



City of Killeen

Agenda

City Council

Tuesday, August 18, 2026

5:00 PM

City Hall
Council Chambers
101 N. College Street
Killeen, Texas 76541

Call to Order and Roll Call

☐ Joseph Solomon, Mayor	☐ Jessica Gonzalez
☐ Debbie Nash-King	☐ Charles Kimble
☐ Mellisa Brown	☐ David Bass
☐ Beverly Ann Williams	☐ Anthony Kendrick

Invocation

Pledge of Allegiance

Approval of Agenda

Work Session

Discuss agenda items 7-9 for the August 18, 2026 Regular Session

Citizen Comments on Agenda Items

This section allows members of the public to address the Council regarding any item, other than a public hearing item, on the agenda for Council's consideration. Each person shall complete a Citizen Speaker Registration form and present to the City Secretary. Each speaker will be limited to speak only one (1) time, and such address shall be limited to three (3) minutes. A timer will be placed so that the speaker and citizens can see it. A majority vote of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.

Regular Session

Consent Agenda

This section shall provide for items that require action by the Council, but where no discussion is anticipated. By a single motion, second, and affirmative majority vote, items under this section are approved without presentation by staff or further discussion.

1. [MN-26-021](#) Consider Minutes of Special City Council Meeting of June 9, 2026.

2. [MN-26-022](#) Consider Minutes of Regular City Council Meeting of June 16, 2026.
3. [MN-26-023](#) Consider Minutes of Special City Council Meeting of July 14, 2026.
4. [RS-26-124](#) Consider a resolution/memorandum approving a Memorandum of Understanding with the Texas Division of Emergency Management.
Attachments: [MOU](#)
[TDEM Statement](#)
[MOU Process](#)
[Presentation](#)
5. [RS-26-125](#) Consider a resolution/memorandum approving a Memorandum of Understanding with the Texas Statewide Interoperable Channel Plan.
Attachments: [MOU](#)
[Presentation](#)
6. [RS-26-126](#) Consider a memorandum/resolution awarding RFP #26-19, Killeen Civic & Conference Center Booking and Event Management Software, to Infor (US) LLC, for a three-year contract in the amount of \$108,350.02.
Attachments: [Scores Summary](#)
[Response Document](#)
[Agreement](#)
[Presentation](#)

Resolutions

7. [RS-26-127](#) Consider a memorandum/resolution approving the investment reports for the quarter ended June 30, 2026.
Attachments: [Quarterly Investment Report](#)
[Presentation](#)
8. [RS-26-128](#) Consider a memorandum/resolution authorizing the submission and acceptance of a grant award from the Office of the Governor under the FY 2026 Homeland Security Grant Program (LETPA) application 5364401, designating the City Manager as the City's authorized official, and providing an effective date.
Attachments: [Award Letter](#)
[Presentation](#)

9. [RS-26-129](#) Consider a memorandum/resolution approving an agreement with Quick Roofing under TIPS cooperative #25010402 to repair the First National Bank Texas Family Recreation Center Roof in the amount of \$479,868.46.

Attachments: [Agreement](#)
[TIPS Contract](#)
[Contract Verification](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Public Hearings

10. [PH-26-026](#) Hold a public hearing and consider an ordinance on behalf of PCW Investments LLC and Ivan Arias (Case# Z26-11) to rezone approximately 0.24 of an acre, being part of Lots 1 & 5, Block 6, North Side Addition and Lot 1, Block 5, out of the Replat of Lots 1 & 2, Block 5, North Side Addition, from "B-3" (Local Business District) to "R-1" (Single-Family Residential District). The subject properties are locally addressed as 312 and 313 East Texas Avenue, Killeen, Texas.

Attachments: [Maps](#)
[Site Photos](#)
[Minutes](#)
[Ordinance](#)
[Owner Response](#)
[Presentation](#)

11. [PH-26-027](#) Hold a public hearing and consider an ordinance on behalf of Kailles Projects Limited Liability Company 1401 Mulford Street Series and Berta P Nolasco (Case# Z26-12) to rezone approximately 0.144 of an acre, out of H O'Neal Survey, Abstract 645, from "B-3" (Local Business District) to "R-2" (Two-Family Residential District); and Lot 1, Block 1, Mulford Addition, from "B-3" (Local Business District) to "R-1" (Single-Family Residential District). The subject properties are locally addressed as 1401 and 1411 Mulford Street, Killeen, Texas.

Attachments: [Maps](#)
[Site Photos](#)
[Minutes](#)
[Ordinance](#)
[Presentation](#)

Discussion Items

12. [DS-26-074](#) Receive Quarterly Financial Report
Attachments: [Presentation](#)
13. [DS-26-075](#) Killeen Economic Development Corporation Update and Discuss Priorities
Attachments: [Presentation](#)
14. [DS-26-076](#) Discuss Proposed Fiscal Year 2027 Operating and CIP Budget
Attachments: [FY 2027 Estimated Taxpayer Impact](#)
[Presentation](#)

Citizen Comments on Non-Agenda Items

This section allows members of the public to address the Council regarding any item concerning City business that is not on the agenda. Each person shall sign up, may speak only one (1) time, and such address shall be limited to three (3) minutes. Comments under this section are limited to the first ten (10) members of the public to sign up to speak. Mayor and Council members will not discuss items that are not on the agenda, nor respond other than possibly offer a brief statement of specific factual information, or propose to place an item on the agenda for a future meeting.

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on August 11, 2026.

Elaine Simpson, City Secretary

The public is hereby informed that notices for City of Killeen meetings will no longer distinguish between matters to be discussed in open or closed session of a meeting. This practice is in accordance with rulings by the Texas Attorney General that, under the Texas Open Meetings Act, the City Council may convene a closed session to discuss any matter listed on the agenda, without prior or further notice, if the matter is one that the Open Meetings Act allows to be discussed in a closed session.

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7717, City Secretary's Office, or TDD 1-800-734-2989.

The public may participate remotely in Regular City Council meetings under Citizens Comments or Public Hearings. Remote participants must sign up in advance following instructions provided on the city's official website, www.killeentexas.gov.

Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. No official action will be taken by Council.

- *Killeen Police Department Graduation & Swearing -In Ceremony, September 4, 2026, 10:00 am, Killeen Civic and Conference Center 3601 S. WS Young Killeen Drive, TX 76542*
- *Boots, Brews and BBQ Festival, September 5, 2026, 5 PM to 10 PM, Historic Downtown Killeen*
- *Introduction to Incremental Development Seminar, September 16, 2026, 6:00 PM, Southern Roots Brewing, 324 N Gray Street Killeen, TX 76541*
- *Greater Killeen Chamber of Commerce 93rd Annual Banquet, September 17, 2026, 6:00 pm, Killeen Civic and Conference Center, 3601 S. WS Young Drive, Killeen, TX 76542*
- *Youth Advisory Commission 2026 Youth Conference, September 25, 2026, 9:00 to 2:00, Killeen Civic and Conference Center 3601 S. WS Young Killeen Drive, TX 76542*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: MN-26-021

Consider Minutes of Special City Council Meeting of June 9, 2026.

City of Killeen

Special City Council Meeting

Killeen City Hall

June 9, 2026 at 5:00 p.m.

Presiding: Mayor Joseph Solomon

Attending: Mayor Protem Jessica Gonzalez, Councilmembers Debbie Nash-King, Beverly Ann Williams, Anthony Kendrick, Mellisa Brown, David Bass and Charles Kimble appearing via ZOOM.

Also attending were Interim City Manager Laurie Wilson, City Attorney Holli Clements, Executive Director of Communications Torrie Bethany and Sergeant-at-Arms Lawrence

Approval of Agenda

Motion was made by Councilmember Kendrick to approve the agenda, as presented. Motion was seconded by Councilmember Brown. The motion carried unanimously (7-0).

Citizen Comments on Agenda Items

Anca Neagu spoke regarding DS-26-047.

Michael Fornino spoke regarding DS-26-046 and DS-26-047.

James Sills spoke regarding RS-26-047.

Dr. Sue Neesy Croft spoke regarding RS-26-047.

Leo Gukeisen spoke regarding RS-26-047.

Discussion Items

DS-26-046 Discuss and consider changing the time for Special Meetings scheduled on June 22, 2026, July 14, 2026, and July 28, 2026

Staff Comments: Laurie Wilson, Interim City Manager

Ms. Wilson introduced this item to City Council for consideration. Ms. Wilson was available to provide additional information and to answer questions.

No motion of direction was made; consensus to keep the meetings at 5:00 p.m.

DS-26-047 Discuss charter amendments related to election dates, term limits for elected officials, resign-to-run provision, filling vacancies on City Council, City Council initiated investigations, candidate filing fee, initiative & referendum requirements, recall procedures, judicial removal of elected officials, citizen comment period, and change order briefings by the City Manager.

Staff Comments: Andy Wallander, Deputy City Attorney

Mr. Wallander presented these recommendations from the Charter Review Committee to City Council for discussion and consideration. Mr. Wallander was available to provide additional information and to answer questions.

Motion of directions were made with regard to whether or not to place proposed amendments on the ballot for a Charter Election.

Election Dates: Councilmember Mellisa Brown made a motion to accept the proposed amendment as presented to move all regular elections to the November uniform election date in odd-numbered years. Second by Councilmember Beverly Williams. Motion passed 5:2 with Councilmembers Kendrick and Nash-King in opposition.

Term Limits: Councilmember Anthony Kendrick made a motion to reject the amendment with regard to term limits. Second by Councilmember Debbie Nash-King. Motion passed 6:1 with Councilmember Mellisa Brown in opposition.

Resign to Run: Councilmember Mellisa Brown made a motion to accept the proposed amendment as presented. Motion failed due to lack of a second. Debbie Nash-King made a motion to remove the "resign to run" provisions to allow Councilmembers to continue to serve regardless of running for another position with the City or outside of the City. Motion passed unanimously (7:0).

Council Vacancies: Councilmember Debbie Nash-King made a motion to accept the amendment as presented that any vacancy should be filled by appointment no matter when the vacancy occurred or how many vacancies existed. Second by Councilmember David Bass. Councilmember Mellisa Brown made a motion to amend the motion to add "no more than two appointments could be made within a two-year term" and "any vacancy thereafter would be filled by special election". Second by Mayor Protem Jessica Gonzalez. Motion to amend failed 3:4 with Councilmembers Bass, Kendrick, Nash-King, and Kimble in opposition. Original motion passed 6:1 with Councilmember Mellisa Brown in opposition.

Council initiated investigations: Councilmember Mellisa Brown made a motion to accept the proposed amendment as presented to require that City Council adopt an ordinance specifying the procedures to conduct an investigation. The motion failed for lack of a second. Councilmember Mellisa Brown made a motion modify the proposed amendment to strike 'by ordinance' and require

the Council to adopt procedures to conduct an investigation. Councilmember Melissa Brown called for the vote. Second by Councilmember Charles Kimble. Call for the vote fails 3:4 with Councilmembers Kendrick, Williams, Nash-King, and Bass in opposition. Councilmember Debbie Nash-King moves to amend the motion to require that Council adopt procedures through its governing standards to conduct an investigation. Second by Councilmember Mellisa Brown. Motion to amend passes 6:1 with Councilmember Kendrick abstaining and being counted as a negative vote per governing standards. Motion as amended fails 3:4 with Councilmembers Bass, Kendrick, Nash-King, and Williams in opposition.

Adjournment

With no further business, upon motion being made by Councilmember Brown, seconded by Councilmember Nash-King, and unanimously approved, the meeting was adjourned at 7:55 p.m.



City of Killeen

Staff Report

File Number: MN-26-022

Consider Minutes of Regular City Council Meeting of June 16, 2026.

City of Killeen

City Council Meeting

Killeen City Hall

June 16, 2026 at 3:00 p.m.

Presiding: Mayor Joseph Solomon

Attending: Mayor ProTem Jessica Gonzalez, Councilmembers Beverly Ann Williams, Anthony Kendrick, Mellisa Brown, Charles Kimble and David Bass

Absent: Councilmember Debbie Nash-King

Also attending were Interim City Manager Kent Cagle, Assistant City Manager Laurie Wilson, City Attorney Holli Clements, Interim City Secretary Micheal Lollar and Sergeant-at-Arms Lawrence

Councilmember Beverly Ann Williams gave the invocation. Mr. Keller of the VFW on Fort Hood led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Councilmember Brown to approve the agenda, as presented. Motion was seconded by Councilmember Bass. The motion carried unanimously (6-0).

Work Session

Discuss agenda items 2-11 for the June 16, 2026 Regular Session

Citizen Comments on Agenda Items

Michael Fornino spoke regarding RS-26-094, DS-26-048 and DS-26-050.

Gwendolyn Everett spoke regarding DS-26-049.

Dr. Sue Neesy Croft spoke regarding DS-26-041.

Regular Session

Consent Agenda

MN-26-019 Consider Minutes of Regular City Council Meeting of May 19, 2026.

RS-26-093 Consider a memorandum/resolution authorizing the City Manager to accept agreements with the Federal Aviation Administration for an Airport Improvement Program (AIP) Grant and an Airport Infrastructure Grant (AIG) to support the Terminal Rehabilitation Improvements project at Killeen Regional Airport.

RS-26-094 Consider a memorandum/resolution approving Quick Roofing TIPS cooperative #25010402 in the amount of \$172,367.33 to repair the Lions Club Park Senior Center roof.

RS-26-095 Consider a memorandum/resolution renewing Group Employee Medical and Pharmaceutical Benefits with Blue Cross and Blue Shield of Texas and employee dental insurance with MetLife, effective October 1, 2026.

RS-26-096 Consider a memorandum/resolution awarding RFP 26-23 - Liability, Property, and Workers' Compensation Insurance Services, to TML-IRP in the amount of \$3,100,016 effective October 1, 2026.

RS-26-097 Consider a memorandum/resolution declaring a vacancy on the Civil Service Commission and appointing a new member to fill the vacancy.

RS-26-098 Consider a memorandum/resolution approving the Texas Association of School Boards (TASB) BuyBoard purchase for the Animal Shelter Dog Stray Kennel HVAC Unit Replacement from Southland Industries, in the amount of \$146,500.

RS-26-099 Consider a memorandum/resolution approving an agreement with Quick Roofing (TIPS Contract #25010402) for the roof repair/replacement at Killeen Public Library, Copper Mountain Branch, in the amount of \$179,856.22.

RS-26-100 Consider a memorandum/resolution appointing new members to the Board of Adjustment.

Motion was made by Councilmember Brown to approve the Consent Agenda including appointment of new members to boards. Motion was seconded by Mayor Pro Tem Gonzalez. The motion passed 5-0 with Councilmember Williams not voting.

Public Hearing

PH-26-018 Hold a public hearing and consider a memorandum/resolution approving the proposed fee schedule for Fiscal Year 2027 to be effective October 1, 2026.

Staff Comments: Judith Tangalin, Executive Director of Finance

This item was presented to City Council during their Work Session. Ms. Tangalin was available to provide additional information and to answer questions along with staff as needed.

Mayor Solomon opened the public hearing.

Karen Kitt-Chapman spoke against Senior Center Fee increase.

Patsy Bracey spoke in support of Senior Center Fee increase; however, would suggest seniors outside city limits pay a higher fee.

Michael Fornino spoke in support of Senior Center Fee increase.

With no one else appearing, the public hearing was closed.

Motion was made by Councilmember Kimble to approve PH-26-018 with the exception of the Senior Center Fees, Solid Waste Brush Collection Fee, and the Animal Services Fees. Motion was seconded by Councilmember Brown. The motion carried unanimously (6-0).

Motion was made by Councilmember Brown to approve revision to Senior Center Fee schedule increase Senior Center Membership. Motion was seconded by Councilmember Kimble. The motion carried unanimously (6-0).

Motion was made by Councilmember Brown to accept the amendment of the Solid Waste Brush Collection fee decrease from \$21 to \$10. Motion was seconded by Councilmember Bass. The motion carried (4-2) with Kimble and Kendrick in opposition.

Motion was made by Councilmember Brown to table the Animal Services Fees until the July 7, 2026 meeting. Motion was seconded by Councilmember Kendrick. The motion carried (4-2) with Kimble and Bass in opposition.

PH-26-019 Hold a public hearing and consider an ordinance submitted by Vincent Gerard & Associates on behalf of First Assembly of God Inc. (Case# Z26-10) for a Conditional Use Permit (CUP) to allow for the installation of a wireless telecommunication tower on property zoned "B-3" (Local Business District), being approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition. The subject property is locally addressed as 7432 East Trimmier Road, Killeen, Texas. (Requires 3/4 Majority Vote for Approval)

The City Secretary read the caption of the ordinance:

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 2.0 ACRES BEING LOT 1, BLOCK 1, MCCLURKAN ADDITION FROM "B-3" (LOCAL BUSINESS DISTRICT) TO "B-3" (LOCAL BUSINESS DISTRICT) W/CONDITIONAL USE PERMIT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Executive Director of Development Services

This item was presented to City Council during their Work Session. Ms. Meshier was available to provide additional information and to answer questions.

Applicant Vince Huebinger with Vincent Gerard & Associates spoke in support of amending the

ordinance to allow the CUP for the cell tower.

Mayor Solomon opened the public hearing.

Donald Smith spoke in support of the CUP for the cell tower.

Cecil Adams spoke in support of the CUP for the cell tower.

With no one else appearing, the public hearing was closed.

Motion was made by Councilmember Brown to postpone PH-26-019 until July 7, 2026. Motion was seconded by Councilmember Bass. The motion carried unanimously (6-0).

Discussion Items

DS-26-048 Fiscal Year 2027 Budget Preview

Staff Comments: Kent Cagle, Interim City Manager

Mr. Cagle presented this item to City Council for discussion and consideration. Mr. Cagle was available to provide additional information and to answer questions.

DS-26-041 Receive Quarterly Financial Report

Staff Comments: Judith Tangalin, Executive Director of Finance

Ms. Tangalin presented this item to City Council for discussion and consideration. Ms. Tangalin was available to provide additional information and to answer questions.

DS-26-049 Killeen Children's Museum and Immersion Center Plan of Action Update

Staff

Comments: Tiffanie McNair, Executive Director of Community Development

Ms. McNair presented this item to City Council for discussion and consideration. Ms. McNair was available to provide additional information and to answer questions.

Motion of direction from Council to bring this item back for review on January 19, 2027 after Mayor Pro Tem Gonzalez and Ms. McNair host town meetings to receive feedback from stakeholders. Motion seconded by Councilmember Brown. Motion carries unanimously (6-0)

DS-26-050 Review Governing Standards

Staff Comments: Holli Clements, City Attorney

Ms. Clements presented this item to City Council for discussion and consideration. Ms. Clements was available to provide additional information and to answer questions.

Motion of direction from Councilmember Bass to add Citizen Comments on Non-Agenda Items to the Citizens Comments on Agenda Items. Motion seconded and amended by Councilmember Brown to add Citizen Comments on Non-Agenda Items; however, have it at a different spot on the agenda. Mayor Pro-Tem Gonzalez seconded the amendment to the motion. Amended motion carries 4-2 with Councilmembers Bass and Kendrick in opposition. Original motion carries 4-2 with Councilmember Kimble in opposition and Councilmember Kendrick abstaining from vote.

Motion of direction was made by Councilmember Brown to move annual review of the Governing

Standards from June to December of each with the elections changing to November. Seconded by Councilmember Bass. Motion passed 5-1, with Councilmember Kendrick in opposition.

Motion of direction was made by Councilmember Bass to have Workshop Council Meetings the 1st and 3rd Tuesdays of the month and Regular Council Meetings the 2nd and 4th Tuesdays of the month. Seconded by Councilmember Brown. Motion failed 4-3, with Mayor Solomon (tiebreaker), Mayor Pro Tem Gonzalez, and Councilmembers Kendrick and Kimble in opposition.

Motion of direction was made by Councilmember Brown to allow citizens to participate in any citizen comment period via ZOOM. Seconded by Mayor Pro Tem Gonzalez. Motion passed 4-2, with Councilmembers Bass and Kendrick in opposition.

Motion of direction was made by Councilmember Brown to table further discussions on the Governing Standards to the July 7, 2026 meeting. Seconded by Councilmember Williams. Motion passed unanimously (6-0).

Adjournment

With no further business, upon motion being made by Councilmember Brown, seconded by Councilmember Williams, and unanimously approved (6-0), the meeting was adjourned at 10:02 p.m.



City of Killeen

Staff Report

File Number: MN-26-023

Consider Minutes of Special City Council Meeting of July 14, 2026.

City of Killeen

City Council Meeting

Killeen City Hall

July 14, 2026, at 5:00 p.m.

Presiding: Mayor Joseph Solomon

Attending: Mayor Protem Jessica Gonzalez, Councilmembers Anthony Kendrick, Mellisa Brown, Beverly Ann Williams, Charles Kimble, David Bass, Debbie Nash-King and

Also attending were Interim City Manager Kent Cagle, City Attorney Holli Clements, Deputy City Attorney Andy Wallander, City Secretary Elaine Simpson, Interim City Secretary Micheal Lollar, Deputy City Secretary Megan Magallon, and Assistant City Manager Laurie Wilson.

Approval of Agenda

Motion was made by Councilmember Brown to approve the agenda, as presented. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (7-0).

Citizen Comments on Agenda Items

There were six (6) speakers:

- Araceli Cook spoke regarding agenda item DS-26-060 charter amendments/citizens comments.
- Michael Fornino spoke regarding agenda items DS-26-060 charter amendments/citizens comments, DS 26-061 additional charter amendments, and DS 26-059 animal adoption facility.
- Anca Weagil spoke regarding agenda item DS-26-059 Animal Adoption Facility.
- Jamie Carroll spoke regarding agenda item DS-26-059 Animal Adoption Facility.
- Dr. Sue Neesy Croft spoke regarding the proposed charter amendments in items DS-26-060 and DS-26-061.
- Leo Gukeisen spoke regarding DS-26-060 charter amendments/citizen comments.

Discussion Items

DS-26-061 Discuss additional proposed charter amendments.

Staff Comments: Andy Wallander, Deputy City Attorney

Assistant City Attorney Andy Wallander introduced the item, provided the staff presentation for discussion, and fielded questions about the proposed citizens comment period.

Motion: Motion by Councilmember Brown to accept the proposed amendment to be presented to the voters on November 3, 2026, Special Charter Amendment Election ballot. This motion died for lack of a second.

Motion: Motion by Council member Bass, seconded by Councilmember Kendrick, to reject this item as a proposed Charter Amendment. Motion passed by a vote of 5-2. (Opposed: Brown and Kimble)

DS-26-061 Discuss additional proposed charter amendments.

Deputy City Attorney Wallander introduced the item, provided the staff presentation, and fielded questions from the City Council.

Motion from Councilmember Brown to add a stipulation that a city staff member that leaves from the Executive Director position shall not be eligible for re-hire to a similar position for 3 years. This motion died for lack of a second.

Motion: Motion by Councilmember Kendrick, seconded by Councilmember Nash-King, to add a requirement that only a registered voter who resides in the district represented by the District Councilmember who is the subject of the recall election, may initiate a petition for recall election. This motion carried 6-1. (Brown opposed)

DS-26-059 Discuss Animal Adoption Facility

Deputy City Manager Laurie Wilson introduced the agenda item, provided the staff presentation and fielded questions. She explained that there is currently a meeting set with the architect to investigate cost/benefit options to address mold issues at an animal shelter building (former veterinarian office). Once the cost assessments are done, city staff will bring the cost options and timelines back to City Council for review.

Executive Session

Mayor Solomon read the exceptions from the Texas Open Meeting Act, Texas Local Government Code Section 551.074 Personnel Matters. The City Council went into Executive / Closed Session at 6:43 PM.

DS-26-062 Discuss Interim City Manager Appointment

Council returned to Open/Regular Session at 7:12 PM.

Adjournment

Motion to Adjourn was made by Councilmember Brown, seconded by Councilmember Kimble for adjournment at 7:12 PM. Motion carried unanimously by a vote of 7-0.



City of Killeen

Staff Report

File Number: RS-26-124

Consider a resolution/memorandum approving a Memorandum of Understanding with the Texas Division of Emergency Management.

DATE: August 18, 2026

TO: Kent Cagle, Interim City Manager

FROM: Jim Kubinski, Fire Chief

SUBJECT: Texas Division of Emergency Management (TDEM) MOU

BACKGROUND AND FINDINGS:

The Texas Division of Emergency Management (TDEM) has requested that the City of Killeen execute an updated Memorandum of Understanding (MOU) for participation in Texas Emergency Management Assistance Teams (TEMAT). City personnel have previously participated in state response teams, particularly through TIFMAS. Updating this MOU will ensure streamlined deployment, coordination, and reimbursement for any current or future personnel assigned to the following teams:

- IMT - Incident Management Team
- TX-TF - Texas Task Force (Search & Rescue)
- ISTF - Incident Support Task Force
- TIFMAS - Texas Intrastate Fire Mutual Aid System
- PWRT - Public Works Response Team

The agreement supports state deployments and EMAC missions over the next five years and requires execution by the Mayor or City Manager.

This single MOU replaces all current existing, separate, MOU's that are in place with each of the individual agencies listed above and combines them into a single, easier to manage, MOU.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Conforms to city policy

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The fiscal impact cannot be determined because it will depend on the frequency, duration, and resources required for future deployments. The City may initially incur personnel, equipment, and other departmental costs. Eligible deployment costs are reimbursable following completion of the deployment and submission of the required documentation.

Is this a one-time or recurring revenue/expenditure?

Potentially recurring during the five-year term of the MOU, depending on deployment activity.

Is this revenue/expenditure budgeted?

Deployment costs will be charged to the applicable departmental budgets, with eligible reimbursements recognized upon receipt.

If not, where will the money come from?

If existing appropriations are insufficient, a budget amendment may be required.

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Sufficiency will be evaluated at the time of each deployment based on the associated costs and available departmental appropriations.

RECOMMENDATION:

Killeen Fire Department recommends that Council approve a Memorandum of Understanding and authorize the Interim City Manager or his designee to enter the MOU/Interlocal Agreement with Texas Division of Emergency Management

DEPARTMENTAL CLEARANCES:

Fire
Purchasing
Legal

ATTACHED SUPPORTING DOCUMENTS:

MOU
TDEM Statement

MOU Process

Presentation

**Memorandum of Understanding
Between
Texas Division of Emergency Management
and Texas Emergency Management Assistance Teams Participating
Jurisdiction/Employer**

This memorandum of understanding (“TEMAT MOU”) becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management (“TDEM”), a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams (“TEMAT”) participating jurisdiction/employer City of Killeen (“Jurisdiction”).

I. PURPOSE

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM’s authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

TEMAT Program	State Agency Program Administrator	Program Summary
Incident Support Task Force (ISTF)	Texas Division of Emergency Management (TDEM)	Provides support through multiple areas of expertise throughout response and recovery initiatives
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force 1 (TX-TF1)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3
State of Texas Incident Management Team (IMT)	Texas Division of Emergency Management (TDEM)	Provides position specific personnel to assist in emergency operations
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

IV. DEFINITIONS

- A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.
- B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.
- C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.
- D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.
- F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.
- G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.
- H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

- I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.
- J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.
- K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.
- L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.
- M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.
- N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

V. RESPONSIBILITIES

- A. TDEM shall be responsible for the following:
 - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.
 - 2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.
 - 3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
 - 4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.
 - 5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.
 - 6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

B. The TDEM shall ensure that the Program Administrator(s) will do the following:

1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.
2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.
3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.
4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
6. Develop, implement, and exercise an internal notification and call-out system for Members.
7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.
8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.
9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.
10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.
11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

12. All reimbursement requests pursuant to this section shall follow program specific guidelines included in the TEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.
2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.
3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.
4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.
6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.
3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program and advise Program Administrator of any lost, stolen, or damaged items assigned to Member.
6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.
7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.
9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

TEMAT Training and Exercises – State or Program Administrator Sponsored:

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

B. Minimum Qualification and Training Requirements

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

Jurisdiction to ensure Members attend or maintain qualifications may result in dismissal from the TEMAT Program when qualifications are no longer valid.

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of Administrators/Jurisdiction

1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.
2. All financial commitments herein are made subject to the availability of funds from the State of Texas.

VIII. Liability and Workers' Compensation for State Activation/And Training

- A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.
- B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.
- B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the state shall not discriminate against any Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.
- D. This TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Incident Support Task Force (ISTF)	☒	LW
Public Works Response Team (PWRT)	☐	
Texas A&M Task Force 1	☒	LW
State of Texas Incident Management Team (IMT)	☐	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	☒	LW

XI. POINTS OF CONTACT

	TDEM	TEMAT Coordinator
Name:	Chief Nim Kidd	Kharley Smith
Title:	Chair – Texas Emergency Management Council	ISTF Division Chief
Address Line 1:	313 E Anderson Ln	313 E Anderson Ln
Address Line 2:	Building 3	Building 3
City, State, Zip:	Austin, TX 78752	Austin, TX 78752
Phone Number:	512-424-2436	512-424-2436
Email:	Nim.kidd@tdem.texas.gov	kharley.smith@tdem.texas.gov

Jurisdiction

Name: Laurie Wilson

Title: Assistant City Manager

Address Line 1: 101 N. College St.

Address Line 2: Killeen TX 76541

City, State, Zip: 254-501-7709

Phone Number: 254-501-7709

Email: lwilson@killeentexas.gov

XII. GENERAL PROVISIONS

- A. This TEMAT MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this TEMAT MOU constitutes acceptance of the authority of the State of Texas, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Jurisdiction shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, Jurisdiction shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XIII. ENTIRE AGREEMENT

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This TEMAT MOU is entered into by and between the following parties:

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Signature: _____
Name: W. Nim Kidd
Title: Chief, Texas Division of Emergency Management
Date: _____

JURISDICTION

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



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

Kharley Smith
TDEM – Division Chief
TEMAT - Incident Support Task Force
512.574.9657 kharley.smith@tdem.texas.gov

Subject: Implementation of the Statewide Emergency Management Assistance Teams (TEMAT) Program Agreement

Dear County Judges and Mayors,

I am writing to inform you of an essential development in Texas's statewide emergency response capability. The **State of Texas Emergency Management Assistance Teams (TEMAT)** program has formally launched a streamlined and modernized framework for interjurisdictional support during disasters and critical incidents through a jurisdictional wide Memorandum of Understanding (MOU).

This MOU provides for a single-source agreement between the State of Texas and participating jurisdictions for all special response teams under the TEMAT program. The agreement enables local agencies to nominate and authorize personnel to be rostered and deployed as part of coordinated emergency response teams. These individuals may be called upon to assist in statewide or regional operations during times of crisis.

Key Benefits of the New Agreement:

- **Single Contract, Statewide Coverage:** One standardized agreement replaces the need for separate contracts with each team, agency, or discipline. This new model applies to Texas-based response teams, simplifying participation for local governments.
- **Maintains Local Control:** Jurisdictions retain full authority to nominate personnel and approve deployments, while benefitting from centralized coordination and streamlined support.
- **Complete Administrative Protection:** The agreement includes comprehensive provisions for workers' compensation, liability coverage, asset usage, and expense reimbursement in accordance with applicable local, state and federal reimbursement policies.
- **Flexible Deployment Options:** The program supports deployment of individual personnel, specialty resources, or complete units, based on mission needs and operational readiness.

Transition from Current Agreements:

This new agreement supersedes existing individual contracts currently in place. However, to ensure continuity and flexibility, all existing agreements will remain in effect until each local jurisdiction has had the opportunity to review and opt into the new TEMAT framework. There will be no disruption to ongoing mutual aid capabilities during the transition.

Participation in the TEMAT program ensures that your community remains both a contributor to and a beneficiary of a more efficient and well-coordinated statewide emergency management system. It also creates new opportunities for your personnel to receive training, deploy during real-world operations, and return with valuable experience and insights.

Enclosed is the TEMAT program overview and the process to access the new agreement for your review. Our office is available to assist with any administrative or operational questions as you consider enrollment.

Thank you for your continued leadership in protecting your communities and strengthening Texas's emergency response network.

Respectfully,

Kharley Smith



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

TEMAT Overview

TDEM, in collaboration with TEEX and TAMFS, established the Texas Emergency Management Assistance Teams (TEMAT), specialized response teams composed of local jurisdictional and state resources. These discipline-specific teams are rostered and trained together before deployment, enabling high-level engagement and incident response. Their structure allows them to serve as a force multiplier in disaster operations.

TEMAT is comprised of the following teams:

- **Incident Support Task Force (ISTF)** – A Texas Division of Emergency Management (TDEM) asset that provides expertise across multiple areas of response and recovery. The ISTF is made up of local emergency management professionals.
- **State of Texas Incident Management Team (IMT)** – A Texas Division of Emergency Management (TDEM) asset that supplies position-specific personnel to support emergency operations under the Incident Command System. Membership includes both local and state emergency management professionals.
- **Public Works Response Team (PWRT)** – A Texas A&M Engineering Extension Service (TEEX) asset that delivers critical infrastructure support, staffed by local public works specialists.
- **Texas A&M Task Force (TX-TF)** – A Texas A&M Engineering Extension Service (TEEX) asset that provides search and rescue capabilities, comprised of local first responders.
- **Texas Interstate Fire Mutual Aid System (TIFMAS)** – A Texas A&M Forest Service (TAMFS) asset that delivers wildland firefighting, fire department support and All Hazard response, comprised of local and state firefighting personnel and equipment.



TEMAT Memorandum of Understanding (MOU) Process

1. Local Jurisdictional Request for MOU

Any taxing entity, which includes City, County, Tribal, ESD, and ISD's, may request to complete a TEMAT Memorandum of Understanding with the state. To begin, please contact your **TEMAT POC, ISTF Regional Coordinator, TDEM Regional Staff/Leadership**.

2. Local Jurisdictional ID (JID)

Once initiated, the local jurisdiction POC will receive a **TEMAT MOU Jurisdictional ID (JID)** (specific to your jurisdiction) along with a link to the [TEMAT MOU Submission Form](#).

3. MOU Execution

Using the Submission Form:

- Select your jurisdiction (City, County ESD, ISD, Tribal).
- Enter your **JID (also called “pin”)**. This pin is provided by TDEM ISTF upon request.
- Provide your full name.
- Choose your preferred signature method: **DocuSign** or **Hardcopy**.

4. DocuSign Option

- Review the populated TEMAT MOU.
- Check and initial each TEMAT Program your jurisdiction will participate in.
- Enter your contact information.
- Select “**Save/Continue**” to proceed to DocuSign and execute the MOU.

5. Hardcopy Option

- Enter your email address to download the MOU.
- Complete and sign the form.
- Upload the signed document back into the [TEMAT MOU Submission Form](#).



TEXAS DIVISION OF EMERGENCY MANAGEMENT MOU

RS-26-124

August 18, 2026

Texas Division of Emergency Management MOU

2

- The Texas Division of Emergency Management (TDEM) has requested that the City of Killeen execute an updated Memorandum of Understanding (MOU) for participation in Texas Emergency Management Assistance Teams (TEMAT). City personnel have previously participated in state response teams, particularly through TIFMAS. Updating this MOU will ensure streamlined deployment, coordination, and reimbursement for any current or future personnel assigned to the following teams:

Texas Division of Emergency Management MOU

3

- ❑ IMT – Incident Management Team
- ❑ TX-TF – Texas Task Force (Search & Rescue)
- ❑ ISTF – Incident Support Task Force
- ❑ TIFMAS – Texas Intrastate Fire Mutual Aid System
- ❑ PWRT – Public Works Response Team

Texas Division of Emergency Management MOU

4

- The agreement supports state deployments and EMAC missions over the next five years and requires execution by the Mayor or City Manager.
- **Recommendation:**
Approve execution of the MOU to maintain eligibility and ensure efficient reimbursement processes.



City of Killeen

Staff Report

File Number: RS-26-125

Consider a resolution/memorandum approving a Memorandum of Understanding with the Texas Statewide Interoperable Channel Plan.

DATE: August 18, 2026

TO: Kent Cagle, Interim City Manager

FROM: Jim Kubinski, Fire Chief

SUBJECT: Texas Statewide Interoperable Channel Plan (TSICP) MOU

BACKGROUND AND FINDINGS:

The City of Killeen has not executed the current Texas Statewide Interoperable Channel Plan (TSICP) Memorandum of Understanding (MOU). Execution of this agreement is necessary to demonstrate compliance with the TSICP, including proper radio programming requirements. Compliance is also required when applying for certain state and federal grants, as applicants must certify adherence to the TSICP. Attached is the MOU document for review and execution.

While the City has adopted the TSICP standards and is currently operating in compliance with applicable interoperability and radio programming requirements, execution of the updated MOU is necessary to formally document and maintain compliance with state requirements.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Conforms to city policy

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

Execution of the MOU does not require a current or future expenditure. However, maintaining documented compliance with the Texas Statewide Interoperable Channel Plan may be required for eligibility for certain state and federal grants. The amount of any potential grant funding cannot be determined at this time.

Is this a one-time or recurring revenue/expenditure?

There is no direct revenue or expenditure associated with executing the MOU.

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

N/A

RECOMMENDATION:

Killeen Fire Department recommends that Council approve a Memorandum of Understanding and authorize the City Manager or his designee to enter the MOU with Texas Statewide Interoperable Channel Plan.

DEPARTMENTAL CLEARANCES:

Fire
Purchasing
Legal

ATTACHED SUPPORTING DOCUMENTS:

MOU
Presentation

This **Memorandum of Understanding** was agreed to on this date: _____, _____, 20____. The v24.2 fillable form is available here: <https://www.dps.texas.gov/section/infrastructure-operations/swic-document-library>
Please **complete this page only, sign, save, and then email** as attached file to txswic@dps.texas.gov.

WHO SHOULD EXECUTE THIS AGREEMENT: Each jurisdiction must individually sign this agreement.

- An authorized representative of a City may sign for all public safety agencies in that city.
- A County may sign for volunteer fire departments (VFD) if the VFD is recognized in the county emergency management plan; however,
- A County CANNOT sign for all cities or other public safety agencies in the county that are not a part of county government since they are separate legal entities.
- A Council of Governments (COG) CANNOT sign for all jurisdictions within the COG.

Compliance with this TSICP and the SCIP are required to receive grant funds for communications equipment. **Agencies and programmers should verify the latest version of these documents are being referenced; they can be found at** <https://www.dps.texas.gov/section/infrastructure-operations/swic-document-library>

FOR JURISDICTION

Jurisdiction Name: Killeen Fire Department

Authorized Signature: _____

Print Name: Laurie Wilson

Title: Assistant City Manager

Jurisdiction Address: 101 N. College St.

County: Bell

Phone: 254-501-7709 e-mail: lwilson@killeentexas.gov

Jurisdiction/Agency Radio Communications Contact: Michael S. Jones

Phone: 254-383-1018 e-mail: msjones@killeentexas.gov

Indicate the NUMBER of mobile, portable, temporary base, and/or mobile relay radios to be operated under TxDPS licenses. For Federal Entity Interop and 700 Air-to-Ground channels, please mark the appropriate box with a checkmark or "X" if these channels are programmed or if programming is planned in the future.

	Mobile	Portable	Temporary Base-Mobile Relay	Federal Entity Interop Channels	700 Air-to-Ground Channels
150 MHz	30 of 100	159 of 233	0		N/A
450 MHz	30 of 100	159 of 233	0		N/A
700 MHz	100 of 100	233 of 233	0	N/A	
800 MHz NPSPAC	100 of 100	233 of 233	0	N/A	N/A

(This information is required by TxDPS as a condition of its licenses from the FCC.)

TEXAS DEPARTMENT OF PUBLIC SAFETY SWIC OFFICE SIGNATURE

Signature: _____
Aaron Slaughter, Statewide Interoperability Coordinator, Information Technology Division
Phone: (512) 424-7749 Aaron.Slaughter@dps.texas.gov



TEXAS STATEWIDE INTEROPERABILITY CHANNEL PLAN MEMORANDUM OF UNDERSTANDING

RS-26-125

August 18, 2026

Texas Division of Emergency Management MOU

2

- This Memorandum of Understanding (MOU) establishes permissions and guidelines for use of interoperability or mutual aid radio channels.
- It authorizes the use of certain state-licensed radio frequencies by emergency response organizations for the purpose of coordination between agencies and resources.
- It requires continued coordination between the City and the Office of the Statewide Interoperability Coordinator (SWIC)

Texas Division of Emergency Management MOU

3

- This agreement covers all departments and/or sub-agencies of the city.
- Participation in this MOU is a requirement for grant eligibility under Federal grant programs.
- **Recommendation:**
Approve execution of the MOU to maintain grant eligibility and ensure availability of interoperable radio communication for city departments.



City of Killeen

Staff Report

File Number: RS-26-126

Consider a memorandum/resolution awarding RFP #26-19, Killeen Civic & Conference Center Booking and Event Management Software, to Infor (US) LLC, for a three-year contract in the amount of \$108,350.02.

DATE: August 18, 2026

TO: Kent Cagle, Interim City Manager

FROM: Tiffanie McNair, Executive Director Community Development

SUBJECT: Award of RFP #26-19- Venue Booking and Event Management Software

BACKGROUND AND FINDINGS:

The Killeen Civic & Conference Center (KCCC) and Killeen Arts & Activities Center (KAAC) have utilized event management software for more than 21 years. The software supports facility reservations, customer management, contracts, invoicing, deposits, payments, and reporting. To meet the City's future operational needs, the City issued Request for Proposal (RFP) No. 26-19 for Venue Booking and Event Management Software. Eight proposals were received and evaluated in accordance with the City's procurement process. The three highest-ranked firms were invited to provide demonstrations to representatives from KCCC, KAAC, Finance, and Information Technology (IT). Based on the proposal evaluations and software demonstrations, staff determined that Infor (US) LLC provided the solution that best meets the City's operational and business requirements.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms with state and local policies.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The total amount of the three-year contract amount is \$108,350.02; which includes \$15,870 in implementation and training costs and a subscription component of \$92,480.02.

Is this a one-time or recurring revenue/expenditure?

The contract includes a one-time implementation and training cost and recurring software subscription costs over the three-year term.

Is this revenue/expenditure budgeted?

Yes

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes, funding is available for the implementation costs and first-year subscription in the Information Technology Internal Service Fund, Software Subscriptions account 627-54300-180-181-000000. Future annual subscription costs will be included in the applicable fiscal year budgets.

RECOMMENDATION:

Staff recommends that the City Council award RFP No. 26-19 to Infor (US) LLC in the amount of \$108,350.02, for a three-year contract, and authorize the City Manager, or designee, to execute the agreement and any amendments in accordance with State and local law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Information Technology
Legal

ATTACHED SUPPORTING DOCUMENTS:

Scores Summary
Response Document
Agreement
Presentation

Aggregate Scores Summary

Vendor	Lorianne Luciano	Tiffanie McNair	Willie Resto	Danielle Watts	Amanda Wilkin...	Total Score (Max Score 10)	Total Average Rank
Concourse Tec...	5 (3)	5 (3)	5 (2.5)	4 (2.5)	4 (2.5)	4.6	2.7
Infor (US) LLC.	10 (1)	9 (1)	10 (1)	9 (1)	10 (1)	9.6	1
Time.ly Networ...	6 (2)	6 (2)	5 (2.5)	4 (2.5)	4 (2.5)	5	2.3
AC5 Labs, LLC Excluded	0 (6)	0 (6)	0 (6)	0 (6)	0 (6)	0	6
Bright Vision A... Excluded	0 (6)	0 (6)	0 (6)	0 (6)	0 (6)	0	6
Kaizen Laborat... Excluded	0 (6)	0 (6)	0 (6)	0 (6)	0 (6)	0	6
S.J. COMPUT... Excluded	0 (6)	0 (6)	0 (6)	0 (6)	0 (6)	0	6
UB HOLDING... Excluded	0 (6)	0 (6)	0 (6)	0 (6)	0 (6)	0	6

Vendor Scores by Evaluation Criteria

Vendor	Demo / Interview Add-on 0-10 Points 10 Points (100%)	Total Score (Max Score 10)
Concourse Tech Inc.	4.6	4.6
Infor (US) LLC.	9.6	9.6

Time.ly Network USA, LLC	5	5
AC5 Labs, LLC Excluded	0	0
Bright Vision Abled Tech LLC Excluded	0	0
Kaizen Laboratories Inc. Excluded	0	0
S.J. COMPUTERS INC Excluded	0	0
UB HOLDINGS, LLC. Excluded	0	0

Individual Response Scores

✓ Concourse Tech Inc.

Evaluation Item	Lorianne Luciano	Tiffanie McNair	Willie Resto	Danielle Watts	Amanda Wilkinson
Demo / Interview Add-on	5	5	5	4	4
0-10 Points					
10 Points (100%)					
Total (Max Score 10)	5	5	5	4	4

✓ Infor (US) LLC.

Evaluation Item	Lorianne Luciano	Tiffanie McNair	Willie Resto	Danielle Watts	Amanda Wilkinson
-----------------	------------------	-----------------	--------------	----------------	------------------

Demo / Interview Add-o 0-10 Points 10 Points (100%)	10	9	10	9	10
Total (Max Score 10)	10	9	10	9	10

✓ Time.ly Network USA, LLC

Evaluation Item	Lorianne Luciano	Tiffanie McNair	Willie Resto	Danielle Watts	Amanda Wilkinson
Demo / Interview Add-o 0-10 Points 10 Points (100%)	6	6	5	4	4
Total (Max Score 10)	6	6	5	4	4

✓ AC5 Labs, LLC

Evaluation Item	Lorianne Luciano	Tiffanie McNair	Willie Resto	Danielle Watts	Amanda Wilkinson
Demo / Interview Add-o 0-10 Points 10 Points (100%)	0	0	0	0	0
Total (Max Score 10)	0	0	0	0	0

✓ Bright Vision Abled Tech LLC

Evaluation Item	Lorianne Luciano	Tiffanie McNair	Willie Resto	Danielle Watts	Amanda Wilkinson
Demo / Interview Add-o 0-10 Points 10 Points (100%)	0	0	0	0	0

Total (Max Score 10)	0	0	0	0	0
-----------------------------	----------	----------	----------	----------	----------

✓ Kaizen Laboratories Inc.

Evaluation Item	Lorianne Luciano	Tiffanie McNair	Willie Resto	Danielle Watts	Amanda Wilkinson
Demo / Interview Add-o	0	0	0	0	0
0-10 Points					
10 Points (100%)					
Total (Max Score 10)	0	0	0	0	0

✓ S.J. COMPUTERS INC

Evaluation Item	Lorianne Luciano	Tiffanie McNair	Willie Resto	Danielle Watts	Amanda Wilkinson
Demo / Interview Add-o	0	0	0	0	0
0-10 Points					
10 Points (100%)					
Total (Max Score 10)	0	0	0	0	0

✓ UB HOLDINGS, LLC.

Evaluation Item	Lorianne Luciano	Tiffanie McNair	Willie Resto	Danielle Watts	Amanda Wilkinson
Demo / Interview Add-o	0	0	0	0	0
0-10 Points					
10 Points (100%)					
Total (Max Score 10)	0	0	0	0	0



[INFOR (US) LLC.] RESPONSE DOCUMENT REPORT

RFP No. 26-19

Booking and Event Management Software

RESPONSE DEADLINE: June 3, 2026 at 2:00 pm

Report Generated: Wednesday, June 3, 2026

Infor (US) LLC. Response

CONTACT INFORMATION

Company:

Infor (US) LLC.

Email:

nicole.frost@infor.com

Contact:

Nicole Frost

Address:

244 Perimeter Center Pkwy NE
Atlanta, GA 30346

Phone:

N/A

Website:

N/A

Submission Date:

Jun 3, 2026 12:03 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*

Pass

Pursuant to Chapter 176 of the Texas Local Government Code, vendors contracting with or seeking to contract with the City of Killeen must file a completed Conflict of Interest Questionnaire (Form CIQ) with the appropriate records administrator **no later than seven (7) business days** after beginning contract discussions or negotiations, or after submitting a response to this solicitation. The Form CIQ can be downloaded here:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Please confirm your understanding and willingness to promptly download, complete, and submit the Form CIQ upon the City's request:

Confirmed

2. References*

Fail

Contractors shall submit at least three (3) business references for the proposed item. Each reference must include:

- Business name
- Contact person
- Address
- Telephone number
- Email address (if available)

References should be from customers for whom the contractor has provided similar services or products. These references may be contacted by the City of Killeen as part of the evaluation process.

Please download, complete, and upload the following document:

- [References.pdf](#)

References.pdf

3. Certificate of Interested Parties (Form 1295)*

Pass

If awarded a contract, the vendor must submit the Certificate of Interested Parties (Form 1295) **online** through the Texas Ethics Commission's filing application as required by Texas Government Code Section 2252.908. A business entity must use the Commission's online system to enter the required information, generate the form, and obtain a unique certification of filing number. An authorized agent of the business entity must sign the printed copy, and that certified copy must be provided to the City of Killeen within seven (7) business days after contract discussions or negotiations.

The online filing system is available at: <https://prd.tecprd.ethicsefile.com/File>

Please confirm that you will download, complete, and submit the Certificate of Interested Parties (Form 1295) immediately upon request by the City of Killeen and in accordance with the filing requirements:

Confirmed

4. Acknowledgement – "Boycott Israel"*

Pass

By submitting this proposal, the vendor hereby acknowledges that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

5. Acknowledgement – "Boycott Energy Companies"*

Pass

By submitting this proposal, the vendor hereby acknowledges that it does not boycott energy companies and will not boycott energy companies during the term of the contract. "Boycott energy company" is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

6. Acknowledgement – "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"*

Pass

By submitting this proposal, the vendor hereby acknowledges that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

7. Acknowledgment – "Antitrust Law Certification"*

Pass

By submitting this proposal, the vendor hereby acknowledges that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Neither a violation has occurred nor prohibited communication has taken place.

8. Acknowledgement - "Community Development Block Grant (CDBG)"*

Pass

By submitting this proposal, the vendor hereby acknowledges understanding that projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

Confirmed

9. Acknowledgement – "Disadvantaged & Underrepresented Businesses"*

Pass

Where applicable for federal awards, by submitting this bid/proposal, the vendor hereby acknowledges support for the inclusion and equitable opportunity for disadvantaged and underrepresented business enterprises and will ensure that small businesses, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other similarly qualified firms are considered as set forth in **2 C.F.R. §200.321**. The vendor further acknowledges that, where applicable under federal awards, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards encourages recipients and subrecipients to ensure, when practicable, that such businesses are considered in procurement and contracting. Vendor shall apply these requirements to any subcontractors.

Confirmed

10. Acknowledgement – “Domestic Preference for Procurements”*

Pass

By signing and submitting this bid/proposal, the Vendor hereby verifies that, to the greatest extent practicable and consistent with applicable law, it will, when using federal award funds, provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in the United States, as required by **2 C.F.R. § 200.322** (Domestic Preferences for Procurements). “Produced in the United States” means that all manufacturing processes, from the initial melting stage through the application of coatings, for iron and steel products occur in the United States. The Vendor further acknowledges that this requirement must be included in all subcontracts, purchase orders, and other contractual instruments under any resulting contract and will comply with this requirement during the term of the contract.

Confirmed

11. Criminal Convictions Disclosure*

Pass

Has the owner(s) of the company been convicted of a crime within the past ten (10) years (excluding minor traffic violations)?

No — The owner(s) has not been convicted of a crime within the past ten (10) years.

12. Criminal History Disclosure*

Pass

Have you, or any member of your Firm or Team to be assigned to this engagement, **ever been indicted or convicted of a felony or a misdemeanor greater than a Class C** (excluding minor traffic violations) in the last five (5) years?

No — No member of the Firm or Team has been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years.

