any law enforcement hearings and assessing and collecting fines and penalties when applicable. TOWN shall also be responsible for handling and liens.~~

4. Scope of Services: COUNTY agrees to provide necessary inspections of retail food service establishments to ensure public health and safety by reviewing compliance with the Texas Food Establishment Rules set forth in 25 Texas Administrative Code, Chapter 228, as amended from time to time. Such inspections will include any business or location where consumable products are prepared, served, or sold, including but not limited to the following: convenience stores; grocery stores; catering operations; and restaurants. The Scope of Services includes the following:

- a) *The Services*. COUNTY shall conduct inspections and administer and enforce State law and TOWN'S ordinances with regard to food establishments (the "Services"). COUNTY shall also issue permits, investigate complaints, and conduct plan reviews. COUNTY shall endeavor to secure voluntary compliance, shall issue necessary notices, and conduct on-site investigations as needed.
- b) *Files*. COUNTY shall prepare and maintain case files on locations and/or businesses and notify TOWN of such inspections and COUNTY'S recommendations regarding whether TOWN should take action.
- c) *Court Proceedings*. COUNTY staff performing the Services described in this Agreement shall be reasonably available to attend court proceeding if necessary.
- d) *No Duty to Prosecute*. COUNTY shall not have any duty to initiate or prosecute any civil or criminal action on any complaint, inspection, or investigation conducted in performance of the Services.

e) No Duty to Assess Penalties, Fines, or Liens. COUNTY shall not have any duty to assess or collect any penalties, fines, or liens relate to the Services.

f) Services provided under this Agreement shall be performed in accordance with applicable state law and subject to the availability of COUNTY personnel and resources. Nothing in this Agreement shall be construed to require COUNTY to dedicate any specific staffing level or guarantee inspection frequency beyond that required by state law.

e) In the event an inspection reveals an imminent health hazard or other condition requiring immediate action under state law, COUNTY personnel may take appropriate enforcement action, including suspension of operations, consistent with applicable regulations. TOWN agrees to support such actions as required by law.

5. Payments from Current Revenues and Notice of Non-Appropriation: Any Party paying for the performance of governmental functions or services must make those payments from current revenues. If at any time a Party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such Party shall endeavor to provide thirty (30) days' notice of its failure to appropriate and, if applicable, its subsequent need to terminate this Agreement.

6. Compensation: Inspection and Permit Fees: In consideration for the Services provided from March 1, 2026 through December 31, 2026, TOWN shall pay COUNTY the total sum of \$1,666.67, payable on or before March 1, 2026.

~~COUNTY shall have the exclusive right to bill, collect, and retain all inspection, permit, and related fees associated with retail food establishments located within TOWN's jurisdiction. TOWN hereby waives any claim to such fees during the Term of this Agreement. In consideration of the Services under this Agreement, TOWN shall: Pay COUNTY for Services from March 1, 2026 through December 31, 2026 the amount of \$1,666.67.~~

7. COUNTY'S Rights and Responsibilities:

a) *Fee Collection.*

b) *Reports.*

c) *Permits, certifications, and licenses.*

8. Termination:

a) Termination for Convenience. Either Party may terminate this Agreement for any reason upon ninety (90) days' prior written notice to the other Party.

b) Termination for Default. A Party may terminate this Agreement if another Party commits a Default, as defined below. The non-defaulting Party must provide written notice describing the alleged Default. If the Default is capable of cure, the defaulting Party shall have thirty (30) days after receipt of the notice to cure the Default. If the Default is not cured within that thirty (30) day period, the non-defaulting Party may terminate this

Agreement effective on the thirty-first (31st) day after the defaulting Party's receipt of the notice. If the Default is not capable of cure, termination may be effective thirty (30) days after the defaulting Party's receipt of the notice of termination.

c) *Definition of Default.* "Default" means a Party's failure, without just cause and without prior written notice to the other Parties, to timely remit its pro rata share of the Subsidy in accordance with the terms of this Agreement.

a) *Termination, Generally.* Either PARTY may terminate this Agreement upon Ninety (90) days advance written notice to the other PARTY for any reason.

10. Status of Employees, Contractors, and Agents: No joint employment is created by this Agreement. The employees, contractors, and agents of the respective PARTIES shall remain solely the employees, contractors, and agents of that respective PARTY.