13. Litigation / Claims History*

Pass

Has your Firm or Team, you, or any member of your Firm or Team been involved in any claim, lawsuit, arbitration, or litigation with the City of Killeen or any other Federal, State, Local Government, or private entity during the last ten (10) years?

No — No member of the Firm or Team has been involved in litigation in the last ten (10) years.

14. Termination for Work Disclosure*

Pass

Has your Firm or Team, you, or any member of your Firm or Team ever been terminated (for cause or otherwise) from any contracted work performed for the City of Killeen or any other Federal, State, Local Government, or private entity?

No — The Firm or Team and no member of the Firm or Team has been terminated from contracted work .

15. Bankruptcy / Reorganization Disclosure*

Pass

Has the company been in bankruptcy, reorganization, or receivership in the last five (5) years (whether voluntary or involuntary)?

No — The company has not been in bankruptcy, reorganization, or receivership in the last five (5) years.

16. Operational History - Continuous Services Provided*

Pass

Has the company provided continuous services as requested in this solicitation and operated in this capacity for two (2) years without interruption?

Yes — The company has provided continuous services and operated in this capacity for two (2) years without interruption.

17. Disclosure of Debarment, Suspension, or Exclusion*

Pass

Has the company **been disqualified, debarred, suspended, or listed on any excluded parties list** (including, but not limited to, the General Services Administration's list of parties excluded from federal procurement and nonprocurement programs) by any public agency, including the Federal Government?

No — The company has not been disqualified, debarred, suspended, or listed on an excluded parties list.

18. Disclosure of City Employee/Official Financial or Other Interest*

Pass

Does any **City of Killeen employee or official** (including elected officials or appointed board/commission members) or any immediate family member of such persons have **any financial or other interest** in your company (e.g., ownership, employment, equity, consulting relationship, or other benefit)?

No — No City of Killeen employee, official, or their immediate family has a financial or other interest in the company.

19. Ability to Perform Services as Specified*

Pass

Can the company **perform and provide the services exactly as described in the solicitation specifications and Scope of work?**

Yes — The company can perform and provide the services as specified.

20. Service Commencement After Award*

Pass

When can the company begin providing services after award? Please state the **number of calendar days** required from **award/notice to proceed** until the company can commence full performance of the services requested in this solicitation:

Answer (number of days):

15-30 Days

21. Point of Contact to Resolve Issues (Delivery or Invoice)*

Pass

Please provide the **primary point of contact** the City may reach regarding service issues, delivery questions, or invoice/payment matters. Include the following information:

- **Name:**
- **Title/Role:**
- **Company:**
- **Mailing Address:**
- **Phone Number:**
- **Email Address:**

Name: Nicole Frost

Title/Role: Account Manager

Company: Infor

Mailing Address: 244 Perimeter Center Pkwy NE, Atlanta, GA 30346

Phone Number: 614-695-6578

Email Address: Nicole.frost@infor.com

22. Cooperative Governmental Purchasing Notice*

Pass

Other governmental entities may maintain interlocal agreements with the City of Killeen and **may elect**, but are not obligated, to purchase goods and services defined in this Invitation to Bid (ITB) from the successful bidder. Any such purchases by another governmental entity will be **billed directly to and paid by that entity**. The City of Killeen will not be responsible for another entity's debts.

Each governmental entity will place its own orders with the successful bidder and will be responsible for ensuring full compliance with the ITB specifications. Prior to purchases by other governmental entities, the City will notify the successful bidder of their intent.

Please indicate below if you will permit **other governmental entities** to purchase from your agreement with the City of Killeen:

Yes — I agree to allow other governmental entities to purchase under the contract awarded through this ITB.

23. Copyrighted / Confidential Information – Texas Public Information Act*

Pass

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the **Texas Public Information Act (PIA)**, unless the information is specifically exempt from disclosure under the Act or other applicable law. Information submitted to the City is presumed to be available to the public upon request, and may be released unless a statutory exception applies or the Office of the Attorney General determines it should be withheld.

You are **not encouraged** to submit data and/or information that you consider to be confidential or proprietary unless it is *absolutely necessary* for the City to understand and evaluate your submission.

Instructions for Submitting Confidential/Proprietary Information

- Clearly **label each page** that contains information you believe to be confidential or proprietary.
- Do **not** label entire documents wholesale; only the specific portions you consider confidential should be marked.
- You may use colored paper (e.g., yellow or pink) to assist in distinguishing pages with claimed confidential information.
- **Failure to clearly label the specific information on the actual pages** will be considered a waiver of confidential/proprietary rights in that information.

If the City receives a public information request that involves your submission, the City will notify you so you may **assert your claim of confidentiality to the Office of the Attorney General** and provide reasons supported by applicable law.

Please indicate below:

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

24. Location of Confidential Information*

Pass

If your proposal contains confidential or proprietary information, please **identify where it is located**. Be as specific as possible so that the City can locate the information quickly if a Public Information Act request is received.

For each instance of confidential or proprietary information in your proposal, include:

- **Section/Tab Name:**
- **Page Number(s):**
- **Paragraph/Table/Item Reference:**
- **Brief Description of Information Claimed as Confidential:**

N/A

25. Insurance Compliance*

Pass

Does the contractor **maintain the insurance coverage as specified in the insurance requirements** section of this solicitation, including minimum coverages, limits, and any proof of insurance requirements (e.g., certificates of insurance)?

Yes — The contractor maintains all required insurance coverages as specified.

26. Company's First Year of Business Operation*

Pass

Please indicate the **first year your company began business operations** (the calendar year the company was established and began providing services):

This helps the City understand the vendor's experience and length of operation as part of its responsibility determination.

Answer (Years):

2002

27. Insurance Broker Information*

Pass

Please provide the **insurance broker or agent** information for the insurance policies that cover your company's operations related to this solicitation. Include each of the following:

- **Insurance Broker / Agency Name:**
- **Contact Name:**
- **Phone Number:**
- **Fax Number (if applicable):**
- **Email Address:**

Collecting broker contact information is a standard part of vendor questionnaires so the awarding agency can verify coverage or follow up on policy details if needed.

Infor maintains appropriate insurance coverage in accordance with contractual and regulatory requirements, and supporting documentation, including certificates of insurance, can be provided upon request. Specific insurance broker or agent details are managed centrally and will be provided to the City during contracting or upon formal request to support verification and follow-up activities.

28. Pending Insurance Claims*

Pass

Are there **any claims currently pending** against your company's insurance policies?

No — There are no pending insurance claims.

29. Recent Sales / Public Agency Project History*

Pass

Please **list up to five (5) of your most recent sales or contract engagements** with other public agencies (governmental entities) and/or other customers that are relevant to the goods/services defined in this solicitation. Include the following information for each:

- **Customer/Agency Name:**
- **Contact Person and Title:**
- **Phone Number:**
- **Description of Goods/Services Provided:**
- **Contract/Order Amount (\$):**
- **Date(s) of Performance/Delivery:**

Infor protects its customers information and privacy. Upon selection, Infor can provide additional details in regards to public agency project history.

30. Emergency Business Service Contact Notice*

Fail

During a natural disaster, homeland security event, or other emergency situation, the City of Killeen **may need access to your business for products or services after normal business hours and/or on holidays**. The City may request **City personnel pick up or vendor delivery** of products or services in such events.

For this purpose, vendors **must provide both a primary and a secondary emergency contact name and phone number**, and it is **critical that this emergency contact information remains current**. Vendors shall notify the City by **email** of any changes to the emergency contact names or phone numbers. Updates may be emailed to: SPrice@killeentexas.gov

All products or services requested during an emergency event are to be supplied **at the established contract prices, terms, and conditions**. Vendors shall also provide the **fee (pricing) for an after-hours emergency opening of the business**, if applicable. In general,

orders will be placed using a City of Killeen procurement card (MasterCard) or a City-issued Purchase Order, and billing must include any emergency opening fee.

Please **download the document listed below, complete it in full, and upload it** with your proposal submission:

- [Emergency Business Service ...](#)

Emergency_Relief_Document.pdf

31. Proposal Documents*

Please Upload your COMPLETE Proposal here.

Infor_RFP_Response_to_the_City_of_Killeen_Booking_.pdf

Infor_SaaS_Agreement.pdf

Infor_SLA_documentation.pdf

To_Whom_It_May_Concern_4182033_Infor_Equity_Holdings,_LLC.pdf

References

Our customers and the integrity of their overall relationship with Infor is the single most important aspect of our business. Above all, we value the relationships that are forged through the design, implementation and ongoing support of our more than 60,000 active customer installations.

To actively promote customer relationships through referrals, Infor has instituted a formal reference program which provides for real time access to our vast installation base, as may be required, to promote the continuing growth of our user family. The basic tenets of our reference program provide for the utmost confidentiality through structured and direct access to relevant vertical, non-competing, customer references and provide for unfettered dialogue regarding all aspects of their dealings with Infor.

We will gladly provide you with our reference customer base after noticing that the proposal has been accepted, and that we will be moving into the next phase of discovery and acquisition on this project.

Feel free to review our partnership with ASM Global:

[ASM Global achieves live event management success with Infor](#)

Infor can provide Emergency Review information once Down Selected for project commitment. We are committed to our partners and privacy.



Curating the Hospitality Experience: Cultivating Innovations



Infor Proposal to the City of Killeen for a Booking and Event Management Software

June 2, 2026

Nicole Frost
Account Manager
Phone: 614-695-6578
Email: nicole.frost@infor.com

Infor Statement of Confidentiality and Intent

This response document and the responses and information contained herein (collectively, "Infor Confidential Information") are the confidential and proprietary information of Infor, Inc. and/or its affiliates ("Infor") and thus, must not be shared with any third party or reproduced in any form without Infor's express written consent. Notwithstanding the foregoing, a reasonable number of copies may be made for recipients' internal evaluation purposes only. The Infor Confidential Information is subject to the confidentiality agreement (or similar agreement) between City of Killeen and Infor.

Infor does not warrant that the material contained in this document is error-free and, therefore, is subject to change without notice. If City of Killeen finds any problems with this document, please report them immediately to Infor in writing.

Where Infor has described features or functionality that it anticipates will be included in future releases, Infor is not making a contractual offer to provide the features or functionality. Any description of future features or functionality and any statements regarding anticipated timing of their availability are estimates only. Infor does not make contractual commitments regarding timing or delivery of features or functionality that are not currently available. Infor ascribes no value to such features or functionality, as it is not committing to deliver them.

Please note that this proposal is based upon our current initial understanding of City of Killeen. Our response has not been drafted as a legal document and, as such, should not be construed as constituting a binding contractual commitment. We would be pleased to meet with knowledgeable representatives of City of Killeen for the purposes of further defining its requirements and entering into binding contracts between our organizations for the licensing and implementation of Infor software.

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244 Perimeter Center
Pkwy NE, Suite 400
Atlanta, GA 30346
646-336-1700
infor.com

Cover Letter

June 2, 2026

City of Killeen
802 N. 2nd St.
Killeen, TX 76541

To whom this may concern,

Infor is pleased to submit this proposal in response to the City of Killeen's request for a Booking and Event Management Software solution. We understand the City is seeking a modern, cloud-based platform that strengthens operational control, improves the booking experience, and provides clear visibility across venue and event activity. Infor Sales, Catering & Event Management (SCS) delivers a comprehensive foundation for managing the full event lifecycle—from inquiry and reservation through execution and final settlement—with the consistency, transparency, and scalability required to support a dynamic public-sector environment.

Although Infor Sales, Catering & Event Management is proven in complex event-driven organizations, its value for the City of Killeen is especially compelling in the context of civic operations. The platform is well suited to support the coordinated management of public venues, internal and external reservations, approvals, and resource availability across facilities. By replacing fragmented processes with a unified solution, the City can improve responsiveness, reduce administrative burden, and deliver a more efficient and professional experience for staff, partners, and the community.

Infor's cloud architecture supports secure, scalable access and ongoing innovation, while configurable workflows and role-based permissions enable the City to align the solution to its specific operational and governance requirements. With shared visibility into bookings, event details, resources, and financial activity, the platform establishes a reliable system of record that supports stronger coordination, more accurate billing, and better-informed decision-making across departments. The result is a solution that not only modernizes day-to-day operations but also positions the City for long-term efficiency and service excellence.

We appreciate the opportunity to present Infor Sales, Catering & Event Management to the City of Killeen and are confident in our ability to support the City's vision for a more modern, efficient, and transparent approach to booking and event management. We look forward to the opportunity to partner with the City to streamline operations, strengthen accountability, and deliver a solution that supports exceptional service across its venues and event programs.

Best regards,

Nicole Frost
Account Manager
Phone: 614-695-6578
Email: nicole.frost@infor.com

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Executive Summary

The City of Killeen requires a modern, centralized solution to manage bookings, events, and community facilities more efficiently, while improving transparency, coordination, and service delivery. Today, managing reservations, approvals, space utilization, and event logistics across departments can create operational complexity, limited visibility, and administrative burden.

At Infor, we've combined deep public sector functionality with the latest technologies in cloud computing to help the City of Killeen address operational challenges with greater efficiency and control.

Imagine a single, connected environment that brings together the core components of City operations, from facility reservations and resource management to financial tracking, reporting, and workforce coordination. This is more than integration; it is a unified approach that connects data, workflows, and departments across the organization.

With one connected environment, the City can improve transparency, streamline processes, optimize the use of community facilities, and enhance service delivery to residents and partners—all without relying on disconnected systems or manual processes.

Public sector organizations already operate in data-rich environments, capturing information across bookings, facility usage, financial transactions, and service delivery activities. As these environments continue to evolve, data will expand to include deeper insights such as usage patterns, community demand trends, and operational performance metrics. The opportunity is not just to collect this data, but to use it to improve how services are delivered, resources are managed, and decisions are made.

To meet growing expectations for transparency, efficiency, and responsiveness, public sector technology must evolve alongside community needs. Infor provides a scalable, integrated, cloud-based platform designed to support government organizations in managing operations more effectively. By connecting data, workflows, and systems in a unified environment, Infor enables agencies to improve coordination, streamline processes, and deliver reliable, high-quality services to citizens.

20,000+

Hospitality
Customers

#1 of 2

Global Hospitality
Software
Providers

100+

Countries

375,000+

Rooms Managed
by Infor Hospitality
Solutions

Infor Figure. A Global Presence – Infor Hospitality Overview.

Unified Solutions that Power Performance

Infor's Sales, Catering & Event Management (SCS) solution will deliver significant value to you by streamlining operations and enhancing guest experiences through unified and integrated systems. Our solution combines multiple operational areas into a single, connected platform. This approach is crucial because it will enable City to deliver the following benefits.

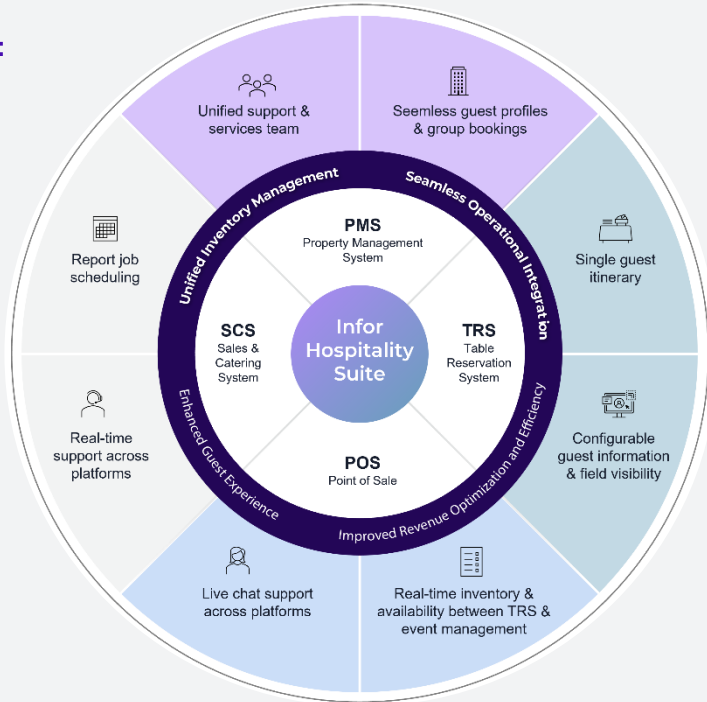
- **Unified Inventory Management:**

A single inventory across dining and events helps avoid double bookings and maximizes space usage.

- **Seamless Integration:** Real-time updates connect Front Desk, Sales & Catering, POS, and Table Reservations – streamlining service and coordination.

- **Better Guest Experience:** Shared guest info across systems enables smooth, personalized service from check-in to dining.

- **Revenue & Efficiency Gains:** Integrated tools reduce errors, optimize pricing, and improve profitability.



Key Benefits of our Cloud-Based Software

Infor believes that customers are best served by partners focused on their industry, which is why we decided to invest heavily in Hospitality. We believe our customers benefit from a unified, end-to-end platform that drives operational excellence, enhances guest experiences and maximizes revenue per available room (RevPAR).

To that end, we organized a global team dedicated to the industry, we developed a broad range of solutions to meet many key industry needs and have grown our portfolio to include 20,000 hospitality customers who help us stay on top of industry trends.

As your recommended technology partner, we can enable you to experience the following benefits:

- **Connect All Operations:** Unify operations across all properties in the cloud. Track essential activities, trends, and outcomes as a whole organization – while eliminating silos and increasing visibility, efficiency, and profitability.
- **Let Your Data Lead:** Leverage business data and AI-powered analytics to drive strategy – and adjust quickly with intelligent recommendations. Hyper-personalize guest experiences, optimize offerings and pricing, improve forecasting, and more.
- **Deliver 5-Star Experiences:** Provide modern, tech-focused guest experiences. Offer intuitive check ins, menu access, guest services, room keys, communication, and more via mobile device – and remove any friction with seamless system integration.

For the City's particular project, subject expertise comes in the form of unique capabilities for Infor Sales and Catering Solution. Our unique value is highlighted in the four P's that underpin our unique value around hospitality:

**Platform**

Having the right framework underlying the solution ensures that advancements and iterations can be made rapidly so your needs can be met not only today, but in the future.

**Profit and Experience Upgrades**

Go beyond just managing operations to help you enhance your patrons' experiences and drive incremental revenues as part of that journey.

**Process**

By truly understanding the processes inherent to your operations and allowing for the interruptions that flow naturally within that, our solution enables you to focus on the patron needs and even more rapidly ramp up new team members.

**Partnership**

The best technology is somewhat useless without a partner with the right commitment and philosophy to support you as a customer and in turn serve your customers.

We weave together a combination of these right core elements to ensure long-term success. From an organizational perspective, we hire for integrity and stewardship, which shines through and is reflected in the customer experience. We look forward to exploring opportunities for shared success in this project.

How Possible Happens

As one of the first enterprise software companies to pivot to cloud solutions, Infor offers more than a decade of experience in designing and implementing industry-specific cloud-first solutions and strategy. Our software is architected for the cloud, not simply bolted in. Our subscription (SaaS) solutions utilize the massive AWS infrastructure with proven Infor applications. The economies of scale, research and development, and combined focus on security will provide City with the ability to stay forever modern while slashing your total cost of ownership.

As a Public Sector and Hospitality technology expert, we'll combine strategy, architecture, and systems so that every piece of your technology works together to drive meaningful change. It's "How Possible Happens."

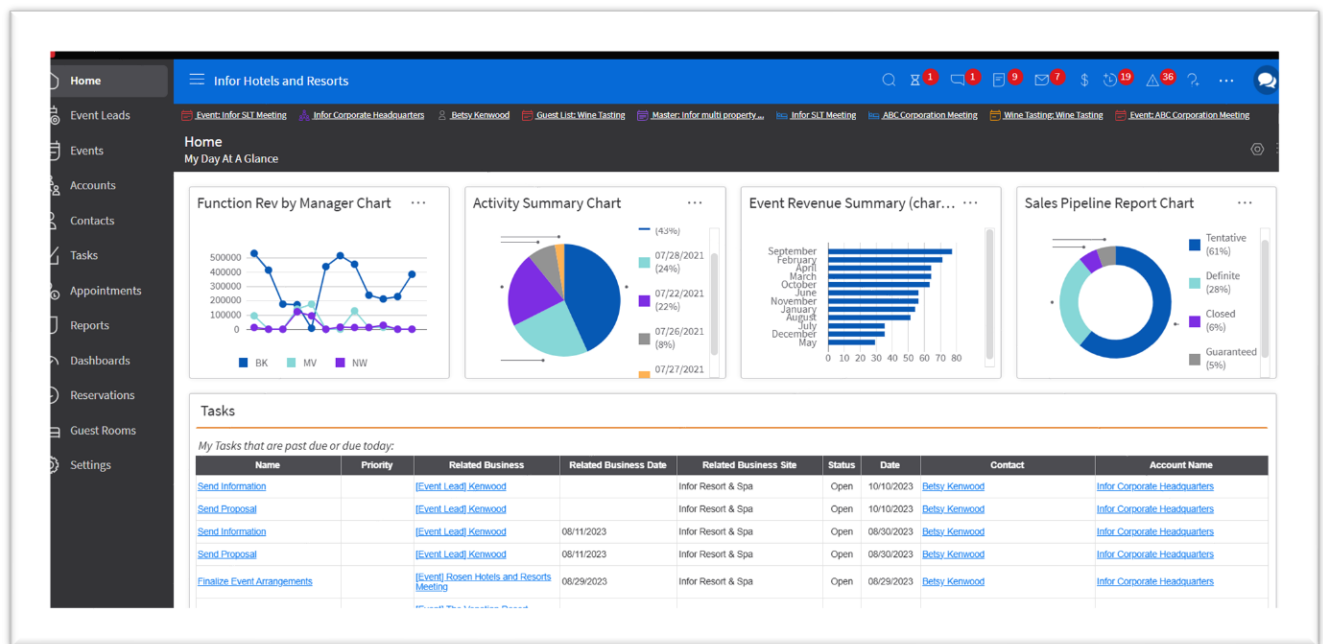
Let us show you
How Possible Happens

Overview of Proposed Infor Solution

Infor proposes to provide the Infor Sales, Catering & Event Management (SCS) solution, hosted on technology by Amazon Web Services (AWS), along with a full complement of implementation, training, and post-implementation support services. The Infor solution will be delivered by a progressive, qualified, and trained services division who will arrive with a thorough knowledge of the solution proposed, a focus on best-practices, and an understanding of how to get City to where you want to be.

Our mission is to fill the value void with technology-driven-productivity in Hospitality.

Infor Sales and Catering



Sales, Catering & Event Management (SCS)

Infor Sales, Catering & Event Management (SCS) helps hospitality and venue organizations bring every stage of event sales and execution together in one connected platform. From the first customer inquiry to booking, planning, catering coordination, onsite delivery, and final billing, SCS gives teams the visibility and structure they need to respond faster, operate more efficiently, and deliver a more consistent customer experience. For organizations managing high volumes of events, the solution supports stronger collaboration across teams while helping drive revenue, improve control, and support long-term growth.

Solution Capabilities

- Brings the full event lifecycle into one solution, helping your teams manage inquiries, bookings, event details, catering requirements, and billing with greater efficiency.
- Creates a shared view of customer, event, and operational information so sales, catering, operations, and finance can work in better alignment.
- Supports detailed coordination of event space, services, timelines, and customer commitments to help reduce missed details and improve execution.

- Provides configurable workflows and process controls that help standardize operations and support more consistent service delivery.
- Maintains customer and event history to help your organization strengthen relationships, support repeat business, and deliver more personalized service.
- Delivers reporting and forecasting capabilities that give leadership better insight into booking activity, revenue opportunities, resource needs, and profitability.
- Offers a scalable cloud deployment model that can support single-site organizations as well as multi-property or multi-venue operations.

Expected Business Outcomes

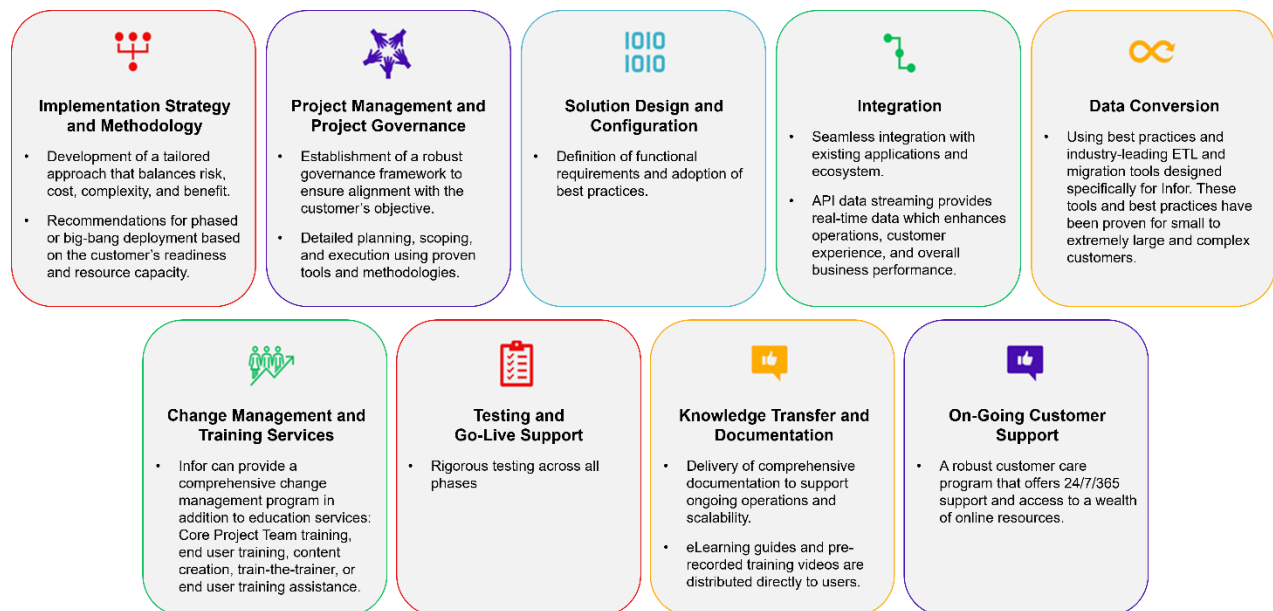
With Infor SCS, your organization can simplify event management, improve responsiveness to customer requests, and strengthen coordination across every team involved in delivery. By centralizing event, service, and financial information, the solution helps reduce manual effort, improve visibility, and support more confident execution from booking through completion. The result is a stronger foundation for increasing event revenue, enhancing the guest and customer experience, and making better use of staff, space, and operational resources.

Implementation Services Overview

Infor Global Professional Services (GPS) is the consulting division of Infor, which will serve as the System Integrator (SI) for this program because of their history and proven track record of a seamless and efficient deployment of projects of similar size and scope. Infor GPS is the largest SI delivering robust support for Infor's extensive product portfolio with:

- 5,200+ consultants
- 1,700+ support professionals
- 10.27 years average experience
- 400+ go-lives last year

Infor is committed to delivering a future-ready solution that aligns with City's strategic goals, improves operations, and enhances overall efficiency. Infor GPS will provide a comprehensive suite of services for City, including but not limited to:



Key Advantages of Partnering with Infor

Infor solutions are already built with functionality specific to your industry helping reduce the complexity, risk, and cost of implementation. Our team thrives on leveraging this functionality to solve your toughest business issues. We are constantly working to expand our ability to benefit your organization in ways that other software providers cannot.

- **“One Infor” Approach:** Infor GPS is the only SI that take full accountability/ownership and deliver 100% of the Infor solution without another party.
- **End-to-End SaaS ERP:** An end-to-end SaaS ERP solution that has been proven to successfully manage Financials, Human Resources, Payroll, Time & Attendance, Procurement, Asset Management, Expense Management, and more.

- **Industry Best Practices:** To deliver a solution that requires configuration, as opposed to heavy code customization, along with experience and lessons learned from other successful projects with Hospitality - Travel - Leisure organizations.
- **Industry Process Catalog (IPC):** Infor builds and implements software based on decades of industry-specific experience and first-hand knowledge of what makes an organization or company successful within each industry domain. To enable an accelerated implementation, Infor has developed a wide range of tools referred to as a tailored Industry Process Catalog for specific industries and business processes.
- **Infor Time to Value Deployment Method (T2V):** Our deployment methodology refines the preconfigured industry solution step by step, so fewer personnel need to be involved in developing the project scope and implementing the solution. Instead, you can focus on helping your users become proficient in the Infor applications.
- **Access to Infor R&D:** Our implementation team and customer can draw upon expertise within Infor R&D. Our services team have direct access to R&D to validate solution designs and inform the R&D process.
- **Integration Services:** The Infor GPS team surrounds you with deployment experts who have decades of experience providing integration services. From provisioning and system implementation to performance management and tuning, we help you achieve standardized implementations, including integration that incorporates best practices, results in a lower cost of ownership, and set you up to be successful for the long haul.
- **Education:** Through a combination of classroom and virtual training, end-user training, and ongoing education subscriptions, the Infor GPS team partners with customers to ensure all end users are fully empowered to get maximum value from their Infor solution. Our goal is to make end users' jobs easier and help them operate more efficiently, with the ultimate objective of enabling our customers to better serve their own. This starts with developing project team mobilization training and follows through to post-go-live support enablement. This serves as a foundation to rapidly train power users. This hands-on approach effectively trains and equips your core team and allows for a rapid expansion of the solution.
- **Organizational Change Management:** Infor offers highly effective and broad range of services to facilitate End User Adoption and Organizational Change Management with our clients to provide increased value and return on investment.
- **Data Migration:** Using best practices and industry-leading ETL and migration tools designed specifically for Infor. These tools and best practices have been proven for small to extremely large and complex customers.
- **Ongoing Customer Support:** A robust customer care program that offers 24/7/365 support and access to a wealth of online resources through our Infor Concierge offering.

OneInfor Approach

We often see software providers outsource implementation projects to partners. While Infor has a healthy partner network, for strategic accounts like City, our recommendation is to use Infor's Global Professional Services. We will provide a single source for all implementation services, including SaaS provisioning, data migration project team training, organizational change management, curriculum development, end-user training, and ongoing support.

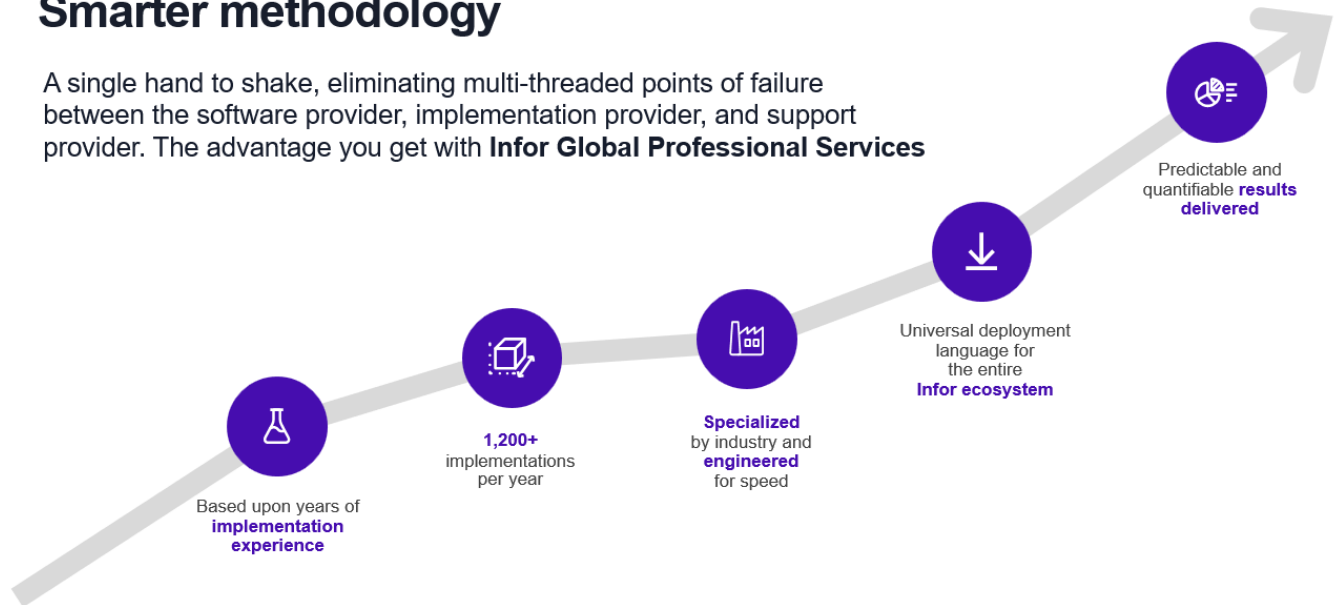
Our OneInfor approach offers key advantages by being able to staff our projects with highly experienced consultants who know our solutions better than anyone and, in some cases, were involved in the development of those solutions. We can quickly connect our customers to key personnel, who will open a path for City to the full Infor ecosystem, product development and support resources, and leadership to help ensure the implementation is successful.

From initial deployment and day-to-day optimization to big-picture thinking and proactive strategizing, Infor Global Professional Services provides the depth and breadth of experience necessary to turn vision into reality:

- End-to-end accountability
- Deep and broad product, industry, and technical expertise
- Global footprint
- Accelerated return on investments

Smarter methodology

A single hand to shake, eliminating multi-threaded points of failure between the software provider, implementation provider, and support provider. The advantage you get with **Infor Global Professional Services**



Implementation Phases & Tools

Infor Hospitality is recognized throughout the hospitality and lodging industry for providing valuable and comprehensive training and implementation programs. In addition, we provide operational and system consulting to identify training requirements and beneficial processes that help implement and operate your systems more effectively.

Configuration and Training

Infor GPS helps you prepare your database and execute your training schedules. Decision-makers at your location are taught how to configure your property codes into the database to represent your operation and any associated rules or procedures. Upon completion of the database configuration, a training database is created, and end user training commences with the schedule selected previously. Typically, this training follows our “Full Staff Onsite Training” plan where all end users are provided hands-on classroom training at your site.

Cutover (Only for Operating Hotels)

Once training is complete, specific data in the old system is duplicated in the new system. There are multiple verification and balancing tasks associated with this “cutover” process to ensure the accuracy of the data input or transfer. When the balance of the system is confirmed and key elements such as availability and rates are verified, the system is accessed by all users and is now considered the “live” system.

Live Support

Once the system is considered live, Infor GPS Application Consultants provide support in shifts for your users. As your users become more proficient with the system, the Infor GPS Application Consultants will slowly withdraw from immediate access, eventually transitioning support to internal resources and the Infor Hospitality remote support desk.

Preparation Tools

- **Class Configurator:** Used to determine the number of attendees per class, of each module selected for implementation. The Configurator will determine the duration (hours and days) that will need to be scheduled.
- **Class Descriptions:** Will guide you in determining which classes are relevant to your operations and who of your personnel should attend which class. Class prerequisites are included and considered when planning attendee schedules.
- **Configuration Workbook:** Assists you in determining a database configuration to suit your operations. This may also be an opportunity to standardize the configuration coding across your operations. Once a standardized database is configured, a Global Database may be downloaded to future properties.
- **Implementation Agenda:** Outlines the schedule for configuration, training sessions, cutover & go-live support.
- **Project Plan:** Task list used to assign responsibilities during the implementation process and to ensure target dates are being met throughout the project phases.
- **Cutover Checklist:** Step by step guide outlining various options and best practices for operational hotels cutting over from one system to another.

Training Options

We offer multiple training plans and options designed to help increase operational efficiency at your location. Depending on the size of the property and number of staff some classes may be offered as multiple sessions utilizing Groups to ensure each attendee completes the required pre-requisite training.

Onsite Full Staff Training

Our most successful training plan is “onsite full staff training” which is held at your property. Training is conducted prior to the activation of the system or just before an upgrade. It provides each of your staff members with the opportunity to attend classes which are led by certified Infor GPS Application Consultants. This training is typically conducted classroom-style with seating and workstations for each attendee. Handouts, formal reviews, Q&A sessions and tests are available to increase each attendee’s learning potential. Your assigned Service Coordinator/Project Manager will design a customized schedule that fits your needs.

Train-the-Trainer

If you have corporate trainers or multiple locations to install, you might consider the Infor GPS “Train-the-Trainer” program. This program enables you to create your own training programs with materials that incorporate your specific policies and procedures building long-term training solutions for your enterprise. Train-the-Trainer typically transfers knowledge more rapidly to your internal resources and may reduce the total number of GPS person-days required for each implementation.

Remote Full Staff Training

Similar to the “onsite full staff training” model, remote training utilizes technology to connect for live session training between a certified Infor GPS Application Consultant and your team. Staff training is conducted

prior to the activation of the system or just before an upgrade. It provides each of your staff members with the opportunity to attend classes via a remote web session. This model requires each attendee to have a workstation with audio and microphone and preferably also a webcam for maximum engagement. Screen sharing, Q&A sessions and tests are available to increase each attendee's learning potential. Your assigned Service Coordinator/Project Manager will design a customized schedule that fits your needs.

Re-training

Post-implementation and follow-up training is available and may be conducted either onsite at your property or by remote web sessions. Any and all standard implementation training curriculum is available upon request.

Infor Project Team

Infor GPS project team members vary based on the complexity of the solution and the deployment and the size of the project. Our project management techniques ensure that your entire engagement with us is beneficial for your organization and that your objectives and goals are completed with the highest level of satisfaction.

Depending on the size and scope of a project, the team is comprised of all or some of the following roles:

Project Manager

The Infor GPS Project Manager serves as your liaison between all Infor departments to ensure that all goals and requirements of a large, complex enterprise project are met. They provide clarity to the project requirements and scope; manage customer relationships and expectations; and monitor project deliverables and progress through continuous communication with project members. They constantly strive to insure that projects remain within scope, on schedule and within budget.

The following overviews some of the key responsibilities of a Project Manager:

- Schedule customer site audits and complete needs assessment; ensure that you and Infor maintain the same definition of project goals.
- Conduct regular project meetings and ensure that all internal team members understand their roles and the scope of the project.
- Maintain overall project plan for all tasks, records of all correspondence and notes associated with the project to ensure that all milestones are up-to-date, and the project is within budget.
- Follow-up on all outstanding issues, including technical issues.
- Be readily available to you and the Infor GPS project team throughout the project.
- Work with the you and Infor to determine the criteria by which success is measured.
- Practice risk management to ensure that risks are assessed, and the appropriate actions are assigned for preventing or mitigating these risks.
- Ensure that all administrative paperwork is complete for smooth processing of the project.

Technical Interface Consultant

Infor GPS Technical Consultants provide a wide range of technical, data exchange and industry expertise with knowledge of over 500 brands of device interfaces such as call accounting, point of sale, internet billing, key systems, video services and more. Our Technical Consultants work with your IT Managers/Engineers, System Administrators and your 3rd party vendors to ensure a successful implementation. Along with the Project Manager, the Technical Consultant establishes a staging schedule based on the dates and goals in the project plan.

The following overviews some of the key responsibilities of a Technical Consultant:

- Server(s) hardware and software installations.
- Staging and testing of company applications.
- Test connectivity to the Data Center.
- Install, configure, and test the procured interfaces.

Functional Application Consultant

Infor GPS Functional Application Consultants have knowledge and expertise of both the HMS application and the hospitality industry. Infor GPS Application Consultants provide onsite or remote training services, cutover guidance, upgrade services and onsite support services. A Senior Application Consultant will lead the onsite Infor GPS team during implementation.

The following overviews some of the key responsibilities of an Application Consultant:

- Primary contact for you while services are completed during the implementation remotely or onsite.
- Coordination of training and cutover project tasks.
- Conduct standardized training courses using Infor Hospitality training documentation.
- Work closely with the Service Coordinator/Project Manager.
- Communicate implementation progress.
- Provide transitional support of the software installation go-live.

Service Coordinator

Infor GPS provides project coordination assistance to help you with the process of upgrading or installing your Infor Hospitality product. A Service Coordinator, designated as your point of contact, prepares the timelines and schedule of all services to be rendered based on the implementation requirements of the project.

The following overviews some of the key responsibilities of a Service Coordinator:

- Maintain a detailed schedule and conduct customer correspondence based upon the agreed master project plan.
- Work directly with your project manager to coordinate all services and schedules.
- Schedule interface implementations with the Infor GPS Interface Consultant and work to ensure your interface requirements are understood and achievable.
- Work directly with the assigned onsite Infor GPS Implementation Team to coordinate tasks, travel and onsite administrative details.
- Process billing and other administrative tasks within Infor Hospitality to ensure that any special requirements can be met.

Sample Project Timeline & Milestones

The overall approach and timeline for the project implementation will vary depending on the size of the property.

In the below high-level plan, **T = Go-Live date**. All other dates + or – by a number of days varies by project and size.

INITIATION MILESTONE		T-90	
1.0 Inception (Clarify Scope and Objectives)		Start	End
1.1	Provision Software	T-90	T-70
1.2	Project Kick Off	T-90	T-80
1.3	Confirm High Level Requirements	T-90	T-60
1.4	Provide Project Guidance	T-90	T-60
OBJECTIVES MILESTONE		T-60	
2.0 Elaboration (Explain and Fine Tune Approach)		Start	End
2.1	Train Project Team (Optional)		
2.2	Determine Implementation Strategy	T-70	T-50
2.3	Complete pre-implementation tasks	T-60	T-30
2.4	Publish Implementation Schedule	T-45	T-30
DESIGN MILESTONE		T-30	
3.0 Construction (Build Software Details)		Start	End
3.1	Implementation Phase 1a: Application Configuration	T-21	T-18
3.2	Implementation Phase 1b: Interface Configuration	T-21	T-10
3.3	Data Entry / Migration	T-18	T-1
3.4	UAT (Optional)		
CONSTRUCTION MILESTONE		T-1	
4.0 Transition (Train Users and Activate Software)		Start	End
4.1	Implementation Phase 2: End User Training	T-14	T-1
4.2	Implementation Phase 3a: Interface Activation	T-10	T+2
4.3	Data Validation	T-3	T-1
4.4	Implementation Phase 3b: System Cutover (Optional)	T-1	T
INSTALLATION MILESTONE		T	
5.0 Optimize (Product Adoption and Customer Satisfaction)		Start	End
5.1	Implementation Phase 3c: Live Support	T	T+3
5.2	Transition to Support	T+3	T+10
TRANSITION MILESTONE		T+10	

Sample Project Plan

The overall approach and timeline for the project implementation will vary depending on the size of the property.

ACTION	RESPONSIBLE
PREP	
Book Training & Data Rooms	Property
Book Reservations	Property
Return Completed Workbook to Infor	Property
Send Form Copies to HMS	Property
Contact 3rd Party Vendors / Alert of PMS change	Property
Choose Property Code	Property
Provide Logo	Property
HARDWARE	
Complete Hardware Configuration	Property IT
Add Local Admin for HMS	Property IT
Order Digi - Ship to Property	Property IT
Install Digi	Property IT
Connectivity Testing with HMS Office	Property IT / Infor
Liaison Server Configuration	Infor
Secure Training Room & Data Entry Hardware	Property IT
INTERFACES	
Complete MID VAR Sheet	Property
POS Mapping Documents Completed	Property
All interfaces in use at property (add lines for each)	Infor / Property / Vendor
Interface Cutover	Property IT
DATA ENTRY	
Setup Data Entry Room	Property IT
Data Entry - Reservations	Property
Data Entry - Group Bookings	Property
Data Entry - Accounts Receivable	Property
TRAINING	
Training Room Setup	Property IT
Add HMS Training URL shortcut to training workstations	Property IT
HMS Demo & Config Overview / Admin & Screen Design	All
Rate & Package Bundle	Property with Infor Guidance
Training Classes Complete (add lines for each class)	All
Infor Support Review	All
CUTOVER TASKS	
Cutover Meeting	All
Set up all workstations with HMS PRD URL	IT
Transfer Balances to HMS - Manual Data Entry	Property with Infor Guidance
Go Live Support	All

Client Project Team and Responsibilities

Depending on the size and scope of a project, the project team and responsibilities outlined below may vary.

Client Project Team

Each installation requires key contacts at the hotel or corporate level to ensure a successful implementation. In some cases, the below team roles could be designated at the corporate level.

- **Project Manager:** Main point of contact and decision maker related to the implementation. Works with the Infor GPS Project Manager to assign tasks and adhere to deadlines to ensure a successful implementation.
- **Financial Lead:** Responsible for standards of entry regarding financial data such as transaction codes, tax codes and account management. The financial lead will also sign off and approve ledger balances in the event of a conversion from another system.
- **Technical Lead:** Point of contact for technical consultant(s) and project manager regarding interface scheduling, set up and required hardware or devices.
- **Functional/Operations Leads:** Authority on standards of operation regarding system use and brand requirements. Works closely with the functional application consultant during training sessions to guide staff in best practices for using the system.
- **Regional/Property Champions:** Offers support and accountability of the property team during the implementation. Typically, the system expert. This role is optional, depending on the structure, the Functional Lead could also serve in this role.
- **System Trainer(s):** If adopting the “train-the-trainer” model for your implementation then designated members of the project team will also need thorough system training prior to implementation. These individuals will train new HMS users during the training phase and support the property during cutover and go-live phases.

Client Core Responsibilities

Infor GPS provides project coordination assistance to help you with the process of upgrading or installing your Infor Hospitality product. The Infor GPS Project Manager designated as your point of contact, prepares the timelines and schedules all services to be rendered based on the implementation requirements of the project.

- Completion of configuration worksheets to prepare for system build.
- Completion of user role identification worksheet to plan for training.
- Logistics related to consultant accommodations, training room availability, hardware and connectivity, and scheduling of client team attendance at training.
- Logistics related to technical readiness to meet required specifications for Liaison server access, PC and Mobility devices and coordination of third party interface integrations.
- Data entry and migration preparations (identification of source data) and validation of data including ledger balances and inventory availability.
- For conversion properties, designate one single approver or multiple approvers to validate each of the below items with signature during the system cutover; such as Ledger balances, Inventory & availability, and Interface functionality.
- Provide support to property departments during transition and post go-live.

Other Client Considerations

Outside of the implementation process there are a few additional items that could be applicable to your project depending on the size and scope.

- Management workshop to build Golden Shell Database and team to maintain Shell Database throughout implementations.
- UAT environment prior to pilot site.
- Once properties are live, define approval process for changes to configuration. Either a regional property champion can become the approver or someone at the corporate level. Creating a structure for any database changes will help maintain consistency across your brand in all the property systems.
- Legal considerations for verbiage on forms.
- Global helpdesk training, if applicable.
- Call center training, if applicable.

After Care – Post Implementation Option

After Care is offered for Infor Hospitality Management Solution (HMS), Infor Sales and Event Management (SCS), and Infor Point of Sale (POS). The After Care subscription is an additional term-based service that can supplement the original implementation and support.

After implementation of your Infor system, many changes can take place. These could be new enhancements to the software, new or changes in personnel, ownership changes, etc. This gives the property the opportunity to add on some post implementation peace of mind to periodically review and keep the use of their Infor system optimized at a fixed fee.

What is included?

A preset number of hours would be available for use as needed: from training a few new hires, performing a configuration review, visits to individual departments for Q&A, and/or reviewing latest enhancements to name a few.

Depending on the term, you will have a dedicated number of visits. Each visit is 3 (or 4) days on-site: 8 hours per day plus lunch break. The consultant will travel to your location on Monday and depart on Friday so sessions would be held Tuesday, Wednesday, and Thursdays.

*Travel expenses additional.

Anything else I should know?

Although we always enjoy and highly recommend on-site personal interaction to achieve the most effective results, we also offer a remote consultation.

Hours included in the fixed fee are a “bucket” of hours, to be applied as desired.

Options include: By product and remote vs. On-site (Note: On-site requires a minimum three-day visit.)

Sustained Success with Infor Support

City can count on us to be available after your software is up and running. Our proposed solution includes around the clock access to technical support personnel, as well as a wide range of critical resources including software patches, service packs, updates, release notes, knowledgebase articles and updates, recorded briefings, and online communities.

Infor Hospitality Support provides support for an unlimited number of incidents, continuous online support through a portal that's available 24 x 7 x 365, Chat, Portal, and telephone support, and priority queuing based on the severity of an incident. Infor Hospitality Support interaction is available 24x7x365 via all channels, chat, online portal, and phone. Our extensive knowledgebase system and recorded webinars are available at the user's convenience, in addition to extended critical incident support and live, interactive briefings.

We create experiences that people love by providing personalized service delivered by experts who understand your solution, industry, and business.

 Support Hours Available 24/7/365 for critical production service incidents. • Covers all severity levels • Excludes Infor designated holidays	 Self-Service • Knowledgebase • Download Center • Pay Invoices • Request Enhancements • Request Infor Consulting Services • Company Analytics	 Communities • Engage with your peers to share helpful information, suggested best practices, and resolution to business challenges.	 Contacting Support • Infor Concierge • Direct to Tech Chat • Call your local support center during business hours. 1-877-772-4111 For the number in your region: http://www.infor.com/support
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Infor Support Team

All Infor solutions are covered by an Infor Support Team that consists of 1,700+ members, with an average of 10+ years of experience have backgrounds in engineering, development, and other technical fields. Some have developed the apps we support so they understand them inside and out. The Infor Support Team are all experts and are passionate about providing you with exceptional support.

The Infor Support Team spans across the world in 28 Countries.

Whether your question is big or small, we are here to support you every step of the way. We do not believe in canned responses or "one-size-fits-all" support. When you have a question the Infor Support Team is listening. When we have an answer, we make it specific to the issue you are facing right now.

Powerful Self-service Tools through Infor Concierge

Infor Concierge is a powerful, self-service resource that simplifies access to important sites, content, and resources within Infor. Infor Concierge is intuitive, with a modern look and feel, and is available 24x7 for no additional fee to all customers who are on a current Infor Maintenance or Subscription contract.

City will have one streamlined location for answers to questions about their relationship with Infor. For example:

- Who is assigned to my organization?
- Is there a class for my product this month?
- Is there an upcoming marketing event that we should consider attending?
- What was our renewal invoice last year?
- Is there a new version of our software that is about to be released?
- What Infor products/subscriptions do we own?
- What education classes are coming up that are specific to our Infor solution?

Infor Concierge provides customers with access to updates on support incidents, quick views and voting on product enhancements, dates for recommended classes, information on product-specific education classes and webinars, and details on upgrade options for products owned.

1. Scope of Work

1.1. General Requirements

The proposer must demonstrate the ability to meet or exceed the following specifications:

Cost Transparency: Provide detailed comments regarding costs, alternatives, and any other pertinent information.

Infor Response:

Licensing is provided on an annual basis as a flat rate. The contract length is 3 or 5 year terms. At the end of the 3 or 5 year, a renewal of annual will begin with a 5% increase of license cost, YoY. License billing begins 15-30 days after signature, as licensing provisions the environment for implementation to configure.

Services is a one-time implementation cost billed at the end of the implementation period.

Unspecified Quantities: Acknowledge that specific quantities may be unavailable. Projects will be based upon the approved budget and subject to City Council approval.

Infor Response: Acknowledged.

Ability to Meet Short Deadlines: Respond and deliver services promptly, particularly for urgent requests.

Infor Response: Yes, Implementation has had quick turn around deliveries needed and can work around time constraints as well as deadlines.

Labor, Supplies, and Materials: Provide all necessary labor, materials, and supplies to perform the required services.

Infor Response:

Yes, Infor Professional services implementation cost includes all necessary configuration labor, material and supplies.

Order Fulfillment: Adhere to monthly billing templates reviewed by the City.

Infor Response:

Yes.

Effective Communication: Maintain clear and consistent communication throughout the project lifecycle.

Infor Response:

Yes. A project manager is assigned through the lifecycle of implementation.

Confidentiality: Safeguard and handle any confidential files or data appropriately.

Infor Response:

Infor SCS is compliant with GDPR and similar data protection regulations. With regards to PCI/PA-DSS, SCS does not store any clear text credit card information. The credit card number is tokenized via 3rd party partners, and only tokenized data is stored within the system. For a complete list of the standards, requirements, and regulations that Infor products and corporate operations comply with, please visit trust.infor.com.

Software-Specific Requirements:

Cloud-based or web-accessible with secure data storage and automatic backups.

Infor Response:

Infor SCS is hosted on Amazon Web Services (AWS), which adheres to stringent security standards and offers a comprehensive range of security features and compliance certifications. By leveraging AWS's robust security capabilities, Infor customers can safeguard their data and applications from unauthorized access, breaches, and other security threats.

Infor Cloud Environments employ multiple layers of security designed to protect against both targeted attacks and general information gathering attempts. Infor monitors its network using a suite of tools, including firewall group networks, DDoS protection, and recurring vulnerability scans. These tools are configured to manage logs from multiple resources and provide real-time alerts (via Security Information and Event Management, or SIEM) to identify hacking or other intrusion attempts. Additionally, Infor's SaaS systems are equipped with Host-based Intrusion Detection and Prevention Systems (IDS/IPS) to further deter infiltration attempts.

Infor performs automated backups on a fixed cadence as described below. Infor leverages database and file system (snapshot) backup techniques to ensure that all aspects of the proposed solution can be recovered in a timely fashion and with minimal data loss. All backups are taken to local attached storage, and immediately upon completion are replicated to a geographically disperse region.

- Full backup - image copy of all the data in the database including the transaction log, once a week.
- Differential backup - copy of all database changes since the last full backup, every eight hours.
- Transaction log backup - backup of all transactions since the last transaction log backup, every 15 minutes. All backups are encrypted with AES256 encryption.

Multi-user platform with tiered permissions (administrators, event staff, finance, limited-access).

Infor Response:

Infor SCS offers robust security options to control which property sites a user can access and what they can view and modify within those sites. Key security features include:

Roles and Rights: A user's role defines which aspects of the software they can access. Each role has specific rights associated with it, determining the extent of access (by default; roles include Admin and Levels 1-4, with the option to create additional custom roles and rights).

User Hierarchy Authorization (UHA): UHA levels determine which parts of the organization a user can access. This feature can restrict a user's access to specific sites or subsets of sites within the organization.

Ownership Visibility Group (OVG): OVGs are feature-specific permissions that control whether a user can view, edit, or delete items they own, as well as whether they can view, edit, or delete items owned by others.

Restricted Events: Events or master events can be marked as restricted (private), displaying only minimal details to other users within the software. This feature ensures greater confidentiality for potential events that have not yet been confirmed or published.

Public-facing booking or inquiry portal.

Infor Response:

Configurable portals are available for lead capture, event booking, and guest list registrations (for example, reserving a spot for a holiday dinner). The platform also includes an event self-service portal where clients and meeting planners can review event details, share documents, complete e-signatures, and submit payments through one of our integrated third-party payment gateways. In addition, guests can place online orders directly through the online ordering portal.

Mobile and desktop compatibility.

Infor Response:

SCS is browser based and responsive in design; it can run on a mac, PC, tablet, iPad, etc. and will resize to match the device.

Configurable templates, workflows, and customizable fields.

Infor Response:

The Infor Sales and Event Management Solution (SCS) is a cloud-based, highly configurable enterprise platform designed to streamline the sales, event, and banquet processes across properties, divisions, and entire enterprises. Each screen (Lead, Contact, Account, Event, etc.) can be configured with desired fields in the appropriate location with unlimited user defined fields.

Unlimited email and document templates can be created for correspondence and staff/service facing documents (e.g., proposals, contracts, BEO's resumes, etc.)

One of the most powerful components of SCS is the Lifecycle technology. The lifecycle feature is a process-driven tool that is available for leads, and events with configurable automation tailored to each stage of the business. As a manager moves through each stage, the lifecycle will prompt them for the appropriate steps. These actions can include task creation and completion, deposit scheduling, field updates, email communications, document management (including merged and e-signature documents) and/or engaging with the Event Self-Service Portal. The lifecycle helps manage all the details from initial inquiry to final invoice. It can be customized to fit different business types, such as social versus corporate events, or booking time frames like a near-term event versus an event over a year out.

In addition to Lifecycle Workflows, you can create custom workflows using if/then logic to automate actions based on specific triggers. For example, if an event is canceled, the workflow can automatically send internal emails to designated staff.

Integration with the City of Killeen's financial systems.

Infor Response:

SCS tracks all revenue related to events through the property's configurable revenue centers, or revenue centers that are built to align at the Enterprise level, providing powerful above-property reporting. The configurable reporting engine provides a platform for financials to be exported and/or scheduled to be uploaded to a Google drive or SFTP server. Open APIs are available with Gateway API documentation available.

1.2. Product and Service Specifications

Event Booking and Management

Interactive booking calendar with daily, weekly, and monthly views

Infor Response:

SCS offers multiple interactive views of the event calendar including monthly, daily, and multi-day (3 days, 1 week, 2 weeks, 4 weeks, or a configurable number of days). Each of these views have configurable (by user) display and filter options to show leads, options, filter by status, type of space or event, etc.

Click/drag/access options (based on security), color coded events and functions by status, and tool tips for informative information about the functions, events, space, capacities, etc.

Drag-and-drop scheduling capability

Infor Response:

Drag and drop functionality is available in the event calendar with the appropriate user security rights to move events and functions and to create a new function/event.

Place holds, confirm, cancel, and reschedule events

Infor Response:

Infor SCS is an intuitive, process driven system allowing staff multiple ways to place holds on space, with configurable lifecycle workflows to go through the status stages of an event (prospect/tentative/confirm/definite/cancel, etc.), there are click, drag & drop options as well as move & copy options to reschedule events.

Support multiple venues, rooms, and facilities

Infor Response:

Infor SCS is designed to support various organizational structures, including enterprises, divisions, regions, business units, sites and locations within the sites. Screens can be configured at both the enterprise and division levels, while service items can be set at the enterprise, division, or property levels.

Customizable fields for event type, status, and client details

Infor Response:

Infor SCS is a highly configurable system where properties can determine the fields on each screen with selectable options for those fields such as event type, contact information, etc. to provide consistent data across the enterprise. 11 configurable event status categories are available in addition to inquiry leads and option holds.

Attach contracts, permits, insurance certificates, and other documents

Infor Response:

Attachments can be linked to desired records including contacts, accounts, leads, functions, events.

Internal notes, reminders, and communication logs

Infor Response:

Infor SCS has many areas for notes (internal and external), activities, tasks, and appointments. In addition, the system features 360° conversation tracking, where emails that are initiated in the solution are then tracked in the communication history, and all subsequent responses are automatically maintained with that business record. The system tracks the status of emails and e-signatures (e.g., open, forwarded, signed), providing a comprehensive overview of communications. These can all be automated via the system's lifecycle technology.

Financial Management

Create invoices, adjustments, credits, and refunds

Infor Response:

SCS tracks all revenue related to functions and their associated service items through the property's configurable revenue centers. This can be displayed using configurable Microsoft Word document templates incorporating desired text, and formatting such as images, hyperlinks, fonts, and colors, along with merge fields that pull details from SCS records. Credit card payments can be received via 3rd party payment gateway.

Support multiple general ledger (GL) accounts and journal entries

Infor Response:

GL accounts can be associated with revenue centers; revenue centers are associated with service items (individual A/V items, setup, food, beverage, etc.) that would be attached to a function within an event. A banquet invoice could contain multiple functions/service items with multiple revenue centers and G/L accounts.

Revenue separation by category (Facility Rental, Equipment, Catering, Mixed Beverage)

Infor Response:

Revenue can be categorized as desired, and those categories and revenue centers can be used for reporting.

Assign account codes, restoration fees, taxes, and deposits

Infor Response:

SCS supports company and travel agent accounts that can be associated with contacts/agents. Service fees, taxes, and deposits can be automatically associated with an event (and modified as needed). Additional fees and deposits can be added as required.

Daily deposit reports

Infor Response:

SCS features a robust report engine with over 100 pre-built report templates, which can be used as reports, modified as desired, or newly created. These reports are versatile, allowing users to view, print, download, export, schedule, and generate graphical charts that can be combined into dashboards for immediate access to crucial statistical information. This includes deposit reports which can be emailed to the desired staff members daily.

Integration with credit card and electronic payment processing systems, including compatibility with the City's current payment gateway provider

Infor Response:

SCS integrates with 3rd party payment gateways including Stripe, Authorize.net, Vantiv/WorldPay, FreedomPay, and Sertifi.

Ability to securely process credit card payments, refunds, and adjustments in compliance with applicable PCI standards

Infor Response:

Yes via 3rd party payment gateway (see above). Infor SCS does not store credit card information – only the token representing the credit card and therefore SCS is out of PCI/PA-DSS scope.

Support for coordination with the City's existing merchant services and financial systems (e.g., ERP/OpenGov)

Infor Response:

Based on the 3rd party payment gateway

Equipment, Catering, and Price Lists

Built-in price list management for room rentals, catering, and equipment

Infor Response:

Default price lists for room rental, service items (A/V, setup, menu, beverage, etc.) are supported with the ability to override these prices and add custom items with appropriate security rights.

Update pricing with automatic tax/fee calculations

Infor Response:

Default prices can be updated with appropriate security rights – applicable taxes and service fees will be calculated accordingly.

Link items to events for itemized billing

Infor Response:

Service items with associated prices, taxes, and fees are attached to functions associated with events for itemized billing.

Track inventory levels and rentals

Infor Response:

Inventory can be tracked at the site, division, and enterprise level with either a warning that inventory has been exceeded or not allowing inventory to be exceeded.

Reporting and Analytics

Detailed financial and operational reports

Infor Response:

SCS features a robust report engine with over 100 pre-built report templates, which can be used as reports, modified as desired, or newly created. These reports are versatile, allowing users to view, print, download, export, schedule, and generate graphical charts that can be combined into dashboards for immediate access to crucial statistical information. This includes detailed financial and operational reporting options.

Daily deposit summaries, monthly revenue, outstanding balances, aging reports, event volume, cancellations, utilization reports

Infor Response:

SCS features a robust report engine with over 100 pre-built report templates, which can be used as reports, modified as desired, or newly created. These reports are versatile, allowing users to view, print, download, export, schedule, and generate graphical charts that can be combined into dashboards for immediate access to crucial statistical information.

This includes Daily deposit summaries, monthly revenue, outstanding balances, aging reports, event volume, cancellations, utilization report options.

Exportable to Excel, PDF, CSV

Infor Response:

Yes, reports can be viewed, downloaded, exported (Excel, csv, pdf), and scheduled to be emailed or uploaded to Google Drive or SFTP server.

Audit trail of all user activities

Infor Response:

Yes, SCS provides robust audit trails for all user activities within each record (lead, contact, function, event, etc. As well as reports.

Integration and Data Management

Integration with City financial systems

Infor Response:

SCS tracks all revenue related to events through the property's configurable revenue centers, or revenue centers that are built to align at the Enterprise level, providing powerful above-property reporting. The configurable reporting engine provides a platform for financials to be exported and/or scheduled to be uploaded to a Google drive or SFTP server. Open API's are available with Gateway API documentation available.

Multi-user platform with tiered permissions

Infor Response:

Infor SCS offers robust security options to control which property sites a user can access and what they can view and modify within those sites. Key security features include:

Roles and Rights: A user's role defines which aspects of the software they can access. Each role has specific rights associated with it, determining the extent of access (by default; roles include Admin and Levels 1-4, with the option to create additional custom roles and rights).

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Restricted Events: Events or master events can be marked as restricted (private), displaying only minimal details to other users within the software. This feature ensures greater confidentiality for potential events that have not yet been confirmed or published.

Cloud-based or web-accessible

Infor Response:

Infor SCS is Cloud based and device agnostic

Secure data storage with automated backups

Infor Response:

Infor SCS is hosted on Amazon Web Services (AWS), which adheres to stringent security standards and offers a comprehensive range of security features and compliance certifications. By leveraging AWS's robust security capabilities, Infor customers can safeguard their data and applications from unauthorized access, breaches, and other security threats.

Infor Cloud Environments employ multiple layers of security designed to protect against both targeted attacks and general information gathering attempts. Infor monitors its network using a suite of tools, including firewall group networks, DDoS protection, and recurring vulnerability scans. These tools are configured to manage logs from multiple resources and provide real-time alerts (via Security Information and Event Management, or SIEM) to identify hacking or other intrusion attempts. Additionally, Infor's SaaS

systems are equipped with Host-based Intrusion Detection and Prevention Systems (IDS/IPS) to further deter infiltration attempts.

Infor performs automated backups on a fixed cadence as described below. Infor leverages database and file system (snapshot) backup techniques to ensure that all aspects of the proposed solution can be recovered in a timely fashion and with minimal data loss. All backups are taken to local attached storage, and immediately upon completion are replicated to a geographically disperse region.

- Full backup - image copy of all the data in the database including the transaction log, once a week.
- Differential backup - copy of all database changes since the last full backup, every eight hours.
- Transaction log backup - backup of all transactions since the last transaction log backup, every 15 minutes.

All backups are encrypted with AES256 encryption.

User Experience

Intuitive, user-friendly interface

Infor Response:

Yes, Infor SCS is a highly configurable enterprise platform designed to streamline the sales, event, and banquet processes across sites, divisions, and entire enterprises. It features comprehensive CRM capabilities for managing contacts, accounts, appointments, tasks, leads, and events. SCS offers multiple interactive views of the event calendar (monthly, daily, and multi-day), room diagramming, and complete group event and room block management, including functions, service item/BEO details, room blocks, and unlimited document and email templates (for contracts, BEOs, invoices, etc.).

Dashboard with key metrics, upcoming events, and notifications

Infor Response:

SCS has a configurable report engine that can generate graphical charts that can be combined into dashboards for immediate access to crucial statistical information. These dashboards can be placed on a user's initial "Day at a Glance" screen that also includes any traces that are due, events or functions starting today that the user is associated with, appointments, and leads.

Drag-and-drop booking

Infor Response:

Drag and drop functionality is available in the event calendar with the appropriate user security rights to move events and functions and to create a new function/event.

Internal notes, reminders, and communication logs

Infor Response:

Infor SCS has many areas for notes (internal and external), activities, tasks, and appointments. In addition, the system features 360° conversation tracking, where emails that are initiated in the solution are then tracked in the communication history, and all subsequent responses are automatically maintained with that business record. The system tracks the status of emails and e-signatures (e.g., open, forwarded, signed), providing a comprehensive overview of communications. These can all be automated via the system's lifecycle technology.

Additional Requirements:

Expedited services for urgent requests

Infor Response:

Yes. Infor provides expedited handling for urgent support needs through severity-based prioritization, 24x7 critical incident coverage for Severity 1, defined response targets, and formal escalation options.

Expedited handling for critical incidents

- For Severity 1 (Critical Production Service Unusable) incidents, Infor provides 24x7 critical incident support by phone 365 days a year, including holidays.
- Infor Concierge is available 24x7x365 for incident logging, tracking, management, and access to support resources.

Maintain quality control standards and industry compliance

Infor Response:

Yes, based on AWS compliance.

Modern, suitable equipment for implementation tasks

Infor Response:

Yes, Infor Professional Services has an agile approach.

Training program for staff and ongoing operational retraining

Infor Response:

Yes, Infor Professional services offers free e-learning platform for after go live success.

Compliance with all applicable laws and regulations

Infor Response:

Yes, based on AWS laws, compliance and regulations.

Subcontractor adherence to same requirements as primary contractor

Infor Response:

Yes.

1.3. Deliverables

The awarded vendor shall provide:

Complete software implementation and configuration

Infor Response:

Infor Professional services will provide training, configuration and go live support. Please see the implementation approach section above.

Full staff training for administrators, end users, and finance personnel

Infor Response:

Yes, Infor Professional services will provide full staff training for all users.

Technical support during onboarding and ongoing operations

Infor Response:

Post implementation the baseline or minimal offering is Infor Premium Support. Infor Premium Support provides support for an unlimited number of incidents, continuous online support through a portal that's available 24 x 7, telephone support, and priority queuing based on the severity of an incident. Infor Premium Support has defined methodologies and key business systems that allow 24 x 7 interaction via the online Infor Support portal. Our extensive knowledgebase system and recorded webinars are available at the user's convenience, in addition to extended critical incident support and live, interactive briefings.

Data migration support from current system

Infor Response:

Yes, Infor Professional services can provide data migration for current system. This can include accounts, contacts, shells of historical events, as well as shell data of future events.

User manuals, documentation, and training materials

Infor Response:

Yes, Infor provides all manuals, documentation and training materials directly in the Infor SCS System.

Routine maintenance, security patches, and system updates

Infor Response:

Yes, routine maintenance, security patches, and system updates are provided and updated to customers within the Infor concierge portal.

The City reserves the right to modify the scope of work during contract negotiations to align with funding, phasing, or other programmatic needs.

Infor Response:

Accepted.

2. Proposal Criteria and Requirements

2.1. Company Profile

Company Overview: Years in business, areas of expertise, company size, and organizational structure.

Infor Response:

Infor is a global leader in cloud-based, industry-specific enterprise software, combining deep industry expertise with capabilities such as generative AI, machine learning, and advanced analytics to help customers innovate and lead.

Years in business

Founded in 2002, Infor has operated successfully for 20+ years.

Areas of expertise

Industry-specific enterprise applications and suites, engineered for speed and designed with a simple, transparent, and elegant user experience.

Flexible deployment options, enabling customers to run in the cloud, on-site, or both.

Industry coverage and depth across targeted verticals including manufacturing, distribution, healthcare, public sector, automotive, service industries, consumer products and retail, and hospitality.

Integration and analytics: Infor ION is built on open standards and supports connecting and analyzing data across numerous applications, including Infor and third-party systems.

Services expertise: Infor Global Professional Services provides end-to-end accountability to optimize software investment, with 5,200+ consultants (average 9.1 years' experience) supporting 168 countries and delivering 1,200+ go-lives last year; project managers are PMP-certified, technical consultants are Infor product certified, and many functional consultants hold certifications such as Lean Six Sigma, Theory of Constraints (manufacturing), and CPA (finance/accounting).

Company size

Infor is the third largest enterprise software company in the world. With 17,000+ employees, we serve more than 60,000 customers, ranging from Fortune 500 enterprises to mid-sized businesses. Our strong presence in numerous industry verticals and the mission-critical nature of our products helps to diversify and mitigate the risk of industry-specific and cyclical downturns.

Organizational structure

Infor is organized to deliver success to our clients. In our company's history there has been one constant. We listen to our customers. Continuous improvement is a principal that guides the management of our company, with a focus on how we deliver products and services to our customers, our global "go to market" strategy, making it easier to do business with Infor and simplifying our internal operations. Therefore, our structure reflects a product based geographic management philosophy that puts us close to our customers, with core product development, technical support, and services centralized within each of our primary solution groups and easily accessible by our geographic regions.

Over the years, we've methodically and purposely redefined the expectations for Infor's leadership team and have made the necessary adjustments to accelerate our growth. The result is a focused growth strategy, a strong and compelling technology vision centered on our Open SOA platform, an enviable and competitive position as the champion of the business software customer, and a population of over 17,000+ employees.

Our goal is to help our customers to be enterprising to enable them to respond quickly to new market dynamics, an entirely new set of competitive threats and a new playing field. To face these challenges, they need a strategic technology partner that thinks differently. Infor's business-specific solutions are different and are helping our customers become more enterprising to compete in this new economy and to better service their clients.

Infor's Executive Team is provided below:

Kevin Samuelson, Chief Executive Officer

Soma Somasundaram, Chief Technology Officer, President of Products

Joao Cerqueria, Chief Financial Officer

Mari Cross, EVP, Chief Customer Officer

Frank Resink, EVP of Global Professional Services & Strategy

Ben Perry, Chief Human Resources Officer

Kirsten Williams, Chief Marketing Officer

Kacy Brake, SVP and General Counsel

Jeanne Newberry, SVP, Business Development

Lindsey Drake, SVP, Corporate Operations

Stewart Applbaum, EVP and General Manager of Americas and Compass

Wolfgang Kobek, EVP and General Manager of EMEA and APJ

Key Personnel: Identification of key personnel involved in this contract, detailing their roles, responsibilities, professional experience, and relevant qualifications.

Infor Response:

Account Executive: Will be your main source of contact throughout your time at Infor. They handle all the Contracts, escalations, and partnership at Infor.

Client Partner: Delivery Partner for implementation and will handle communication with the delivery team for implementing the Infor Sales & Event Management Solution.

Project Manager: Source of information and communication through the project lifecycle.

2.2. Pricing and Payments

Vendors must provide a comprehensive pricing structure that includes:

Unit Costs: Detailed breakdown of costs

Infor Response:

City of Killeen				
	DESCRIPTION	SUBTOTAL	QTY	TOTAL
	Software (Annual Subscription)			
	Infor Sales & Event Management Ordering Self-Service Portal Credit Card Processing Interface	\$9,501.71	4	\$38,006.84
Subtotal Software 1 Year:				\$38,006.84
Total for 3 Year License Contract:				\$114,020.52

Infor Sales & Events Management Implementation On-Site Training & Delivery	
Service	Total
Discovery Sessions	\$ 1,440.00
System Configuration for 4 Locations	\$ 15,360.00
Remote Introductory Pre-Training Sessions	\$ 2,880.00
Onsite Training - 10 Trainees per sessions (3 Days/2 Consultants)	\$ 8,640.00
Travel Day (one day per onsite resource)	\$ 2,800.00
Follow-Up Admin Services (14 day and 30 days followup after live)	\$ 2,800.00
Project Management	\$ 6,232.00
TOTAL FOR SERVICES	\$ 40,152.00
Optional Services :	
-Data Migration - Future and Historical Bookings -up to 2 years of past data extracted. Additional data may be extracted for an additional fee	\$ 15,000.00

Assumptions:

Quote Expires after 30 days
 Quote assumes Configuration includes: 3 documents, 3 Menus & 2 room Diagrams with online ordering for 4 locations
 Training is being provided onsite with 2 trainers, up to 10 trainees per session. Combined training for the 4 locations.
 Training location to be provided by licensee.
 Additional Services may be added per customer's request; however, additional costs may be incurred.
 Quote excludes configuration or training of additional Infor SCS modules/enhancements
 Data migration is not included.
 Travel and Living Expenses are additional and will be billed separately.
 Above Services quote does not include any costs related to operating system or other associated hardware requirements/3rd-party interfaces/software.
 All Amounts are in US Dollars
 Taxes are excluded from the above Services quote

Discounts: Any applicable discounts based on order volume or long-term engagement

Infor Response:

Discount percentage can be reviewed during selection process.

Materials Markup: Applied to materials

Infor Response:

No Mark- up provided.

Payment Terms: Outline of payment schedules, accepted payment methods, and terms for late payments or early settlements.

Infor Response:

30 day payment terms for a 3-5 year contract. Services are billed after completion.

All pricing should be inclusive of all associated costs, including delivery, labor, insurance, taxes, overhead, and profit.

Infor Response:

All inclusive pricing has been provided.

2.3. Service and Technical Support

After Hours and Emergency Support: Be available to respond to after-hours and emergency service calls.

Infor Response:

Infor provides after-hours and emergency coverage through 24x7 Critical Incident Support for Severity 1 (critical production/service unusable) incidents, available by phone 365 days per year, including Infor-observed holidays.

How to Access After-Hours/Emergency Support

- Phone access is available for Severity 1 critical incidents 24x7x365.
- Infor Concierge (concierge.infor.com) is available 24x7x365 to log, track, and manage incidents and to access support resources.

After-Hours Operating Model

- Infor's 24/7 critical support is delivered using a follow-the-sun approach with live coverage and pager backup; weekends are by pager only from Friday night through Sunday evening.

Support Availability: Identify standard support hours, response times, and escalation procedures for critical issues.

Infor Response:

Infor standard support is provided via telephone Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, in the customer's time zone, excluding holidays observed by Infor, with 24x7 critical incident phone support for Severity 1 incidents available 365 days per year (including holidays). Online access to the Infor Concierge portal is available 24x7x365 for incident logging, tracking, and management, and includes support resources such as knowledge base articles, latest Subscription Software release information, and Subscription Software documentation; for some Subscription Software products, support hours may vary and are noted in specific knowledge base articles on Infor Concierge.

Response times

Infor's response targets are measured from when a case/incident is accurately logged into Infor Concierge to the first value-added communication, which may include requests for additional information, collection of error logs, initial triage findings, a timeline for next steps, or providing existing information from the Knowledge Base.

CareFor Success response targets:

Severity 1 (Critical Production Service Unusable): within 30 minutes

Severity 2 (Major Impact): within 1 business hour during scheduled coverage hours

Severity 3 (Medium Impact): within 1 business hour during scheduled coverage hours

Severity 4 (Standard): within 2 business hours during scheduled coverage hours.

Escalation procedures for critical issues

Most incidents are intended to be handled through standard operating procedures; escalation is reserved for issues that merit a higher degree of attention and is not intended for issues well-suited to standard procedures.

Escalation paths: Self-escalation in Infor Concierge: customers can use the “Request Escalation” feature on the incident and provide escalation reason, business impact, number of people impacted, and timelines; customers may also request a Support Manager call within the escalation request, and the applicable Support Manager and Support Analyst are notified when escalation is initiated.

Escalation via Support Center: customers can contact the regional Infor Support Center to request involvement of an Infor Support Manager; Customer Care escalates and notifies the appropriate Support Manager, who then assesses the situation, contacts the customer to discuss the resolution plan, identifies required resources, and implements the resolution plan.

Common escalation drivers include production-impacting issues, imminent go-live impact, major project milestone impact, resolution taking too long, dissatisfaction with the answer, or unclear incident ownership.

System Maintenance and Updates: Describe processes for system updates, patches, and version upgrades, including notification to the City.

Infor Response:

Can be provided after down selection with MNDA.

Quality Control Program: Demonstrate adherence to relevant regulatory and industry standards, ensuring quality workmanship and system reliability.

Infor Response:

Can demonstrate.

Backup and Disaster Recovery: Provide details of your disaster recovery plan, including data backup frequency, redundancy, and system restoration timelines.

Infor Response:

Disaster recovery plan can be provided after down selection with an MNDA.

2.4. Customer Service and Account Management

Support Channels: Offer customer support through designated channels, including but not limited to phone, email, and online portal.

Infor Response:

Infor standard support is provided via telephone Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, in the customer’s time zone, excluding holidays observed by Infor, with 24x7 critical incident phone support for Severity 1 incidents available 365 days per year (including holidays). Online access to the Infor Concierge portal is available 24x7x365 for incident logging, tracking, and management, and includes support resources such as knowledge base articles, latest Subscription Software release information, and Subscription Software documentation; for some Subscription Software products, support hours may vary and are noted in specific knowledge base articles on Infor Concierge.

Quality Control: Assign a designated representative for services and quality control, ensuring consistent service delivery.

Infor Response:

Infor assigns named service leadership roles:

- **Customer Experience Manager (CEM):** Provides overall service delivery oversight, acts as an escalation point, and delivers monthly service reporting with KPI reviews; in the referenced engagement, the CEM also serves as the primary satisfaction/operations representative and single point of contact coordinating across Infor experts.
- **Service Operations Manager (SOM):** Manages day-to-day progress and prioritization of incidents/requests from submission through resolution, coordinates CFMS delivery actions, ensures resource availability, and communicates work status and queue updates to agreed standards.
- **Service Delivery Leads:** Cover specific functional/technical scope areas, handle issues/requests requiring solution-specific knowledge, and maintain the CFMS knowledge base to support high-quality, efficient service.

Account Manager: Appoint an account manager responsible for overseeing the City's services, serving as the primary point of contact.

Infor Response:

Infor appoints named customer-facing resources to oversee services and act as the primary point of contact, depending on the engagement model.

- **Account Executive:** Engaged throughout the sales cycle and through implementation to manage the account relationship.
- **Managed Services / Post-Implementation support:** A dedicated Account Manager is appointed from Infor (and, where applicable, the partner) for ongoing partnership alignment.

Escalation Process: Provide a defined escalation path for unresolved issues or service interruptions.

Infor Response:

Incident escalation beyond standard procedures is reserved for issues that merit a higher degree of attention, and such escalation is not intended for issues that are well suited to Infor standard operating procedures. If you believe that an issue needs a higher level of attention, please contact the regional Infor Support Center and request the involvement of an Infor Support Manager. The Customer Care team will escalate the issue and notify the appropriate Support Manager of the situation. The Support Manager will promptly assess the situation, contact the Customer to discuss the resolution plan, identify required resources, and implement the resolution plan.

Communication: Describe ongoing communication practices, including status updates, performance reviews, and coordination meetings.

Infor Response:

Infor maintains ongoing customer and user communications through its support portals, proactive notifications, and structured governance and review cadences.

2.5. Production Timeline

Lead Times & Deployment Windows: Clarify standard implementation timelines, including system configuration, testing, and deployment.

Infor Response:

Implementation services begin with a kick off email to schedule a kick off meeting with 72 hours of signature. Implementation from start to deployment can range from 8-16 weeks, dependent on providing of data and configuration workbooks.

A detailed description of the implementation is noted above in the Product delivery summary.

Project Milestones: Identify key milestones such as project kickoff, configuration, data migration, training, and go-live.

Infor Response:

Implementation plan provided above in Product delivery summary.

After Hours & Emergency Response: Restate availability for urgent or off-hour requests, including defined turnaround expectations.

Infor Response:

Support is available 24/7 365 days a year. Severity will provide the turnaround time expectations. Additional details for support have been provided above under the Support section.

Implementation Approach: Describe the methodology for onboarding, deployment, and transition from the current system.

Infor Response:

Methodology for Services implementation has been provided above in the Product delivery summary.

2.6. Branding and On-Site Marketing

Consistent Branding: Ensure that all system outputs (reports, invoices, contracts, and customer-facing portals) reflect the City's official branding elements, including logo, color scheme, and typography.

Infor Response: Yes, this is provided and reviewed during implementation.

Clear Call-to-Action (CTA): Provide clear guidance for staff and customers on accessing accounts, submitting requests, or contacting support.

Infor Response:

CTA is provided through Infor Concierge where submitting requests and contacting support can be found.

Regulatory Compliance: Ensure all communications and system interfaces comply with accessibility standards and applicable regulations.

Infor Response:

Yes.

Feedback Mechanisms: Implement methods for staff to provide feedback on system functionality and processes.

Infor Response:

Support portal mechanisms for reporting issues and providing feedback

Issue logging: Staff can log issues through the Infor Support portal.

Knowledge base feedback loop: Infor implemented a knowledgebase rating tool to capture customer feedback on articles and shares that feedback with support managers for follow-up; Infor also updated incident management to improve usability (e.g., redesigned data entry screens and added key knowledgebase fields to improve search).

Survey cadence for service interactions: Incident surveys are controlled so they are sent to the same customer-site contact once every 60 days rather than on every interaction.

Product and process feedback channels that feed roadmaps and improvements

Enhancement requests and prioritization: Users can submit enhancement requests via the Enhancement Request System on Infor Concierge (Infor's self-service portal), vote to prioritize, and prioritized requests are included in twice-yearly major feature releases.

Ongoing listening and action management: Customer Success Executives act as internal champions and coordinate follow-up across Infor teams; the Customer Experience Team collects quarterly Customer Sentiment Scores and Infor creates Success Plans to act on feedback and help customers achieve business goals.

Structured forums to shape direction: Feedback is also gathered through Industry Councils (strategic development planning and product direction validation) and through Innovation Showcase and Early Adopter programs that use customer-specific use cases to shape new and emerging products.

Operational learning loop: Global Support shares real-time feedback and conducts cross-functional post-mortems on Severity 1 & 2 cases, providing feedback to Development and Operations.

Ownership of Designs: All designs, files, and materials produced as part of this contract shall become the exclusive property of the City of Killeen.

Infor Response:

Yes.

2.7. Licensing and Certifications

Local and State Compliance: Vendors must possess and maintain all required licenses and permits to operate within the City of Killeen, Bell County, and the State of Texas.

Infor Response:

Can review and engage.

Federal Compliance: Vendors must not be listed on the federal debarment or exclusion lists and must certify eligibility to contract with federally funded entities.

Infor Response:

Infor has not been suspended or barred from doing business with a Government Agency.

Software Licensing: Clearly define the licensing model (e.g., user-based, enterprise, subscription) and any limitations or restrictions.

Infor Response:

Licensing cost model is a flat rate cost based on size of customers reserved space. There is no restriction on user count.

Security Compliance: Demonstrate compliance with applicable data security and privacy standards.

Infor Response:

Can provide applicable data security requirements during down selection and MNDA.

Personnel Certification: Personnel performing implementation or support must be properly certified and in compliance with applicable regulations.

Infor Response:

Infor ensures implementation and support personnel are appropriately certified and trained, with documented controls to reinforce ongoing compliance.

Subcontractor Compliance: Subcontractors must meet all licensing, certification, and compliance requirements.

Infor Response:

Infor ensures that all subcontractors engaged in the delivery of services meet applicable licensing, certification, and regulatory compliance requirements consistent with the scope of work and jurisdictional obligations. Subcontractors are required to adhere to Infor's established standards for professional qualifications, security, and operational compliance, and are subject to appropriate oversight to confirm alignment with contractual, legal, and industry requirements. Additionally, Infor maintains accountability for subcontractor performance and compliance throughout the engagement lifecycle.

2.8. Delivery and Job Requirements

The Proposer must demonstrate the ability to meet the following delivery and job requirements:

Timely Delivery: Ensure timely implementation, deployment, and ongoing service delivery in accordance with agreed schedules.

Infor Response:

Yes.

Implementation Coordination: Provide clear coordination for system setup, configuration, and deployment activities.

Infor Response:

Implementation plan provided.

Notification of Delays: Immediately notify the City of any delays and provide updated timelines.

Infor Response:

Project Management meetings are monthly and can provide updated timeline information.

Data Migration: Demonstrate ability to accurately migrate data from the existing system with minimal disruption.

Infor Response:

Yes, data migration is possible.

System Availability: Maintain system uptime, reliability, and performance standards.

Infor Response:

SLA has been attached for review.

Emergency Services: Offer expedited support for critical system issues.

Infor Response:

Infor provides after-hours/emergency support through 24x7 critical incident coverage for Severity 1 incidents, available by phone 365 days a year, including holidays observed by Infor.

Infor also provides 24x7x365 online access via Infor Concierge for incident logging, tracking, and management, plus access to knowledge base articles, release information, and Subscription Software documentation.

Quality Assurance: Implement quality control measures to ensure system functionality and accuracy.

Infor Response:

Yes.

Compliance with Regulations: Adhere to all applicable regulatory and security requirements.

Infor Response:

Yes.

Documentation and Reporting: Maintain accurate records of implementation and ongoing services and provide regular reporting.

Infor Response:

Yes.

24/7 Availability: Offer after-hours/emergency support as needed.

Infor Response:

Infor provides after-hours/emergency support through 24x7 critical incident coverage for Severity 1 incidents, available by phone 365 days a year, including holidays observed by Infor.

Infor also provides 24x7x365 online access via Infor Concierge for incident logging, tracking, and management, plus access to knowledge base articles, release information, and Subscription Software documentation.

Response Time Guarantee: Provide a clear outline of response times for service requests and system issues.

Infor Response:

Infor provides severity-based response-time targets (measured from accurate case/incident logging in Infor systems to the first value-added communication to the customer) and offers 24x7 coverage for critical incidents, with scheduled business-hours coverage for other severities.

[Support response-time targets \(first value-added communication\)](#)

Standard severity targets**Severity 1:** within 30 minutes (24x7)**Severity 2:** within 2 business hours during scheduled coverage hours**Severity 3:** within 2 business hours during scheduled coverage hours**Severity 4:** within 4 business hours during scheduled coverage hours**Severity 5:** no set response target**Premium Support (accelerated targets)****Severity 1:** within 15 minutes for Infrastructure Incidents; within 1 hour for Application Incidents (24x7)**Severity 2:** within 1 hour for Infrastructure Incidents (24x7); within 1 business hour for Application Incidents during scheduled coverage hours**Severity 3:** within 2 business hours during scheduled coverage hours**Severity 4:** within 4 business hours during scheduled coverage hours**Severity 5:** no set response target (minor issues or enhancements); if Severity 5 is not available, enhancements are submitted via the enhancement request system (ers.infor.com/Ers/Login.aspx)**Customer Success Plus****Severity 1:** within 15 minutes for Infrastructure Incidents; within 30 minutes for Application Incidents (24x7)**Severity 2:** within 1 hour for Infrastructure Incidents (24x7); within 1 business hour for Application Incidents during scheduled coverage hours**Severity 3:** within 1 business hour during scheduled coverage hours**Severity 4:** within 2 business hours during scheduled coverage hours**Severity 5:** no set response target; if Severity 5 is not available, enhancements are submitted via the enhancement request system (ers.infor.com/Ers/Login.aspx)

2.9. Term of Contract and Option to Extend

Any contract resulting from this solicitation shall be effective on the date that the last required signature is affixed and shall be in effect for **five (5) years**. The City anticipates that the contract shall be renewed pursuant to the availability of funds and at the discretion of the City.

The City may request up to an additional **sixty (60) days** Service Period past the initial or any renewal term to advertise and award a new contract for services / items, without any pricing adjustments.

It is agreed that the contract will automatically renew **one (1) time**, for a **two (2) year renewal term**, unless the City or Contractor serves written notice 60 days before the contract termination, or sixty (60) days before the end of any renewal term. The City will notify Contractor that the contract will not be renewed if funding is unavailable or if the contractor's past performance is not within industry standards.

Notwithstanding anything to the contrary, this contract **shall not exceed a total of seven (7) years** or total \$100,000 or more without prior City Council approval.

Price Escalation Clause: Should market conditions warrant an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 90 days before the end of each twelve (12) Months of the contract. If the contractor fails to give timely notice, the price may not be increased. Escalation may only occur after the initial twelve

(12) Months of the contract or after extension. Nevertheless, any request for an increase shall not be applied automatically but shall only apply upon written approval by the City which may only be withheld

without just cause, including but not limited to, insufficient funding. Requests for price increases must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Pricing shall reflect the full Scope of services as defined, including all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

Proposer must quote unit pricing in accordance with the itemized listing of products or contract segments.

Infor Response:

Yes, we can provide assistance with the above statements.

2.10. Insurance

All proposers shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

Comprehensive General Liability and Property Damage Insurance.

The Proposer shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury

Each Occurrence - \$1,000,000

Annual Aggregate - \$2,000,000 Property Damage Insurance

Each Occurrence - \$1,000,000

Annual Aggregate - \$2,000,000

Comprehensive Automobile Liability.

Bodily Injury

Each Person - \$500,000

Each Accident - \$1,000,000 Property Damage

Each Occurrence - \$1,000,000+

The vendor must ensure that any subcontractors have appropriate insurance coverage that meets or exceeds the requirements outlined in the RFP. Proof of subcontractor insurance must be provided upon request.

Infor Response:

Please see the attached COI in the Appendix of this response.

2.11. Subcontractor Requirements

Identification and Qualifications: Vendors must clearly identify any subcontractors involved in the proposal and provide a detailed description of their qualifications and experience relevant to the tasks assigned.

Infor Response:

Infor will disclose the sub processors/subcontractors used to provide the services.

Responsibility: The primary vendor remains responsible for all subcontractor work and must ensure that subcontractors meet the same licensing, certification, and compliance standards as the primary vendor.

Infor Response:

Yes, Infor applies formal governance and oversight mechanisms to help ensure subcontractors align to the same compliance expectations applied across its vendor ecosystem.

2.12. Additional Considerations

Disclose any additional terms, service limitations, or conditions applicable to your proposal.

Infor Response:

None.

Section 4. Vendor Questionnaire

Vendors must provide **complete and accurate responses** to all questions in this questionnaire, including any required confirmations and the **upload of all specified supporting documents** (e.g., forms, attachments, and templates). All required fields, checkboxes, and uploads must be addressed.

Failure to fully answer any question, provide required confirmations, or include all requested documentation may render your submission non-responsive and subject to disqualification from further consideration in the solicitation process.

4.1. Conflict of Interest Questionnaire (Form CIQ)*

Pursuant to Chapter 176 of the Texas Local Government Code, vendors contracting with or seeking to contract with the City of Killeen must file a completed Conflict of Interest Questionnaire (Form CIQ) with the appropriate records administrator **no later than seven (7) business days** after beginning contract discussions or negotiations, or after submitting a response to this solicitation. The Form CIQ can be downloaded here:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Please confirm your understanding and willingness to promptly download, complete, and submit the Form CIQ upon the City's request:

☐ Please confirm

Infor Response

Yes.

4.2. References*

Infor Response

Our customers and the integrity of their overall relationship with Infor is the single most important aspect of our business. Above all, we value the relationships that are forged through the design, implementation and ongoing support of our more than 60,000 active customer installations.

To actively promote customer relationships through referrals, Infor has instituted a formal reference program which provides for real time access to our vast installation base, as may be required, to promote the continuing growth of our user family. The basic tenets of our reference program provide for the utmost confidentiality through structured and direct access to relevant vertical, non-competing, customer references and provide for unfettered dialogue regarding all aspects of their dealings with Infor.

We will gladly provide you with our reference customer base after noticing that the proposal has been accepted, and that we will be moving into the next phase of discovery and acquisition on this project.

4.3. Certificate of Interested Parties (Form 1295)

If awarded a contract, the vendor must submit the Certificate of Interested Parties (Form 1295) **online** through the Texas Ethics Commission's filing application as required by Texas Government Code Section 2252.908. A business entity must use the Commission's online system to enter the required information, generate the form, and obtain a unique certification of filing number. An authorized agent of the business entity must sign the printed copy, and that certified copy must be provided to the City of Killeen within seven (7) business days after contract discussions or negotiations.

The online filing system is available at: <https://prd.tecprd.ethicsefile.com/File>

Please confirm that you will download, complete, and submit the Certificate of Interested Parties (Form 1295) immediately upon request by the City of Killeen and in accordance with the filing requirements:

Infor Response

Will submit if selected.

4.4. Acknowledgement – “Boycott Israel”

By submitting this proposal, the vendor hereby acknowledges that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Infor Response

We do not boycott Israel.

4.5. Acknowledgement – "Boycott Energy Companies"*

By submitting this proposal, the vendor hereby acknowledges that it does not boycott energy companies and will not boycott energy companies during the term of the contract. "Boycott energy company" is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Infor Response

We do not Boycott Energy Companies.

4.6. Acknowledgement – "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"*

By submitting this proposal, the vendor hereby acknowledges that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Infor Response

We do not practice, have policy, or guidance directives that discriminate against a firearm entity or firearm trade associations.

4.7. Acknowledgment – "Antitrust Law Certification"*

By submitting this proposal, the vendor hereby acknowledges that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Infor Response:

Neither a violation has occurred nor prohibited communication has taken place.

4.8. Acknowledgement - "Community Development Block Grant (CDBG)"*

By submitting this proposal, the vendor hereby acknowledges understanding that projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

Infor Response

Acknowledged.

4.9. Acknowledgement – “Disadvantaged & Underrepresented Businesses”*

Where applicable for federal awards, by submitting this bid/proposal, the vendor hereby acknowledges support for the inclusion and equitable opportunity for disadvantaged and underrepresented business enterprises and will ensure that small businesses, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other similarly qualified firms are considered as set forth in 2 C.F.R.

§200.321. The vendor further acknowledges that, where applicable under federal awards, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards encourages recipients and subrecipients to ensure, when practicable, that such businesses are considered in procurement and contracting. Vendor shall apply these requirements to any subcontractors.

Infor Response

Acknowledged.

4.10. Acknowledgement – “Domestic Preference for Procurements”*

By signing and submitting this bid/proposal, the Vendor hereby verifies that, to the greatest extent practicable and consistent with applicable law, it will, when using federal award funds, provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in the United States, as required by 2 C.F.R. § 200.322 (Domestic Preferences for Procurements). “Produced in the United States” means that all manufacturing processes, from the initial melting stage through the application of coatings, for iron and steel products occur in the United States. The Vendor further acknowledges that this requirement must be included in all subcontracts, purchase orders, and other contractual instruments under any resulting contract and will comply with this requirement during the term of the contract.

Infor Response

Acknowledged.

4.11. Criminal Convictions Disclosure*

Has the owner(s) of the company been convicted of a crime within the past ten (10) years (excluding minor traffic violations)?

Infor Response:

No — The owner(s) has not been convicted of a crime within the past ten (10) years.

4.12. Criminal History Disclosure*

Have you, or any member of your Firm or Team to be assigned to this engagement, ever been indicted or convicted of a felony or a misdemeanor greater than a Class C (excluding minor traffic violations) in the last five (5) years?

Infor Response:

No — No member of the Firm or Team has been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years.

4.13. Litigation / Claims History*

Has your Firm or Team, you, or any member of your Firm or Team been involved in any claim, lawsuit, arbitration, or litigation with the City of Killeen or any other Federal, State, Local Government, or private entity during the last ten (10) years?

Infor Response:

No — No member of the Firm or Team has been involved in litigation in the last ten (10) years.

4.14. Termination for Work Disclosure*

Has your Firm or Team, you, or any member of your Firm or Team ever been terminated (for cause or otherwise) from any contracted work performed for the City of Killeen or any other Federal, State, Local Government, or private entity?

Infor Response:

No — The Firm or Team and no member of the Firm or Team has been terminated from contracted work .

4.15. Bankruptcy / Reorganization Disclosure*

Has the company been in bankruptcy, reorganization, or receivership in the last five (5) years (whether voluntary or involuntary)?

Infor Response:

No — The company has not been in bankruptcy, reorganization, or receivership in the last five (5) years.

4.16. Operational History - Continuous Services Provided*

Has the company provided continuous services as requested in this solicitation and operated in this capacity for two (2) years without interruption?

Infor Response:

Yes — The company has provided continuous services and operated in this capacity for two (2) years without interruption.

4.17. Disclosure of Debarment, Suspension, or Exclusion*

Has the company been disqualified, debarred, suspended, or listed on any excluded parties list (including, but not limited to, the General Services Administration's list of parties excluded from federal procurement and nonprocurement programs) by any public agency, including the Federal Government?

Infor Response:

No — The company has not been disqualified, debarred, suspended, or listed on an excluded parties list.

Infor has not been suspended or barred from doing business with a Government Agency.

4.18. Disclosure of City Employee/Official Financial or Other Interest*

Does any City of Killeen employee or official (including elected officials or appointed board/commission members) or any immediate family member of such persons have any financial or other interest in your company (e.g., ownership, employment, equity, consulting relationship, or other benefit)?

Infor Response:

No — No City of Killeen employee, official, or their immediate family has a financial or other interest in the company.

4.19. Ability to Perform Services as Specified*

Can the company perform and provide the services exactly as described in the solicitation specifications and Scope of work?

Infor Response:

Yes — The company can perform and provide the services as specified.

4.20. Service Commencement After Award* SERVICES

When can the company begin providing services after award? Please state the number of calendar days required from award/notice to proceed until the company can commence full performance of the services requested in this solicitation:

Infor Response:

Answer (number of days): 15-30 days.

4.21. Point of Contact to Resolve Issues (Delivery or Invoice)*

Please provide the primary point of contact the City may reach regarding service issues, delivery questions, or invoice/payment matters. Include the following information:

Infor Response:

Name: Nicole Frost

Title/Role: Account Manager

Company: Infor

Mailing Address: 244 Perimeter Center Pkwy NE, Atlanta, GA 30346

Phone Number: 614-695-6578

Email Address: Nicole.frost@infor.com

4.22. Cooperative Governmental Purchasing Notice*

Other governmental entities may maintain interlocal agreements with the City of Killeen and may elect, but are not obligated, to purchase goods and services defined in this Invitation to Bid (ITB) from the successful bidder. Any such purchases by another governmental entity will be billed directly to and paid by that entity. The City of Killeen will not be responsible for another entity's debts. Each governmental entity will place its own orders with the successful bidder and will be responsible for ensuring full compliance with the ITB specifications. Prior to purchases by other governmental entities, the City will notify the successful bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Killeen:

Infor Response:

Yes — I agree to allow other governmental entities to purchase under the contract awarded through this ITB.

4.23. Copyrighted / Confidential Information – Texas Public Information Act*

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act (PIA), unless the information is specifically exempt from disclosure under the

Act or other applicable law. Information submitted to the City is presumed to be available to the public upon request, and may be released unless a statutory exception applies or the Office of the Attorney General determines it should be withheld.

You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely necessary for the City to understand and evaluate your submission.

Instructions for Submitting Confidential/Proprietary Information

- Clearly label each page that contains information you believe to be confidential or proprietary.
- Do not label entire documents wholesale; only the specific portions you consider confidential should be marked.
- You may use colored paper (e.g., yellow or pink) to assist in distinguishing pages with claimed confidential information.
- Failure to clearly label the specific information on the actual pages will be considered a waiver of confidential/proprietary rights in that information.

If the City receives a public information request that involves your submission, the City will notify you so you may assert your claim of confidentiality to the Office of the Attorney General and provide reasons supported by applicable law.

Please indicate below:

Infor Response:

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

4.24. Insurance Compliance*

Does the contractor maintain the insurance coverage as specified in the insurance requirements section of this solicitation, including minimum coverages, limits, and any proof of insurance requirements (e.g., certificates of insurance)?

Infor Response:

Yes — The contractor maintains all required insurance coverages as specified.

4.25. Company's First Year of Business Operation*

Please indicate the first year your company began business operations (the calendar year the company was established and began providing services):

This helps the City understand the vendor's experience and length of operation as part of its responsibility determination.

Infor Response:

Infor was founded in 2002.

4.26. Insurance Broker Information*

Please provide the insurance broker or agent information for the insurance policies that cover your company's operations related to this solicitation. Include each of the following:

Insurance Broker / Agency Name:

Contact Name:

Phone Number:

Fax Number (if applicable):

Email Address:

Collecting broker contact information is a standard part of vendor questionnaires so the awarding agency can verify coverage or follow up on policy details if needed.

Infor Response:

Infor maintains appropriate insurance coverage in accordance with contractual and regulatory requirements, and supporting documentation, including certificates of insurance, can be provided upon request. Specific insurance broker or agent details are managed centrally and will be provided to the City during contracting or upon formal request to support verification and follow-up activities.

4.27. Pending Insurance Claims*

Are there any claims currently pending against your company's insurance policies?

Infor Response:

No — There are no pending insurance claims.

Infor maintains appropriate insurance coverage in alignment with contractual and regulatory requirements and confirms that there are no pending insurance claims that would impact its ability to perform under this engagement.

4.28. Recent Sales / Public Agency Project History*

Please list up to five (5) of your most recent sales or contract engagements with other public agencies (governmental entities) and/or other customers that are relevant to the goods/services defined in this solicitation. Include the following information for each:

Infor Response: Infor protects its customers information and privacy. Upon selection, Infor can provide additional details in regards to public agency project history.

4.29. Emergency Business Service Contact Notice*

During a natural disaster, homeland security event, or other emergency situation, the City of Killeen may need access to your business for products or services after normal business hours and/or on holidays. The City may request City personnel pick up or vendor delivery of products or services in such events.

For this purpose, vendors must provide both a primary and a secondary emergency contact name and phone number, and it is critical that this emergency contact information remains current. Vendors shall

notify the City by email of any changes to the emergency contact names or phone numbers. Updates may be emailed to: SPrice@killeentexas.gov

All products or services requested during an emergency event are to be supplied at the established contract prices, terms, and conditions. Vendors shall also provide the fee (pricing) for an after-hours emergency opening of the business, if applicable. In general, orders will be placed using a City of Killeen procurement card (MasterCard) or a City-issued Purchase Order, and billing must include any emergency opening fee.