11. Liability: No Waiver of Immunity:

a) *Limited Hold Harmless by COUNTY.* To the extent permitted by the Constitution and laws of the State of Texas, and subject to the limitations of the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code, COUNTY agrees to be responsible for and shall hold TOWN harmless from claims, damages, or liability arising from the negligent acts or omissions of COUNTY, its officers, agents, or employees in the performance of this Agreement.

b) *Scope and Statutory Limitations.* Any liability of COUNTY under this Section is expressly limited to those claims for which liability is waived by the Texas Tort Claims Act and shall not exceed the statutory damage caps or limitations provided therein or by other applicable law. Nothing in this Agreement shall be construed to expand COUNTY's liability beyond that provided by statute.

c) *No Assumption of TOWN Liability.* COUNTY does not assume liability for the acts or omissions of TOWN, its officers, agents, employees, contractors, or representatives.

~~d) *No Waiver of Immunity.* Nothing in this Agreement shall be construed as a waiver, in whole or in part, of sovereign immunity, governmental immunity, official immunity, or any other immunity, defense, or limitation of liability available to COUNTY under Texas law.~~ *Indemnification and Tort Claim Act*

13. Notices: Whenever a notice is required to be given in writing and under the terms of this Agreement, such notices shall be delivered or mailed by certified mail, return receipt requested to all PARTIES at the following addresses:

Town of Fulton:	Town of Fulton, Texas
	Mayor Kelli Cole
	P.O. Box 1130

*Interlocal Cooperation Agreement  
Retail Food Establishment Regulation and Enforcement Services*

Fulton, TX 78358  
Phone: (361) 729-5533  
Email: [citysec@fultontexas.org](mailto:citysec@fultontexas.org)

Aransas County:

Ray A. Garza  
County Judge  
308 N. Live Oak St.  
Rockport, TX 78382  
Phone: (361) 790-0101  
Email: [judge@aransascounty.org](mailto:judge@aransascounty.org)

14. **Interpretation of Law, Assignment, and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this agreement or any right accrued hereunder shall be made, in whole or in part, by any Party without the prior written consent of the other Parties. Venue shall be in Aransas County, Texas.

15. **Integration and Amendments:** This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.

16. **No Third-Party Beneficiaries:** Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein.

17. **Severability:** If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.

18. **Bargaining:** The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

19. **Counterparts:** This Agreement may be executed in any number of counterparts and when each Party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by all Parties.

20. **Authorization:** The undersigned officers and/or agents of the respective Party hereto are the properly authorized officials of the Party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each Party certifies by signing below that any



Interlocal Cooperation Agreement  
Retail Food Establishment Regulation and Enforcement Services

**PASSED AND APPROVED BY TOWN OF FULTON COUNCIL** on the \_\_\_\_ day  
of \_\_\_\_\_, 2026.

“TOWN”  
Town of Fulton, Texas

By: \_\_\_\_\_  
Kelli Cole, Mayor Date

**ACKNOWLEDGEMENT**

STATE OF TEXAS ) §  
 ) §  
COUNTY OF ARANSAS ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a  
Notary Public, in and for the above state and county, personally appeared  
\_\_\_\_\_, known to me to be or who proved on the basis of  
satisfactory evidence to be the person whose name is subscribed to this instrument and  
acknowledged that he or she executed the same for the purposes contained therein.

(SEAL)

\_\_\_\_\_  
Notary Public



Quoted By: Madonna Allen  
 Quote Expiration: 8/10/26  
 Quote Number: 2026-594116-B5X6W8  
 Quote Name: Additional ORI

**Sales Quotation For:**  
 FULTON, TX TOWN OF  
 PO BOX 1130  
 FULTON TX 78358-1130  
 Phone: +1 (361) 729-5533

**Shipping Address:**  
 Town of Fulton Police  
 P.O. Box 1130  
 Fulton TX 78358

**Annual / SaaS**

Description	Quantity	Annual
Public Safety Pro Licenses		
Additional ORI	1	\$ 850
<b>TOTAL</b>		<b>\$ 850</b>



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
<b>Total One-Time Cost</b>	<b>\$ 0</b>
Annual Recurring Fees/SaaS	\$ 850
Tyler Software Maintenance	\$ 0
Estimated Travel	\$ 0

INVESTMENT SUMMARY FOR:  
Town of Fulton Police, TX

PRESENTED BY:  
Madonna Allen

2/11/2026



<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 850
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Contract Total</b>	<b>\$ 850</b>	

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.#: \_\_\_\_\_

**Comments**

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:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- 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 available for download by 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.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - 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.
  - 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.
  - 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.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration 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.
- 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.

System and hardware specifications can be verified at [check.tylertech.com](http://check.tylertech.com)

Travel expenses will be billed as incurred according to Tyler's standard business travel policy.