Please download the document listed below, complete it in full, and upload it with your proposal submission:

[Emergency_Business_Service_...](#)

Infor Response: Infor can provide the proposal once down selected.

Collaborate with a Nimble Partner

In conclusion, to help accelerate your business, we are committed to delivering fast, flexible, usable software now, but you will also leverage a solution that is updated twice a year with innovative features. As a Koch Industries company, Infor is uniquely equipped with deep financial resources, stability, and healthy reinvestment for growth and research and development. Our solid backing is particularly important as we face new and unknown market dynamics.

The combination of Infor's deep cloud integration, infrastructure with AWS, and rock-solid corporate backing from Koch Industries enables a new model for you —one that lowers costs, enables increased focus, and ensures that it is equipped with “forever modern” technology.

See What Our Customers are Saying About Infor

We are proud to be recognized by our customers for delivering innovation, driving transformation, and maintaining excellence in every service we provide.

Take a look at what our customers have to say about working with Infor and how we've helped them achieve outstanding results.

“Excellent all round system capability”

“With Infor and the product LN we have found the right partner and product for our needs!”

“We have used Infor products (previously Lawson) since 2008. The staff at Infor has been fantastic to work with and as a result our implementations of their Multi-Tenant FSM and GHR products have been well received.”

“Big ideas company with an intimate personal connection to customers!”

“With Infor Automotive CE we can full fill today and also in the future our requirements.”

“A truly happy user of CloudSuite Distribution”

“Use of the cloud software has been extremely reliable with almost zero downtime, allowing for high productivity by end users. Having weekly meetings with our dedicated Customer Success Manager keeps up to date with needed patches and provides movement on logged incidents.”

“We can’t run our operation without it.”

“Infor is a very good partner. It provides a **full solution** for our business needs”

“Great Platform, Great Partnership, Great Results”

“It’s an enterprise HRIS system. We have a complex organization that requires flexibility in our HR system and the Infor HCM product meets all of our needs.”

“A must have product/service from Infor”

“Infor Cloudsuite is a game changer!”

“Excellent Software! Good support! Very scalable! in the cloud for safety & remote use! Can open new offices fast!”

“Great flexibility and excellent support”

“Infor has been very responsive with our needs and in most cases went above and beyond the requirements.”

“Great engagement. Great support. Great partnership. Coverage for domestic transportation in many countries needs enhancement or existence.”

“Infor works with Customers to ensure good implementation outcomes.”

Partnership with Infor

Infor is a global leader in business cloud software products for companies in industry-specific markets. Infor builds complete industry suites in the cloud and efficiently deploys technology that puts the user experience first, leverages data science, and integrates easily into existing systems.

Over 60,000+ organizations worldwide rely on Infor to help overcome market disruptions and achieve business-wide digital transformation.

Company Organization and Growth Strategy

Infor is organized to deliver success to our clients. In our company's history, there has been one constant. We listen to our customers. Continuous improvement is a principle that guides the management of our company, with a focus on how we deliver products and services to our customers. Our global "go to market" strategy, makes it easier to do business with Infor and simplifies our internal operations. Therefore, our structure reflects a product-based, geographic management philosophy that puts us close to our customers. Core product development, technical support, and services are centralized within each of our primary solution groups and easily accessible by our geographic regions.

60,000+
CUSTOMERS

2,000+
PARTNERS

15,000+
CLOUD CUSTOMERS

100+
OFFICES

17,000+
EMPLOYEES

40+
COUNTRIES WITH INFOR OFFICES

1,700+
SUPPORT EXPERTS

175+
COUNTRIES WHERE
CUSTOMERS ARE LOCATED

Throughout our history, we have methodically and purposely redefined the expectations for Infor's leadership team and have made the necessary adjustments to accelerate our growth. The result is a focused growth strategy, a strong and compelling technology vision centered on our open SOA platform, an enviable and competitive position as the champion of the business software customer, with a population of approximately 17,000+ employees.

Infor is focused primarily on medium and large-sized enterprise organizations that require advanced software products and services designed specifically for their needs. The foundation of Infor's strategy is our deep commitment to industry specialization. To drive constant innovation in the enterprise, Infor business applications are specialized by industry and built for the cloud to enable a global supply chain, networked analytics, and artificial intelligence-led user experience. The principal features of our strategy are:

- **Artificial Intelligence:** Infor Artificial Intelligence (Infor AI) is an enterprise-grade, industry-specific artificial intelligence (AI) platform for our CloudSuite applications. It mines data and uses powerful machine learning to improve processes such as inventory management, transportation routing, and predictive maintenance. Infor AI provides AI-driven recommendations and advice to enable users to make smarter business decisions more quickly.
- **Analytics:** Infor Birst is a cloud business intelligence (BI) tool and business analytics software platform that helps organizations understand and optimize complex processes in less time than traditional solutions. Built with patented automation and machine learning technologies, Infor Birst's "networked BI" approach connects teams and applications across the enterprise via a trusted network of analytics and insights. With Infor Birst, you would get a comprehensive view of its business to make smarter decisions. This unique approach helps leading global companies improve profitability, reduce costs, increase revenues, and transform the way they do business often in 90 days or less.
- **Network:** Connectivity as a competitive advantage. Total network orchestration is the highest and most sophisticated state a global supply chain can attain. Networked companies win because they're agile, fast, and efficient. They're the first to sense and the first to respond to events, the right way. That's

operational excellence. Infor supply chain solutions combine advanced supply chain planning, execution, and finance capabilities with the Infor Nexus Commerce Network to help companies achieve the velocity and control needed to compete in today's rapidly-evolving markets. The Infor Nexus Commerce network is a single-instance business network with a thriving community of suppliers, manufacturers, logistics providers, financial institutions, and category leaders across industries.

- **Cloud:** Infor CloudSuite industry suites offer integrated applications to manage various business processes for customers in specific industries. Infor CloudSuite enables customers to deploy mission-critical applications, including ERP, in a multi-tenant cloud environment and take advantage of the computing power of a highly-elastic cloud, which can help provide for greater business insights and more efficient operations. Infor CloudSuite offers highly secure, redundant availability zones via Amazon Web Services, a global cloud leader. Practices for provisioning, self-service, monitoring, scalability, and business continuity are built-in, while elastic computing power, hyper-scale, and unlimited data lake provide the flexibility to manage change and pursue new opportunities. With automatic upgrades that ensure applications are always up to date, these solutions provide a long-term platform for growth and provide what we believe to be a lower total cost of ownership than those of our largest competitors.
- **Industry:** Infor software provides deep industry functionality without complex and expensive customizations. Industry best practices based on decades of experience and thousands of implementations are built in, along with pre-packaged workflows, content, integrations, and analytics. The result is that deployments are simpler and faster, users are more productive, and the business is more efficient from stem to stern.
- **Platform:** Infor Industry Cloud Platform is a cloud platform bringing business process and Artificial Intelligence together. Infor Industry Cloud Platform is your digital gateway for the future, designed to bring productivity, business process and Artificial Intelligence together, and offer operational insights that were never accessible to a business before. The platform delivers technology that goes beyond enabling business; it drives it, putting the user at the center of every experience and serving as a unifying foundation for your entire business ecosystem. The result is a connected intelligent network that automates, anticipates, predicts, and informs our stakeholders, unifying your business.



Financial Health

Infor is a leading provider of beautiful business applications specialized by industry and built for the cloud with 17,000+ employees and customers in more than 175+ countries and territories.

Our annual revenue of approximately \$3.4 billion, with over 72% coming from recurring SaaS and maintenance subscriptions, provides strong cash flow generation.

Infor is privately held by Koch, Inc., one of the largest private companies in America with estimated annual revenues as high as \$125 billion, according to Forbes. Koch Inc. is an owner with a long-term perspective, giving Infor the ability to plan and invest for the long run, not just quarter-to-quarter. Our sponsor has substantial available capital and has demonstrated the ability and willingness to invest additional equity in Infor to facilitate our growth.

Additional details can be made available upon notification of shortlisting or serious intent to consider.

Staff and Distribution

Infor employs approximately 17,000+ employees with offices in 40+ countries and territories. As a company, our approximate employee distribution is as follows:

- Product Development - 7017+
- Sales and Marketing - 2,904+
- Support and Professional Services - 6,346+
- Administration and Other - 1,585+

Today, approximately 70% of our workforce consists of technical experts who either build, install, or support our products around the world.

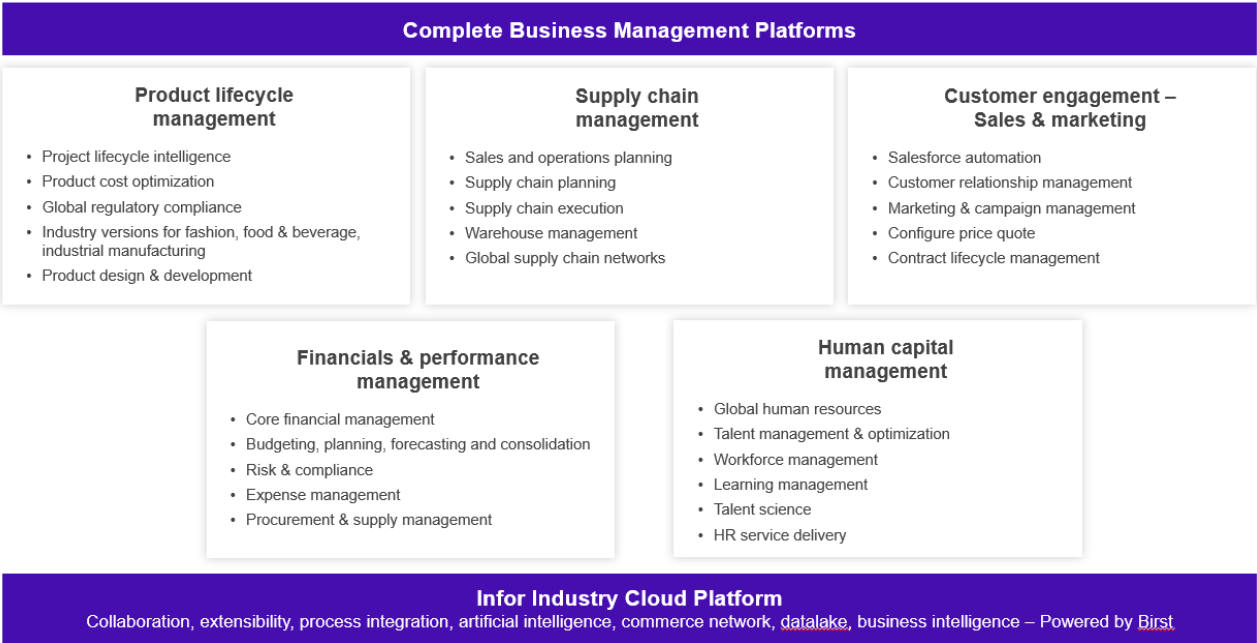
Who We Serve

We serve a large, diverse, and sophisticated global customer base. Our customers range from Fortune 500 enterprises to SMBs. Our market leadership in key verticals, including manufacturing, distribution, healthcare, public sector, retail, and hospitality software, results from the fact that we serve many of the largest and most well-known customers in those verticals.

We serve customers across three major geographic regions: the Americas; Europe, Middle East and Africa (EMEA); and Asia Pacific (APAC). We have approximately 17,000+ employees worldwide and have offices in 40+ countries. Across our applications, we offer our solutions in over 40 languages, and we intend to continue to translate our systems into new languages as we enter into new geographical markets. This worldwide coverage provides us with both economies of scale and the ability to leverage our geographical expertise to effectively enter new markets and segments.

Solution Suites

Infor offers deep industry-specific applications and suites, engineered for speed, and with an innovative user experience design that is simple, transparent, and elegant. Imagine City powered by technology that's beautiful, easy-to-use, and designed to speed performance. New social collaboration tools, enhanced mobility, deep industry-specific functionality, and an intuitive user interface deliver modern solutions that empower City to innovate and stay competitive.



Attachments

Infor has included the following attachments by reference or as relevant to this proposal.

- Infor Sample SaaS Agreement
- Infor COI

Thank You

Infor Proposal to City of Killeen for a
Booking and Event Management Software



Global Headquarters

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Suite 400
Atlanta, GA 30346
866-244-5479
www.infor.com

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Software as a Service Agreement

This Software as a Service Agreement (the "Agreement") is between **Infor (US), LLC** ("Infor") and _____ ("Customer") and entered as of the last signature date below. The parties agree as follows:

1. Definitions.

"Affiliate" means, with respect to either party, any entity that directly or through one or more intermediaries Controls, is Controlled by, or is under common Control with a party, where "Control" means the ownership of greater than 50% of such entity's capital stock.

"Applicable Law" means any applicable law, or declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any governmental authority, having the full force and effect of law.

"Authorized Users" means employees and contractors of Customer and its Affiliates.

"Confidential Information" means non-public information identified as, or would be reasonably understood to be, confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of Recipient; (ii) Discloser regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; (iv) is independently developed by Recipient without use of Confidential Information; or (v) is a comment or suggestion about the other party's products or services.

"Customer Data" means information provided, entered or uploaded by Authorized Users into the Software. Customer Data is Confidential Information of Customer.

"Defect" means a material deviation between the then current, general release version of the Software and its Documentation.

"Discloser" means the party providing Confidential Information to the Recipient.

"Documentation" means the then current Infor provided generally available operating and technical documentation relating to the features, functions, and operation of the Software.

"Initial Subscription Term" means the initial subscription period set forth on the applicable Order Form.

"Intellectual Property Rights" means any and all rights in patents, copyrights, trademarks, trade secrets and service marks.

"Order Form" means any order form signed by the parties that references this Agreement pursuant to which Customer purchases access rights to Software and Subscription Services.

"Personal Data" means information that includes any non-public personal information that identifies and/or can be used to identify an individual, or as further defined by applicable data protection law. Personal Data is a subset of Customer Data.

"Professional Services" is defined in Exhibit A to this Agreement. If Infor provides professional services under an existing Infor professional services agreement (as specified in the work order for such professional services) such professional services are not subject to this Agreement and all references herein to Professional Services are inapplicable.

"Professional Services Fees" means fees for Professional Services as set forth in the applicable Work Order.

"Recipient" means the party receiving Confidential Information of Discloser.

"Renewal Term" means any renewal term of Customer's right to access the Software and Subscription Services following expiration of the Initial Subscription Term.

"Software" means the software programs identified in the applicable Order Form to which Infor provides remote access as part of the Subscription Services. Software includes Updates.

"Subscription Fees" means the fees for the Subscription Services set forth on the applicable Order Form.

"Subscription Services" means the hosting, management and operation of the Software, and Support, by Infor.

"Subscription Term" means the Initial Subscription Term or any Renewal Term, as applicable.

"Support" means, as more fully set out in the Order Form, (a) providing Customer with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) installing, when and if generally available, Updates; and (c) using

reasonable efforts to correct or circumvent any Defect. Support does not include Professional Services, including, without limitation, any of configuration, installation or implementation.

“Third-Party Offerings” means products and services that are provided by third parties, interoperate with the Software or Subscription Services, and are licensed under such third parties’ own applicable license terms.

“Updates” means generally available updates, enhancements or modifications to the then current, general release version of the Software that are not separately priced as new products.

“User Restriction” means any limitation on the Software or Subscription Services identified in an Order Form (e.g., number of Authorized Users or locations). User Restrictions are cumulative for all Authorized Users.

“UserID” means a unique user identification credential used in combination with a unique password to access the Software and Subscription Services.

2. Intellectual Property Rights and Restrictions.

a. **Rights Grant by Infor.** Subject to this Agreement and the applicable Order Form, including applicable User Restrictions therein, Infor hereby grants Customer the right, for it and its Authorized Users, to access, in an operating environment hosted by Infor, the Software and use the Subscription Services, during the Subscription Term, solely for the internal operations of Customer and its Affiliates. Customer shall ensure Authorized Users comply with this Agreement and shall be liable for any noncompliance by Authorized Users.

b. **Documentation.** Infor hereby grants Customer a non-exclusive, non-transferable license (without the right to sublicense or sublicense) to make a reasonable number of copies of the Documentation for the internal operations of Customer and its Affiliates in accordance with this Agreement. Authorized Users must reproduce the unaltered Intellectual Property Rights notice(s) in any such copies.

c. **Additional Restrictions.** Authorized Users are prohibited from (i) attempting, causing or permitting the reverse engineering, disassembly or de-compilation of the Software; (ii) using the Software or Subscription Services to provide service bureau services to, or to otherwise provide data processing services for the benefit of, third parties; (iii) allowing the Software or Subscription Services or Documentation to be used by, or disclosing all or any part of the Software or Documentation to, any person except Authorized Users; (iv) removing or altering any Intellectual Property Rights notice(s) embedded in, or that Infor otherwise provides with, the Subscription Services or Documentation; (v) violating or circumventing any restrictions specified in this Agreement or technological restrictions in the Subscription Services; or (vi) providing Customer Data that violates third party rights.

d. **Export Restrictions.** Customer acknowledges the Software and Subscription Services are U.S. origin and supported from the U.S. in whole or part, and are subject to U.S. export control laws and other applicable export and import laws. Authorized Users will not export, reexport, transfer, or use the Software or Subscription Services in violation of applicable export or import laws, economic sanctions laws, or other Applicable Laws.

e. **No Implied Rights.** Any rights not expressly granted in this Agreement are expressly reserved.

3. Subscription Services.

a. **Generally.** Infor will provide the Subscription Services, as more particularly described in the Service Level Agreement referenced in the applicable Order Form discussing availability, scheduled maintenance, business continuity, disaster recovery, and Support.

b. **Security.** Infor’s Information Security Plan, setting forth the security measures with respect to the Software and Subscription Services, is referenced in the Order Form.

c. **User Accounts.** Customer shall ensure unique UserIDs and passwords are assigned to each Authorized User and Customer shall be responsible for managing such UserIDs and passwords through the Software interface. Customer shall maintain, and shall cause its Authorized Users to maintain, the confidentiality of UserIDs and passwords. Customer is responsible for all activities undertaken with UserIDs registered on Customer’s account. Customer will immediately notify Infor of any unauthorized use of UserIDs.

d. **Connectivity.** Customer is responsible for ensuring latency and available bandwidth from Authorized Users’ devices to Infor’s hosted routers are adequate to meet Customer’s desired level of performance. Customer is responsible for securing connectivity to Infor’s hosted environment, including securing VPN connectivity for single tenant environments.

e. **Customizations.** Customizations are not permitted in the hosted environment. “Customizations” means modifications to the generally available Software other than configurations and extensions created by Authorized Users via the standard user interface or tools included in the generally available Software.

f. Abrogation of Support. Infor has no Support obligations to the extent caused by (i) Customer deployed Third Party Offerings; or (ii) issues resulting from or arising out of professional services performed other than by Infor.

4. Payment and Taxes.

a. Fees. Payment terms are specified in the Order Form or Work Order. Customer shall be responsible for reasonable fees associated with third party collection efforts actually incurred by Infor as a result of Customer's failure to pay on time. After the Initial Subscription Term, Subscription Fees are subject to annual adjustment. Renewal Subscription Fees are due prior to the commencement of the Renewal Term. Except as otherwise set forth in this Agreement, all payments are non-refundable.

b. Taxes. Customer is responsible for paying all taxes relating to this Agreement (except for taxes based on Infor's net income or capital stock). Applicable tax amounts (if any) are not included in the fees set forth on any Order Form or Work Order. Infor will invoice Customer for applicable tax amounts.

c. Invoice Dispute. Infor will not exercise its suspension or termination rights with respect to non-payment by Customer if Customer reasonably disputes the applicable fees within 10 days of Customer's receipt of the invoice in writing and in good faith, and is cooperating diligently to resolve the dispute. Invoices will be sent to the electronic address identified in the Order Form (the date of receipt of the invoice is the date Infor sends the invoice to such electronic address; if no such electronic address is provided, then the date of receipt of the invoice is the date Infor sends the invoice by the alternative method identified in the Order Form). However, if the parties are unable to resolve such a dispute within 20 days, each party shall have the right to seek any remedies it may have under this Agreement. For clarity, any undisputed amounts must be paid in full.

5. Warranties.

a. Limited Software Warranty. Infor warrants the Software will operate without a Defect during the Subscription Term. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Software giving rise to the breach within a reasonable period of time. If Infor is unable to repair or replace such Software within a reasonable period of time, Infor may terminate the access rights for that Software and promptly refund to Customer the unused portion of the Subscription Fee if any, paid to Infor for the Subscription Services giving rise to the warranty claim.

b. No Material Loss in Functionality. Updates will not result in a material loss in key functionality. For clarity, Updates that require a different look and feel, or manner, to achieve similar functionality, or changes to programming language consistent with industry standards, are not a material loss in functionality. Customer's sole remedy with respect to a breach of the foregoing warranty shall be to terminate the access rights for that Software on written notice to Infor if functionality is not restored (either within that same Software or through different software or services available to Customer, at Infor's discretion) within 90 days of notice from Customer (which must be received within 30 days of the Update). In the event of such termination Infor shall promptly refund to Customer the un-used portion of the Subscription Fee, if any, paid to Infor for the affected Software. This remedy is not cumulative to the remedy in Section 5(a).

c. Malicious Code. Infor warrants it will use generally accepted industry tools and practices to provide Software and Subscription Services that do not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to modify, delete, damage, deactivate or disable Customer Data.

d. Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent any alleged breach of warranty is caused by: (i) any Customer deployed Third Party Offerings; or (ii) issues resulting from or arising out of professional services performed other than by Infor.

e. **DISCLAIMER OF WARRANTIES**. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 OR EXHIBIT A (IF APPLICABLE) NEITHER INFOR NOR ITS THIRD PARTY LICENSORS MAKE ANY OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, SUBSCRIPTION SERVICES OR PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT. INFOR AND ITS THIRD PARTY LICENSORS EXPLICITLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR AND ITS THIRD PARTY LICENSORS EXPRESSLY DO NOT WARRANT THE SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET CUSTOMER'S REQUIREMENTS.

f. **FAILURE OF ESSENTIAL PURPOSE**. THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 9 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. Confidential Information.

a. Recipient will take reasonable measures designed to prevent the unauthorized use or disclosure of Discloser's Confidential Information, including, at a minimum, those measures Recipient takes to protect its own Confidential Information of a similar nature. Infor will use and disclose Customer's Confidential Information only to its employees, Affiliates, and contractors ("Infor Representatives") and to the extent necessary to further and fulfill the purposes of this Agreement. Customer will use and disclose Infor's Confidential Information only to its Authorized Users and to the extent necessary to further and fulfill the purposes of this

Agreement. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of 10 years after termination of any applicable Order Form or Work Order.

b. Recipient shall be responsible for any breach of the confidentiality terms contained in this Section by any of its, in the case of Infor, Infor Representatives and, in the case of Customer, Authorized Users, and shall ensure such Infor Representatives, or Authorized Users, are bound by confidentiality obligations no less restrictive than those herein.

c. If Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if Recipient should be advised by counsel of any obligation to disclose such Confidential Information, Recipient shall provide Discloser with prompt notice of such request or advice (if allowed by law) so Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, Recipient shall provide only that portion of Discloser's Confidential Information which is legally required to be provided and use reasonable efforts to assure the information is maintained in confidence by the party to whom it is furnished.

d. If Applicable Law requires a written agreement setting forth the parties' obligations with respect to Personal Data, Infor's Data Protection Addendum for Customers applies to the processing of Personal Data and is incorporated into the applicable Order Form.

7. Indemnity by Infor.

a. Infor will defend, indemnify and hold harmless Customer and its Affiliates (the "Indemnitees") from and against any loss, cost and expense to the extent arising from a third party claim against the Indemnitees ("Claim") (1) that the Software or Subscription Services infringe any Intellectual Property Rights of others, when used by Authorized Users in accordance with this Agreement; or (2) resulting from disclosure of Personal Data in breach of this Agreement to the extent caused by Infor's breach of the Infor Information Security Plan.

b. Infor's obligations under this Section are expressly conditioned on the following: (1) Customer must promptly notify Infor of any such Claim; (2) Customer must, in writing, grant Infor sole control of the defense of any such Claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Customer or an admission of guilt by Customer; and (3) Customer must reasonably cooperate with Infor to facilitate the settlement or defense of the Claim. If Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the Claim and negotiate its settlement or compromise.

c. Notwithstanding the foregoing, Infor will not be obligated under this Section to the extent the Claim arises from (1) Customizations; or (2) any Customer deployed Third Party Offerings.

d. If any Software (or Subscription Services) is, or in Infor's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (1) obtain for Customer the right to continue using the Software (or Subscription Services) per the terms of this Agreement; (2) replace the Software with software (or Subscription Services with services) that is substantially equivalent in function, or modify the Software (or Subscription Services) so that it becomes non-infringing and substantially equivalent in function; or, if (1) or (2) are not available on commercially reasonable terms, (3) terminate the applicable Order Form and refund to Customer the un-used portion of the paid Subscription Fee, if any, for the Software and Subscription Services giving rise to the Claim. **THIS SECTION SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. Term and Termination.

a. Term. The Initial Subscription Term will be specified in the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least 90 days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be (Infor will notify Customer at least 30 days prior to the notice period of the Renewal Term and the next Subscription Fee). Except as otherwise expressly set forth in this Agreement, the Subscription Term cannot be terminated prior to its expiration date. Following 10 business days' prior written notice, Infor reserves the right to suspend access to the Subscription Services in the event of any past due Subscription Fees.

b. Right of Termination. If either party breaches any material obligation in this Agreement and/or an Order Form and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate the applicable Order Form by providing written notice to the breaching party. If all Order Forms and Work Orders under this Agreement are expired or terminated, this Agreement may also be terminated by a party providing the other written notice of termination. Notice of an alleged Defect does not constitute notice of material breach for purposes of this Section.

c. Effect of Termination. Upon the effectiveness of expiration or termination of an Order Form, Customer's rights to the applicable Software shall immediately terminate. Expiration or termination of an Order Form will not release either party from making payments which may be owing to the other party through the effective date of such expiration or termination. Termination of an Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein. If an Order Form is terminated due to a breach by Infor pursuant to Section 8(b), Customer

shall be entitled to a refund, on a pro rata basis, of any prepaid Subscription Fees under such Order Form applicable to the unused portion of the then current Subscription Term following the effective date of termination.

d. Transition Assistance. Customer may request services to facilitate the orderly wind down, transition and migration of the Subscription Services under an Order Form from Infor to Customer or Customer's designee pursuant to terms of a mutually agreed to Work Order (the "Transition-out Services"). During the term of Transition-out Services beyond the expiration of any then scheduled Subscription Term, the Subscription Term will renew for up to 12 months pursuant to the terms of this Agreement and applicable Order Form, including pricing.

e. Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitations of liability, and such other terms which by their nature survive termination, will survive termination or expiration of an Order Form or Work Order.

9. LIMITATIONS OF LIABILITY.

a. LIMITED LIABILITY. EXCEPT WITH RESPECT TO THE "EXCLUDED LIABILITIES" (DEFINED BELOW) AND CUSTOMER'S OBLIGATION TO PAY AMOUNTS DUE HEREUNDER, THE TOTAL LIABILITY OF EITHER PARTY AND ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), WHATEVER THE BASIS OF LIABILITY, IN CONNECTION WITH OR RELATED TO (1) SOFTWARE OR SUBSCRIPTION SERVICES WILL NOT EXCEED 2 TIMES THE SUBSCRIPTION FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE SOFTWARE OR SUBSCRIPTION SERVICES GIVING RISE TO THE LIABILITY AND/OR (2) PROFESSIONAL SERVICES WILL NOT EXCEED 2 TIMES THE PROFESSIONAL SERVICES FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE PROFESSIONAL SERVICES GIVING RISE TO LIABILITY.

b. EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO THE EXCLUDED LIABILITIES, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS THIRD PARTY LICENSORS (IN THE CASE OF INFOR) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE DAMAGES.

c. EXCLUDED LIABILITIES. THE TERM "EXCLUDED LIABILITIES" MEANS: (I) INFOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, EXCEPT AS RELATED TO CLAUSE (II) FOLLOWING; (II) DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, WHICH LIABILITY SHALL BE SUBJECT TO SECTION (d) BELOW; (III) CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF INFOR'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) A PARTY'S WILLFUL MISCONDUCT.

d. UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION. WITH RESPECT TO DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, THE TOTAL LIABILITY OF THE BREACHING PARTY, ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), INCLUDING, WITH RESPECT TO INFOR, PAYMENTS PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED 5 TIMES THE FEES PAID TO INFOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE UNDER THE APPLICABLE ORDER FORM OR WORK ORDER. TO THE EXTENT SUCH BREACH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF PERSONAL DATA, DAMAGES SHALL INCLUDE (1) THE COSTS OF PROVIDING NOTICE TO AFFECTED PERSONS, (2) THE COST OF ESTABLISHING AND OPERATING A CALL CENTER TO FIELD INQUIRIES RELATED TO SUCH UNAUTHORIZED DISCLOSURE FOR UP TO 12 MONTHS; AND (3) THE COST OF PROVIDING CREDIT MONITORING SERVICES TO AFFECTED PERSONS, IN EACH CASE TO THE EXTENT REQUIRED BY APPLICABLE LAW AND ACTUALLY INCURRED.

10. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when sent by overnight courier. Notices to Customer must be sent to its address shown on the signature page of this Agreement, or to such other place as it may subsequently designate in writing. Notices to Infor must be sent to Infor, Attention: General Counsel, 133 Peachtree Street NE, 24th Floor, Atlanta, GA 30303 and legalnotices@infor.com, or to such other place as it may subsequently designate in writing.

11. Force Majeure.

a. Neither party will be liable to the other for any failure or delay in performance under this Agreement (including any Order Form or Work Order) due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, pandemic, international sanctions, or the threat of any of the foregoing (a "Force Majeure Event").

b. A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event preventing its performance, provide written notice to the other party specifying the details in such regard (a "Force Majeure

Notice"). If, within 15 days following a party's provision of a Force Majeure Notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.

12. Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other. Notwithstanding the foregoing, a party may, upon written notice to the other, and without the other's prior consent, assign or transfer this Agreement (including all Order Forms and Work Orders) to (i) an Affiliate, or (ii) its successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assigning party is not in breach of this Agreement and such successor has agreed, in writing to the non-assigning party, to assume all obligations of the assigning party hereunder. Any such assignment by Customer must be in its entirety; Infor may assign partially to effectuate a change of control with respect to a product or business line. Any attempted assignment or transfer in violation of the foregoing will be void.

13. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

14. Choice of Law; Severability. This Agreement, and all related disputes and claims hereto, shall be governed by the laws of the State of Delaware, without reference to its conflict of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken and the remaining provisions of this Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods shall not apply to the interpretation or enforcement of this Agreement. Other than with respect to a breach of Section 6 (Confidential Information) or any actual or threatened misappropriation or infringement of Intellectual Property Rights, a party is not entitled to seek injunctive relief.

15. Usage check. Infor will check usage of Customer's compliance with this Agreement and Order Forms. If Customer has exceeded the permitted scope of use, then Customer will promptly pay Infor any underpaid Subscription Fees associated with such overuse based on any valid price option then in effect in the Order Form for additional Software usage or, if none, Infor's then current rates for such Software usage.

16. Independent Contractors. Infor and Customer are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them.

17. Insurance. During the Subscription Term Infor will maintain insurance coverage as described at <https://dam.infor.com/api/public/content/a140f29cc818435786443a746bb5410d?v=cb16ce4b>.

18. Compliance with Laws. In relation to the Subscription Services and Professional Services, each party will comply with Applicable Law.

19. Miscellaneous. This Agreement together with any Order Form and Work Order, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings between the parties about its subject matter. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Each party acknowledges that, in entering into this Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in this Agreement. Any purchase order or similar document that may be issued by Customer in connection with this Agreement does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. An Order Form or Work Order may be signed by an Infor Affiliate, in which case references to "Infor" in such Order Form or Work Order refer to such Affiliate. This Agreement, any Order Form, or Work Order, and any signed agreement entered into in connection herewith or contemplated hereby may be executed in counterparts. The parties agree that electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution of this Agreement and further agree the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

[Signature Page Follows]

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Infor (US), LLC

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Customer:

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Address for Notices: _____

Address for Notices: _____

Exhibit A
(Professional Services)

Infor's provision of Professional Services is subject to this Agreement, including the additional terms below.

1. **Definitions.**

"Professional Services" means the professional services Infor may provide Customer under this Agreement, including any Work Order. Professional Services expressly excludes Subscription Services.

"Work Order" means each work order signed by the parties referencing this Agreement, describing the Professional Services to be performed, and the rate(s) therefore.

2. **Work Orders.** Infor may provide Customer with Professional Services as set forth in a Work Order. Infor is under no obligation to perform any Professional Services other than pursuant to a Work Order. However, if Infor performs Professional Services at the direction of Customer and the parties have not signed a Work Order for such Professional Services, such Professional Services shall be subject to all terms and conditions herein and Infor's then current rates for such Professional Services shall apply. Infor may provide Professional Services through its third-party contractors, and is responsible for all their actions.

3. **Scheduling and Cancellation of Scheduled Professional Services.** While Infor will try to schedule Professional Services on the date(s) requested by Customer, Customer should make staffing requests at least four (4) weeks in advance to increase the likelihood the requested date(s) can be reserved. After Professional Services have been scheduled, Customer will be obligated to pay for such Professional Services as if Infor had performed such Professional Services on the scheduled date(s) and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Customer has notified Infor at least 14 days prior to the scheduled date(s) that it wishes to reschedule or cancel such Professional Services.

4. **Conditions on Providing Professional Services.** Customer must assign a project manager who will assume responsibility for the management of the project for which the Professional Services are provided. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must provide Infor with such cooperation, information, facilities, equipment and support as are reasonably necessary for Infor to provide the Professional Services. Unless otherwise stated in a Work Order, Infor owns and shall own all proprietary rights to any work product provided as part of the Professional Services under this Agreement, including any Work Order (the "**Work Product**"); however, to the extent such Work Product contains Customer Data or Customer Confidential Information, Customer shall continue to own all proprietary rights in such Customer Data or Customer Confidential Information. Infor grants Customer a non-exclusive, non-transferable license to make a reasonable number of copies of the Work Product for the internal operations of Customer and its Affiliates.

5. **Payment of Professional Services Fees.** Unless otherwise stated in the applicable Work Order, Infor will invoice Customer for all Professional Services Fees and applicable taxes and charges on a monthly basis, as Infor renders the Professional Services or Customer incurs the charges, as applicable. Customer will reimburse Infor for actual travel and living expenses that Infor incurs in providing Professional Services.

6. **Limited Professional Services Warranty and Remedy for Breach.** Infor warrants it will render all Professional Services with reasonable care and skill. If Customer notifies Infor of a breach of the foregoing warranty, Infor will re-perform such Professional Services in compliance with the foregoing warranty. Customer must provide notice to Infor of any warranty claim within 12 months of Infor's provision of the Professional Services that are subject to the warranty claim.

7. **Right of Termination.** If either party breaches any material obligation in a Work Order, and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate such Work Order, but may not otherwise terminate this Agreement or the Subscription Term on the basis of such breach. Termination of a Work Order will not release either party from making payments which may be owing to the other party under the terms of the Work Order through the effective date of such termination. Termination of a Work Order will be without prejudice to the terminating party's other rights and remedies pursuant to the Agreement, unless otherwise expressly stated herein.



Service Level Agreement

This Service Level Agreement describes the service level indicators and the required service levels applicable to the Subscription Software and Subscription Services and forms an integral part of the Order Form.

AVAILABILITY

- “Availability” is expressed as a percentage, calculated as the Actual Available Minutes in a month divided by the Total Available Minutes in such month.

$$\text{Availability} = \frac{\text{Actual Available Minutes}}{\text{Total Available Minutes}} \times 100$$

- “Actual Available Minutes” means the Total Available Minutes in a month less the Downtime Minutes in such month.
- “Downtime Minutes” means the number of minutes in a month when the production tenant of Subscription Software was not available for use. Scheduled Maintenance Minutes or Excluded Minutes (as defined below) are excluded from the definition of Downtime Minutes.
- “Total Available Minutes” means the total minutes in a month less the number of Scheduled Maintenance Minutes in such month.
- “Scheduled Maintenance Minutes” means the total minutes in a month associated with maintenance windows.

Customer is entitled to Service Level Credits as provided below if the Availability in a month does not equal or exceed 99.7%. For single-tenant environments (a single instance of the Subscription Software and supporting infrastructure serving a single Customer) Service Level Credits are provided only for Availability below 99.5%.

<u>Availability</u>	<u>Service Level Credit</u> (% of the monthly prorated Subscription Fee)
99.699% - 99.000%*	5%
98.999% - 98.500%	15%
98.499% - 95.000%	25%
Below 95.000%	35%

*99.500% – 99.000% for single-tenant environments.

Service Level Credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent pro-rated fee. For example, a 5% Service Level Credit on an Annual Subscription Fee shall be 5% of 1/12 of the Annual Subscription Fee. Service Level Credits shall be applied to Customer’s next Subscription Fees invoice or, if Customer has paid the final invoice under this Agreement, shall be paid to Customer within thirty (30) calendar days following the determination that the credit is due.

In the event Availability for the production environment falls below 95% for any three (3) consecutive months or any four (4) months in a rolling twelve (12) month period (a “Triggering Event”), Customer may, within sixty (60) days of such Triggering Event, terminate the affected Order Form, in which case, in lieu of Service Level Credits (not already applied), Customer shall receive a refund, on a pro rata basis, of any prepaid Subscription Fees applicable to the unused portion of the then-current Subscription Term following the effective date of termination of the Order Form. The foregoing remedies are the exclusive remedies and are in lieu of all other remedies if Availability does not equal or exceed 99.7% (or, as applicable, 99.5%).

Infor shall provide Customer a report of Availability for a month if, within thirty (30) days after the end of that month, Customer provides a written request for such report to its assigned Customer Success Manager (CSM). Once a report of Availability is

provided to Customer, Customer has thirty (30) days to request a Service Level Credit (which request must be made in writing); upon receipt of such request, Infor will promptly discuss the report, and the request for Service Level Credits, with Customer.

For Purposes of Availability, any minutes of unavailability caused by any of the factors below ("Excluded Minutes") do not count as Downtime Minutes.

- Outages due to Force Majeure Events;
- Outages attributable to the acts or omissions of Customer or its contractors, vendors (other than Infor) or Authorized Users;
- Periods of down-time at Customer's request;
- Outages that result from Customer's equipment, software, or other technology and/or third party equipment outside of Infor's control;
- Extensions or interfaces deployed via the standard user interface or tools included in the generally available Subscription Software;
- Customizations;
- Performance degradation due to Customer's use of the Subscription Services in excess of the scope of Customer's license and/or usage restrictions.

Limiting of Subscription Services. In the event of excessive demand, Infor may queue or prioritize requests to maintain system performance for all Customers without limiting Availability, provided the foregoing does not relieve Infor from its obligations of supplying adequate computing infrastructure for the Subscription Services. Infor will restrict a limitation in time and scope to the extent reasonably possible under the circumstances.

SCHEDULED MAINTENANCE

The Subscription Services are subject to regularly scheduled monthly maintenance windows for which Customer will be given at least seventy-two (72) hours advance notice as described in the SaaS delivery guide (available at all times through Concierge). An annual maintenance window calendar is accessible through Infor Concierge, which is updated from time to time. In standard operating conditions, each instance of a scheduled maintenance window is estimated to extend up to six (6) hours. While most of Infor's maintenance can be completed during regularly scheduled maintenance windows, in some urgent situations, maintenance must be performed outside of the scheduled maintenance windows (critical maintenance) to help maintain the integrity and security of the Subscription Services. In such cases, Infor will provide Customer's subscribed contact (through the CloudSuite Portal) as much advance notice of the critical maintenance as is technically feasible.

BACKUPS, BUSINESS CONTINUITY/ DISASTER RECOVERY PLAN

Infor maintains a written business continuity plan ("BCP") designed to allow Infor to continue to provide Subscription Services without material interruption in the event of a business disruption. Infor performs regular back-ups (weekly for full back up, daily for differentials) of Customer Data and periodically (no less than annually) tests its disaster recovery procedures in order to help maintain its ability to meet the following disaster recovery service level objectives. Relevant BCP controls are audited on an annual basis and reviewed within third party System and Organization Controls reports which reports are available to Customer through Infor Concierge or the Infor CloudSuite™ Self-Service Portal. Backups are replicated to geographically dispersed data centers within the same region where Subscription Software is provisioned. The Infor disaster recovery process supports the full production environment. Infor initiated Subscription Service backups are exclusively for data recovery in the event of data loss (ie., are not intended to meet Customer's internal or legal data retention requirements) and restore requests can be raised by Customer through support incidents.

- Recovery Point Objective: The Recovery Point Objective ("RPO") is the acceptable amount of data loss measured in time and is the point in time to which data will be recovered. The service levels include an RPO of up to one (1) hour.
- Recovery Time Objective: The Recovery Time Objective ("RTO") is the duration of time within which Subscription Services will be restored after declaration of a disaster. The disaster recovery server will be operational within an RTO of twelve (12) hours.

In addition, for single-tenant environments disaster recovery targets generally set RTOs and RPOs of twenty-four (24) hours.

SUPPORT

1. Support Services

1.1 Telephone Technical Support

Generally, Infor will provide telephone support Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, in the Customer's time zone, excluding holidays observed by Infor which fall within the applicable coverage window. Support hours may vary based on the applicable Subscription Software, in which case applicable Support hours are noted in specific Knowledge Base articles on Infor Concierge, located at <https://concierge.infor.com/>.

1.2 Electronic Support

Infor provides 24x7x365 online access to Infor Concierge, which offers services such as online incident logging, tracking and management, Knowledge Base articles, latest Subscription Software release information and Subscription Software Documentation.

1.3 24 x7 Critical Incident Support

"Critical Incident Support" is defined as the delivery of Support for critical production service unusable (Severity 1) situations as defined in Section 2.2 below. Support covers Critical Incident Support 24 hours a day and 365 days a year, including holidays. Critical Incident Support will be provided until the Subscription Software is operational, a commercially reasonable workaround is in place, or the incident severity can be lowered.

1.4 Critical Solution Notification

Infor Concierge enables each Designated Contact to develop a unique profile. "Designated Contact(s)" means a Customer's contact(s) who has/have a thorough understanding of the applicable Subscription Software, along with the relevant technical knowledge, required to assist in troubleshooting and the timely resolution of incidents. Each Designated Contact may also choose to sign up for Knowledge Base articles that may be of particular interest. When Infor develops a Knowledge Base article for a critical incident, the Designated Contact can receive notifications about its availability and how to access it.

2. Resolution of Support Incidents

2.1 Initiation of an Incident

The Designated Contact may contact the Infor Support team via telephone or may log an incident online via Infor Concierge to initiate a Support request, referred to as an "incident".

The general definition of a Support incident is a single, reproducible issue, problem, or symptom, a request for assistance, or a question fully and accurately logged within Infor Concierge that is related to the Subscription Software or information requests about Infor's Cloud Premium Support Plan or CareFor Plan, and options.

To help ensure a timely response to a Support incident, the Designated Contact shall provide the following information: (a) the Infor Customer Number and contact details, (b) applicable Subscription Software name, (c) severity level of the Support incident, (d) details of the Support incident, including error messages and error reproduction steps, if any, applicable screen shots and output examples if logging online, and (e) description of the incident impact and frequency.

2.2 Severity Levels

The Designated Contact and Infor will use reasonable business judgment to mutually identify the severity of the incident according to the following severity level descriptions:

Severity	Description	Definition
1	Critical Production Service Unusable	Service is unavailable for all users in production, or a critical business process in production has halted with no acceptable workarounds
2	Major impact	Service is severely impaired causing disruption to important business processes and there is no acceptable workaround
3	Medium impact	Service is partially impaired. There is disruption to important business processes, but there is an acceptable short-term workaround
4	Standard	Service is fully operational. There are questions regarding functionality of the Subscription Software or an issue where an acceptable workaround exists

2.3 Response

Infor shall use commercially reasonable efforts to meet the Response Targets below. Infor calculates a "Response Target" as the difference between the time an incident is appropriately logged into the Infor support system and the time of Infor's first value-added communication.

Severity	Infor Premium Support Plan	Infor CareFor Support Plan	
		Business & Business Plus Plan	Enterprise Plan
1	Within 30 Minutes – 24*7	Within 30 Minutes – 24*7	Within 30 Minutes – 24*7

2	Within 2 Business Hours	Within 1 Business Hour	Within 1 Hour – 24*7
3	Within 2 Business Hours	Within 2 Business Hours	Within 2 Business Hours
4	Within 4 Business Hours	Within 4 Business Hours	Within 2 Business Hours

“Business Hour” means each hour in the day when the Infor office providing Support to Customer is open for business.

2.4 Resolution

A resolution can be, without limitation, an answer that resolves an incident; a code fix; a software patch release; a change in an operational process; a commercially reasonable workaround. Support incident resolution is often an iterative process that is dependent upon many variables. At times determination of root cause and resolution of an incident requires collaboration and troubleshooting by various teams within Infor and the Customer. The nature of this process makes providing specific target resolution times difficult. As Infor progresses through the troubleshooting process to resolve the issue, Infor works to provide regular updates and strives to allow Customer to continue doing business.

2.5 Escalation

Most Support incidents are best resolved through Infor’s standard operating procedures. If Customer believes a Support incident requires a higher level of attention, Customer can self-escalate the incident through Infor Concierge by using the “Request Escalation” feature on the incident. As part of this process Infor asks that Customer accurately provide escalation reason, business impact, number of people impacted, timelines, and other relevant detail, to help Infor properly determine the level of urgency required regarding the escalation. If Customer would like a Support Manager to call, Customer can indicate that in the escalation request as well. Once escalated, the applicable Support Manager and Support Analyst are notified of the escalation, so they can take appropriate action. If Customer doesn’t have access to Infor Concierge, Customer can escalate by contacting Infor’s regional Support Center.

The use of escalations is reserved for issues that truly merit a higher degree of attention. It is not intended for issues that are effectively addressed with Infor standard operating procedures.

2.6 Changes

While the above descriptions of Support are subject to change from time to time, any changes will not cause any material decrease in the Support provided to Customer during the annual Subscription Term for which Customer has paid the applicable Subscription Fees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN102555145-Koch-CasCy-25-26	INSURER(S) AFFORDING COVERAGE INSURER A : N/A INSURER B : Swiss Re Corporate Solutions Capacity Insurance INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Infor Equity Holdings, LLC and all majority owned subsidiaries including IGS Holding LP 13560 Morris Road, Suite 4100 Alpharetta, GA 30004	NAIC # N/A 34916

COVERAGES **CERTIFICATE NUMBER:** SEA-004182033-02 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Tech E&O/Cyber			5604.1	12/01/2025	12/01/2028	Limit each claim/aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of coverage

CERTIFICATE HOLDER To Whom It May Concern c/o Infor Equity Holdings, LLC and subsidiaries 13560 Morris Road Suite 4100 Alpharetta, GA 30004	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services <i>Marsh Risk & Insurance Services</i>
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Infor Global Professional Services Work Order

We look forward to embarking on this professional services collaboration. The mutual obligations, responsibilities, and assumptions described herein are based upon our intent to be your preferred partner and Infor's history of successful engagements successes for thousands of customers across the world.

This "Work Order" is subject to the terms of the Cloud Services Agreement dated < _____ > ("Agreement").

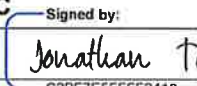
Capitalized terms not defined in this Work Order are defined in the Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Agreement, but only for the subject matter of this Work Order. This Work Order, together with the Agreement, contain the entire understanding of the parties with respect to its subject matter, and supersedes and replaces any prior oral and written communications between the parties with respect to such subject matter.

The terms specified in this Work Order are subject to change if Infor has not received a signed counterpart hereof by customer on or before; 15 September 2026.

Customer Name ("Customer"):	City of Killeen	
Infor Name ("Infor"):	Infor (US), LLC	
Work Order Effective Date ("Effective Date"):	<i>This Work Order is effective as of the later of the date last signed below or the Agreement effective date.</i>	
Infor Work Order Number(s):	OP-10287168 BP-26851	
Project/Service Name:	City of Killeen - Infor SCS SaaS Implementation	
Prepared By:	Abigail Margaret Vasquez Rob Strong	
Customer Invoice Email:	sprice@killeentexas.gov	
Customer Contact Information:	Billing Contact	Project/Service Contact
Contact Name	Sophonia Price	Sophonia Price
Street Address City/Town, State/Province/Region Zip/Postal Code Country	101 College St Killeen, Texas 76541-6105 USA	101 College St Killeen, Texas 76541-6105 USA
Phone/Fax #		
Email (Required)	sprice@killeentexas.gov	sprice@killeentexas.gov

Signature

The parties have executed this Work Order through the signatures of their respective authorized representatives as of the Effective Date.

Infor:	Infor (US), LLC	Customer:	City of Killeen
Signature:		Signature:	
Printed Name:	Jonathan Toomey	Printed Name:	Kent Cagle
Title:	Sr Operations Director	Title:	Interim City Manager
Signature Date:	04 August 2026 14:13:36 EDT	Signature Date:	



Work Order Terms

General Work Order Terms. The fees stated in this Work Order are only applicable to the Infor services (the "**Services**") expressly described in this Work Order. This Work Order and any Change Order (as defined in Change Control Process section), approved under this Work Order, define the obligations of Infor and Customer including their respective roles and responsibilities. Infor is under no obligation to provide any other Services not identified within this this Work Order or any Change Order. Services language will be in the English language only. Services documentation will be in the English language only. "**Software**" as used herein means any licensed or subscribed software by the Customer under a Software Agreement. "**Software Agreement**" as used herein means the agreement under which the Software is provided to Customer. Nothing herein shall modify the Software Agreement.

Roles and General Responsibilities.

Both parties are responsible for:

1. Providing up to date information and documents related to its obligations, requirements, and tasks.
2. Timely performing its obligations and tasks in accordance with the schedule. "Task" means any Services Work Product or activity defined in the Scope of Services and/or the Exhibit(s) as applicable
3. Managing respective third-party vendors.

Infor is responsible for:

1. Performing the Services in accordance with the Work Order and Agreement.
2. Developing the staffing plan, for which Infor has sole discretion to determine the appropriate staff members based on factors such as expertise, skill set, availability, and other relevant considerations. The staffing plan may include use of subcontractors, provided that Infor is responsible for subcontractor compliance with this Work Order and Agreement. Individuals providing Services may have job titles which differ from the Services role(s) which they are performing.

Customer is responsible for:

1. Assigning resources empowered to complete their assigned Task(s) and perform their duties as defined in this Work Order in accordance with schedule(s). These resources, including non-Customer personnel, will be authorized to define Customer processes, policies, and requirements.
2. Purchasing its use rights to Software and active Support (if not included with the Software) for the duration of the Services and logging cases with Infor Customer Portal.
3. Procuring, administering, and maintaining all third-party hardware, software, networks, and systems not provided by Infor for the Services ("**Third-Party Items**") (e.g., printers, scanners, handheld devices, servers, etc.) that meet the published compatibility requirements for Infor Software. Customer further warrants that it has sufficient legal rights to use Third-Party Items in the delivery of Services, and to permit Infor to use those Third-Party Items to the extent necessary to provide Services.
4. Establishing access rights for Infor to applicable systems which are no greater than necessary for Infor to perform the Services and reviewing and aligning Customer security roles and classifications with Infor provided security roles and classifications, when applicable. Customer is responsible for reviewing and assessing whether security design and Work Product are sufficient for Customer requirements, such as audit, regulatory, etc.
5. Ensuring that the Scope of Services and exhibits accurately reflect then current information and conditions for Customer.

Change Control Process. Both parties must agree to any changes to this Work Order in accordance with the Change Control Process before any Services not set forth herein are performed. Without limitation, the parties shall use good faith efforts to negotiate a mutually agreeable "**Change Order**" to this Work Order at Infor's then-current rates if the Services scope, timeline, estimated level of effort, resource commitments, Customer business requirements, and/or other obligations set forth in this Work Order change (or are likely to change) due to any mutually agreed change or because (i) any Customer-provided information is incomplete or inaccurate; (ii) a party fails to timely meet its obligations hereunder; or (iii) delays caused by a third party.



Service Fees Summary

Customer will pay Infor the fees ("**Service Fees**") and travel and living expenses ("**Other Expenses**") in accordance with the details below. All Service Fees and Other Expenses are in <USD>. All Service Fees and Other Expenses are exclusive of any applicable taxes, which are added to each invoice, unless otherwise specified. Customer will pay all taxes applicable to the Services. Travel and Living expenses outlined under Service Fees Assumptions and Obligations #2, Other Expenses, are not included in the fees stated herein, and are in addition to such fees.

The Service Fees in this Work Order will be billed as Fixed Service Fees. Details of all Service Fees are provided in the tables below.

Service	Service Fees (USD)
Fixed Service Fees - SCS	\$55,870.00
Total Service Fees	\$55,870.00

Service Fees Assumptions and Obligations:

- 1) **Payment Terms:** Infor shall invoice Customer according to the Agreement or Work Order, as applicable. Customer will pay Infor the amount due in each invoice within 30 (thirty) days of the date on the invoice. The payments are non-refundable. Except where explicitly stated in the Service Fee tables below, payment and invoicing is not conditioned upon delivery, acceptance or completion of Tasks contemplated herein.
- 2) **Other Expenses:** In addition to the Service Fees due hereunder, Customer will reimburse Infor for Other Expenses incurred by Infor in connection with providing the Services, if applicable, in accordance with Infor travel policy. Infor will invoice Customer separately for such Other Expenses as they are incurred.
 - a) Transportation – round-trip travel charges, fees and surcharges including mileage, ground transportation, parking and tolls.
 - b) Accommodations – secure lodging either at the property of Customer or at a suitable nearby location. If off-site, Direct Billing arrangements should be made for the Infor personnel to be billed back directly to Customer.

Meals – Travel expenses will be charged to the project in accordance with Joint Travel Regulations, using information procured from the DOD website, <http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>.
 - c) Laundry, Dry Cleaning – laundry and dry-cleaning service charges incurred by the Infor personnel when onsite service days are greater than 6 days.
 - d) Telephone – local calls, toll-free connection charges, business long distance calls.

Gratuities and Service Charges – Infor personnel are allotted a total of USD \$20.00 per stay to cover door staff, bell staff, laundry, dry cleaning, and housekeeping gratuities when onsite service days are greater than 5 days. Other Incidentals, such as movies, honour bar are the responsibility of the Infor personnel.

e) Fixed Service Fees

Customer shall pay such amounts as set forth below:

Deliverable	Description	Amount
Milestone 1	SCS Implementation - Services	\$27,170.00
Milestone 2	SCS Implementation - Training	\$15,870.00
Milestone 3	SCS Online Booking/Event Packages	\$4,640.00
Milestone 4	SCS Data Migration – Future Bookings – Convention Center	\$8,190.00

Fixed Service Fees Total: \$55,870.00

Scope of Services



Scope	Assumptions
Geography	United States
Estimated Duration	3 months
Governance structure	Customer agrees to use the Infor-provided implementation and development methods, tools, and templates. Infor and Customer will collaborate on a joint Project plan and schedule, meeting cadence and Project reporting. Infor is responsible for the staffing plan, for which Infor has sole discretion to determine the appropriate resources based on factors such as expertise, skill set, availability, and other relevant considerations. The staffing plan may include use of subcontractors, provided that Infor is responsible for subcontractor compliance with this Work Order and Agreement. Resources providing Services may have job titles which differ from the Project role(s) which they are performing.
Product & Services Scope	Global Professional Services will provide implementation and deployment of the Infor Hospitality applications to include Infor Sales and Events Management (SCS) for the below noted property, as a SaaS deployment. The consulting services team will provide the following Infor SCS implementation services: Killeen Civic & Conference Center Killeen Arts & Activities Center • The consulting services team will provide the following services as part of the onboarding package for Infor Sales and Events Management: ○ Infor will deliver data configuration worksheets to Customer for completion. These worksheets should be completed and returned within the agreed timeframe. Any delay may affect the project timeline. ○ Upon completion, Infor will provide consultation for review of the above worksheets and business processes for configuration ○ Infor will build the database inclusive of the following based on package purchased: ▪ Menus (provided by customer) ▪ Default Email templates ▪ Default Document templates plus up to three (3) additional documents will be configured using Word documents provided by the customer and inserting SCS merge fields, including configuration for up to three (3) menus and up to two (2) room diagrams. ▪ Default membership SCS settings ▪ Configure Events and/or Guest Room settings as indicated on the configuration worksheets ○ Customer to provide menus, templates, sample documents, and/or room diagrams within three (3) business days of submitting the completed workbook. Items provided after three (3) business days may be out of scope. ○ Configure online ordering packages and profiles (up to 10 packages and 10 profiles) for each center. • Infor will provide data migration services for both centers with the support of the Customer • Data needs to be presented to Infor in the format of the template, to be provided by Infor • Customer will be responsible for manual clean-up of the reservations (such as linking accounts to AR master, TA or billing requirements) and providing the file in a clean and complete fashion. This service does not include credit card details



Scope	Assumptions
	- Customer will be responsible for all data validation after data migration - Infor will provide training for SCS implementation as follows: - A remote Instructor led introductory session (up to 10 users) - Three days of Onsite Instructor led Training (Up to 10 Trainees per Session) / Travel days included - One post training Q&A session - Access to online, self-paced ISC educational materials (videos/documents/training guides) - After go-live support: - Project Manager to introduce Customer to support for support hand-off within seven (7) days after go-live. - After ten (10) business days, Project Manager will share Infor Support materials with customer via email. - Infor consultant to provide Post Go Live remote consultant sessions as follows: - One remote day (8 hrs.) at 14 days post go live date. - One remote day (8 hrs.) at 30 days post go live date.

Project Specific Assumptions and Obligations:

- Should Customer request for additional onsite and/or remote resources (e.g.: training, support, etc.) additional costs will be added via change control process.
- In order to complete the project in the most cost-effective manner, some tasks may need to be performed by Infor offsite staff members. Remote connectivity facilities will be required for any offsite project resources and should be considered as an alternative where feasible.
- Appropriate facilities will be made available to the Infor consultants while onsite at Customer. This includes a workspace, telephone, workstation and access to copy and facsimile machines. The workstation should be connected to the network and have access to Infor's systems as well as any required client software such as the Microsoft Office tools.
- Any Customer acquisitions, divestitures, or re-organization of current business units is anticipated to have a negligible impact to scope of work and availability of Customer resources. If this assumption is invalidated, re-evaluation of the proposed level of Infor consulting services is expected.
- Estimates included within this document assume that there will be no turnover of the project's key staff members. If turnover does occur, it will be necessary for the Customer and Infor Project Managers to re-evaluate the estimated timelines for potential impact and revisions.
- The Infor Project Manager will meet with Customer management via regularly scheduled project status meetings. Additional teleconferences may be requested by Customer or Infor to follow-up on open issues.
- Infor will provide consulting services for training and live support in spoken and written English.
- If additional service days are required, they will be scheduled on a resource available basis and handled via change control process.
- Class size is limited to a maximum of 8 students per training class. Under some conditions and upon the agreement of Infor, additional students may be permitted (beyond the authorized 8).

Project Exclusions:

The following tasks are not included in the scope of the engagement, unless expressly specified in this Work Order:

- Interfaces or data extracts to third party products not detailed in this Work Order.
- Additional settings or configuration not defined above.
- Configuration or training of additional modules/enhancements.



Customer Responsibilities:

Designate a person as the primary contact for Infor, who is entitled to represent Customer in all matters with reference to this agreement. The areas of responsibility of this person include (but are not limited by) the following:

- Liaison between the Infor consultants and Customer's project staff.
- Coordination of Customer resources.

Designate experienced key users who are willing to spend a considerable proportion of their working hours in ensuring the success of the project by supporting the Infor team in the following items:

- Tailoring of Customer's in-house processes
- Provision of the general technical conditions
- Ensure the Customer's data is available in a form that is appropriate to be implemented
- Confirm data quality and integrity
- Maintain internal procedures and work instructions.

Submit all equipment and system software (non-Infor software) configurations to Infor for review and approval prior to installation.

Coordination and notification to Customer 3rd Party Vendors regarding its selection of Infor Software and the interface installation plan. 3rd Party Vendors to be onsite during "go live" of the interfaces, where required.

Completion of onsite tasks during the interface installation, as requested by the Interface Installer. Customer is also responsible for the readiness and performance of the 3rd Party system that will be interfaced to the Infor application.

Provide a training room for Infor-led classroom instruction of the Customer's personnel with the following requirements:

- System infrastructure (including workstations and printer) shall be set up and accessible when Infor personnel arrive onsite and prior to the commencement of training with access to the internet
- Supply adequate training tools such as a whiteboard or flipchart, and pens and paper. One printer should be available for the printing of reports and various examples of printed documents during training.
- Make a resource available to Customer's personnel for decisions and questions regarding the system use as it relates to Customer's policies and procedures.
- Provide training to any personnel who could not attend the Infor-led training conducted in the training room.

Provide Hotel specific procedural end-user documentation, as needed.

Acquire and install all computer equipment and all cabling in accordance with Infor Minimum Hardware Specifications (as applicable) and as per the below:

- Provide said configurations to the Infor Project Manager at least 10 days prior to the anticipated installation date.
- Have installed and operational all necessary supporting hardware and software at supported release levels including network interfaces.
- Provide any networking and/or cabling services related to the Infor products except as noted in Infor responsibilities. This includes secure connectivity to 3rd party web host, if applicable.

Customer is responsible for procuring all necessary hardware as outlined in the Hardware Specifications for Workstations and Liaison. Hardware specifications are subject to change and Customer is required to validate with Project Manager upon start of project. Refer to Exhibit A.

Move all equipment to its final location following the training classes and prior to going live on the system.

Provide dedicated assistance to Customer personnel when Infor personnel are not assigned to provide assistance during live support.



Provide location specific procedural end-user documentation, as needed.

The procurement and provision of information, data, decisions and approvals within one working day of a request being made by Infor, unless Customer and Infor agree to an extended response time.

Customer is also responsible for the readiness and performance of the 3rd Party system that will be interfaced to the Infor application.

Scheduling and cancellation of scheduled services

In connection with any Work Order, Customer should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the date requested. While it is possible to secure staffing within this time frame (and Infor will make commercially reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases, the closer the request is made to the need date. The parties agree that once Customer and Infor have scheduled a specific time during which Infor will provide Services under the terms of this the Agreement and/or a Work Order, Customer will be obligated to pay Infor for such Services as if Infor had performed such Services on the date scheduled and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Customer has notified Infor that Customer would like to reschedule or cancel the provision of such Services at least twenty one (21) days prior to the date which Infor is scheduled to perform such Services.



Exhibit A

*Hardware Specifications for Workstations and Liaison

SaaS on premise Hardware Specifications

Customer Environment

Application & Version: HMS v2025.05.44+

Deployment Environment: AWS SaaS

Workstations and Other Hardware

User Workstations	Liaison Server
- Processor: 2.6 GHz+ - Memory: 4 GB+ RAM - Disk Storage: 40 GB+ - Network Card (1000Mbps) - Monitor with minimum screen resolution of 1600px x 900px; 1920 x 1080 is recommended for best UI experience - Windows 11 with Google Chrome	- Processor: 4vCPU - Memory: 16GB RAM - Disk Storage: 100GB - Network Card (1000Mbps) - Digi 70002323-8port (Serial Interfaces) - Windows 11 Pro x64 or 2019 x64 or 2022 x64 - Virtual and Physical servers are supported *Additional hardware is required for the Credit Card Interface such as EMV Devices. They are not represented in this configuration.

HMS Mobility

Infor HMS Housekeeping App

<i>Allows a housekeeper to view a list of rooms which they are assigned to clean for that day. The housekeeper will also have the ability to see specific guest details and update the room status of each room assigned to their section. In addition, "Infor HMS Housekeeper" allows housekeepers to flag guest rooms as 'Do not disturb', so rooms can be serviced at a later time.</i>	
Client	
- Any Android device running the latest version of Android - Search Infor HMS Housekeeper on Play Store - Any Apple device running the latest version of IOS - Search Infor HMS Housekeeper on App Store	

Infor HMS Hotel App

<i>Allows hotels using Infor Hospitality HMS to access the application via the Apple iPad for Check In, In House, Check Out, Housekeeping Update, Fast Posting Room Charges, Concierge, Lost and Found, Work Order, Arrival/Departure and other reports.</i>	
Client	
- iPad, iPad Mini (not recommended due to display size) running latest version of IOS - Search Infor HMS Hotel on App Store - Not available for Android devices	



Infor HMS Approval App

<i>Send push notifications from HMS to a supervisor when the supervisor's approval is required. Supervisors can approve or reject approval requests, resolving the need to be at a workstation. The events that can be configured for use with the Approval App include rate override, large cash payment, do not move overrides and sell option overrides.</i>	
Client	
- Any Android device running the latest version of Android - Search Infor HMS Approval on Play Store - Any Apple device running the latest version of IOS - Search Infor HMS Approval on App Store	

Infor HMS Guest Signature Capture App

<i>Allows hotel guests to sign registration cards, folios, receipts, tax invoices, lease invoices and payment tax invoices during their stay.</i>	
Client	
- iPad, iPad Mini (not recommended due to display size) running latest version of IOS - Search Infor Guest Signature Capture on App Store - Not available for Android devices	

*Note: the above specifications are subject to change and Customer should validate with Project Manager upon start of project.



Order Form

Agreement ID: ICMOF_312087
 Opportunity ID: OP-10257392
 Quote ID: SQB560076_1

Infor Entity ("Infor");
 Customer ("Customer" or "Licensee");
 SaaS Agreement Name ("SaaS Agreement");
 SaaS Agreement Effective Date:

Infor (US), LLC
 City of Killeen
 Cloud Services Agreement

This Order Form is subject to the terms of the SaaS Agreement between the parties. All terms of the SaaS Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the SaaS Agreement. Capitalized terms not defined in this Order Form are defined in the SaaS Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the SaaS Agreement, the parties shall apply terms logically.

The terms of your SaaS Agreement may differ from the terms used in this Order Form. "Subscription Services" and "Software", in the context of access rights to Infor software provided to Customer from the Infor hosted environment, refer to "Cloud Services" (as such term is used in the SaaS Agreement).

Effective date of this Order Form (the "Order Form Date") shall be the last date that this Order Form is executed either by Customer or Infor, unless otherwise stated.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

For: Infor (US), LLC

For: City of Killeen

(Infor)

(Customer or Licensee)

DocuSigned by:

Bogdan Sterian

7186D49B6A704B0...

Signature

Bogdan Sterian

Type or Printed Name

Sr. Director

Title

06 August 2026 | 03:43:48 EDT

Signature Date

Kent Cagle

Signature

Interim City Manger

Type or Printed Name

Title

Signature Date

**Order Form**

Agreement ID: ICMOF_312087
 Opportunity ID: OP-10257392
 Quote ID: SQB560076_1

Customer: City of Killeen
 GL ID: US0AB
 Customer Account ID: 100264935
 Account Executive: Suet Ting Ng

I. Software**New or Additional Software**

Line	Location	Product	Use Restriction	Support Level
1	PROD:Killeen Arts & Activities Ctr	ISC-S-SC-FSM: Infor Sales and Event Management Solution	1 SI	CXTP
2	PROD:Killeen Arts & Activities Ctr	ISC-S-INT-AUTH: Infor Sales and Event Management Solution: Credit Card Processing Interface	1 SI	CXTP
3	PROD:Killeen Civic & Conference Ctr	ISC-S-SC-FSM: Infor Sales and Event Management Solution	1 SI	CXTP
4	PROD:Killeen Civic & Conference Ctr	ISC-S-SC-ADD-OO: Infor Sales and Event Management Solution: Online Ordering Self-Service Portal	1 SI	CXTP
5	PROD:Killeen Civic & Conference Ctr	ISC-S-INT-AUTH: Infor Sales and Event Management Solution: Credit Card Processing Interface	1 SI	CXTP

Annual Subscription Fee: \$17,493.34

Initial Subscription Term: Order Form Date through 3 year(s)

Fee for Initial Subscription Term: \$52,480.02

II. Fees and Payment Terms

Total Amount Due (before applicable taxes): \$52,480.02

Currency: US (Dollar)

Payment is due within 15 days of the date of the invoice.

Customer shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, plus applicable taxes, will be invoiced promptly upon the Order Form Date. All other Annual Subscription Fees will be invoiced such that they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies.

Primary-Use Address	Invoice Address
City of Killeen 101 College St Killeen TX USA 76541-6105 Sophonia Price	City of Killeen 101 College St Killeen TX USA 76541-6105 Sophonia Price

(254) 501-7600
sprice@killeentexas.gov

(254) 501-7600
sprice@killeentexas.gov

III. Additional Terms

1. User/License Definitions if specified in the User Restriction field can be found at <https://licensedefinitions.infor.com/>
2. Support Level Definitions:

"CXT" = Infor Essential (24x5); "CXTP" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program; "CCSP" = Infor CareFor Success Professional program; "CCFS" = Infor CareFor Success Enterprise program; Descriptions of these plans can be found at <http://www.infor.com/cloud/subscription/>
3. Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.
4. The Annual Subscription Fee(s) outlined in section I. (Software) represent a commercial concession granted by Infor to Customer in return for its commitment to the full duration of the Initial Subscription Term for all the Cloud Services listed in this Order Form. The subscription(s) set forth herein are in addition to any subscription(s) Customer may have purchased previously.
5. Customer's acquisition of Cloud Services or On-Premises Software licenses, where applicable, as set forth herein shall not be construed as being contingent upon, nor shall it be deemed dependent on, the provision of any consulting or implementation services that the Customer may elect to procure from Infor or any third party, whether concurrently with this Order Form or at any time thereafter.
6. In consideration for the pricing and terms under this order form, Infor may refer to Customer as a customer in press releases and written and verbal communications. Customer agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.
7. Please visit <https://www.infor.com/customer-center/MTcloud> for benefits related to the Infor Multi-tenant Cloud Customer Bill of Rights (only applicable to Software hosted in a multi-tenant environment).
8. The Service Level Agreement and the Information Security Plan set forth additional terms and conditions applicable to Customer's access to the Software and use of the Subscription Services. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Service Level Agreement or Information Security Plan, the provisions of the Service Level Agreement or Information Security Plan shall govern and control.

The Service Level Agreement can be found at: <https://www.infor.com/service-level-description>. While the Service Level Agreement may be changed from time to time, changes will not (i) change the Availability levels and associated credits, or the Triggering Event, (ii) decrease RPO/RTO, or (iii) cause any material decrease in the Support provided to Customer during the Subscription Term for which Customer has paid the applicable Subscription Fees.

The Information Security Plan can be found at: <https://www.infor.com/security-plan>. Changes to the Information Security Plan are allowed provided Infor maintains a comparable or better level of security in the aggregate for the Systems and Data (as defined in the Information Security Plan).



Cloud Services Agreement

Agreement ID: ICMSAAS_61541

This Cloud Services Agreement (the "Agreement") is between **Infor (US), LLC** ("Infor") and **City of Killeen** ("Customer") and entered as of the last signature date below. The parties agree as follows:

1. **Definitions.**

"Affiliate" means, with respect to either party, any entity that directly or through one or more intermediaries Controls, is Controlled by, or is under common Control with a party, where "Control" means the ownership of greater than 50% of such entity's voting interests.

"Applicable Law" means any applicable law, or declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any governmental authority, having the full force and effect of law.

"Authorized Users" means employees and contractors of Customer and its Affiliates.

"Cloud Services" means online access to (i) Infor's hosted Software-as-a-Service application identified in the applicable Order Form, including related features and functionality (the "Application"), as well as (ii) related Support.

"Confidential Information" means non-public information identified as, or would be reasonably understood to be, confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Cloud Services. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of Recipient; (ii) Discloser regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; or (iv) is independently developed by Recipient without use of Confidential Information.

"Customer Data" means information provided, entered or uploaded by Authorized Users into the Application.

"Data" means (i) Customer Data and (ii) Customer data provided to Infor for purposes of performing Professional Services and/or Support from within Infor's environment. Data is presumed to be Confidential Information of Customer.

"Discloser" means the party providing Confidential Information to the Recipient.

"Documentation" means the current documentation made generally available through the Infor support portal (or alternative online equivalent method) describing the features, functions, and operation of the Cloud Services.

"Information Security Plan" means the security plan at <https://www.infor.com/security-plan> setting forth the security measures with respect to the Cloud Services and Professional Services.

"Initial Subscription Term" means the initial subscription period set forth on the applicable Order Form.

"Intellectual Property Rights" means any and all rights in patents, copyrights, trademarks, trade secrets and service marks.

"Order Form" means any order form signed by the parties that references this Agreement pursuant to which Customer purchases Cloud Services.

"Personal Data" means personal information that identifies and/or can be used to identify an individual, or as further defined by applicable data protection laws. Personal Data is a subset of Data.

"Professional Services" is defined in Exhibit A to this Agreement. If Infor provides professional services under an existing Infor professional services agreement (as specified in the work order for such professional services) such professional services are not subject to this Agreement and all references herein to Professional Services are inapplicable.

"Professional Services Fees" means fees for Professional Services as set forth in the applicable Work Order.

"Recipient" means the party receiving Confidential Information of Discloser.

"Renewal Term" means any renewal term following expiration of the Initial Subscription Term.

"Subscription Fees" means the fees for the Cloud Services set forth on the applicable Order Form.

"Subscription Term" means the Initial Subscription Term or any Renewal Term, as applicable.

"Support" means, as more fully set out in the Order Form, (a) providing Customer with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) installing, when and if generally available, Updates; and (c) using reasonable efforts to correct or circumvent any deviation between the functionality of the Cloud Services and the Documentation. Support does not include Professional Services, including, without limitation, any of configuration, installation or implementation.

"Third Party Offerings" means products and services that interoperate with the Cloud Services and Customer (a) develops, or has developed, for itself (outside of development through Infor tooling/APIs), or (b) licenses under such third parties' own applicable license terms.

"Updates" means generally available updates, enhancements or modifications to the then current, general release version of the Application.

"User Restriction" means any limitation on the Application identified in an Order Form (e.g., number of Authorized Users or locations). User Restrictions are cumulative for all Authorized Users.

"UserID" means a unique user identification credential used in combination with a unique password to access the Cloud Services.

2. Rights and Restrictions.

- a. **Rights Grant by Infor.** Subject to this Agreement and the applicable Order Form, including applicable User Restrictions therein, Infor hereby grants Customer the right, for it and its Authorized Users, to access, in Infor's operating environment, the Cloud Services, during the Subscription Term, solely for the internal operations of Customer and its Affiliates. Customer shall ensure Authorized Users comply with this Agreement and shall be liable for any noncompliance by Authorized Users.
- b. **Affiliate Order Forms and Work Orders.** Affiliates of Customer may execute Order Forms and Work Orders under this Agreement, each of which shall constitute a separate, distinct and independent contract between Infor and the Customer Affiliate thereto. All references to the rights and obligations of Customer in this Agreement will apply to the Customer Affiliate that entered into such Order Form or Work Order. For clarity, such Affiliate Order Form shall be for a separate environment than existing Customer Order Forms. Infor shall only be entitled to enforce the rights and remedies under this Agreement against Affiliate in the event of a breach of such Order Form or Work Order by that Affiliate. For clarity, if the Affiliate is no longer an Affiliate of Customer, Order Forms and Work Orders signed by such Affiliate continue in effect under the terms of this Agreement.
- c. **Documentation.** Infor hereby grants Customer a non-exclusive, non-transferable license (without the right to sublease or sublicense) to make a reasonable number of copies of the Documentation for the internal operations of Customer and its Affiliates in accordance with this Agreement. Authorized Users must reproduce the unaltered Intellectual Property Rights notice(s) in any such copies.
- d. **Additional Restrictions.** Authorized Users are prohibited from (i) attempting, causing or permitting the reverse engineering, disassembly or de-compilation of the Cloud Services; (ii) using the Cloud Services to provide service bureau services to, or to otherwise provide data processing services for the benefit of, third parties; (iii) allowing the Cloud Services or Documentation to be used by, or disclosing all or any part of the Cloud Services or Documentation to, any person except Authorized Users; (iv) removing or altering any Intellectual Property Rights notice(s) embedded in, or that Infor otherwise provides with, the Cloud Services or Documentation; (v) violating or circumventing any restrictions specified in this Agreement or technological restrictions in the Cloud Services; or (vi) providing Data that violates third party rights.
- e. **Export Restrictions.** Customer acknowledges the Cloud Services are subject to U.S. export control laws and other applicable export and import laws. Authorized Users will not export, reexport, transfer, or use the Cloud Services in violation of applicable export or import laws, economic sanctions laws, or other Applicable Laws.

3. Cloud Services.

- a. **User Accounts.** Customer shall ensure unique UserIDs and passwords are assigned to each Authorized User and Customer shall be responsible for managing such UserIDs and passwords. Customer shall maintain, and shall cause its Authorized Users to maintain, the confidentiality of UserIDs and passwords. Customer is responsible for all activities undertaken with UserIDs registered on Customer's account. Customer will immediately notify Infor of any unauthorized use of UserIDs. UserIDs cannot be shared amongst different individuals.
- b. **Connectivity.** Customer is responsible for ensuring latency and available bandwidth from Authorized Users' devices to Infor's hosted routers are adequate to meet Customer's desired level of performance. Customer is responsible for securing connectivity to Infor's environment, including securing VPN connectivity for single tenancies.
- c. **Customizations.** Customizations are not possible in a multi tenancy. "Customizations" means modifications to the generally available Application, other than extensions via the standard user interface or tools included in the generally available Application.
- d. **Service Level Agreement.** The service level agreement at: <https://www.infor.com/service-level-description> discusses availability, scheduled maintenance, business continuity, disaster recovery, and Support.
- e. **Reservation of Rights.** Subject to the limited rights expressly granted by this Agreement, Infor and its third party licensors reserve all of their right, title and interest in and to the Cloud Services.
- f. **Abrogation of Support.** Infor has no Support obligations to the extent caused by (i) any Third Party Offerings (however, for clarity, Infor will use reasonable efforts to resolve any issue caused by any Third-Party Offering); or (ii) issues resulting from or arising out of professional services performed other than by Infor.
- g. **Infor AI.** Customer may choose to enable certain Applications offering artificial intelligence, machine learning, and/or generative AI functionality ("Infor AI") by affirmatively consenting to the Infor AI Terms and Conditions available at www.infor.com/data-protection-agreements. Such terms state Infor cannot use Infor AI inputs or outputs to train Infor AI unless Customer requests or consents. If Customer has separately executed standalone AI Terms and Conditions with Infor, upon such future enablement the definition of Infor AI in the separately executed standalone AI Terms and Conditions shall automatically be updated to include such new AI functionality. Customer can choose to disable use of previously enabled Infor AI functionality at any time via the Cloud Self Service Portal. For clarity, disabling AI functionality does not entitle Customer to a refund, and does not cancel remaining commitments under the Order Form, which remain payable.

Infor uses Infor AI in the course of providing Support. Customer Confidential Information is not used to train such Infor AI and is not stored longer than as necessary to provide the Support. Customer can request Infor to not use such Infor AI at any time via, with respect to Support, logging into the Infor Customer Portal via Infor Concierge and, under Account Settings, opting out of Support Case Analytics.

4. **Payment and Taxes.**

- a. **Fees.** Payment terms are specified in the Order Form or Work Order. Customer shall be responsible for reasonable fees associated with third party collection efforts actually incurred by Infor as a result of Customer's failure to pay on time. After the Initial Subscription Term, Subscription Fees are subject to annual adjustment. Renewal Subscription Fees are due prior to the commencement of the Renewal Term. Except as otherwise set forth in this Agreement, all payments are non-refundable.
- b. **Taxes.** Customer is responsible for paying all sales taxes relating to this Agreement. Applicable sales tax amounts (if any) are not included in the fees set forth on any Order Form or Work Order. Infor will invoice Customer for applicable sales tax amounts.
- c. **Invoice Dispute.** Infor will not exercise its suspension or termination rights with respect to non-payment by Customer if Customer reasonably disputes the applicable fees in writing and in good faith and is cooperating diligently to resolve the dispute. Invoices will be sent to the electronic address identified in the Order Form. However, if the parties are unable to resolve such a dispute by the due date, each party shall have the right to seek any remedies it may have under this Agreement. For clarity, any undisputed amounts must be paid in full.

5. **Warranties.**

- a. **Limited Warranties.** Infor warrants that, during the Subscription Term, (i) the Cloud Services will operate materially consistent with the Documentation and (ii) Updates will not result in a material loss in key functionality (Updates that require a different look and feel, or manner, to achieve similar functionality, or

changes to programming language consistent with industry standards, are not a material loss in functionality). If Infor remains in breach of either such warranty after good faith efforts following Customer written notification to Infor, which notification must be given to Infor within 60 days of the alleged breach, providing reasonable detail for Infor to be able to recreate the nonconformance Customer may elect to terminate the access rights for the affected Cloud Services pursuant to Section 8b, in which case Infor shall promptly refund to Customer the portion of the Subscription Fee paid to Infor from the date of the breach for the affected Cloud Services giving rise to the warranty claim.

- b. **Abrogation of Limited Warranty.** Infor will have no obligation under this Section 5 to the extent any alleged breach of warranty is caused by: (i) Customizations (which for clarity are only allowed in single tenancies on mutual agreement of Customer and Infor); (ii) any Third Party Offerings; or (iii) issues resulting from or arising out of professional services performed other than by Infor.
- c. **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 OR EXHIBIT A (IF APPLICABLE) NEITHER INFOR NOR ITS THIRD PARTY LICENSORS MAKE ANY OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO CLOUD SERVICES OR PROFESSIONAL SERVICES. INFOR AND ITS THIRD PARTY LICENSORS EXPLICITLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR AND ITS THIRD PARTY LICENSORS EXPRESSLY DO NOT WARRANT THAT ANY CLOUD SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET CUSTOMER'S REQUIREMENTS.**
- d. **FAILURE OF ESSENTIAL PURPOSE. THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 9 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

6. **Confidential Information.**

- a. Recipient will take reasonable measures designed to prevent the unauthorized use or disclosure of Discloser's Confidential Information, including, at a minimum, those measures Recipient takes to protect its own Confidential Information of a similar nature. Infor will use and disclose Customer's Confidential Information only to its employees, Affiliates, and contractors ("Infor Representatives") and to the extent necessary to further and fulfill the purposes of this Agreement. Customer will use and disclose Infor's Confidential Information only to its Authorized Users and to the extent necessary to further and fulfill the purposes of this Agreement. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of 10 years after termination of any applicable Order Form or Work Order.
- b. Recipient shall be responsible for any breach of the confidentiality terms contained in this Section by any of its, in the case of Infor, Infor Representatives and, in the case of Customer, Authorized Users, and shall ensure such Infor Representatives, or Authorized Users, are bound by confidentiality obligations no less restrictive than those herein.
- c. If Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if Recipient should be advised by counsel of any obligation to disclose such Confidential Information, Recipient shall provide Discloser with prompt notice of such request or advice (if allowed by law) so Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, Recipient shall provide only that portion of Discloser's Confidential Information which is legally required to be provided and use reasonable efforts to assure the information is maintained in confidence by the party to whom it is furnished.
- d. The Data Protection Agreement for Customers V 5.24 and located at www.infor.com/data-protection-agreements is hereby incorporated by reference with the same force and effect as though fully set forth herein. The parties agree that signatures to the Agreement are deemed signatures to the Data Protection Agreement and the Standard Contractual Clauses (if applicable).

7. **Indemnity by Infor.**

- a. Infor will defend, indemnify and hold harmless Customer and its Affiliates (the "Indemnitees") from and against any loss, cost and expense to the extent arising from a third party claim against the Indemnitees ("Claim") (1) that the Cloud Services or Work Product infringe any Intellectual Property Rights of others; or (2) resulting from disclosure of Data in breach of this Agreement or, as applicable, the Order Form or Work Order, to the extent caused by Infor's breach of the Information Security Plan or Data Protection Agreement.

- b. Infor's obligations under this Section are expressly conditioned on the following: (1) Customer must promptly notify Infor of any such Claim; (2) Customer must, in writing, grant Infor sole control of the defense of any such Claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Customer or an admission of guilt by Customer; and (3) Customer must reasonably cooperate with Infor to facilitate the settlement or defense of the Claim. If Customer chooses to represent its own interests in any such Claim, Customer may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the Claim and negotiate its settlement or compromise.
- c. Notwithstanding the foregoing, Infor will not be obligated under this Section to the extent the Claim arises from (1) Customizations (which for clarity are only allowed in single tenancies on mutual agreement of Customer and Infor); (2) any Third Party Offerings; or (3) Work Product containing Customer provided information or customized per Customer direction.
- d. If the Cloud Services or Work Product are, or in Infor's opinion are likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (1) obtain for Customer the right to continue using the Cloud Services or Work Product per the terms of this Agreement and, as applicable, Order Form or Work Order; (2) replace the Cloud Services or Work Product with products or services that are substantially equivalent in function, or modify the Cloud Services or Work Product so they become non-infringing and substantially equivalent in function; or, if (1) or (2) are not available on commercially reasonable terms, (3) terminate the applicable Order Form (with respect to Cloud Services) or Work Order (with respect to Work Product) and refund to Customer (a) with respect to Cloud Services, the un-used portion of the paid Subscription Fee, if any, for the Cloud Services giving rise to the Claim or (b) with respect to Work Product, an equitable portion of the paid Professional Services Fees with respect to such infringing Work Product. **THIS SECTION SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. Term and Termination.

- a. Term. The Initial Subscription Term will be specified in the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least 90 days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be (Infor will notify Customer at least 30 days prior to the notice period of the Renewal Term and the next Subscription Fee). Except as otherwise expressly set forth in this Agreement, the Subscription Term cannot be terminated prior to its expiration date. Following 30 business days' prior written notice, Infor reserves the right to suspend access to the Cloud Services in the event of any past due Subscription Fees.
- b. Right of Termination. If either party breaches any material obligation in this Agreement (excluding Exhibit A) and/or an Order Form and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate the applicable Order Form by providing written notice to the breaching party. If all Order Forms and Work Orders under this Agreement are expired or terminated, this Agreement may also be terminated by a party providing the other written notice of termination.
- c. Effect of Termination. Upon the effectiveness of expiration or termination of an Order Form, Customer's rights to the Cloud Services shall immediately terminate. Expiration or termination of an Order Form will not release either party from making payments which may be owing to the other party through the effective date of such expiration or termination. Termination of an Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein. If an Order Form is terminated due to a breach by Infor pursuant to Section 8(b), Customer shall be entitled to a refund, on a pro rata basis, of any prepaid Subscription Fees under such Order Form applicable to the unused portion of the then current Subscription Term following the effective date of termination.
- d. Transition Assistance. Customer may request services to facilitate the orderly wind down of the Application hosting to assist Customer or Customer's designee to transition and migrate to an alternative third party pursuant to terms of a mutually agreed to Work Order (the "Transition-out Services"). During the term of Transition-out Services beyond the expiration of any then scheduled Subscription Term, the Subscription Term will renew for up to 12 months pursuant to the terms of this Agreement and applicable Order Form, including pricing.
- e. Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitations of liability, and such other terms which by their nature survive termination, will survive termination or expiration of an Order Form or Work Order.

9. LIMITATIONS OF LIABILITY.

- a. **LIMITED LIABILITY.** EXCEPT WITH RESPECT TO THE "EXCLUDED LIABILITIES" (DEFINED BELOW) THE TOTAL LIABILITY OF EITHER PARTY AND ITS AFFILIATES, AND INFOR'S THIRD PARTY LICENSORS, WHATEVER THE BASIS OF LIABILITY, IN CONNECTION WITH OR RELATED TO (1) CLOUD SERVICES WILL NOT EXCEED 2 TIMES THE SUBSCRIPTION FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE CLOUD SERVICES GIVING RISE TO THE LIABILITY AND/OR (2) PROFESSIONAL SERVICES WILL NOT EXCEED 2 TIMES THE PROFESSIONAL SERVICES FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE PROFESSIONAL SERVICES GIVING RISE TO LIABILITY.
 - b. **EXCLUSION OF DAMAGES.** EXCEPT WITH RESPECT TO THE EXCLUDED LIABILITIES, IN NO EVENT WILL EITHER PARTY, OR ITS AFFILIATES OR INFOR'S THIRD PARTY LICENSORS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE DAMAGES.
 - c. **EXCLUDED LIABILITIES.** THE TERM "EXCLUDED LIABILITIES" MEANS: (I) INFOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, EXCEPT AS RELATED TO CLAUSE (II) FOLLOWING; (II) DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, WHICH LIABILITY SHALL BE SUBJECT TO SECTION (d) BELOW; (III) CUSTOMER'S OBLIGATION TO PAY AMOUNTS DUE UNDER A COMMITTED SUBSCRIPTION TERM; (IV) CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF INFOR'S INTELLECTUAL PROPERTY RIGHTS; AND (V) A PARTY'S WILLFUL MISCONDUCT.
 - d. **UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION.** WITH RESPECT TO DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, THE TOTAL LIABILITY OF THE BREACHING PARTY, ITS AFFILIATES, AND INFOR'S THIRD PARTY LICENSORS, INCLUDING, WITH RESPECT TO INFOR, PAYMENTS PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED 5 TIMES THE FEES PAID TO INFOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE UNDER THE APPLICABLE ORDER FORM OR WORK ORDER. TO THE EXTENT SUCH BREACH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF PERSONAL DATA, DAMAGES SHALL INCLUDE (1) THE COSTS OF PROVIDING NOTICE TO AFFECTED PERSONS, (2) THE COST OF ESTABLISHING AND OPERATING A CALL CENTER TO FIELD INQUIRIES RELATED TO SUCH UNAUTHORIZED DISCLOSURE FOR UP TO 12 MONTHS; AND (3) THE COST OF PROVIDING CREDIT MONITORING SERVICES TO AFFECTED PERSONS, IN EACH CASE TO THE EXTENT REQUIRED BY APPLICABLE LAW AND ACTUALLY INCURRED. INFOR SHALL HAVE NO LIABILITY TO THE EXTENT THE UNAUTHORIZED DISCLOSURE RESULTED FROM A THIRD PARTY OFFERING.
10. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when sent by overnight courier. Notices to Customer must be sent to its address shown on the signature page of this Agreement, or to such other place as it may subsequently designate in writing. Notices to Infor must be sent to Infor, Attention: General Counsel, 244 Perimeter Center Pkwy NE, Suite 400, Atlanta, GA 30346 and legalnotices@infor.com, or to such other place as it may subsequently designate in writing.
11. **Force Majeure.**
- a. Neither party will be liable to the other for any failure or delay in performance under this Agreement (including any Order Form or Work Order) due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, pandemic, international sanctions, or the threat of any of the foregoing (a "Force Majeure Event").
 - b. A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event preventing its performance, provide written notice to the other party specifying the details in such regard (a "Force Majeure Notice"). If, within 15 days following a party's provision of a Force Majeure Notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.

12. **Assignment.** Neither party may assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other. Notwithstanding the foregoing, a party may, upon written notice to the other, and without the other's prior consent, assign or transfer this Agreement (including all Order Forms and Work Orders) to (i) an Affiliate, or (ii) its successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assigning party is not in breach of this Agreement and such successor has agreed, in writing to the non-assigning party, to assume all obligations of the assigning party hereunder. Any such assignment by Customer must be in its entirety; Infor may assign partially to effectuate a change of control with respect to a product or business line. Any attempted assignment or transfer in violation of the foregoing will be void.
13. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.
14. **Choice of Law; Severability; Jury Trial.** This Agreement, and all related disputes and claims hereto, shall be governed by the laws of the State of Delaware, without reference to its conflict of laws provisions thereof. Each party agrees that resolution of any dispute arising out of or relating to this Agreement shall be exclusively resolved in the United States District Court sitting at the capital of the state in which Customer maintains its principal place of business, except where that court lacks subject matter jurisdiction. The parties consent to personal jurisdiction before said court for purposes of this Agreement. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken and the remaining provisions of this Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods shall not apply to the interpretation or enforcement of this Agreement. Other than with respect to a breach of Section 6 (Confidential Information) or any actual or threatened misappropriation or infringement of Intellectual Property Rights, a party is not entitled to seek injunctive relief. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF THE ACTION.
15. **Usage check.** Infor will check usage of Customer's compliance with this Agreement and Order Forms. If Customer has exceeded the permitted scope of use, then Customer will promptly pay Infor any underpaid Subscription Fees associated with such overuse based on any valid price option then in effect in the Order Form for additional usage or, if none, Infor's then current rates for such usage.
16. **Independent Contractors.** Infor and Customer are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them.
17. **Insurance.** During the Subscription Term Infor will maintain insurance coverage as described at <https://dam.infor.com/api/public/content/a140f29cc818435786443a746bb5410d?v=cb16ce4b>.
18. **Compliance with Laws.** In relation to the Cloud Services and Professional Services, each party will comply with Applicable Law, as applicable to it. Cloud Services or Professional Services do not include or consist of legal advice or consulting with respect to matters of legal or regulatory compliance. Infor shall have no obligation or liability whatsoever for any loss, damage, cost or expense incurred by Customer as a result of Customer's failure to comply with the laws and regulations applicable to its business.
19. **Feedback.** Customer may provide suggestions, enhancement requests, recommendations or other feedback about the Cloud Services, Professional Services or Work Product to Infor ("Feedback"). If Customer provides Feedback, then Infor and its Affiliates may use that Feedback without restriction and without obligation to Customer.
20. **Miscellaneous.** This Agreement together with any Order Form and Work Order, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings, including but not limited to proposals, presentations, and demonstrations, between the parties about its subject matter. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Each party acknowledges that, in entering into this Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in this Agreement. Any purchase order or similar document that may be issued by Customer in connection with this Agreement does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. An Order Form or Work Order may be signed by an Infor Affiliate, in which case references to "Infor" in such Order Form or Work Order refer to such Affiliate. This Agreement, any Order Form, or Work Order, and any signed agreement entered into in connection herewith or contemplated hereby may be executed in counterparts. The parties agree that electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution

of this Agreement and further agree the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

For: Infor (US), LLC

For: City of Killeen

(Infor)

(Customer or Licensee)

DocuSigned by:

Bogdan Sterian

7186D49B6A704B0...

Signature

Signature

Bogdan Sterian

Kent Cagle

Type or Printed Name

Type or Printed Name

Sr. Director

Interim City Manager

Title

Title

06 August 2026 | 03:43:48 EDT

Signature Date

Signature Date

Customer Address for Notices

101 College St

Address 1

Address 2

Address 3

Address 4

Killeen, TX, 76541-6105

City/State/Postal Code

Exhibit A
(Professional Services)

Infor's provision of Professional Services is subject to this Agreement, including the additional terms below.

1. Definitions.

"Professional Services" means the professional services Infor may provide Customer under this Agreement, including any Work Order. Professional Services expressly excludes Cloud Services.

"Work Order" means each work order signed by the parties referencing this Agreement, describing the Professional Services to be performed, and the rate(s) therefore.

- 2. Work Orders.** Infor may provide Customer with Professional Services as set forth in a Work Order. Infor is under no obligation to perform any Professional Services other than pursuant to a Work Order. However, if Infor performs Professional Services at the direction of Customer and the parties have not signed a Work Order for such Professional Services, such Professional Services shall be subject to all terms and conditions herein and Infor's then current rates for such Professional Services shall apply. Infor may provide Professional Services through its third-party contractors, and is responsible for all their actions.
- 3. Scheduling and Cancellation of Scheduled Professional Services.** While Infor will try to schedule Professional Services on the date(s) requested by Customer, Customer should make staffing requests at least 4 weeks in advance to increase the likelihood the requested date(s) can be reserved. After Professional Services have been scheduled, Customer will be obligated to pay for any related travel and living expenses to the extent such travel and living expenses are non-refundable.
- 4. Conditions on Providing Professional Services.** Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must provide Infor with such cooperation, information, facilities, equipment and support as are reasonably necessary for Infor to provide the Professional Services. Unless otherwise stated in a Work Order, Infor owns and shall own all proprietary rights to any work product provided as part of the Professional Services under this Agreement, including any Work Order (the "Work Product"); however, to the extent such Work Product contains Customer Confidential Information, Customer shall continue to own all proprietary rights in such Customer Confidential Information. Infor grants Customer a non-exclusive, non-transferable license to make a reasonable number of copies of the Work Product for the internal operations of Customer and its Affiliates. Customer acknowledges and agrees it shall be solely responsible for any third-party contractors, consultants, or vendors ("Customer Contractors") Customer engages in connection with professional services, and Infor shall have no liability for the acts or omissions of any Customer Contractors, nor for any professional services delays, changes, or impacts caused directly or indirectly by Customer Contractors.
- 5. Payment of Professional Services Fees.** Unless otherwise stated in the applicable Work Order, Infor will invoice Customer for all Professional Services Fees and applicable sales taxes and charges on a monthly basis, as Infor renders the Professional Services or Customer incurs the charges, as applicable. Customer will reimburse Infor for actual travel and living expenses that Infor incurs in providing Professional Services.
- 6. Limited Professional Services Warranty and Remedy for Breach.** Infor warrants it will render all Professional Services with reasonable care and skill. If Customer notifies Infor of a breach of the foregoing warranty, Infor will re-perform such Professional Services in compliance with the foregoing warranty. Customer must provide notice to Infor of any warranty claim within 12 months of Infor's provision of the Professional Services that are subject to the warranty claim.
- 7. Right of Termination.** If either party breaches any material obligation in a Work Order, and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate such Work Order, but may not otherwise terminate this Agreement or the Subscription Term or other Work Orders on the basis of such breach. Termination of a Work Order will not release either party from making payments which may be owing to the other party under the terms of the Work Order through the effective date of such termination. Termination of a Work Order will be without prejudice to the terminating party's other rights and remedies pursuant to the Agreement, unless otherwise expressly stated herein.



BOOKING AND EVENT MANAGEMENT SOFTWARE

RS-26-126

August 18, 2026

Background

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- Killeen Civic & Conference Center (KCCC) and Killeen Arts & Activities Center (KAAC) has utilized an event management software for more than 21 years.
- The software is utilized for the following:
 - ▣ Event scheduling, customer management, contracts, invoicing, deposits, and reporting.
 - ▣ Operational coordination between booking, event, and finance functions.
 - ▣ Manage multiple venues and revenue generating activities.
- The current booking management software agreement terminates September 30, 2026.

Request for Proposal 26-19

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- Venue Booking and Event Management Software Request for Proposal (RFP) 26-19 was advertised as follows:
 - ▣ City of Killeen website May 11th - June 3rd, 2026.
 - ▣ Killeen Daily Herald on May 10th and 17th, 2026.
- The RFP was issued for an initial five-year contract.
 - ▣ The selected vendor agreed to an initial 3 year with an option to renew (2) additional terms of (1) year each (total 5 years).

Proposals Received

4

- Eight (8) proposals were received.
 - ▣ AC5 Labs
 - ▣ Bright Vision Abled Tech, LLC
 - ▣ Concourse Tech, Inc
 - ▣ Infor, LLC
 - ▣ Kaizen Laboratories, Inc
 - ▣ S.J. Computers, Inc
 - ▣ Time.ly Network USA, LLC
 - ▣ UB Holdings, LLC

Proposal Scoring

5

Vendor	Score
Concourse	84.8
Time.ly	84.2
Infor, LLC	79.6
UB Holdings	78.8
Bright Vision	70.8
Kaizen Lab	61
AC5 Labs	60.6
S.J. Computers	59

Demonstrations

6

- ❑ The top three proposal submissions were invited to provide a demonstration to staff.
- ❑ Each demonstration was evaluated based on:
 - ▣ Overall functionality and ease of use.
 - ▣ Ability to support KCCC and KAAC daily operations.
 - ▣ Booking, contract, and event management capabilities.
 - ▣ Financial and reporting functionality.
 - ▣ Overall demonstration and user experience.

Infor, LLC

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- Infor, LLC is a global provider of cloud-based business software.
- Infor Management Experience:
 - ▣ Cloud based sales and event management solutions.
 - ▣ Supports venue bookings, contracts, online reservations, payments, invoicing, and reporting.
 - ▣ Contracted with conventions centers, arenas, public sector organizations for booking management software services.

Recommendation

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- Staff recommends that City Council award RFP 26-221, to Infor in the amount of \$108,350.02, and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.



City of Killeen

Staff Report

File Number: RS-26-127

Consider a memorandum/resolution approving the investment reports for the quarter ended June 30, 2026.

DATE: August 18, 2026

TO: Kent Cagle, Interim City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Quarterly Investment Report

BACKGROUND AND FINDINGS:

The attached investment reports summarize all investment activity for the quarter ending June 30, 2026. The highlights of the report are as follows:

Quarter ended June 30, 2026:

	Jan - Mar 2026	April - June 2026	Change
Interest Income	\$3,211,216	\$2,981,621	-7.15%
Investment Balance	\$312,300,790	\$287,484,429	-7.95%
Average Yield	3.98%	3.96%	-0.50%

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

The City of Killeen's investment policy requires that a quarterly report of investment activity be submitted to the City Council within a reasonable time after the end of each quarter. The quarterly report includes a detailed description of the investment position of the City, summarizes the investment activity in each pooled fund group, states the total rate of return on the investment portfolio, and contains information regarding the market value and book value of each separately invested asset.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

N/A

Is this a one-time or recurring revenue/expenditure?

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

N/A

RECOMMENDATION:

City Council approve the attached investment reports for the quarter that ended June 30, 2026.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Quarterly Investment Report
Presentation



PUBLIC FUNDS ADVISORY

City of Killeen

Quarterly Investment Report

PRESENTED BY:

SCOTT GRUBER, CMT – MANAGING DIRECTOR, ADVISORY SERVICES

JUNE 30, 2026



Compliance Certification



The undersigned have acknowledged that they have reviewed this quarterly investment report for the period ending June 30, 2026. The City officials designated as investment officers by the City’s Investment Policy attest that all investments are in compliance with the Texas Public Funds Investment Act and the City’s Investment Policy.

Executive Director of Finance

Assistant Director of Executive Finance

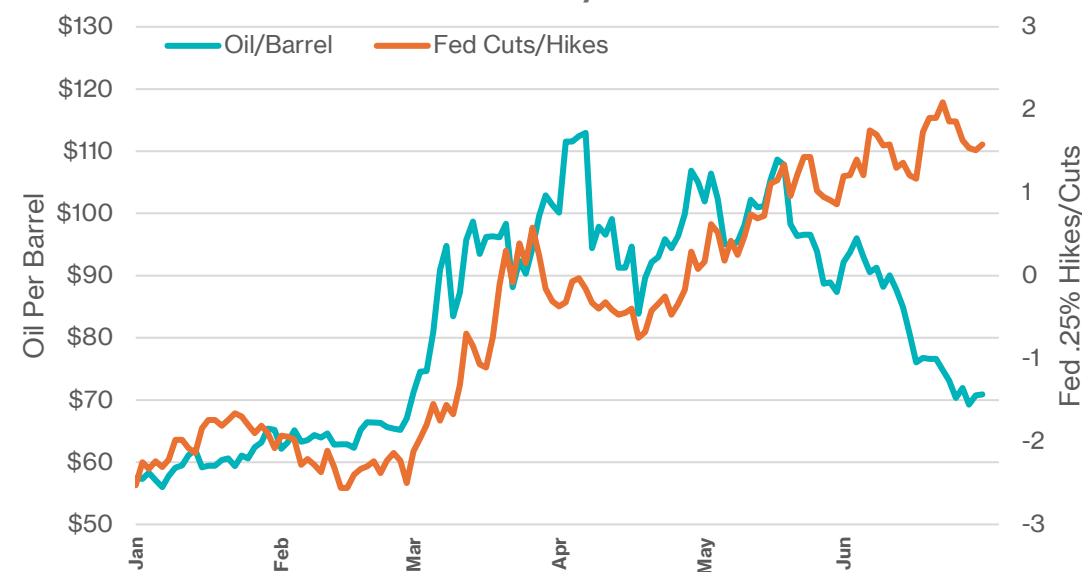
Controller

OBSERVATIONS AND EXPECTATIONS

- The Fed delivers a hawkish tone at the June FOMC meeting
- Headline CPI is at the highest level since 2023 primarily due to energy price increases
- U.S. economic growth looks strong for the second quarter of 2026
- Shorter-term interest rates increased in June with a Fed hike projected later this year

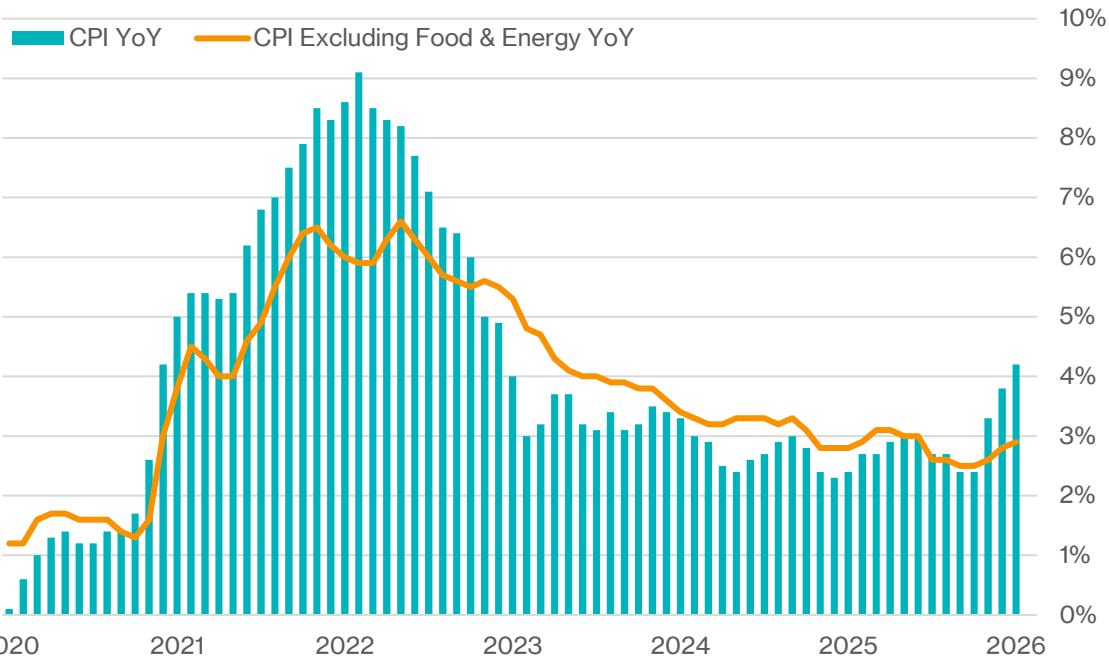
- At the end of February (prior to the Iran conflict), the futures market was pricing in approximately 2.5 quarter point cuts by December 2026.
- At the end of June, futures market data were projecting the Fed to hike later this year.

Price of Oil vs. Number of Fed Hike/Cuts Over the Next 12 Months



- Q1 2026's GDP was recently revised up from 1.6% to 2.1%.
- This growth surge was primarily driven by lower imports and stronger business investment, even though underlying consumer spending was weak.
- Q2 2026 GDP is projected by Bloomberg surveyed economists to be 2.5%.

U.S. Consumer Price Index



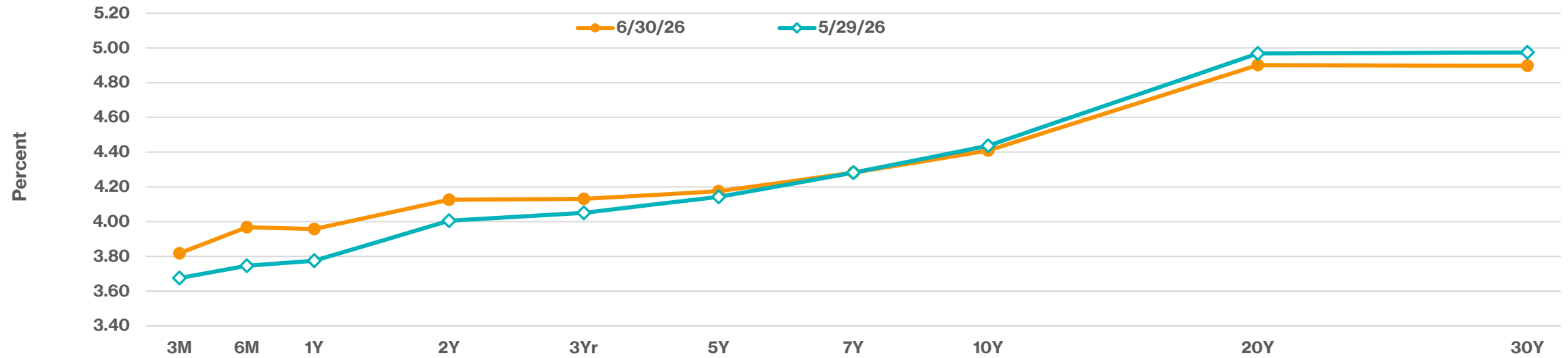
Real GDP QoQ



SOURCE: BLOOMBERG

- U.S. inflation data released in May, accelerated to the fastest pace since 2023.
- A surge in energy prices accounted for most of the recent advance.
- However, the recent decline in oil prices should push inflation's rate of change lower for June.

U.S. Treasury Yield Curve Change



Basis Point Change





PORTFOLIO REVIEW

Quarterly Portfolio Summary – All Funds



This quarterly report is prepared in compliance with the Investment Policy and Strategy of the City of Killeen and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of March 31, 2026		Portfolio as of June 30, 2026	
Beginning Book Value	\$312,489,452	Ending Book Value	\$287,731,570
Beginning Market Value	\$312,971,335	Ending Market Value	\$286,960,871
Unrealized Gain/(Loss)	\$481,883	Unrealized Gain/(Loss)	(\$770,699)
		Change in Unrealized Gain/(Loss)	(\$1,252,582)
Weighted Average Maturity	481 days	Weighted Average Maturity	557 days
Weighted Average Yield	3.98%	Weighted Average Yield	3.96%

Portfolio Market Value by Fund	3/31/2026	6/30/2026	Change
Pooled Investments	\$312,782,672.29	\$286,713,729.77	(\$26,068,942.52)
Enterprise Funds	\$313.03	\$341.05	\$28.02
General Fund	<u>\$188,349.66</u>	<u>\$246,800.26</u>	<u>\$58,450.60</u>
Total	\$312,971,334.98	\$286,960,871.08	(\$26,010,463.90)

Portfolio Summary – Investment Pool

As of 6/30/2026



Your Portfolio

Cash/LGIPs	\$80,081,866
Securities Book Value	\$207,402,563
Total Portfolio Book Value	\$287,484,429

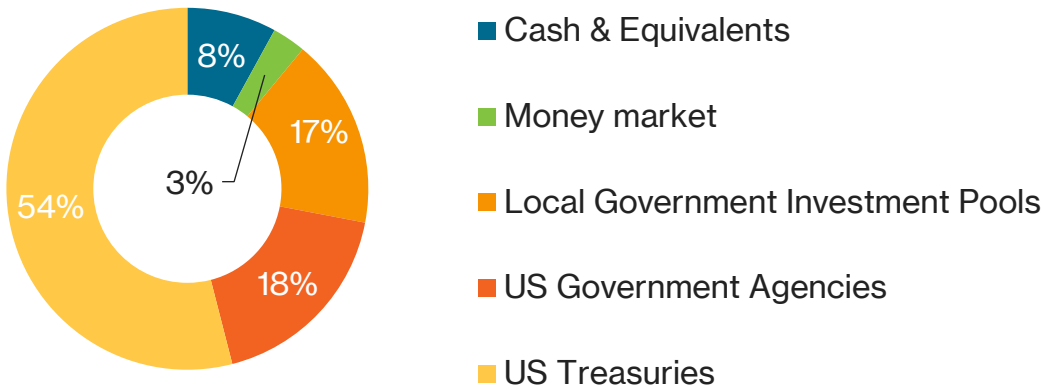
Your Securities

Weighted Average Maturity	1.53 years
Weighted Average Yield	3.96%

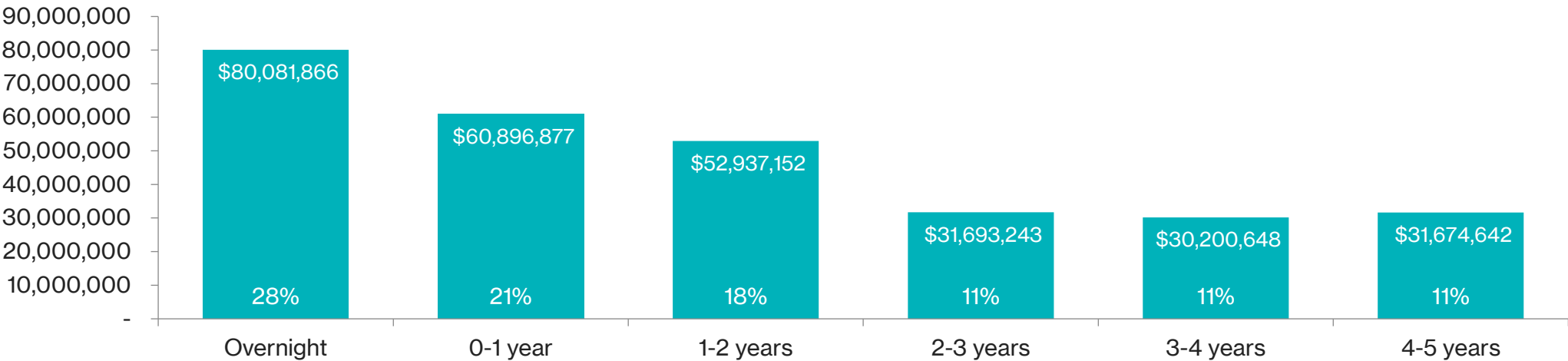
Interest Earnings:

Quarterly Interest Earned	\$2,981,621
Year-to-date Interest Earned	\$9,291,626

Your Asset Allocation

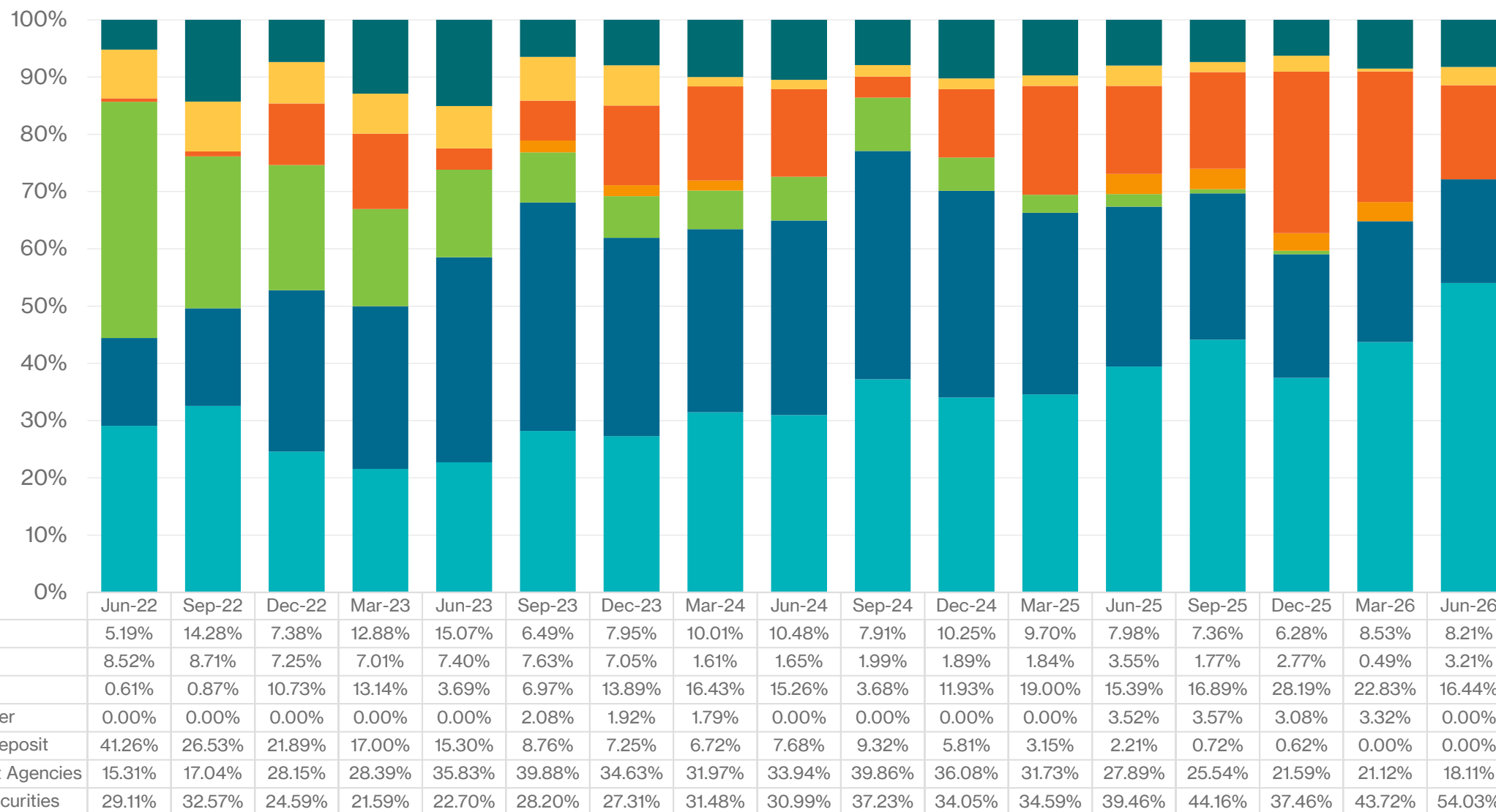


Your Maturity Distribution



YIELD AND INTEREST INCOME INFORMATION IS ANNUALIZED. ALL YIELD INFORMATION IS SHOWN GROSS OF ANY ADVISORY AND CUSTODY FEES AND IS BASED ON YIELD TO MATURITY AT COST. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE RESULTS.

Asset Composition



Meeder Public Funds, Inc. is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Past performance does not guarantee future results. Opinions and forecasts are all subject to change at any time, based on market and other conditions, and should not be construed as a recommendation of any specific security. Investing in securities involves inherent risks, including the risk that you can lose the value of your investment. Any forecast, projection, or prediction of the market, the economy, economic trends, and fixed-income markets are based upon current opinion as of the date of issue and are also subject to change. Opinions and data presented are not necessarily indicative of future events or expected performance. Meeder Public Funds, Inc. cannot and does not claim to be able to accurately predict the future investment performance of any individual security or of any asset class. There is no assurance that the investment process will consistently lead to successful results. The investment return and principal value of an investment will fluctuate, thus an investor's shares, or units, when redeemed, may be worth more or less than their original cost.

Meeder Public Funds
901 Mopac Expressway South
Building 1, Suite 300
Austin, TX 78746

866.633.3371



M E E D E R

PUBLIC FUNDS

MeederPublicFunds.com



PUBLIC FUNDS ADVISORY

City of Killeen

Quarterly Investment Report

PRESENTED BY:

SCOTT GRUBER, CMT – MANAGING DIRECTOR, ADVISORY SERVICES

JUNE 30, 2026

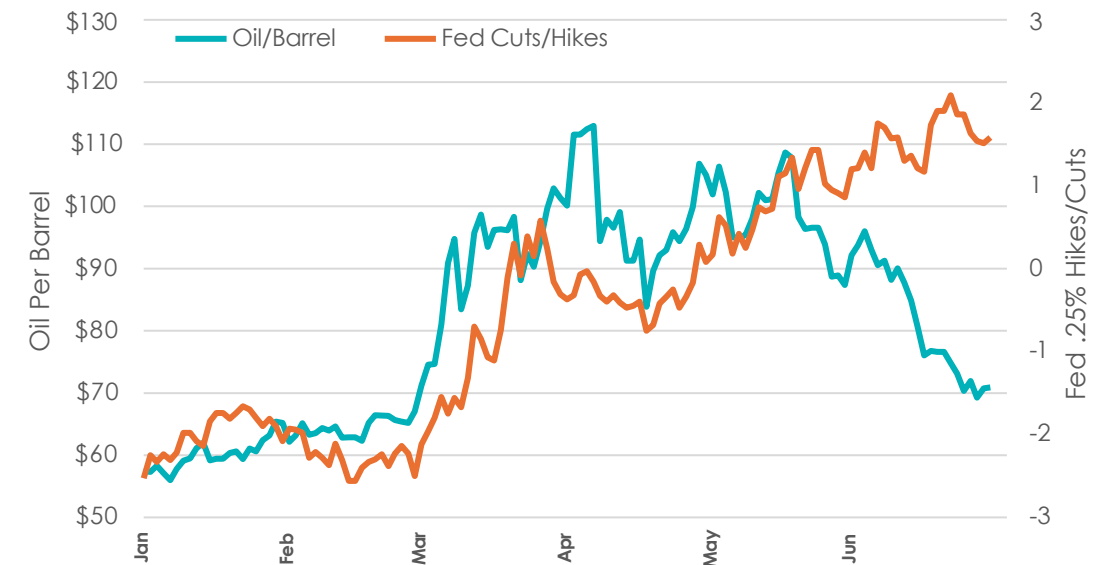


OBSERVATIONS AND EXPECTATIONS

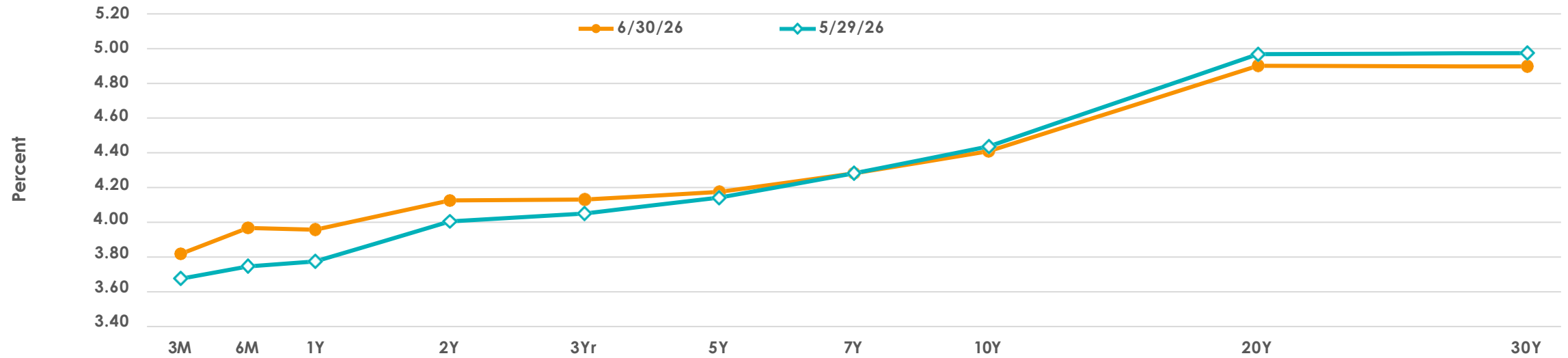
- The Fed delivers a hawkish tone at the June FOMC meeting
- Headline CPI is at the highest level since 2023 primarily due to energy price increases
- U.S. economic growth looks strong for the second quarter of 2026
- Shorter-term interest rates increased in June with a Fed hike projected later this year

- At the end of February (prior to the Iran conflict), the futures market was pricing in approximately 2.5 quarter point cuts by December 2026.
- At the end of June, futures market data were projecting the Fed to hike later this year.

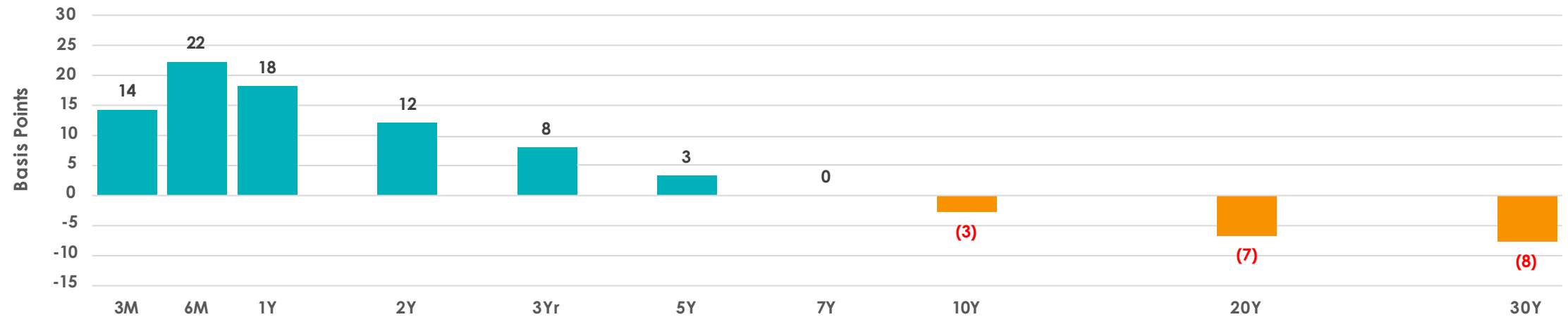
Price of Oil vs. Number of Fed Hike/Cuts Over the Next 12 Months



U.S. Treasury Yield Curve Change



Basis Point Change



Quarterly Portfolio Summary – All Funds



This quarterly report is prepared in compliance with the Investment Policy and Strategy of the City of Killeen and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of March 31, 2026		Portfolio as of June 30, 2026	
Beginning Book Value	\$312,489,452	Ending Book Value	\$287,731,570
Beginning Market Value	\$312,971,335	Ending Market Value	\$286,960,871
Unrealized Gain/(Loss)	\$481,883	Unrealized Gain/(Loss)	(\$770,699)
		Change in Unrealized Gain/(Loss)	(\$1,252,582)
Weighted Average Maturity	481 days	Weighted Average Maturity	557 days
Weighted Average Yield	3.98%	Weighted Average Yield	3.96%

Portfolio Market Value by Fund	3/31/2026	6/30/2026	Change
Pooled Investments	\$312,782,672.29	\$286,713,729.77	(\$26,068,942.52)
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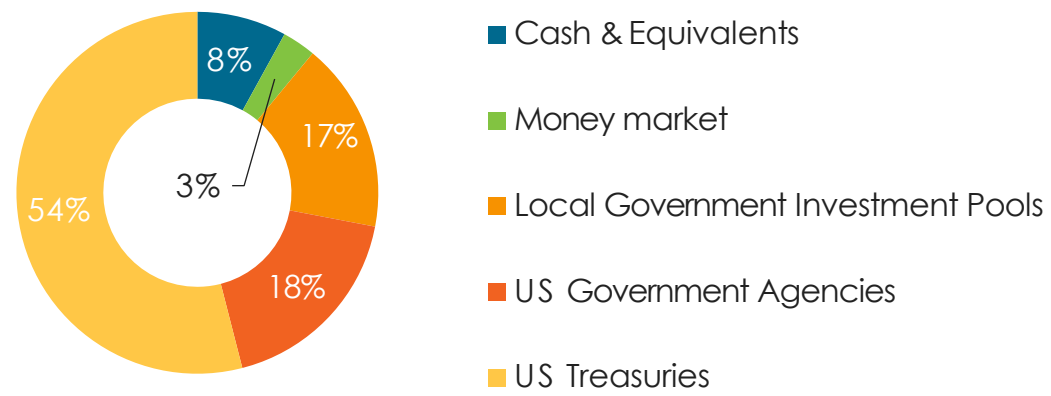
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Weighted Average Maturity	1.53 years
Weighted Average Yield	3.96%

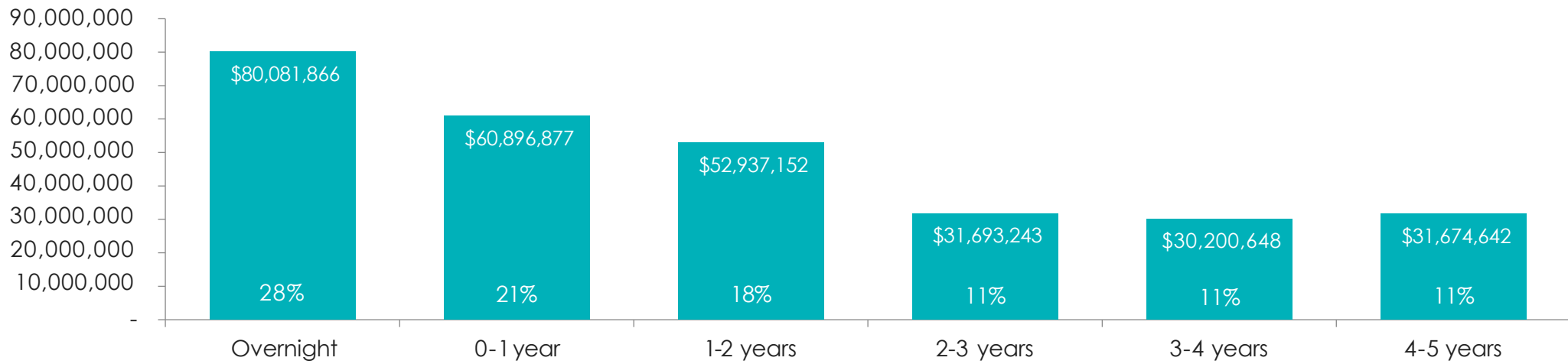
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Quarterly Interest Earned	\$2,981,621
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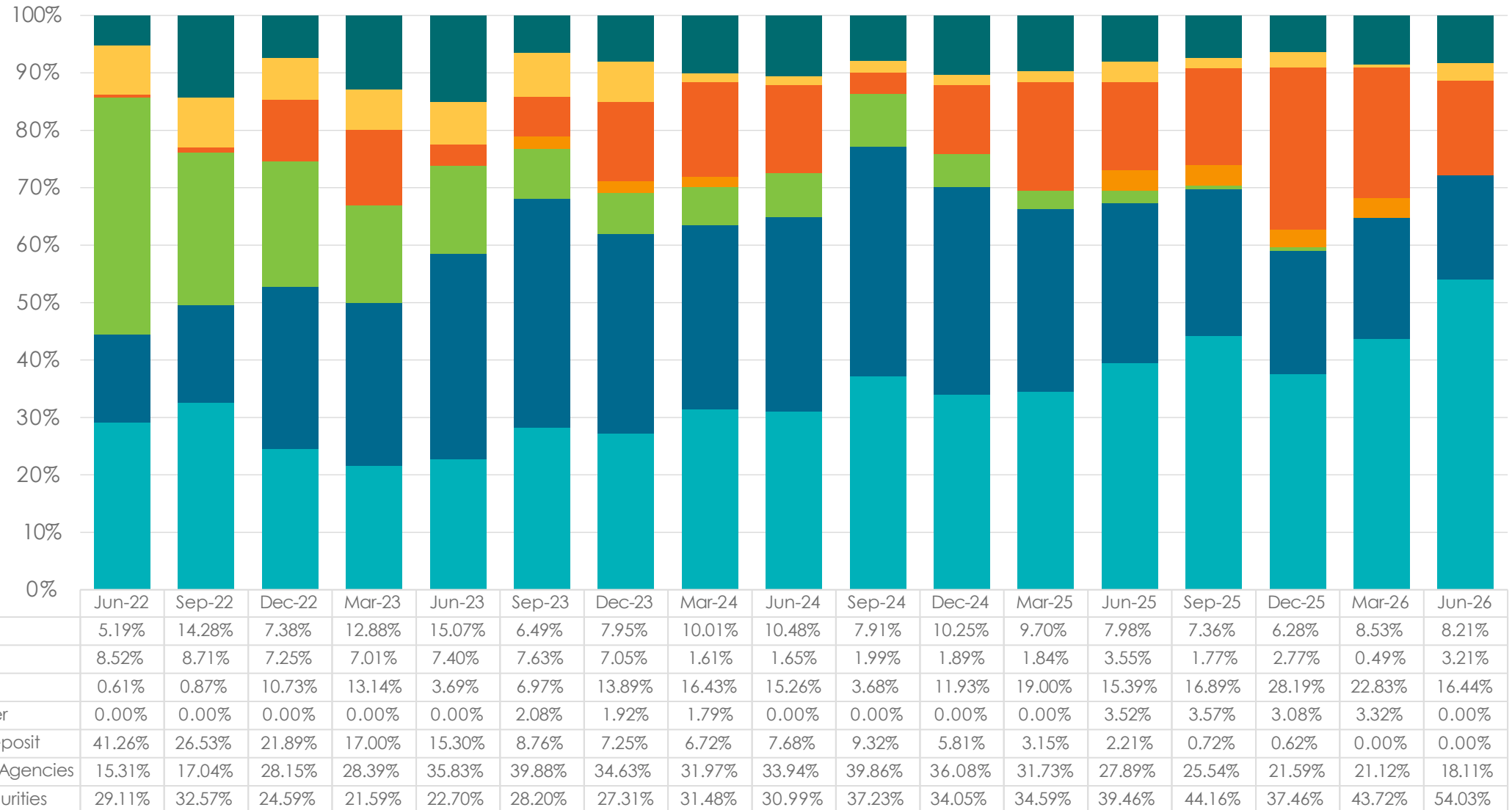


Your Maturity Distribution



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Asset Composition





M E E D E R

PUBLIC FUNDS

MeederPublicFunds.com



City of Killeen

Staff Report

File Number: RS-26-128

Consider a memorandum/resolution authorizing the submission and acceptance of a grant award from the Office of the Governor under the FY 2026 Homeland Security Grant Program (LETPA) application 5364401, designating the City Manager as the City's authorized official, and providing an effective date.

DATE: August 18, 2026

TO: Kent Cagle, Interim City Manager

FROM: James Kubinski, Fire Chief

SUBJECT: FY 2026 Homeland Security Grant (LETPA) Program Award Acceptance

BACKGROUND AND FINDINGS:

The Killeen Fire Department submitted a grant application under the **FY 2026 Homeland Security Grant Program (Local Emergency Terrorism Prevention Activities - LETPA)** through the Office of the Governor on **January 28, 2025**, requesting funding to purchase an unknown hazardous materials identification handheld system. On **July 21, 2026**, the City received notification that the project had been awarded **\$55,977** through the Office of the Governor.

The City Council would agree to provide any required matching funds in accordance with the grant requirements. This project does not currently require any fund match. In the event of the loss or misuse of Office of the Governor grant funds, the City will reimburse the Office of the Governor for the full amount of such funds.

The **City Manager or the Executive Director of Finance** would be designated as the City's authorized official. The authorized official is empowered to apply for, accept, reject, alter, or terminate the grant on behalf of the city and to execute all documents necessary to administer the grant.

The awarded funding will be utilized to purchase a Raman spectrum monitor which is a chemical analysis instrument that would be able to identify unknown hazardous materials involved in a spill or leak. The unit would be assigned to the Killeen Fire Department Hazardous Materials Team and be available as a regional resource to agencies throughout Bell County and adjacent counties.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Conforms to City policy.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The grant award covers the period of October 1, 2025, to September 30, 2026. There will be no cash match. The grant award is expected to fully cover the purchase and any training needed.

Is this a one-time or recurring revenue/expenditure?

One-time expenditure.

Is this revenue/expenditure budgeted?

No

If not, where will the money come from?

Upon approval of a budget amendment, funding will be appropriated in the Emergency Management Special Revenue Fund. Revenue will be recorded in account 235-43100-250-250-226502, with corresponding expenditures appropriated in accounts 235-56315-250-252-226502 and 235-54310-250-252-226502.

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Upon approval of a budget amendment.

RECOMMENDATION:

City Staff recommend the City Council to approve the acceptance of the **FY 2026 Homeland Security Grant Program (LETPA)** award in the amount of **Fifty-Five Thousand Nine Hundred Seventy-Seven Dollars (\$55,977)** from the Office of the Governor for the Unknown Hazardous Materials Identification Handheld System Project, and authorizes the submission of all required grant documents and authorizes the City Manager, or the Executive Director of Finance, to execute all documents necessary for the administration of the grant.

DEPARTMENTAL CLEARANCES:

Fire Department
Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Award Letter
Presentation

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5364401	Award Amount:	\$55,977.00
Date Awarded:	7/21/2026	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2025 - 09/30/2026	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2026	Grantee GPI:	\$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	Total Project Cost:	\$55,977.00
Grantee Name:	Killeen, City of		
Project Title:	Unknown Hazardous Materials Identification		
Grant Manager:	Mitch Hachey		
Unique Entity Identifier (UEI):	LKV2KLTN9M48		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	2/3/2026
Federal/State Award ID Number:	EMW-2025-SS-05028
Total Federal Award/State Funds Appropriated:	\$113,187,106.00

Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

HOMELAND SECURITY
(LETPA) PROGRAM AWARD
ACCEPTANCE

RS-26-128

August 18, 2026

Background

2

- January 28, 2025: Killeen Fire Department submitted a grant application under FY 2026 Homeland Security Grant Program (Local Emergencies Terrorism Prevention Activities) to purchase a handheld hazardous materials identification system.
- July 21, 2026: The City received notification that the project had been awarded in the amount of \$55,977 through the Office of the Governor

Background

3

- ❑ The project does not currently require a fund match
- ❑ The City Manager or Executive Director of Finance would be designated as the City's authorized official.
- ❑ The authorized official is empowered to apply for, accept, reject, alter, or terminate the grant on behalf of the City and to execute all documents necessary to administer the grant.
- ❑ The awarded funding will be utilized to purchase Raman Spectrum Monitor to identify unknown hazardous materials in a spill or leak, and be available as a regional resource.

Financial Impact

4

- ❑ The grant award covers the period of October 1, 2025 to September 30, 2026.
- ❑ There will be no cash match
- ❑ The grant award is expected to fully cover the purchase and any training needed.
- ❑ Funding will be appropriated in the Emergency Management Special Revenue Fund: 235-43100-250-250-226502
- ❑ Corresponding expenditures will be appropriated in accounts 235-56315-250-252-226502 & 235-54310-250-252-226502

Recommendation

Staff recommends the City Council to approve the acceptance of the FY 2026 Homeland Security Grant Program (LETPA) award in the amount of \$55,977 from the Office of the Governor for the Unknown Hazardous Materials Identification Handheld System Project, authorize the submission of all required grant documents, and authorize the City Manager, or the Executive Director of Finance, to execute all documents necessary for the administration of the grant.



City of Killeen

Staff Report

File Number: RS-26-129

Consider a memorandum/resolution approving an agreement with Quick Roofing under TIPS cooperative #25010402 to repair the First National Bank Texas Family Recreation Center Roof in the amount of \$479,868.46.

DATE: August 18, 2026

TO: Kent Cagle, Interim City Manager

FROM: Antonio Murphy, Executive Director of Parks and Recreation

SUBJECT: First National Bank Texas Family Recreation Center Roof Repair through Quick Roofing TIPS contract (#25010402)

BACKGROUND AND FINDINGS:

Facility Services has been actively addressing and attempting to isolate persistent leaks in the track area since September 2020. In addition, the gymnasium has experienced recurring roof leaks, which required installing window coverings on the north side in December 2021 and on the south side in December 2022 to mitigate water intrusion. Over the past several years, multiple roofing contractors have been engaged to diagnose and repair these issues, including the most recent service performed in October 2026.

The roof leaks at the First National Bank Texas (FNBT) Family Recreation Center have been ongoing for years. Multiple issues have been repaired, including bullet holes from rounds that penetrated the roof and became lodged within it. Separate roof drains have also been addressed. Despite numerous repair attempts, leaks persist over the track area and are difficult to rectify.

In June 2026, Governmental CIP funds were identified to use for the repairs of the facility for FY 2026. Facility services obtained a quote in the estimated amount of \$479,868.46 from Quick Roofing, a vendor under the TIPS cooperative contract #25010402.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This purchase will be made Quick Roofing TIPS contract #25010402. Purchases made through a cooperative contract are exempt from the competitive bidding process, as stated in Texas Local Government Code (TGLC) section 271.102, subchapter F, "a local government that purchases or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchases of the goods or services.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The FY2026 estimated cost is \$479,868.46.

Is this a one-time or recurring revenue/expenditure?

One-time

Is this revenue/expenditure budgeted?

Yes, \$479,869 is budgeted in the Governmental CIP fund account 300-56110-900-300-926052

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes

RECOMMENDATION:

Staff recommend City Council approve an agreement with Quick Roofing; TIPS contract (25010402) in the amount of \$479,868.46 for the repairs of the First National Bank Texas Family Recreation Center roof, and authorize the City Manager, or his designee, to execute any and all change orders within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
TIPS Contract
Contract Verification
Certificate of Interested Parties

**LETTER OF AGREEMENT
FIRST NATIONAL BANK TEXAS
FAMILY RECREATION CENTER ROOF REPAIRS**

This Letter of Agreement (“**Agreement**”) is entered into by and between the City of Killeen (“**City**”) and Quick Roofing (“**Contractor**”); collectively, the “**Parties**”.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor repair the roof on the Senior Center at Lions Club Park, as more thoroughly described in The Interlocal Purchasing System Contract No. 25010402 (the “**Services**”).

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed (the “**Effective Date**”) and shall automatically terminate upon the later of the date substantial completion of the work or the first anniversary of the Effective Date.

Consideration. Contractor agrees to provide the Services stated above for a lump sum payment of \$479,868.46 as more completely described in the Invoice, attached hereto and incorporated herein as **Exhibit “A”**.

Performance and Payment Bonds. The Contractor will provide surety bonds of the types, for such penal sums, and subject to the terms as required by this Agreement in accordance Chapter 2253 of the Texas Government Code. The Contractor will purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the project is located. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor will promptly furnish a copy of the bonds or authorize a copy to be furnished.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor’s profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker’s Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement.

Termination. This Agreement may be terminated by either party for cause upon thirty calendar days' written notice, provided such cause cannot be reasonably cured within such thirty-day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter contracts for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing, Contractor agrees to the following:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Texas Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discrimination, firearm entity and firearm trade association are defined in Texas Government Code Chapter 2274.

- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Texas Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

The Interlocal Purchasing System

Purchasing Made Personal



Printed: May 19, 2026

www.quickroofing.com



Quick Roofing LLC

EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS **925 E, Kennedale Parkway**
CITY **Kennedale**
STATE **TX**
ZIP **76060**

TIPS CONTACT

NAME **Charlie Martin**
PHONE **(866) 839-8477**
FAX **(866) 839-8472**
EMAIL **tips@tips-usa.com**

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N **HUB:** N

SERVING STATES

TX | OK | MN | FL | AL | LA | IA | NE | NM | NV | AR | TN | GA | IA | CO

Overview

Quick Roofing is a full-service roofing company that specializes in commercial roof replacement, restoration, repair and maintenance,

AWARDED CONTRACTS

"View EDGAR Doc" on Website

Contract	Commodity	Exp Date	EDGAR
25010401	Trades, Labor, and Materials (NON-JOC)	04/30/2030	Yes
25010402	Trades, Labor, and Materials (JOC)	04/30/2027	Yes

CONTACTS BY CONTRACTS

25010401

Name	Title	Phone	Email
Steven McCord	Manager	(806) 577-8423	Steven.McCord@quickroofing.com
Daniel Halpain	Manager	(806) 500-9129	daniel.halpain@quickroofing.com
Ken George	Vice President	(817) 477-0999	ken@quickroofing.com

25010402

Name	Title	Phone	Email
Steven McCord	Manager	(806) 577-8423	Steven.McCord@quickroofing.com
Daniel Halpain	Manager	(806) 500-9129	daniel.halpain@quickroofing.com
Ken George	Vice President	(817) 477-0999	ken@quickroofing.com



Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies, and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Steven
McCord

 Digitally signed by Steven
McCord
Date: 2026.07.23 10:12:56
-05'00'

Signature

Steven McCord

Printed Name

7/23/26

Date

Quick Roofing LLC

Company Name

Sales Manager

Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Quick Roofing LLC
Kennedale, TX United States

Certificate Number:
2026-1492655

Date Filed:
07/23/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Family Recreation Center
TPO Roof Repair

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Steven McCord, and my date of birth is 06/29/1983.

My address is 4171 Mark St, Ropesville, TX, 79358, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Lubbock County, State of Texas, on the 23rd day of July, 2026.
(month) (year)

Steven McCord

Signature of authorized agent of contracting business entity
(Declarant)

FIRST NATIONAL BANK TEXAS
FAMILY RECREATION CENTER
ROOF REPAIR

RS-26-129

August 18, 2026

Background

2

- Facility Services has been actively addressing and attempting to isolate persistent leaks in the track area since September 2020.
- In December 2021, the gymnasium began to experience recurring roof leaks, which required installing window coverings on the north side, and on the southside in December 2022.

Background – cont.

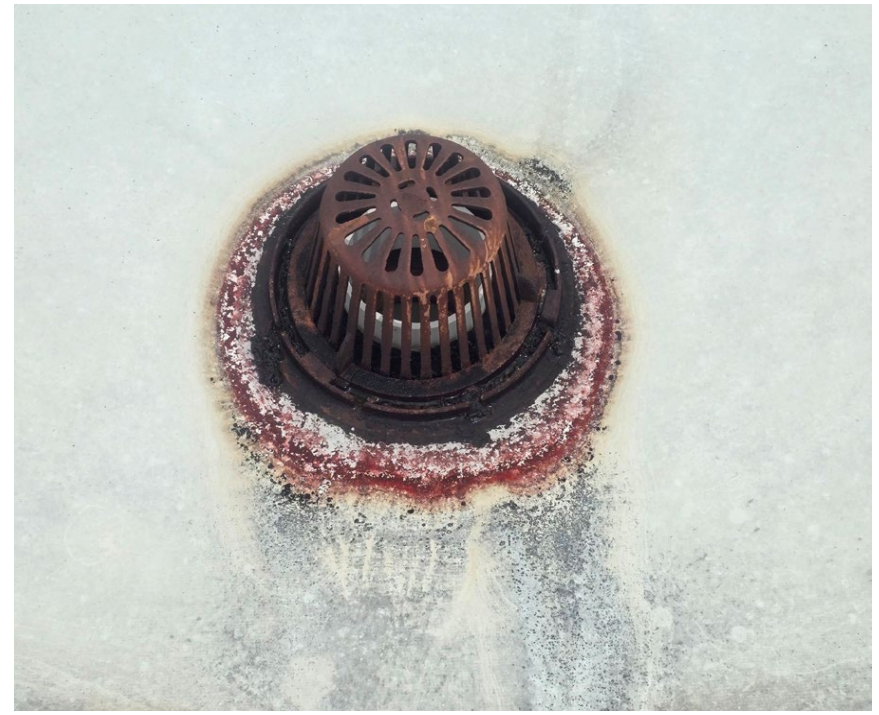
3

- ❑ Multiple roofing contractors have been engaged to diagnose and repair these issues, including the most recent service performed in October 2026.
- ❑ In June of 2026, Governmental CIP funds were identified to use for the repairs of the facility for FY 2026.
- ❑ Facility Services obtained a quote from Quick Roofing under the TIPS cooperative contract #25010402, in an estimated amount of \$479,868.46 to ensure the City secures the best value for this work.

Background – cont.

4

- If Council approves the project and the purchase order is issued no later than September 11, 2026, the estimated project start date will be October 2, 2026, which places the estimated completion date in the last week of November 2026.



5

FNBT Family Recreation Center Roof Damage

Roof drains that are in dire need of replacement.



6

Roof Damage Cont.

TPO Sections that are damaged and in dire need of replacement, and just a few of the leaks in the ceiling tiles.

Recommendation

7

- Staff recommends that City Council approve Quick Roofing; TIPS cooperative contract (#25010402), for the repairs of the Lions Club Park Senior Center roof, and authorize the City Manager, or his designee, to execute any and all change orders within the amounts set by state and local law.



City of Killeen

Staff Report

File Number: PH-26-026

Hold a public hearing and consider an ordinance on behalf of PCW Investments LLC and Ivan Arias (**Case# Z26-11**) to rezone approximately 0.24 of an acre, being part of Lots 1 & 5, Block 6, North Side Addition and Lot 1, Block 5, out of the Replat of Lots 1 & 2, Block 5, North Side Addition, from "B-3" (Local Business District) to "R-1" (Single-Family Residential District). The subject properties are locally addressed as 312 and 313 East Texas Avenue, Killeen, Texas.

DATE: August 18, 2026

TO: Kent Cagle, Interim City Manager

FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.

SUBJECT: Zoning Case #Z26-11: "B-3" to "R-1"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: PCW Investments LLC & Ivan Arias
Agent: City-Initiated
Current Zoning: "B-3" (Local Business District)
Proposed Zoning: "R-1" (Single-Family Residential District)
FLUM Designation: 'TN' (Traditional Neighborhood)
Growth Sector Designation: 'Infill & Enhance' (IE)

Summary of Request:

This is a City-initiated request to rezone two (2) properties from "B-3" (Local Business District) to "R-1" (Single-Family Residential District). This request aims to amend the property's current zoning to make it consistent with the existing residential land use. The existing single-family homes are considered legal non-conforming and therefore subject to Killeen Code of Ordinances Sec. 31-54, which states that a nonconforming structure cannot be rebuilt in case of total destruction. If approved, this City-initiated request to rezone the properties will bring the current use of the properties into compliance with the zoning ordinance.

The intent of this initiative is to assist property owners by rezoning legal nonconforming properties to establish the current residential uses of properties as complying with the City of Killeen's zoning and land use regulations. In doing so, the goals are to 1) ensure that property owners are better

positioned to sell or refinance their property in the future; and 2) to have an opportunity to expand in the future, should they choose to do so, in addition to being able to rebuild. Based on current information, the rezoning is not expected to have any negative impacts on the property, nor are property values expected to be affected.

Zoning/Plat Case History:

The properties were annexed into the City limits on December 31, 1919. The properties were platted as part of North Side Addition. 313 East Texas was replatted as Lot 1, Block 5, North Side Addition Replat on November 15, 1984. Staff is unable to determine the date when the zoning for the properties was designated.

Character of the Area:

North: Developed residential property zoned "R-3" (Multifamily Residential District).

South: Developed commercial property zoned "B-4" (Business District) and "B-5" (Business District).

East: Undeveloped and developed commercial property zoned "B-3" (Local Business District).

West: Developed residential zoned "R-3" (Multifamily Residential District).

Future Land Use Map Analysis:

The property is located within the 'Infill & Enhance' (IE) area on the Growth Sector Map and designated as 'TN' (Traditional Neighborhood) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

The Growth Sector Map indicates that these parcels are in the 'Infill & Enhance' sector and as such, have existing development and full service, but are located in areas where additional population, higher development intensities, and integration of uses is desired. This sector is primarily located in downtown and the neighborhoods immediately around it. Growth policies for this area should support infill, redevelopment, and infrastructure projects. These projects should accommodate more residents and small businesses while improving walkability.

The 'Traditional Neighborhood' place type recreates the pre-suburban development pattern with smaller lots, smaller setbacks, shorter blocks, diverse housing typologies and a mix of uses. Though it is not required for uses to always be mixed within the same building, it is important to note that large single use developments (such as large multiplex apartments or retail centers with large land area devoted to parking) do not suit traditional neighborhoods. Uses should be pedestrian in nature as mixed-use neighborhoods are places where residents can live, shop, work, and gather and access all of these activities largely on foot. Buildings should be generally limited to three stories, though four is acceptable along avenues and higher intensity roadways. This place type encourages fifty percent (50%) nonresidential and eighty percent (80%) residential use mix.

The request supports the following Comprehensive Plan recommendations:

- **LU3** - Encourage incremental evolution of neighborhoods.

- **NH6** - Shift the market to include existing housing.

The Killeen 2040 Comprehensive Plan promotes incremental redevelopment of properties that can add to a widespread improvement. Additionally, staff finds the proposed rezoning is consistent with the surrounding area, which consists of a mix of residential and commercial properties.

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #1, which is generally situated north of Veterans Memorial Boulevard and west of WS Young Drive. This development zone is comprised of approximately 66.38% residential uses and 33.17% commercial uses. Overall, the current land use mix in the surrounding area includes approximately 1.36 acres (0.13%) of Special Districts, 667.36 acres (66.25%) of Residential, 58.91 acres (5.85%) of Industrial, 275.23 acres (27.32%) of Commercial, and 0.04 acres (0.45%) of Agricultural uses, for a total of approximately 1,007.39 acres. In addition, vacant property accounts for approximately 118 acres, or 11.71% of the area.

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, wastewater, and drainage services are located within the City of Killeen municipal utility service area and are available to the subject tracts.

Water services are available for the tracts via an existing 6" water distribution main located in North 8th Street.

Wastewater services are available for the tracts via an existing 8" wastewater main located in East Texas Avenue.

No existing storm sewer infrastructure is immediately adjacent to the tracts. However, a significant concrete flume exists on the property immediately to the west of 312 East Texas Avenue.

Transportation and Thoroughfare Plan:

Access to the property is East Texas Avenue which is a 50-foot wide ROW and is classified as a Residential Street in the currently adopted Comprehensive Plan.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails located on this site. Parkland dedication, fees in lieu of, and parkland development fees will not be required as the properties are already developed.

Environmental Assessment:

The property is in the Nolan Creek / Leon River Watershed. The tract is located in Zone X Unshaded (0.2% Annual Chance Flood Hazard Area), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0115E with effective date September 06, 2008.

The tract at 312 East Texas Avenue is impacted by a riverine habitat as shown on the National Wetland Inventory maps for the properties. Aerial photographs from 2025 show unknown trash and debris on the property located at 312 East Texas Avenue, which may be the source of the environmental issue.

The tract at 313 East Texas Avenue is not impacted by a riverine habitat as shown on the National Wetlands Inventory maps for the properties. No visual evidence of other environmental impediments is apparent on the tract located at 313 East Texas Avenue at this time.

Public Notification:

Before public notification, the two (2) property owners were provided with a consent form to authorize the request. To date, one (1) owner has responded to consent to the rezoning.

Staff notified property owners of sixty-three (63) surrounding properties regarding this request.

As of the date of this staff report, zero (0) responses have been received regarding this request.

Staff Findings:

Staff finds that the proposed zoning is compatible with existing land use and is consistent with the Future Land Use Map and Killeen 2040 Comprehensive Plan.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

This zoning request does not involve the expenditure of city funds. Public infrastructure is already in place for this property and maintained by the City. Maintenance cost will continue for the life of the development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

Is there a sufficient amount in the budgeted line item for this expenditure?

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the city-initiated request to rezone the properties from "B-3" (Local Business District) to "R-1" (Single-Family Residential District) as presented.

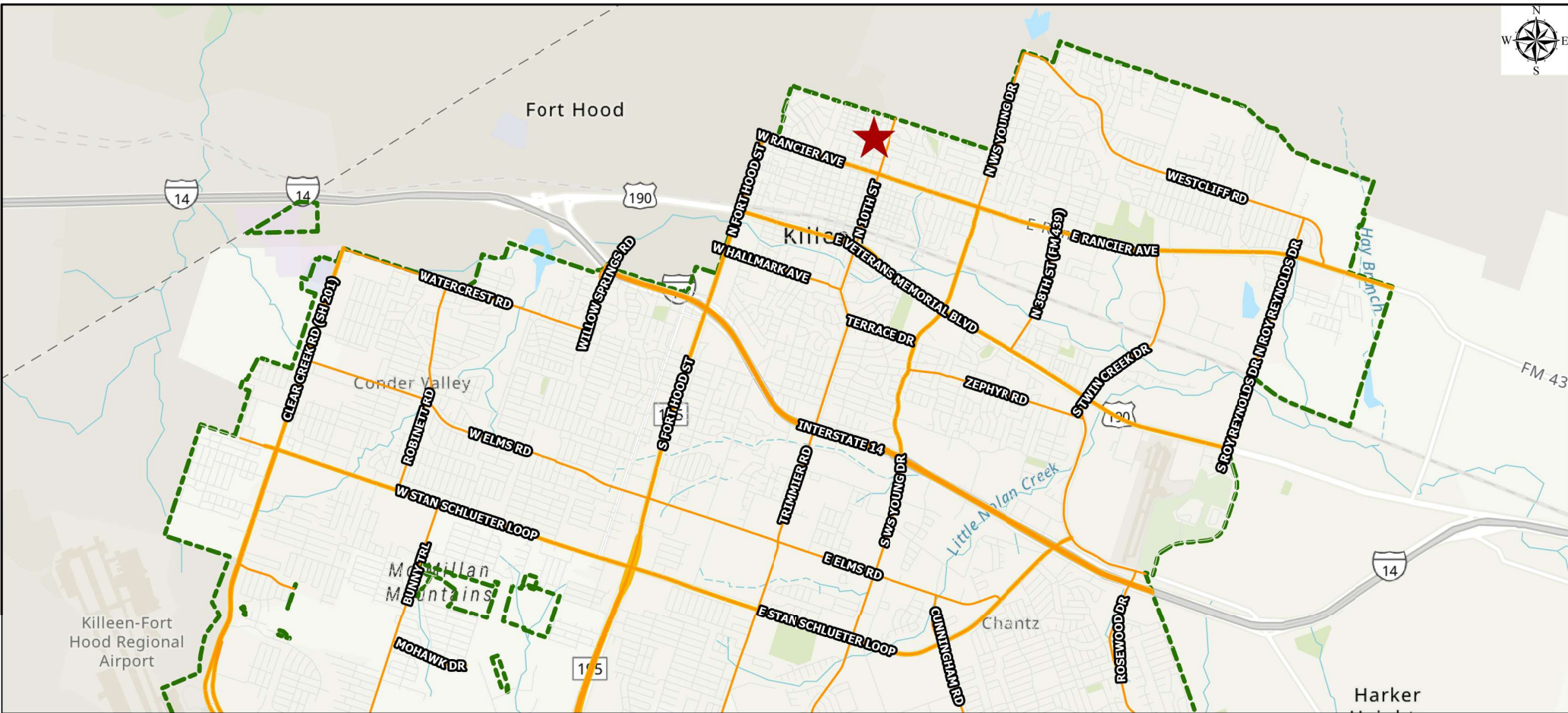
At their regular meeting on July 13th, the Planning and Zoning Commission recommended approval of the request by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

The Planning and Legal staff have reviewed this item.

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Owner Response
Presentation



0 1 2 Miles

Legend

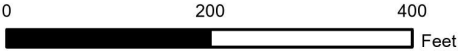
-  Major Roads
  City Limit
-  Zoning Case Location

Subject Property Legal Description: NORTH SIDE ADDITION, BLOCK 006, LOT PT 1, 5, (W 1/2 OF 1 & 5) & NORTH SIDE ADDITION REPLAT (LTS 1-2 BLK 5), BLOCK 005, LOT 0001



AERIAL MAP

Council District: 1

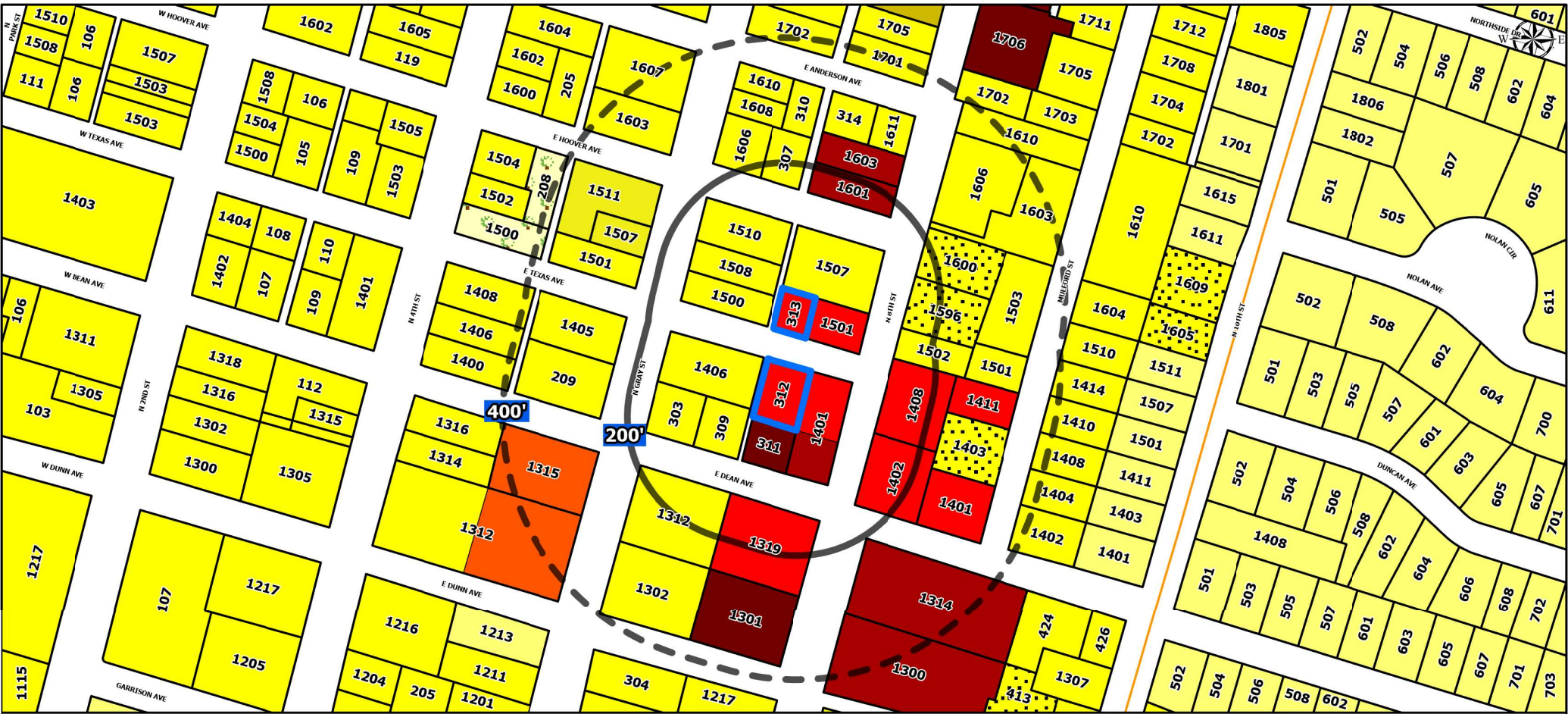


Zoning Case 2026-11
B-3 TO R-1

Legend

 Zoning Case

Subject Property Legal Description: NORTH SIDE ADDITION, BLOCK 006, LOT PT 1, 5, (W 1/2 OF 1 & 5) & NORTH SIDE ADDITION REPLAT (LTS 1-2 BLK 5), BLOCK 005, LOT 0001



NOTIFICATION MAP
Council District: 1

0 200 400
Feet

Subject Property Legal Description: NORTH SIDE ADDITION, BLOCK 006, LOT PT 1, 5, (W 1/2 OF 1 & 5) & NORTH SIDE ADDITION REPLAT (LTS 1-2 BLK 5), BLOCK 005, LOT 0001

Zoning Case 2026-11

B-3 TO R-1

Legend

B-3	B-DC	R-3	RMH
B-4	R-1	R-3F	City Limit
B-5	R-2	R-MP	
			Zoning Case

SITE PHOTOS

Case #Z26-11: "B-3" to "R-1"



View facing the subject property at 312 East Texas Avenue (south side of street):



View facing the subject property at 313 East Texas Avenue (north side of street):



SITE PHOTOS

Case #Z26-11: "B-3" to "R-1"



View facing west along East Texas Avenue:



View facing east along East Texas Avenue:



SITE PHOTOS

Case #Z26-11: "B-3" to "R-1"



View facing south along Mulford Street towards Dean Avenue:



View facing north along Mulford Street:



MINUTES
PLANNING AND ZONING COMMISSION MEETING
JULY 13, 2026
CASE # Z26-11
“B-3” to “R-1”

Hold a public hearing and consider a City-Initiated request on behalf of PCW Investments LLC and Ivan Arias (**Case# Z26-11**) to rezone part of Lots 1 & 5, Block 6, North Side Addition and Lot 1, Block 5, out of the Replat of Lots 1 & 2, Block 5, North Side Addition, from “B-3” (Local Business District) to “R-1” (Single-Family Residential District). The subject properties are locally addressed as 312 and 313 East Texas Avenue, Killeen, Texas.

This item was presented to the Commission during their Work Session. Ms. Lomas was available to answer questions.

Chairman Purifoy opened the public hearing at 4:52 p.m.

With no one wishing to speak, the public hearing was closed at 4:52 p.m.

Commissioner Alvarez moved to recommend approval of the request as presented. Commissioner Cooper seconded, and the motion passed by a vote of 6 to 0.

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.24 OF AN ACRE, BEING PART OF LOTS 1 & 5, BLOCK 6, NORTH SIDE ADDITION AND LOT 1, BLOCK 5, OUT OF THE REPLAT OF LOTS 1 & 2, BLOCK 5, NORTH SIDE ADDITION FROM “B-3” (LOCAL BUSINESS DISTRICT) TO “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, the City of Killeen, on behalf of PCW Investments LLC and Ivan Arias, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 0.24 of an acre, being part of Lots 1 & 5, Block 6, North Side Addition and Lot 1, Block 5, out of the Replat of Lots 1 & 2, Block 5, North Side Addition, locally addressed as 312 and 313 East Texas Avenue, Killeen, Texas, from “B-3” (Local Business District) to “R-1” (Single-Family Residential District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on July 13, 2026, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on August 18, 2026, at the City Hall, City of Killeen; and

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be approved as recommended by the Planning and Zoning Commission.

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

SECTION I. That the zoning classification of approximately 0.24 of an acre, being part of Lots 1 & 5, Block 6, North Side Addition and Lot 1, Block 5, out of the Replat of Lots 1 & 2, Block 5, North Side Addition, locally addressed as 312 and 313 East Texas Avenue, Killeen, Texas, be changed from “B-3” (Local Business District) to “R-1” (Single-Family Residential District).

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 18th day of August 2026, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq.*

APPROVED:

Joseph Solomon, MAYOR

ATTEST:

Elaine Simpson, CITY SECRETARY

APPROVED AS TO FORM

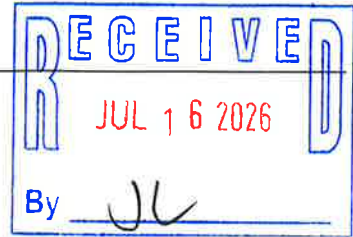
Holli C. Clements, CITY ATTORNEY

Case #26-11

Ord. #26-____



CITY OF KILLEEN
CITY-INITIATED REZONING CONSENT FORM



Property Owner Information:

Name: Rene Ivan Arias
Address: 313 E Texas Ave Killeen TX 76541
Phone Number: (512) 657-8786
Email Address: Ivan-es-arias@hotmail.com

City-Initiated Rezoning Consent:

Please select one of the following options:

- ☒ I consent to having my property rezoned from "B-3" (Local Business District) to "R-1" (Single-Family Residential District).
- ☐ I **do not** consent to having my property rezoned from "B-3" (Local Business District) to "R-1" (Single-Family Residential District).

Signature: [Signature] Date: 07/02/2026

If you have questions about this process and would like a representative from the City of Killeen Planning Department to reach out to you regarding this matter, please select one of the following:

- ☒ Yes, I would like to be contacted by a City of Killeen representative about this matter.

Preferred method of contact:

- ☒ Phone: (512) 657-8786
- ☐ Email: _____

- ☐ No, I do **not** wish to be contacted by a City of Killeen representative about this matter.

Z26-11/01



CASE #Z26-11: “B-3” TO “R-1”

PH-26-026

August 18, 2026

Case #Z26-11: “B-3” to “R-1”

- Hold a public hearing and consider a City-Initiated request on behalf of PCW Investments LLC and Ivan Arias (Case# Z26-11) to rezone approximately 0.24 of an acre, being part of Lots 1 & 5, Block 6, North Side Addition and Lot 1, Block 5, out of the Replat of Lots 1 & 2, Block 5, North Side Addition, from “B-3” (Local Business District) to “R-1” (Single-Family Residential District).

Case #Z26-11: “B-3” to “R-1”

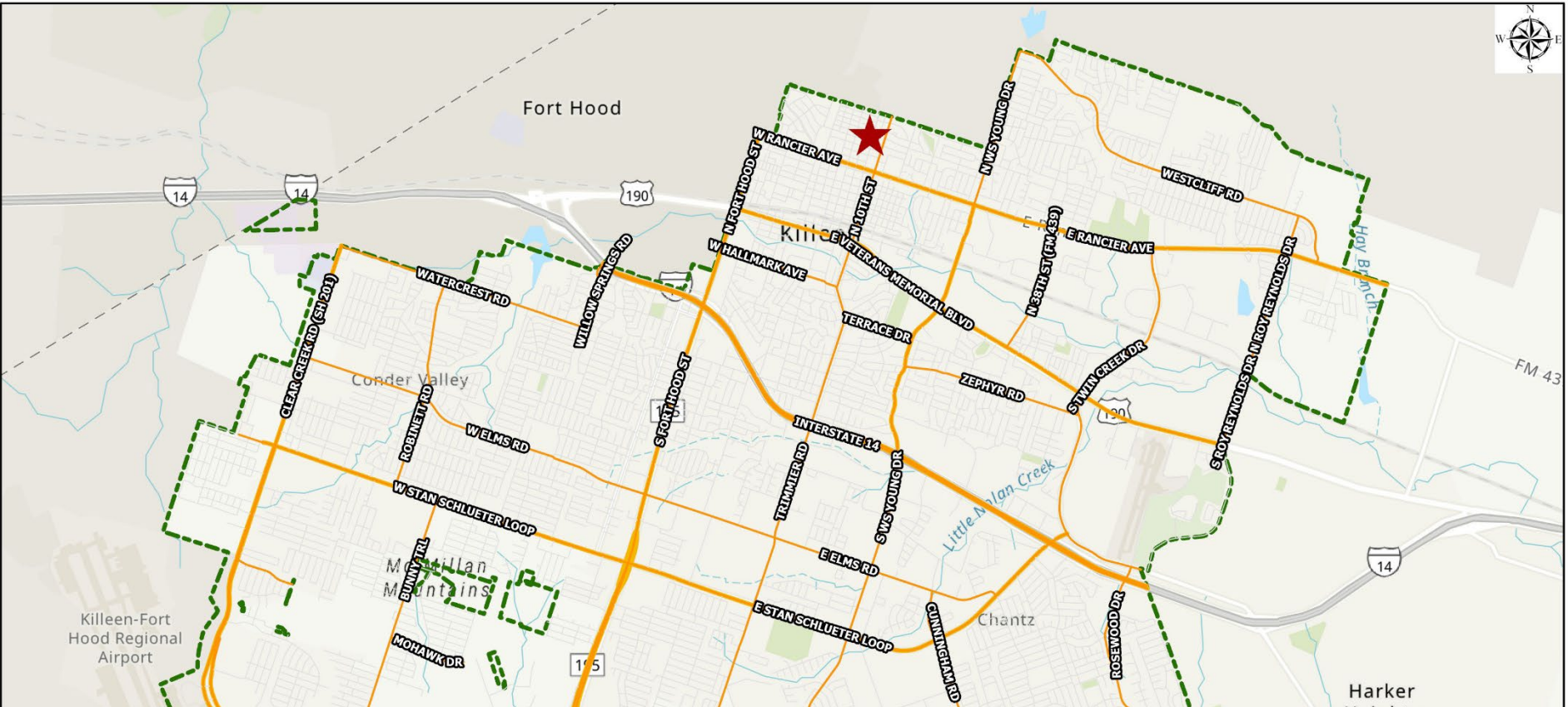
- The subject properties are locally addressed as 312 and 313 East Texas Avenue, Killeen, Texas.

Case #Z26-11: “B-3” to “R-1”

- Both properties have an existing detached single-family home.
- The existing homes are considered legal non-conforming and therefore subject to Killeen Code of Ordinances Sec. 31-54(a)(g), which states that a nonconforming structure cannot be rebuilt in case of total destruction, or expanded.
- If approved, this request will bring the current use of the properties into compliance with the zoning ordinance.

Case #Z26-11: “B-3” to “R-1”

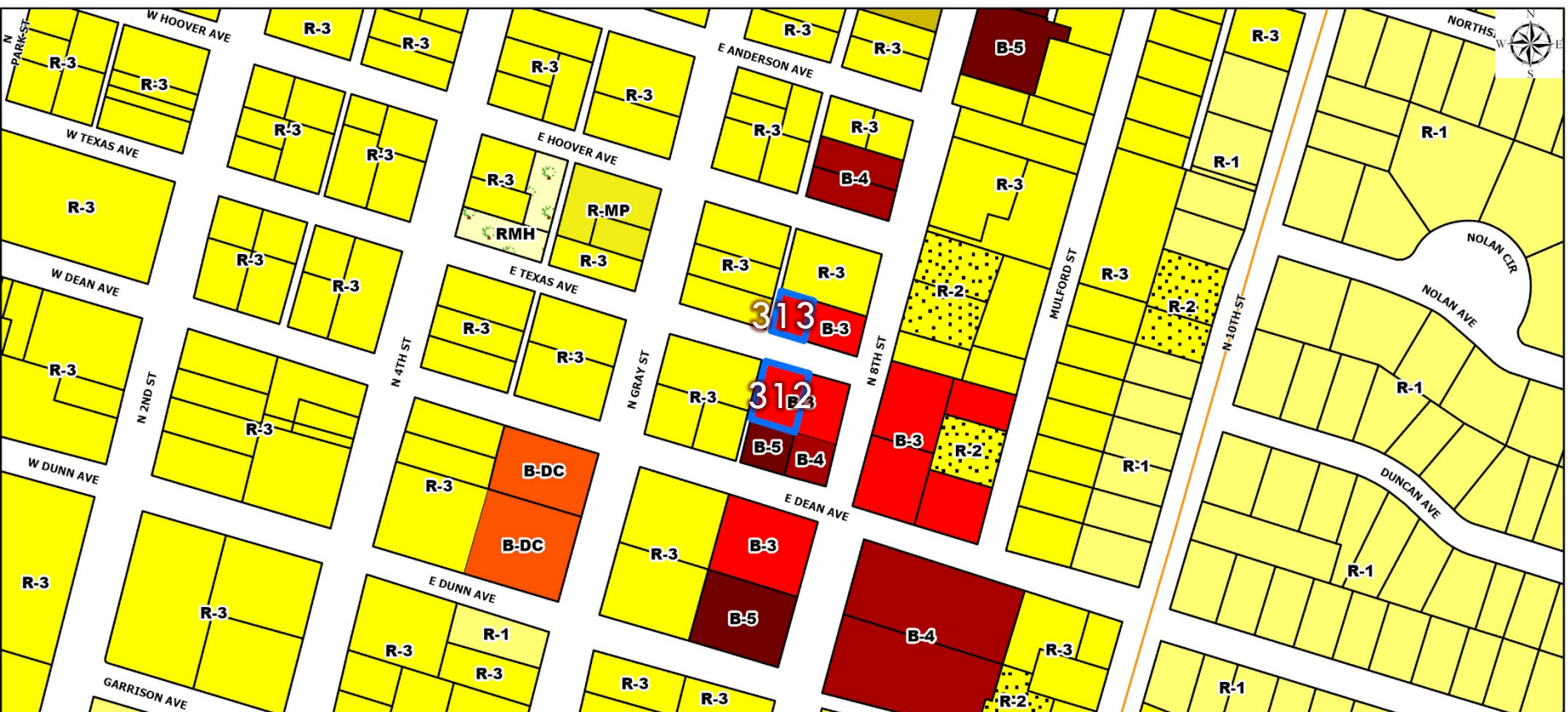
- The intent of this initiative is to assist property owners by rezoning legal nonconforming properties to establish the current residential uses of properties as complying with the City of Killeen’s zoning and land use regulations.
- In doing so, the goal is to ensure that property owners are better positioned to sell or refinance their property in the future, should they choose to do so.



Legend

- Major Roads
 City Limit
-  Zoning Case Location

Subject Property Legal Description: NORTH SIDE ADDITION, BLOCK 006, LOT PT 1, 5, (W 1/2 OF 1 & 5) & NORTH SIDE ADDITION REPLAT (LTS 1-2 BLK 5), BLOCK 005, LOT 0001



ZONING MAP
Council District: 1

Zoning Case 2026-11
B-3 TO R-1

Subject Property Legal Description: NORTH SIDE ADDITION, BLOCK 006, LOT PT 1, 5, (W 1/2 OF 1 & 5) & NORTH SIDE ADDITION REPLAT (LTS 1-2 BLK 5), BLOCK 005, LOT 0001



Zoning Case 2026-11

B-3 TO R-1

Legend

 Zoning Case

Subject Property Legal Description: NORTH SIDE ADDITION, BLOCK 006, LOT PT 1, 5, (W 1/2 OF 1 & 5) & NORTH SIDE ADDITION REPLAT (LTS 1-2 BLK 5), BLOCK 005, LOT 0001

Case #Z26-11: “B-3” to “R-1”

9

View facing the subject property at 312 E. Texas Avenue:



Case #Z26-11: “B-3” to “R-1”

10

View facing the subject property at 313 E. Texas Avenue:



Case #Z26-11: “B-3” to “R-1”

11

View facing east along E. Texas Avenue towards N. 8th Street



Case #Z26-11: “B-3” to “R-1”

12

View facing west along E. Texas Avenue towards N. Gray Street



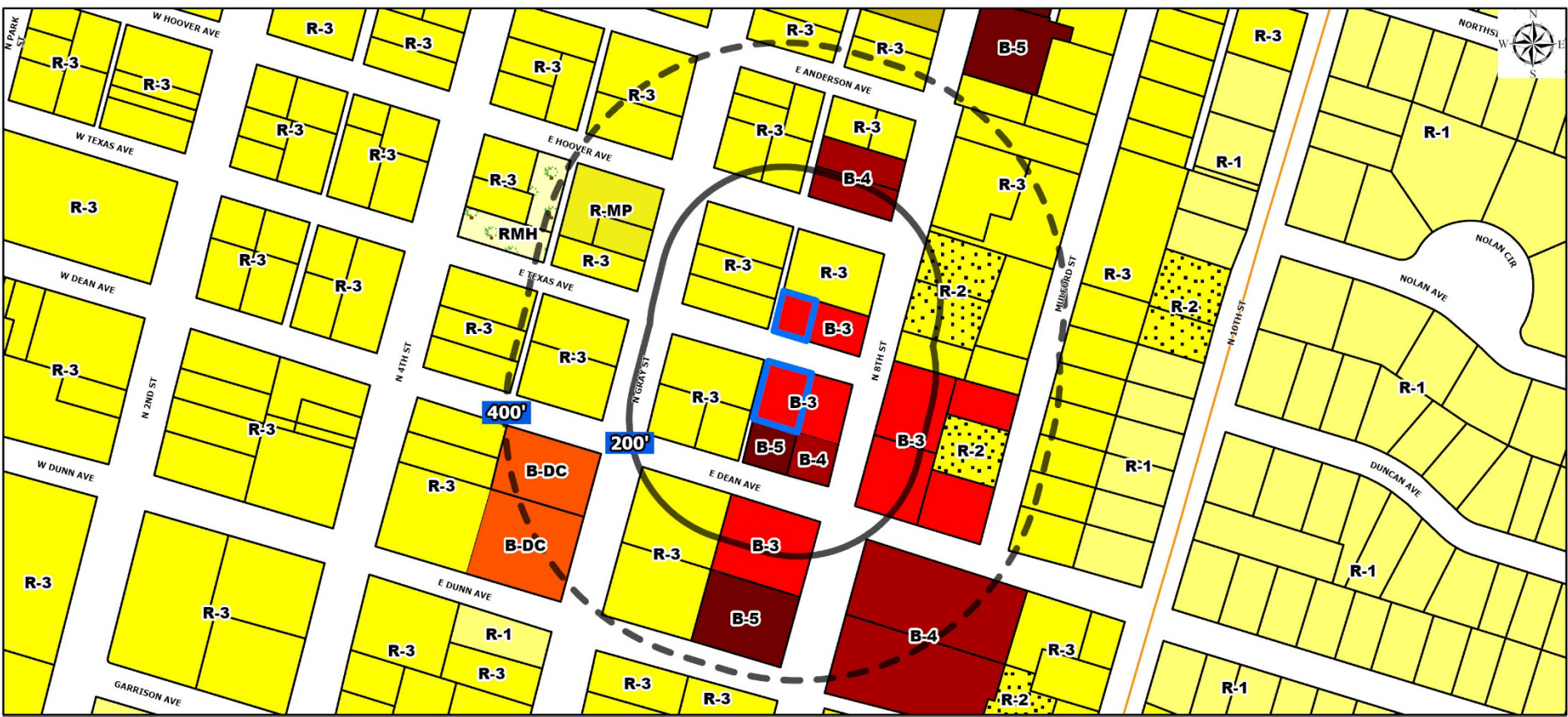
Comprehensive Plan Alignment

- These properties are located within the 'Infill & Enhance' area on the Growth Sector Map and designated as 'Traditional Neighborhood' on the Future Land Use Map (FLUM) of the 2040 Comprehensive Plan.

Public Notification

14

- The two (2) property owners were provided with a consent form to authorize the request. The owner of 313 E. Texas Ave has responded in agreement.
- Staff notified the owners of sixty-three (63) surrounding properties regarding this request.
- Staff has received no written responses.



ZONING MAP
Council District: 1

Zoning Case 2026-11

B-3 TO R-1

Subject Property Legal Description: NORTH SIDE ADDITION, BLOCK 006, LOT PT 1, 5, (W 1/2 OF 1 & 5) & NORTH SIDE ADDITION REPLAT (LTS 1-2 BLK 5), BLOCK 005, LOT 0001

Staff Recommendation

16

- Staff recommends approval of this City-initiated request to rezone the subject properties from “B-3” (Local Business District) to “R-1” (Single-Family Residential District).

Commission Recommendation

17

- At their regular meeting on July 13, 2026, the Planning and Zoning Commission recommended [approval/denial] of the request by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: PH-26-027

Hold a public hearing and consider an ordinance on behalf of Kailles Projects Limited Liability Company 1401 Mulford Street Series and Berta P Nolasco (**Case# Z26-12**) to rezone approximately 0.144 of an acre, out of H O'Neal Survey, Abstract 645, from "B-3" (Local Business District) to "R-2" (Two-Family Residential District); and Lot 1, Block 1, Mulford Addition, from "B-3" (Local Business District) to "R-1" (Single-Family Residential District). The subject properties are locally addressed as 1401 and 1411 Mulford Street, Killeen, Texas.

DATE: August 18, 2026

TO: Kent Cagle, Interim City Manager

FROM: Wallis Meshier, Exec. Direct. Of Dev. Serv.

SUBJECT: Zoning Case #Z26-12: "B-3" to "R-1" and "R-2"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Two (2) individual property owners

Agent: City-initiated request

Current Zoning: "B-3" (Local Business District)

Proposed Zoning: "R-1" (Single-Family Residential District) and "R-2" (Two-Family Residential District)

FLUM Designation: 'Traditional Neighborhood' (TN)

Growth Sector Designation: 'Infill & Enhance' (IE)

Summary of Request:

This is a City-initiated request to rezone two (2) properties from "B-3" (Local Business District) to "R-1" (Single-Family Residential District) and "R-2" (Two-Family Residential District). This request aims to amend the properties' current zoning to make it consistent with the existing single-family residential land use. The existing homes are considered legal non-conforming and therefore subject to Killeen Code of Ordinances Sec. 31-54, which states that a nonconforming structure cannot be rebuilt in case of total destruction. If approved, this City-initiated request to rezone the properties will bring the current use of the properties into compliance with the zoning ordinance.

The intent of this initiative is to assist property owners by rezoning legal nonconforming properties to establish the current residential uses of properties as complying with the City of Killeen's zoning and land use regulations. In doing so, the goals are to 1) ensure that property owners are better

positioned to sell or refinance their property in the future; and 2) to have an opportunity to expand in the future, should they choose to do so, in addition to being able to rebuild. Based on current information, the rezoning is not expected to have any negative impacts on the properties, nor are property values expected to be affected.

Zoning/Plat Case History:

The subject properties are located in a historic area of North Killeen, and were annexed into the City limits in December 1919. The property at 1401 Mulford is platted as Lot 1, Block 1, in the Mulford Addition, which was recorded in November 2019. The property at 1411 Mulford is not platted. Staff is unable to determine the date when the zoning for the properties was designated.

Character of the Area:

North: Developed residential property zoned "R-3" (Multifamily Residential District)

South: Developed commercial property zoned "B-4" (Business District) & "R-3" (Multifamily Residential District)

East: Developed residential property zoned "R-3" (Multifamily Residential District)

West: Developed commercial property zoned "B-3" (Local Business District)

Future Land Use Map Analysis:

The properties are located within the 'Infill & Enhance' (IE) area on the Growth Sector Map and designated as 'Traditional Neighborhood' (TN) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

The Growth Sector Map identifies the area as 'Infill & Enhance' which includes developed areas with public services where additional population, higher intensities, and integration of uses is desired. This sector is primarily located in downtown and the adjacent neighborhoods. Growth policies for this area should support infill and redevelopment, with infrastructure projects designed to accommodate more residents and small businesses while improving walkability.

The Future Land Use Map identifies this area as a 'Traditional Neighborhood', which is characterized by a pre-suburban development pattern with smaller lots, shorter blocks, and diverse housing styles. The mix of uses in these neighborhoods enable adaptability to suit the changing needs of the residents. This place type recommends up to fifty percent (50%) nonresidential and eighty percent (80%) residential use mix.

The request supports the following Comprehensive Plan recommendations:

- **LU3** - Encourage incremental evolution of neighborhoods.
- **NH6** - Shift the market to include existing housing.

The Killeen 2040 Comprehensive Plan promotes incremental evolution of properties that can add to a widespread improvement. Additionally, staff finds the proposed rezoning is consistent with the surrounding area, which consists of established single-family residential development and reflects the intended land use pattern for the Residential Mix place type.

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #1, which is generally situated north of Veterans Memorial Boulevard and west of WS Young Drive. This development zone is comprised of approximately 66.38% residential uses and 33.17% commercial uses. Overall, the current land use mix in the surrounding area includes approximately 1.36 acres (0.13%) of Special Districts, 667.36 acres (66.25%) of Residential, 58.91 acres (5.85%) of Industrial, 275.23 acres (27.32%) of Commercial, and 0.04 acres (0.45%) of Agricultural uses, for a total of approximately 1,007.39 acres. In addition, vacant property accounts for approximately 118 acres, or 11.71% of the area.

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, wastewater, and drainage services are located within the City of Killeen municipal utility service area and are available to the subject tracts.

Water services are available for the tract located at 1401 Mulford Street via an existing 6" water distribution main located in Mulford Street. and a 12" water transmission main located in East Dean Avenue.

Water services are available for the tract located at 1411 Mulford Street via an existing 2" water distribution main located in Mulford Street.

Wastewater services are available for the tracts via an existing 6" wastewater main located in East Dean Avenue.

An existing storm sewer inlet and associated piping is located on the southeast corner of the tract located at 1401 Mulford Street.

Transportation and Thoroughfare Plan:

Access to both properties is via Mulford Street and East Dean Avenue, both of which have a 50-foot-wide right-of-way and are classified as a Residential Streets in the currently adopted Comprehensive Plan.

No increase in traffic is expected to be generated as a result of this zoning classification change.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails on this site. Parkland dedication, fees in lieu of, and parkland development fees will not be required as the property is already developed.

Environmental Assessment:

The tracts are in the Nolan Creek / Leon River Watershed. The tracts are located in Zone X Unshaded (0.2% Annual Chance Flood Hazard Area), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0115E with effective date September 26, 2008.

The tracts are not impacted by freshwater ponds, freshwater forested/shrub wetlands, freshwater emergent wetlands, or riverine habitats as shown on the National Wetlands Inventory maps for the properties. No visual evidence of other environmental impediments is apparent on the tracts at this time.

Public Notification:

Before public notification, the two (2) property owners were provided with a consent form to authorize the request.

Staff notified property owners of seventy (70) surrounding properties regarding this request.

As of the date of this staff report, no responses have been received regarding this request.

Staff Findings:

The subject properties are zoned "B-3" (Local Business District), contain existing single-family residential structures, and are considered legal non-conforming. The surrounding area consists primarily of developed single-family and two-family residential uses. Staff finds that the request is consistent with the recommendations of the Killeen 2040 Comprehensive Plan.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

This zoning request does not involve the expenditure of city funds. Public infrastructure is already in place for this property and is maintained by the City. Maintenance costs will continue for the life of the development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

Is there a sufficient amount in the budgeted line item for this expenditure?

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the request to rezone the properties from "B-3" (Local Business District) to "R-1" (Single-Family Residential District) and "R-2" (Two-Family Residential District) as presented.

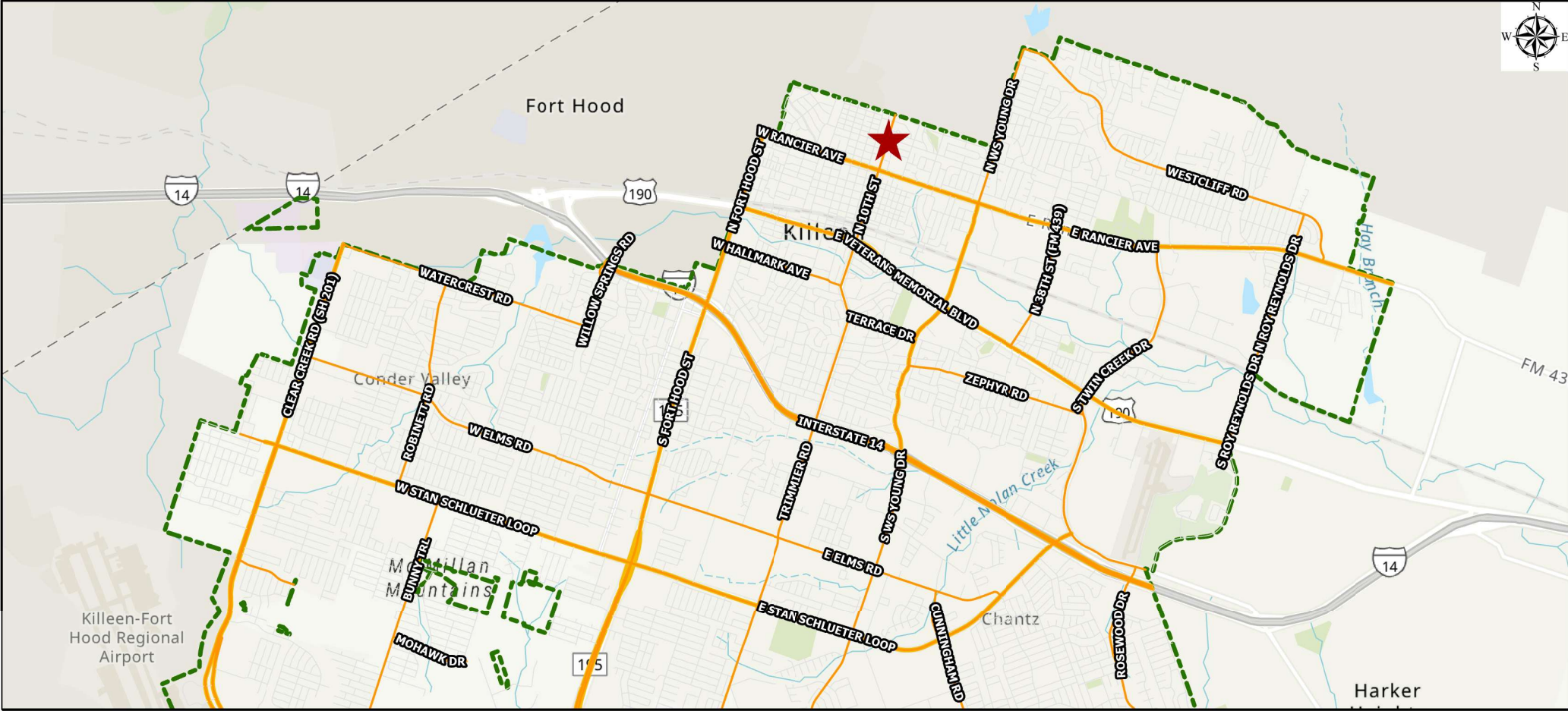
At their regular meeting on July 13, 2026, the Planning and Zoning Commission recommended approval of the request by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

Planning
Legal

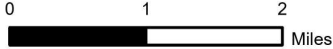
ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Presentation



LOCATION MAP

Council District: 1

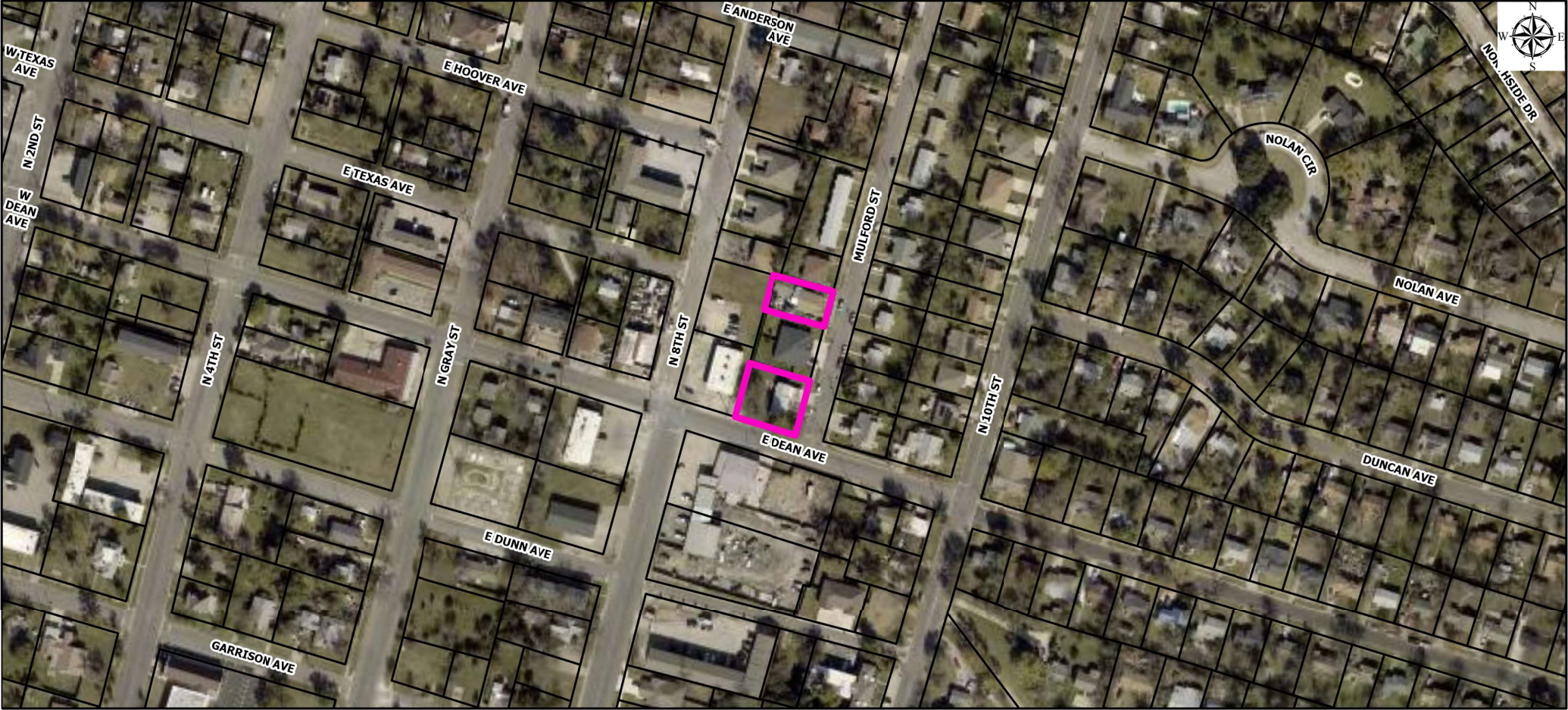


Zoning Case 2026-12
B-3 TO R-1 & R-2

Legend

- Major Roads
- City Limit
- Zoning Case Location

Subject Property Legal Description: MULFORD ADDITION, BLOCK 001, LOT 0001 & A0645BC H ONEAL, 750-2, (60' X 104.5'), ACRES .144

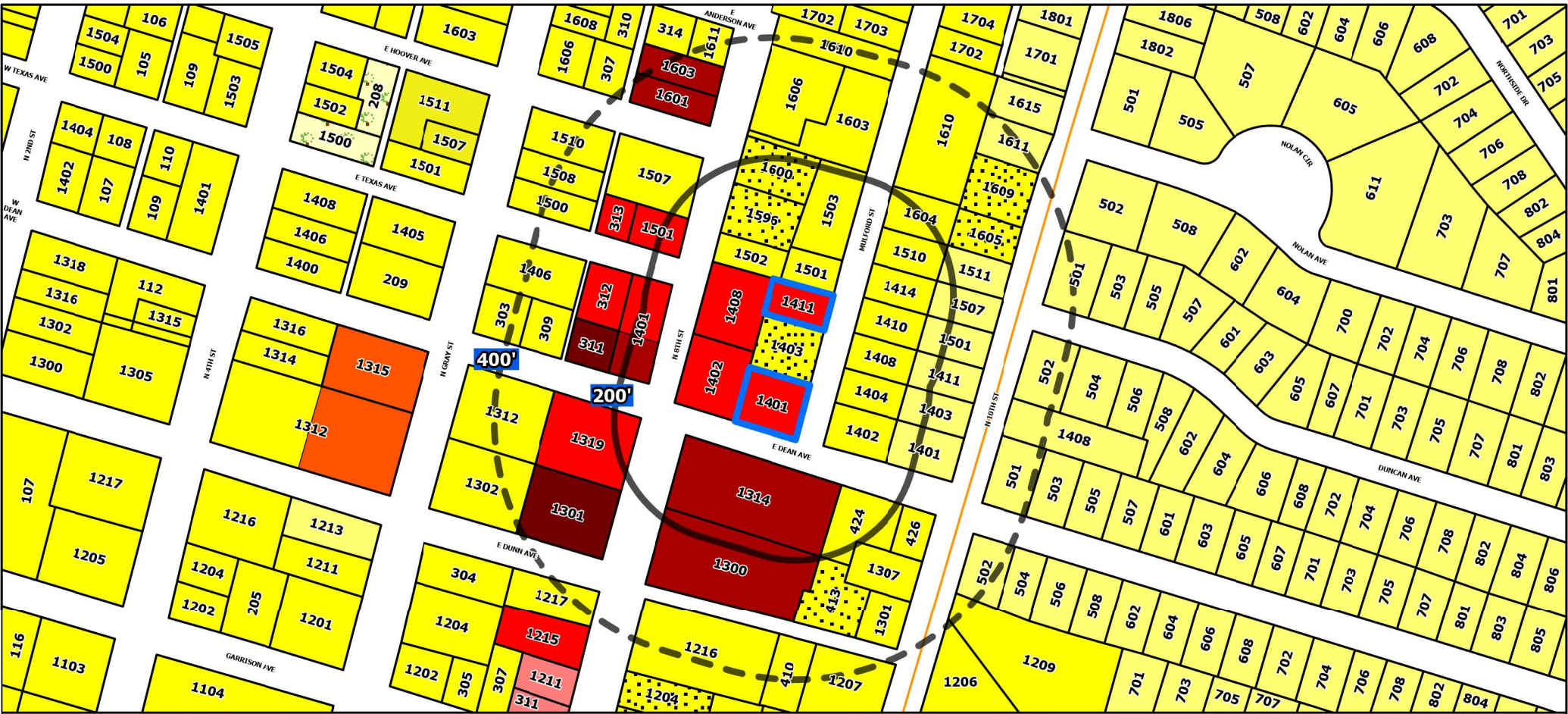


AERIAL MAP
Council District: 1
0 200 400
Feet

Zoning Case 2026-12
B-3 TO R-1 & R-2

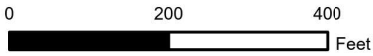
Legend
Zoning Case

Subject Property Legal Description: MULFORD ADDITION, BLOCK 001, LOT 0001 & A0645BC H ONEAL, 750-2, (60' X 104.5'), ACRES .144



NOTIFICATION MAP

Council District: 1



Subject Property Legal Description: MULFORD ADDITION, BLOCK 001, LOT 0001 & A0645BC H ONEAL, 750-2, (60' X 104.5'), ACRES .144

Zoning Case 2026-12
B-3 TO R-1 & R-2

Legend

B-2	B-5	R-2	RMH
B-3	B-DC	R-3	City Limit
B-4	R-1	R-MP	
		Zoning Case	

SITE PHOTOS

Case #Z26-12: "B-3" to "R-1" & "R-2"



View facing the subject property at 1401 Mulford Street:



View facing east across from 1401 Mulford Street:



SITE PHOTOS

Case #Z26-12: "B-3" to "R-1" & "R-2"



View facing the subject property at 1411 Mulford Street:



View facing east across from 1411 Mulford Street:



SITE PHOTOS

Case #Z26-12: "B-3" to "R-1" & "R-2"



View facing south along Mulford Street towards Dean Avenue:



View facing north along Mulford Street:



MINUTES
PLANNING AND ZONING COMMISSION MEETING
JULY 13, 2026
CASE # Z26-12
“B-3” to “R-1” & “R-2”

Hold a public hearing and consider a City-Initiated request on behalf of Kailles Projects Limited Liability Company 1401 Mulford Street Series and Berta P Nolasco (**Case# Z26-12**) to rezone approximately 0.144 of an acre, out of H O’Neal Survey, Abstract 645, from “B-3” (Local Business District) to “R-2” (Two-Family Residential District); and Lot 1, Block 1, Mulford Addition, from “B-3” (Local Business District) to “R-1” (Single-Family Residential District). The subject properties are locally addressed as 1401 & 1411 Mulford Street, Killeen, Texas.

This item was presented to the Commission during their Work Session. Mr. Deckman was available to answer questions.

Vice-Chairman Giacomozzi opened the public hearing at 4:55 p.m.

With no one wishing to speak, the public hearing was closed at 4:55 p.m.

Commissioner Alvarez moved to recommend approval of the request as presented. Commissioner Cooper seconded, and the motion passed by a vote of 6 to 0.

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.144 OF AN ACRE, OUT OF H O'NEAL SURVEY, ABSTRACT 645, FROM "B-3" (LOCAL BUSINESS DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); AND LOT 1, BLOCK 1, MULFORD ADDITION, FROM "B-3" (LOCAL BUSINESS DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, the City of Killeen, on behalf of Kailles Projects Limited Liability Company 1401 Mulford Street Series and Berta P Nolasco, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 0.144 of an acre, out of H O'Neal Survey, Abstract 645, locally addressed as 1411 Mulford Street from "B-3" (Local Business District) to "R-2" (Two-Family Residential District); and Lot 1, Block 1, Mulford Addition, locally addressed as 1401 Mulford from "B-3" (Local Business District) to "R-1" (Single-Family Residential District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on July 13, 2026, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on August 18, 2026, at the City Hall, City of Killeen; and

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission.

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

SECTION I. That the zoning classification of approximately 0.144 of an acre, out of H O'Neal Survey, Abstract 645, locally addressed as 1411 Mulford Street, Killeen, Texas, from "B-3" (Local Business District) to "R-2" (Two-Family Residential District); and Lot 1, Block 1, Mulford Addition, locally addressed as 1401 Mulford Street, Killeen, Texas, from "B-3" (Local Business District) to "R-1" (Single-Family Residential District).

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 18th day of August 2026, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq.*

APPROVED:

Joseph Solomon, MAYOR

ATTEST:

Elaine Simpson, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY

Case #26-12

Ord. #26-____

CASE #Z26-12:
“B-3” TO “R-1” & “R-2”

PH-26-027

August 18, 2026

Case #Z26-12: “B-3” to “R-2” & “R-1”

- Hold a public hearing and consider a City-Initiated request on behalf of Kailles Projects Limited Liability Company 1401 Mulford Street Series and Berta P Nolasco (Case# Z26-12) to rezone approximately 0.144 of an acre, out of H O’Neal Survey, Abstract 645, from “B-3” (Local Business District) to “R-2” (Two-Family Residential District); and Lot 1, Block 1, Mulford Addition, from “B-3” (Local Business District) to “R-1” (Single-Family Residential District).

Case #Z26-12: “B-3” to “R-2” & “R-1”

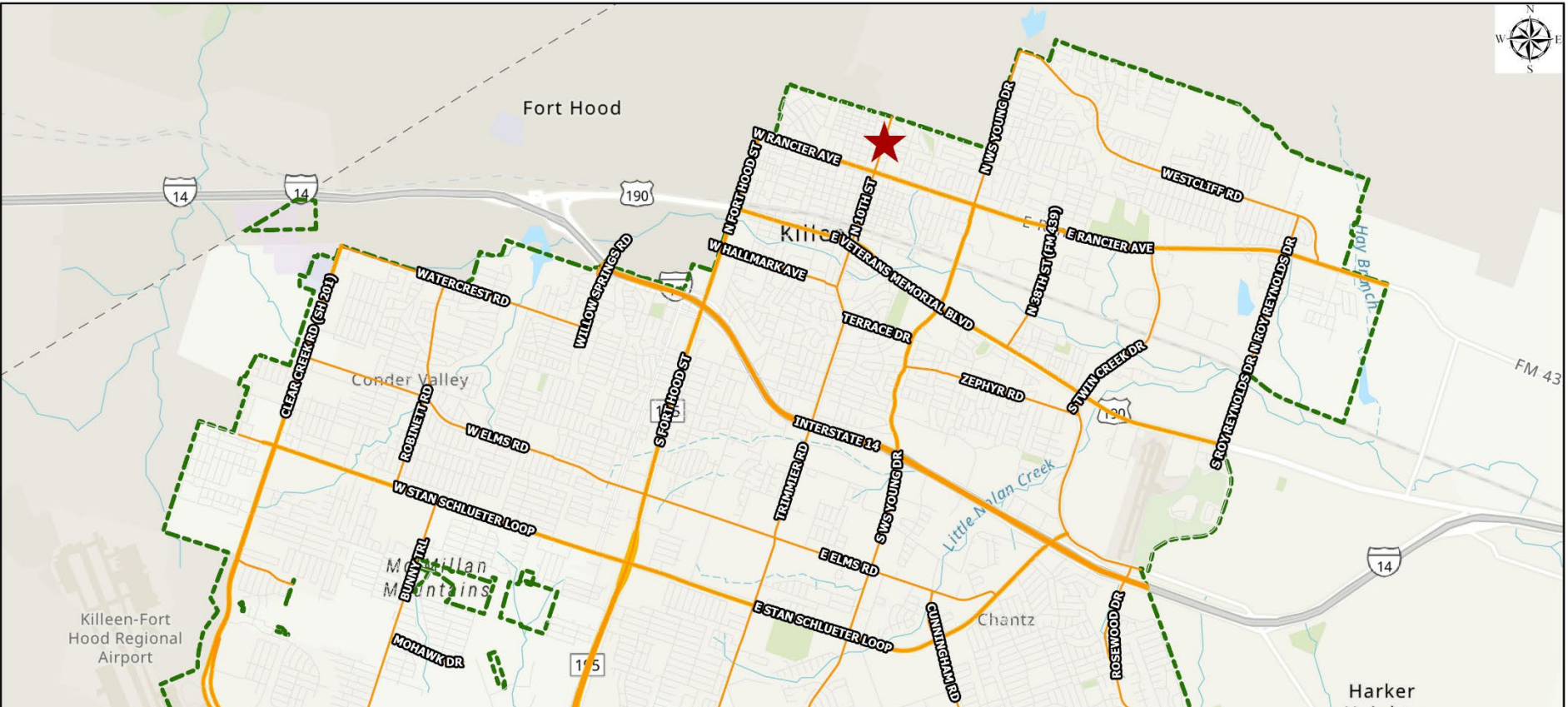
- The subject properties are locally addressed as 1401 and 1411 Mulford Street, Killeen, Texas.
- 1401 Mulford St. is a detached single-family home; and
- 1411 Mulford St. is a two-family home (duplex).

Case #Z26-12: “B-3” to “R-1” & “R-2”

- The existing homes are considered legal non-conforming and therefore subject to Killeen Code of Ordinances Sec. 31-54(a)(g), which states that a nonconforming structure cannot be rebuilt in case of total destruction, or expanded.
- If approved, this request to rezone the properties will bring the current use of the properties into compliance with the zoning ordinance.

Case #Z26-12: “B-3” to “R-1” & “R-2”

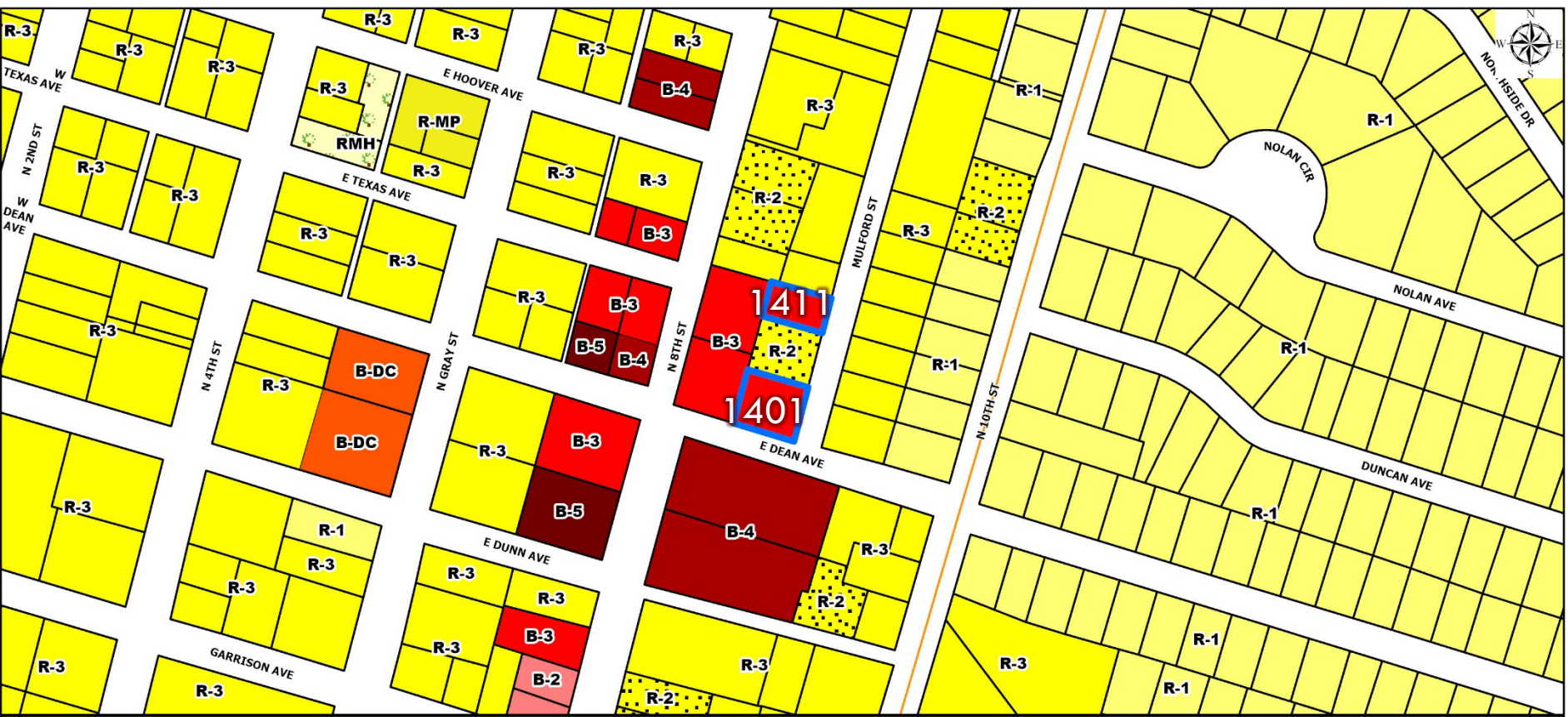
- The intent of this initiative is to assist property owners by rezoning legal nonconforming properties to establish the current residential uses of properties as complying with the City of Killeen’s zoning and land use regulations.
- In doing so, the goal is to ensure that property owners are better positioned to sell or refinance their property in the future, should they choose to do so.



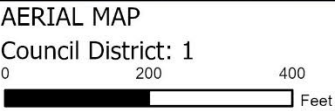
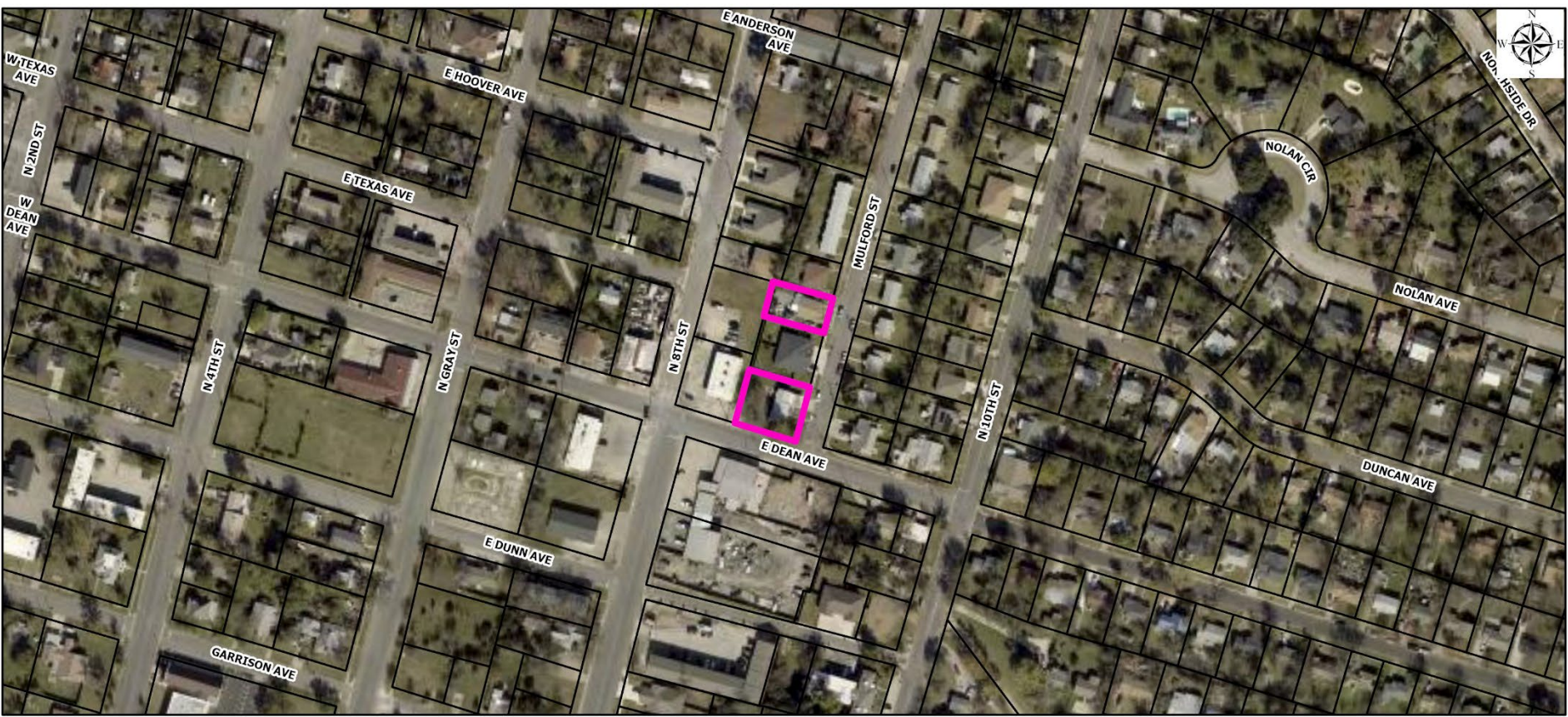
 Major Roads
 City Limit

 Zoning Case Location

Subject Property Legal Description: MULFORD ADDITION, BLOCK 001, LOT 0001 & A0645BC H ONEAL, 750-2, (60' X 104.5'), ACRES .144



ZONING MAP
Council District: 1
0 200 400 Feet
Zoning Case 2026-12
B-3 TO R-1 & R-2
Subject Property Legal Description: MULFORD ADDITION, BLOCK 001, LOT 0001 & A0645BC H ONEAL, 750-2, (60' X 104.5'), ACRES .144



Zoning Case 2026-12

B-3 TO R-1 & R-2



Subject Property Legal Description: MULFORD ADDITION, BLOCK 001, LOT 0001 & A0645BC H ONEAL, 750-2, (60' X 104.5'), ACRES .144

Case #Z26-12: “B-3” to “R-1”

9

View of the subject property at 1401 Mulford:



Case #Z26-12: “B-3” to “R-1”

10

View facing east across from 1401 Mulford



Case #Z26-12: “B-3” to “R-2”

11

View of the subject property at 1411 Mulford:



Case #Z26-12: “B-3” to “R-2”

12

View facing east across from 1411 Mulford



Case #Z26-12: “B-3” to “R-1”

13

View facing south along Mulford St. towards Dean Ave.



Case #Z26-12: “B-3” to “R-1”

14

View facing north along Mulford St.



Comprehensive Plan Alignment

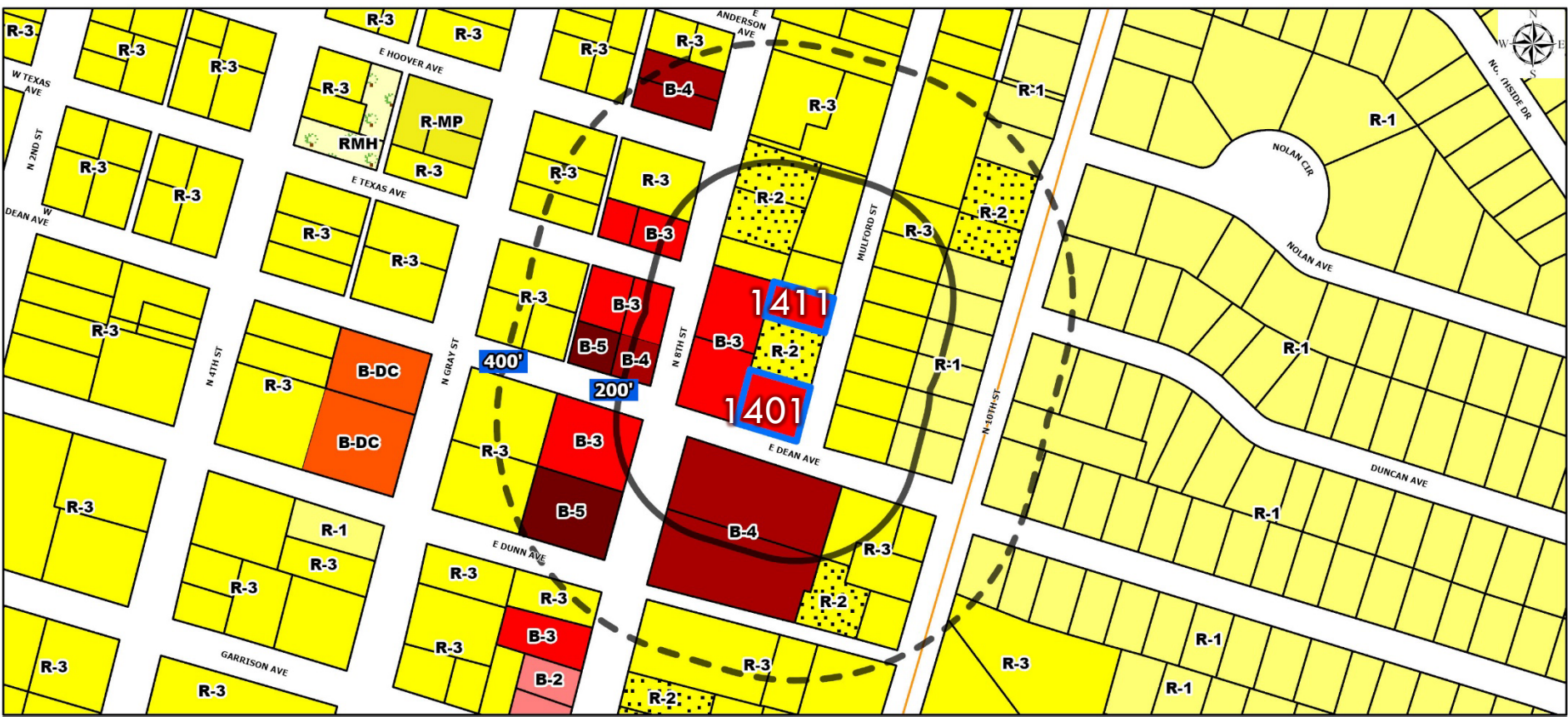


- These properties are located within the 'Infill & Enhance' area on the Growth Sector Map and designated as 'Traditional Neighborhood' on the Future Land Use Map (FLUM) of the 2040 Comprehensive Plan.

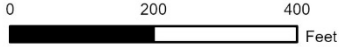
Public Notification

16

- The two (2) property owners were provided with a consent form to authorize the request.
- Staff notified the owners of seventy (70) surrounding properties regarding this request.
- Staff has received no written responses regarding this request.



ZONING MAP
Council District: 1



Zoning Case 2026-12 B-3 TO R-1 & R-2

Subject Property Legal Description: MULFORD ADDITION, BLOCK 001, LOT 0001 & A0645BC H ONEAL, 750-2, (60' X 104.5'), ACRES .144

Staff Recommendation

18

- Staff recommends approval of this City-initiated request to rezone the subject properties from “B-3” (Local Business District) to “R-2” (Two-Family Residential District) and “R-1” (Single-Family Residential District).

Commission Recommendation

19

- At their regular meeting on July 13, 2026, the Planning and Zoning Commission recommended [approval/denial] of the request by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: DS-26-074

Receive Quarterly Financial Report



3RD QUARTER FINANCIAL REPORT

DS-26-074

August 18, 2026

Accounting Calendar FY 2026

2



Overview

3

- Staffing Indicators
- Review Major Operating Funds
- Special Revenue Funds

Staffing Indicators – Turnover

4

12-Month Annualized Turnover (as of June 2026)

Department	Total Approved Positions	Total Exiting Employees	Dept. Turnover %	Department	Total Approved Positions	Total Exiting Employees	Dept. Turnover %
ANIMAL SERVICES	30	19	63.33%	FIRE DEPARTMENT	273	31	11.36%
AVIATION	47	9	19.15%	HUMAN RESOURCES	16	4	25.00%
CITY MANAGER	6.5	2	30.77%	INFORMATION TECHNOLOGY	22	1	4.55%
COMMUNICATIONS AND MARKETING	8	1	12.50%	LEGAL	10	6	60.00%
COMMUNITY DEVELOPMENT	79.63	14	17.58%	PARKS AND RECREATION	87.49	27	30.86%
DEVELOPMENT SERVICES	42	12	28.57%	POLICE DEPARTMENT	344	27	7.85%
ENGINEERING SERVICES	32	3	9.38%	PUBLIC WORKS	270	74	27.41%
FINANCE	118.5	21	17.72%				

TOTAL OF RESIGNED EMPLOYEES	251
TOTAL EMPLOYEES	1,386.12
OVERALL TURNOVER	18.11%

	<u>FY 2026</u>	<u>FILLED</u>	<u>% FILLED</u>
TOTAL CLASSIFIED	854.12	603.12	70.61%
PUBLIC SAFETY SWORN POSITIONS:			
FIRE	263	270	102.66%
POLICE	269	279	103.72%

5

General Fund

Key Revenue Sources

General Fund

6

Revenues (in Millions)	YTD Total June 30	Revised Budget	% Budget	Forecast	Forecast vs Budget	PY % Change
Property Taxes	\$ 57.50	\$ 58.97	97.5%	\$ 58.10	\$ (0.87)	6.4%
Sales and Excise Taxes	27.31	36.92	74.0%	36.44	(0.48)	1.3%
Franchise	2.56	5.92	43.2%	5.22	(0.70)	41.8%
Licenses & Permits	1.62	3.01	53.8%	2.30	(0.71)	-23.0%
Intergovernmental	3.18	2.07	153.6%	3.50	1.43	34.0%
Charges For Services	6.01	8.80	68.3%	8.47	(0.33)	0.2%
Fines & Fees	3.00	3.50	85.7%	3.86	0.36	10.9%
Investment Income	2.09	2.55	82.0%	2.70	0.15	4.7%
Miscellaneous Income	0.17	0.08	212.5%	0.20	0.12	-19.1%
Other Financing Sources	8.60	11.58	74.3%	11.56	(0.02)	2.3%
Total Revenues	\$ 112.04	\$ 133.40	84.0%	\$ 132.35	\$ (1.05)	5.1%

Key Expenses/Fund Balance

General Fund

7

Expenditures (in Millions)	YTD Total June 30	Revised Budget	% Budget	Forecast	Forecast vs Budget	Inc/Dec PY
Personnel Services	\$ 69.04	\$ 99.52	69.4%	\$ 96.39	\$ 3.13	7.9%
Supplies	4.03	5.81	69.4%	5.48	0.33	16.9%
Repairs & Maintenance	2.37	3.44	68.9%	3.38	0.06	37.9%
Misc Services & Charges	9.72	14.36	67.7%	14.14	0.22	21.6%
Designated Expenses	4.23	6.56	64.5%	6.56	-	-9.5%
Capital Outlay	0.78	1.38	56.5%	1.38	-	7.7%
Debt Service	0.07	0.12	58.3%	0.12	-	-11.5%
Other Financial Uses	6.14	6.16	99.7%	6.16	-	-34.0%
Total Expenditures	\$ 96.38	\$ 137.35	70.2%	\$ 133.61	\$ 3.74	4.9%
Net Change	\$ 15.66	\$ (3.95)		\$ (1.26)		
Fund Balance - Beginning	35.03	35.03		35.03		
Fund Balance - Ending	\$ 50.69	\$ 31.08		\$ 33.77		

Expenditures by Department

General Fund

8

(Millions)	YTD Total	Revised Budget	% Budget	Forecast	Forecast vs Budget
Police Department	\$ 30.31	\$ 43.48	69.7%	\$ 41.99	\$ 1.49
Fire Department	26.80	37.57	71.3%	37.46	0.11
Non-Departmental	16.06	20.16	79.7%	20.06	0.10
Parks and Recreation	4.30	6.99	61.5%	6.49	0.50
Public Works	4.22	6.75	62.5%	6.41	0.34
Community Development	3.51	5.13	68.4%	4.95	0.18
Finance	3.01	4.43	67.9%	4.23	0.20
Development Services	2.82	4.51	62.5%	4.32	0.19
Animal Services	1.52	2.41	63.1%	2.23	0.18
Legal	1.02	1.59	64.2%	1.47	0.12
Human Resources	0.95	1.39	68.3%	1.37	0.02
City Manager	0.85	1.09	78.0%	1.08	0.01
Communications and Marketing	0.54	0.86	62.8%	0.82	0.04
Engineering	0.19	0.53	35.8%	0.29	0.24
City Auditor	0.12	0.18	66.7%	0.17	0.01
City Council	0.09	0.16	56.3%	0.15	0.01
Debt Service	0.07	0.12	58.3%	0.12	-
	\$ 96.38	\$ 137.35	70.2%	\$ 133.61	\$ 3.74

9

Water & Sewer Fund

Key Financials

Water & Sewer Fund

10

(Millions)	YTD Total June 30	Revised Budget	% Budget	Forecast	Forecast vs Budget	PY % Change
Charges For Services	34.41	51.50	66.8%	48.93	(2.57)	-1.0%
Investment Income	0.72	0.59	122.0%	0.84	0.25	50.4%
Other Financing Sources	0.38	0.32	118.8%	0.46	0.14	56.3%
Total Revenues	\$ 35.51	\$ 52.41	67.8%	\$ 50.23	\$ (2.18)	0.1%
Personnel Services	6.20	9.16	67.7%	8.88	0.28	1.7%
Supplies	0.58	0.98	59.2%	0.83	0.15	-11.6%
Repairs & Maintenance	0.57	0.98	58.2%	0.81	0.17	-24.7%
Misc Services & Charges	3.74	5.56	67.3%	5.13	0.43	7.4%
Designated Expenses	13.62	17.70	76.9%	17.14	0.56	34.1%
Capital Outlay	0.55	1.28	43.0%	1.28	-	50.4%
Debt Service	1.55	6.70	23.1%	6.70	-	190.9%
Other Financial Uses	8.57	10.27	83.4%	10.27	-	-34.9%
Total Expenses	\$ 35.38	\$ 52.63	67.2%	\$ 51.04	\$ 1.59	0.5%
Net Change	\$ 0.13	\$ (0.22)		\$ (0.81)		
Fund Balance - Beginning	10.15	10.15		10.15		
Fund Balance - Ending	\$ 10.28	\$ 9.93		\$ 9.34		

Expenses by Department

Water & Sewer Fund

11

(Millions)	YTD Total	Revised Budget	% Budget	Forecast	Forecast vs Budget
Utility Collections	2.91	4.27	68.1%	4.09	0.18
Public Works	19.52	27.16	71.9%	26.03	1.13
Engineering	1.23	2.04	60.3%	1.80	0.24
Non-Departmental	10.17	12.46	81.6%	12.42	0.04
Debt Service	1.55	6.70	23.1%	6.70	-
	\$ 35.38	\$ 52.63	67.2%	\$ 51.04	\$ 1.59

12

Solid Waste Fund

Key Financials

Solid Waste Fund

13

(Millions)	YTD Total June 30	Revised Budget	% Budget	Forecast	Forecast vs Budget	PY % Change
Charges For Services	20.55	28.18	72.9%	\$ 27.90	\$ (0.28)	1.9%
Investment Income	0.18	0.24	75.0%	0.26	0.02	-7.1%
Miscellaneous Income	0.02	-	-	0.02	0.02	10.3%
Other Financing Sources	0.04	0.03	133.3%	0.05	0.02	-83.9%
Total Revenues	20.79	28.45	73.1%	\$ 28.23	\$ (0.22)	0.8%
Personnel Services	4.65	6.51	71.4%	6.58	(0.07)	8.3%
Supplies	1.14	1.71	66.7%	1.57	0.14	25.1%
Repairs & Maintenance	0.96	1.53	62.7%	1.35	0.18	0.8%
Misc Services & Charges	1.68	2.35	71.5%	2.27	0.08	10.4%
Designated Expenses	4.59	8.79	52.2%	7.63	1.16	-16.6%
Capital Outlay	0.10	0.10	100.0%	0.10	-	34.0%
Debt Service	0.03	0.69	4.3%	0.69	-	-12.4%
Other Financial Uses	5.81	6.78	85.7%	6.78	-	-26.7%
Total Expenses	18.96	28.46	66.6%	\$ 26.97	\$ 1.49	-10.7%
Net Change	\$ 1.83	\$ (0.01)		\$ 1.26		
Fund Balance - Beginning	6.94	6.94		6.94		
Fund Balance - Ending	8.77	6.93		8.20		

Expenses by Department

Solid Waste Fund

14

(Millions)	YTD Total	Revised Budget	% Budget	Forecast	Forecast vs Budget
Public Works	11.67	18.98	61.5%	17.57	1.41
Non-Departmental	7.26	8.79	82.6%	8.71	0.08
Debt Service	0.03	0.69	4.3%	0.69	-
	\$ 18.96	\$ 28.46	66.6%	\$ 26.97	\$ 1.49

15

Drainage Utility Fund

Key Financials

Drainage Utility Fund

16

(Millions)	YTD Total June 30	Revised Budget	% Budget	Forecast	Forecast vs Budget	PY % Change
Charges For Services	3.94	5.48	71.9%	\$ 5.34	\$ (0.14)	-0.5%
Investment Income	0.07	0.08	87.5%	0.08	-	71.6%
Miscellaneous Income	0.01	-	-	0.01	0.01	0.0%
Other Financing Sources	-	0.02	0.0%	-	(0.02)	-90.7%
Total Revenues	4.02	5.58	72.0%	\$ 5.43	\$ (0.15)	-0.7%
Personnel Services	1.72	2.60	66.2%	2.56	0.04	8.3%
Supplies	0.13	0.20	65.0%	0.18	0.02	22.6%
Repairs & Maintenance	0.10	0.25	40.0%	0.17	0.08	-19.5%
Misc Services & Charges	0.24	0.39	61.5%	0.34	0.05	-11.7%
Designated Expenses	-	0.12	0.0%	0.03	0.09	-73.3%
Debt Service	-	0.52	0.0%	0.52	-	-44.7%
Other Financial Uses	1.27	1.50	84.7%	1.50	-	-28.2%
Total Expenses	3.46	5.58	62.0%	\$ 5.30	\$ 0.28	-10.7%
Net Change	\$ 0.56	\$ -		\$ 0.13		
Fund Balance - Beginning	1.84	1.84		1.84		
Fund Balance - Ending	\$ 2.40	\$ 1.84		\$ 1.97		

Expenses by Department

Drainage Utility Fund

17

(Millions)	YTD Total	Revised Budget	% Budget	Forecast	Forecast vs Budget
Public Works	1.64	2.65	61.9%	2.48	0.17
Engineering	0.35	0.62	56.5%	0.54	0.08
Non-Departmental	1.47	1.79	82.1%	1.76	0.03
Debt Service	-	0.52	0.0%	0.52	-
	\$ 3.46	\$ 5.58	62.0%	\$ 5.30	\$ 0.28

18

Aviation Fund

Key Financials

Aviation Fund

19

(Millions)	YTD Total June 30	Revised Budget	% Budget	Forecast	Forecast vs Budget	PY % Change
Intergovernmental	2.38	3.54	67.2%	\$ 3.21	\$ (0.33)	-38.6%
Charges For Services	4.62	3.35	137.9%	6.60	3.25	89.7%
Investment Income	0.13	0.12	108.3%	0.15	0.03	518.7%
Miscellaneous Income	0.16	-	-	0.16	0.16	307698.9%
Total Revenues	7.29	7.01	104.0%	\$ 10.12	\$ 3.11	15.1%
Personnel Services	2.08	3.18	65.4%	3.01	0.17	6.0%
Supplies	0.17	0.27	63.0%	0.24	0.03	8.2%
Repairs & Maintenance	0.42	0.80	52.5%	0.62	0.18	14.7%
Misc Services & Charges	0.64	0.97	66.0%	0.88	0.09	-2.9%
Designated Expenses	2.11	0.48	439.6%	3.21	(2.73)	775.6%
Capital Outlay	0.03	0.01	300.0%	0.03	(0.02)	-77.4%
Debt Service	0.27	0.40	67.5%	0.37	0.03	10731.1%
Other Financial Uses	1.70	1.70	100.0%	1.70	-	236.6%
Total Expenses	7.42	7.81	95.0%	\$ 10.06	\$ (2.25)	84.8%
Net Change	\$ (0.13)	\$ (0.80)		\$ 0.06		
Fund Balance - Beginning	2.75	2.75		2.75		
Fund Balance - Ending	2.62	1.95		2.81		

20

Golf Course Fund

Key Financials

Golf Course Fund

21

Revenues (in Millions)	YTD Total June 30	Revised Budget	% Budget	Forecast	Forecast vs Budget	PY % Change
Charges For Services	1.36	1.54	88.3%	\$ 1.94	\$ 0.40	1.8%
Investment Income	0.01	0.01	100.0%	0.01	-	69.3%
Total Revenues	1.37	1.55	88.4%	\$ 1.95	\$ 0.40	2.0%
Repairs & Maintenance	0.01	0.01	100.0%	0.02	(0.01)	400.2%
Misc Services & Charges	1.29	1.48	87.2%	1.66	(0.18)	6.3%
Debt Service	0.11	0.22	50.0%	0.22	-	0.0%
Total Expenses	\$ 1.41	\$ 1.71	82.5%	\$ 1.90	\$ (0.19)	10.1%
Net Change	\$ (0.04)	\$ (0.16)		\$ 0.05		
Fund Balance - Beginning	0.31	0.31		0.31		
Fund Balance - Ending	\$ 0.27	\$ 0.15		\$ 0.36		

22

Hotel Occupancy Tax (HOT) Fund

Key Financials

Hotel Occupancy Tax Fund

23

(Millions)	YTD Total June 30	Revised Budget	% Budget	Forecast	Forecast vs Budget	PY % Change
Taxes	1.58	1.99	79.4%	\$ 2.08	\$ 0.09	16.3%
Intergovernmental	0.08	0.09	88.9%	0.08	(0.01)	-17.2%
Charges For Services	0.67	0.98	68.4%	0.93	(0.05)	2.2%
Investment Income	0.02	0.07	28.6%	0.04	(0.03)	-52.8%
Total Revenues	2.35	3.13	75.1%	\$ 3.13	\$ 0.00	8.7%
Personnel Services	0.75	1.05	71.4%	1.06	(0.01)	5.9%
Supplies	0.04	0.06	66.7%	0.06	-	0.7%
Repairs & Maintenance	0.05	0.07	71.4%	0.07	-	-43.1%
Misc Services & Charges	0.50	0.82	61.0%	0.70	0.12	-3.6%
Designated Expenses	0.30	0.48	62.5%	0.52	(0.04)	-37.6%
Debt Service	0.06	0.72	8.3%	0.71	0.01	-15.0%
Other Financial Uses	-	-	-	-	-	0.0%
Total Expenditures	1.70	3.20	53.1%	3.12	\$ 0.08	-17.1%
Net Change	\$ 0.65	\$ (0.07)		\$ 0.01		
Fund Balance - Beginning	0.79	0.79		0.79		
Fund Balance - Ending	1.44	0.72		0.80		

24

Street Maintenance Fund

Key Financials

Street Maintenance Fund

25

<u>(Millions)</u>	<u>YTD Total June 30</u>	<u>Revised Budget</u>	<u>% Budget</u>	<u>Forecast</u>	<u>Forecast vs Budget</u>	<u>Inc/Dec PY</u>
Charges For Services	7.31	10.03	73%	\$ 9.89	\$ (0.14)	0%
Investment Income	0.51	0.21	243%	0.57	0.36	36%
Total Revenues	7.82	10.24	76%	\$ 10.46	\$ 0.22	2%
Repairs & Maintenance	0.15	4.65	3%	4.06	0.59	77%
Capital Outlay	0.59	11.18	5%	11.18	-	4580%
Debt Service	0.33	1.54	21%	1.54	-	-5%
Total Expenditures	1.07	17.37	6%	\$ 16.78	\$ 0.59	140%
Net Change	\$ 6.75	\$ (7.13)		\$ (6.32)		
Fund Balance - Beginning	17.03	17.03		17.03		
Fund Balance - Ending	23.78	9.90		10.71		



Questions



City of Killeen

Staff Report

File Number: DS-26-075

Killeen Economic Development Corporation Update and Discuss Priorities



Opportunity Zone 2.0

City Council Update

Basic program overview, local nomination status, and next steps for Killeen.

PURPOSE OF THIS BRIEFING

What Council Needs to Know

1

Opportunity Zones are a federal tax incentive — not a City expenditure.

The designation can improve project feasibility by helping private capital see eligible areas as investable.

2

KEDC nominated 17 Killeen census tracts to the Governor's Office.

The nomination was completed by KEDC on June 22, 2026, ahead of the state's local submission deadline.

3

Designation is a tool, not a project guarantee.

Local readiness, infrastructure, sites, incentives, and a clear pipeline will determine practical value.

What Are Opportunity Zones?

Opportunity Zones are federally designated census tracts where eligible private investments may receive federal tax benefits.

In summary, they are a tool to help draw private capital into qualifying communities.

1 A designated place

The geography is a census tract, not a single property or project.

2 An investment vehicle

Investors generally use a Qualified Opportunity Fund to place eligible capital.

3 A federal tax benefit

The benefit is federal and tied to qualified, long-term private investment.

Local takeaway: OZ status can help market Killeen sites and strengthen project financing. It does not spend City funds, approve zoning, or guarantee a project.

HOW THE INCENTIVE WORKS

Opportunity Zones: Basic Mechanics

Opportunity Zones are census tracts where certain long-term investments may receive federal tax benefits when made through a Qualified Opportunity Fund.



In Summary, the designation makes eligible areas more attractive to investors, but the market still needs real projects that can be financed, permitted, built, and operated.

What Changed Under Opportunity Zone 2.0

Permanent program structure

The federal incentive was made permanent, with new designation rounds every 10 years.

New map cycle

OZ 2.0 creates a new map beginning in 2027; OZ 1.0 tracts are not automatically recertified.

Tighter eligibility screen

The Governor's Office identifies MFI and poverty thresholds as the primary federal eligibility tests.

25% state nomination cap

Governors can nominate up to 25% of eligible low-income census tracts.

Local project viability matters

The state asked communities to prioritize tracts where capital can realistically deploy in 24–48 months.

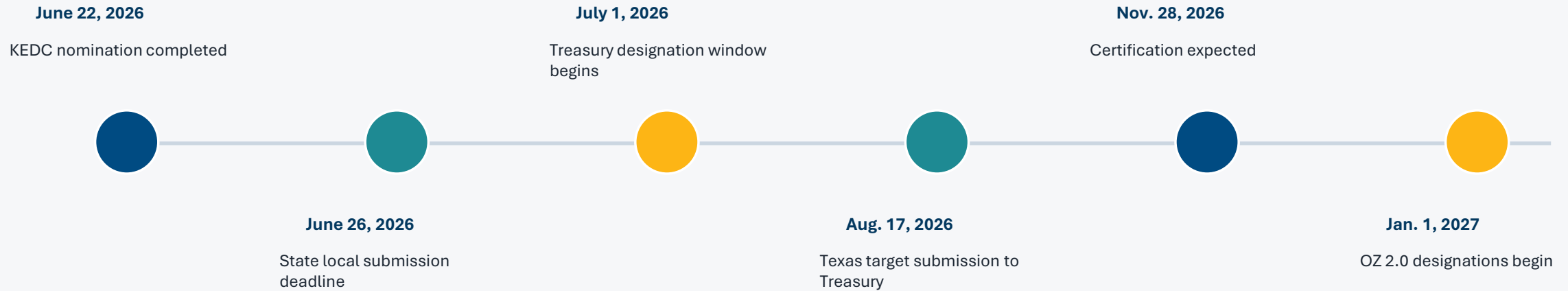
Rural enhancements

Enhanced benefits exist for rural Opportunity Zones; Killeen's submitted tracts are non-rural.

WHERE KILLEEN IS IN THE PROCESS

Designation Process and Timeline

The state process is led by the Texas Economic Development & Tourism Office within the Office of the Governor.



Note: Local nomination does not equal final designation. The Governor's Office reviews submitted tracts and Treasury certifies the final map.

SUBMITTED BY KEDC

Killeen Nomination Summary

17

census tracts nominated

June 22

nomination completed by
KEDC

26.1%

average poverty rate

64.9%

average MFI ratio

**Final Designation
Pending**

Governor's Office / U.S.
Treasury Review

Nomination themes

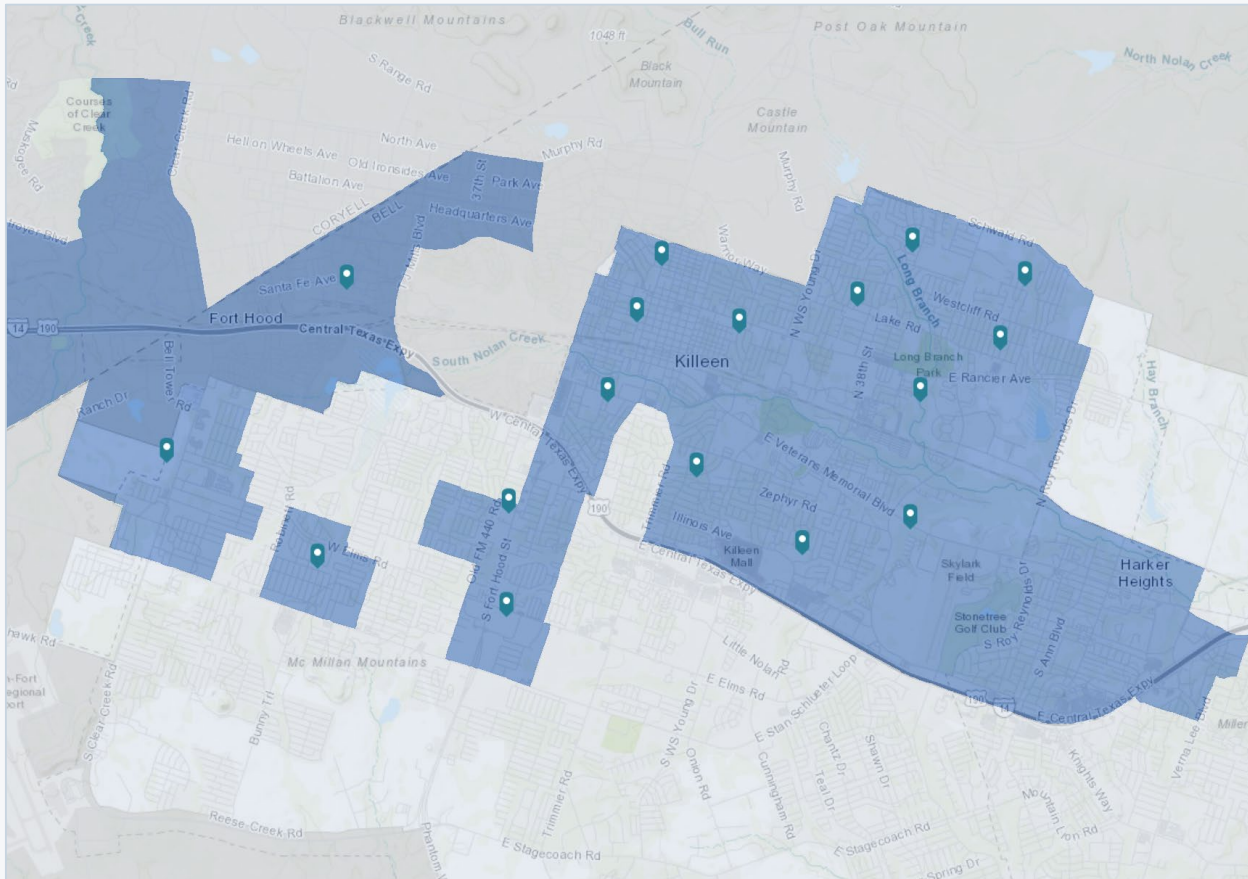
- North Killeen housing and neighborhood retail access
- Fort Hood gateway corridors and military-support redevelopment
- Downtown reinvestment and mixed-use infill
- Business park, aviation, and industrial-adjacent opportunities
- Medical, education, and workforce-supporting nodes

Eligibility snapshot

13 of 17 tracts met the $MFI \leq 70\%$ screen; 12 of 17 met the poverty $\geq 20\%$ screen. Some tracts qualify through one test while others qualify through the combined poverty/MFI test.

All submitted tracts were identified as non-rural in the nomination packet.

Submitted Killeen Census Tracts



Source image: KEDC submitted tract map.

Nomination footprint

The submitted map focuses on investment-ready corridors and neighborhoods where OZ status could complement local planning, redevelopment and housing priorities.

17 census tracts

Submitted to the Governor's Office as KEDC's local recommendation.

Why These Tracts Were Prioritized

KEDC prioritized tracts where Opportunity Zone status could support realistic reinvestment themes already aligned with local planning and market needs.

Housing + neighborhood services

Support infill and workforce housing so neighborhood retail can follow population growth.

Corridor redevelopment

Improve feasibility for aging commercial properties along gateways serving Fort Hood and north Killeen.

Downtown reinvestment

Strengthen mixed-use, infill, streetscape, and public-investment momentum downtown.

Business + industrial assets

Increase competitiveness for business park, airport-adjacent, logistics, and military-support investments.

Medical + education anchors

Use the incentive to complement existing employment centers and workforce-serving assets.

How City Support Strengthens Competitiveness

Council does not designate Opportunity Zones. Local actions can make designated tracts more investable.

Planning alignment

Tie projects to the Future Land Use Map, Comprehensive Plan 2040, downtown priorities, housing needs, and corridor reinvestment.

Development readiness

Clarify infrastructure capacity, zoning pathways, permitting expectations, and site constraints early.

Local tools

Use existing tools such as TIRZ, abatements, rebates, façade improvements, workforce partnerships, and targeted infrastructure when appropriate.

Project pipeline

Prepare investor-ready narratives around sites, market demand, public investment, and likely development timelines.

WHAT HAPPENS NEXT

Next Steps and Council Takeaway

1

Track certification

Monitor Governor's Office and Treasury updates through final certification.

3

Coordinate locally

Work with City staff to identify project readiness, infrastructure questions, and policy alignment.

2

Prepare investor materials

Convert designated tracts into site-specific narratives, maps, and prospect talking points.

4

Protect flexibility

Treat designation as a tool in the broader economic development toolkit, not a standalone strategy.



City of Killeen

Staff Report

File Number: DS-26-076

Discuss Proposed Fiscal Year 2027 Operating and CIP Budget

City of Killeen, Texas
Fiscal Year 2027 / Tax Year 2026

Estimated Taxpayer Impact - Certified Tax Roll			
The following table shows the estimated effect of the City's proposed FY 2027 tax rate on the median-valued residence homestead.			
Calculation	FY 2026 Current Fiscal Year	FY 2027 Proposed Budget	FY 2027 Balanced Budget at No-New-Revenue Rate
Tax rate per \$100	\$0.7014	\$0.7301	\$0.7048
Median Homestead Value	\$232,585.00	\$232,822.00	\$232,822.00
Estimated City Tax Bill	\$1,631.35	\$1,699.83	\$1,640.93
Change from FY 2026	-	\$68.48 increase	\$9.58 increase
<i>Estimated City Tax Bill = Median Homestead Value × Tax Rate ÷ 100.</i>			
House Bill 1522 requires the City to compare the property-tax bill for the median-valued residence homestead in the current fiscal year with the estimated bill for the upcoming fiscal year under the proposed budget and under a balanced budget funded at the no-new-revenue tax rate. This estimate uses the median homestead values reported by the Tax Appraisal District of Bell County and reflects City property taxes only.			



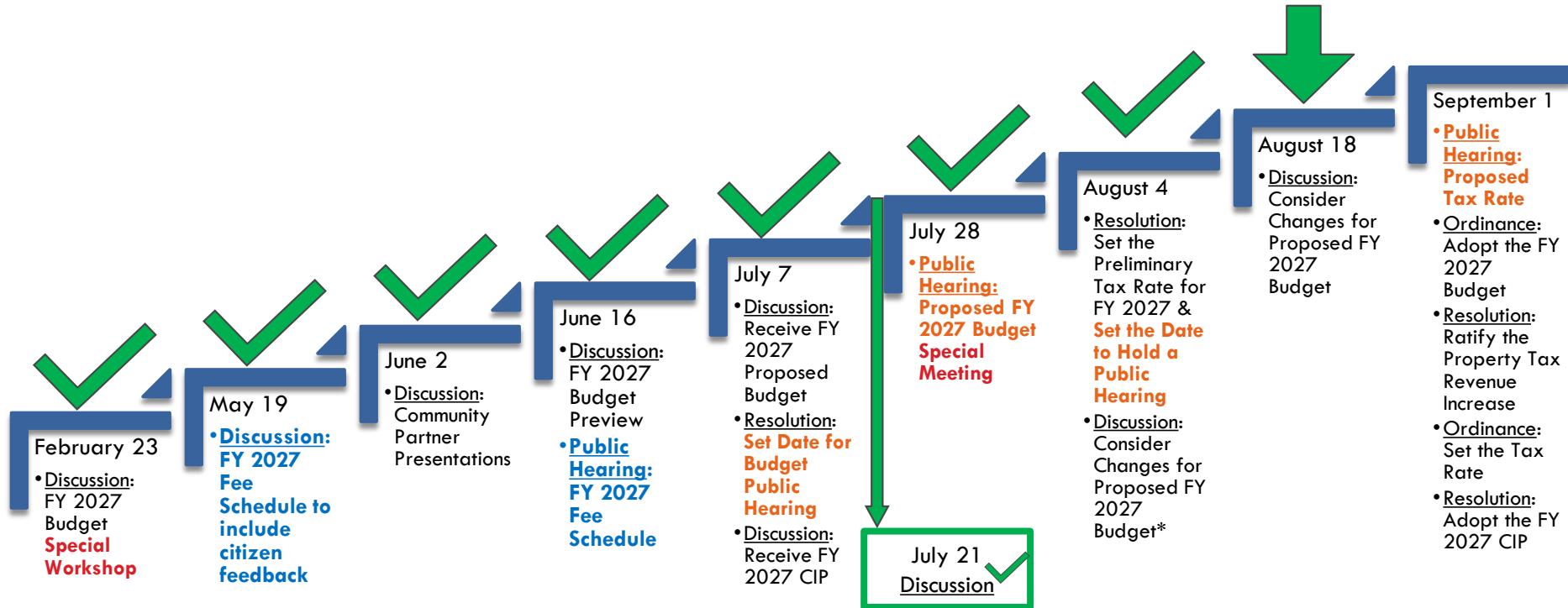
FY 2027 PROPOSED BUDGET

DS-26-076

August 18, 2026

Budget Calendar

2



FY 2027 Original Proposed Budget Summary

3

Fund Group	Projected Beginning Fund Balance	FY 2027 Revenues	FY 2027 Expenses	Change in Fund Balance	Projected Ending Fund Balance	Fund Balance Reserve
General Fund	\$ 29,234,255	\$ 137,606,527	\$ 137,606,527	\$ -	\$ 29,234,255	21.24%
Water & Sewer Fund	9,547,412	52,924,127	52,924,127	-	9,547,412	18.04%
Capital Project Funds	27,279,598	22,845,702	41,835,235	(18,989,533)	8,290,065	19.82%
Solid Waste Fund	7,313,748	29,775,183	29,775,183	-	7,313,748	24.56%
Internal Service Funds	7,442,527	24,926,975	26,982,289	(2,055,314)	5,387,213	19.97%
Debt Service Fund	5,596,570	20,179,855	20,765,593	(585,738)	5,010,832	24.13%
Other Special Revenues	4,707,348	13,994,167	15,541,653	(1,547,486)	3,159,862	20.33%
Street Maintenance Fund	10,708,422	10,491,214	18,770,055	(8,278,841)	2,429,581	12.94%
Aviation Fund	1,807,082	7,044,457	7,044,457	-	1,807,082	25.65%
Drainage Utility Fund	1,649,289	5,383,858	5,383,858	-	1,649,289	30.63%
Hotel Occupancy Tax	560,875	3,049,821	3,049,821	-	560,875	18.39%
Golf Course Fund	329,069	2,117,331	2,073,025	44,306	373,375	18.01%
Subtotal	\$ 106,176,195	\$ 330,339,217	\$ 361,751,823	\$ (31,412,606)	\$ 74,763,589	
Less Interfund Activity		(45,043,320)	(45,043,320)			
Adjusted Total		\$ 285,295,897	\$ 316,708,503			

Changes from Proposed

4

Budget Changes - General Fund	Revenue	Expenditure
FY 2027 Proposed Budget	137,606,527	137,606,527
Reduce: Property Tax	(362,235)	-
Reduce: 2 FTE (Traffic Engineer & Custodian)	-	(217,236)
Reduce: Lobby Services Contract	-	(99,999)
Reduce: Operating Reductions-Engineering Services	-	(45,000)
Total - General Fund	137,244,292	137,244,292

Budget Changes - Debt Service Fund	Revenue	Expenditure
FY 2027 Proposed Budget	20,179,855	20,765,593
Reduce: Property Tax	(748,699)	-
Total - Debt Service Fund	19,431,156	20,765,593

Budget Changes - Health Insurance ISF	Revenue	Expenditure
FY 2027 Proposed Budget	10,311,194	11,578,833
Reduce: Health Insurance for 2 Cut FTEs	(14,272)	-
Total - Health Insurance ISF	10,296,922	11,578,833

FY 2027 Adjusted Proposed Budget Summary

5

Fund Group	Projected Beginning Fund Balance	FY 2027 Revenues	FY 2027 Expenses	Change in Fund Balance	Projected Ending Fund Balance	Fund Balance Reserve
General Fund	\$ 29,234,255	\$ 137,244,292	\$ 137,244,292	\$ -	\$ 29,234,255	21.30%
Water & Sewer Fund	9,547,412	52,924,127	52,924,127	-	9,547,412	18.04%
Capital Project Funds	27,279,598	22,845,702	41,835,235	(18,989,533)	8,290,065	19.82%
Solid Waste Fund	7,313,748	29,775,183	29,775,183	-	7,313,748	24.56%
Internal Service Funds	7,442,527	24,912,703	26,982,289	(2,069,586)	5,372,941	19.91%
Debt Service Fund	5,596,570	19,431,155	20,765,593	(1,334,438)	4,262,132	20.52%
Other Special Revenues	4,707,348	13,994,167	15,541,653	(1,547,486)	3,159,862	20.33%
Street Maintenance Fund	10,708,422	10,491,214	18,770,055	(8,278,841)	2,429,581	12.94%
Aviation Fund	1,807,082	7,044,457	7,044,457	-	1,807,082	25.65%
Drainage Utility Fund	1,649,289	5,383,858	5,383,858	-	1,649,289	30.63%
Hotel Occupancy Tax	560,875	3,049,821	3,049,821	-	560,875	18.39%
Golf Course Fund	329,069	2,117,331	2,073,025	44,306	373,375	18.01%
Subtotal	\$ 106,176,195	\$ 329,214,010	\$ 361,389,588	\$ (32,175,578)	\$ 74,000,617	
Less Interfund Activity		(45,029,048)	(45,029,048)			
Adjusted Total		\$ 284,184,962	\$ 316,360,540			

Recommendation

6

- Provide a motion of direction to incorporate the proposed changes presented into the FY 2027 Proposed Budget for final adoption on September 1, 2026.