



# City of Killeen

## Agenda

### City Council

Tuesday, April 21, 2026

3:00 PM

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

#### Call to Order and Roll Call

- |  |   |
|--|---|
| <input type="checkbox"/> Riakos Adams, Mayor | <input type="checkbox"/> Joseph Solomon |
| <input type="checkbox"/> Ramon Alvarez       | <input type="checkbox"/> Vacant         |
| <input type="checkbox"/> Anthony Kendrick    | <input type="checkbox"/> Vacant         |
| <input type="checkbox"/> Jessica Gonzalez    | <input type="checkbox"/> Vacant         |

#### Invocation

#### Pledge of Allegiance

#### Approval of Agenda

#### Presentations

#### Work Session

Discuss agenda items 1-14 for the April 21, 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 sign up prior to the start of the Council meeting, may 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

1. [MN-26-013](#) Consider Minutes of Regular City Council Meeting of March 24, 2026.

2. [RS-26-054](#) Consider a memorandum/resolution accepting the dedication of 14.42 acres of land within the Preserve at a Thousand Oaks Planned Unit Development as public parkland.
- Attachments:** [Agreement](#)  
[Title Commitment](#)  
[Land Title Survey](#)  
[Tax Certificate](#)  
[Deed](#)  
[Presentation](#)
3. [RS-26-055](#) Consider a memorandum/resolution approving a Maintenance Support Contract with Cooper Crouse-Hinds, LLC, to provide Maintenance Support for the Airport Lighting Control System at Killeen Regional Airport, in the amount of \$265,850.00.
- Attachments:** [Agreement](#)  
[Sole Source](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
4. [RS-26-056](#) Consider a memorandum/resolution awarding Bid No. 26-18, Traffic Signal Infrastructure Upgrade, to Austin Traffic Signal Construction Co., LLC, in the amount of \$646,001.50.
- Attachments:** [Agreement](#)  
[Certificate of Insurance](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
5. [RS-26-057](#) Consider a memorandum/resolution approving a contract with Symtech Live Fire Simulation Technology to build a fire tower training prop, in the amount of \$1,063,062.65.
- Attachments:** [Proposal](#)  
[Contract](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

6. [RS-26-058](#) Consider a memorandum/resolution authorizing the execution of a 10-year agreement between the City of Killeen and SEGRA, LLC to provide 2 strands of dark fiber to connect 15 City facilities to the City's network, in the amount of \$1,499,000.00.  
**Attachments:** [TIPS Contract](#)  
[Contract Verification](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
7. [RS-26-059](#) Consider a memorandum/resolution authorizing the purchase of network equipment from GTS Technology Solutions, in the amount of \$478,233.00.  
**Attachments:** [Quote](#)  
[TIPS Contract](#)  
[Contract Verification](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
8. [RS-26-060](#) Consider a memorandum/resolution authorizing a master software agreement renewal with CivicPlus, LLC, in the amount of \$424,404.82.  
**Attachments:** [Agreement](#)  
[Contract Verification](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
9. [RS-26-061](#) Consider a memorandum/resolution declaring a vacancy on the Arts Commission and appointing a new member to fill the vacancy.  
**Attachments:** [Vacancy Letter](#)  
[Presentation](#)
10. [RS-26-062](#) Consider a memorandum/resolution appointing new members to the Board of Adjustment.  
**Attachments:** [BOA Attendance Rosters](#)  
[Presentation](#)
11. [RS-26-063](#) Consider a memorandum/resolution appointing board members to the Main Street Board.  
**Attachments:** [Presentation](#)
12. [RS-26-064](#) Consider a memorandum/resolution approving the appointment of an Executive Director of Public Works.  
**Attachments:** [Resume](#)  
[Presentation](#)

13. [RS-26-065](#) Consider a memorandum/resolution approving the appointment of an Interim City Manager.

Attachments: [Presentation](#)

### Public Hearings

14. [PH-26-015](#) Hold a public hearing and consider an ordinance amending the Fiscal Year 2026 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple funds.

Attachments: [Ordinance](#)

[Presentation](#)

### 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 April 14, 2026.*

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Laura J. Calcote, 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.*

## 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.*

- *Avanti Legacy Parkview Grand Opening, April 16, 2026, 10:00 a.m., 51 N. WS Young Drive*
- *Annual Bob Gray Day, April 17, 2026, 10:00 a.m., Killeen Regional Airport*
- *Greater Killeen Chamber of Commerce's Military Relations Council's Annual Senior Command BBQ Social, April 23, 2026, 6:00 p.m., Big Hoss BBQ, 9502 E. Trimmier Rd.*
- *Celebrate Killeen Muticultural Festival, April 25, 2026, 4:00 p.m., Downtown Killeen*
- *Teen Court, April 28, 2026, 6:00 p.m., Municipal Court Building*
- *Opening Day for Baseball, Softball, T-Ball, May 2, 2026, 9:00 a.m., 2201 Veterans Memorial Blvd. - Softball Fields*
- *Main Street Program Celebration, May 27, 2026, 10:30 a.m.-12:00 p.m, Brick and Barrell, 415 N. Gray Street*

**Dedicated Service -- Every Day, for Everyone!**



# City of Killeen

## Staff Report

File Number: MN-26-013

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Consider Minutes of Regular City Council Meeting of March 24, 2026.

**City of Killeen**  
City Council Meeting  
Killeen City Hall  
March 24, 2026 at 3:00 p.m.

Presiding: Mayor Riakos Adams

Attending: Mayor Protem Ramon Alvarez, Councilmembers Anthony Kendrick, Joseph Solomon, Ramon Alvarez and Jessica Gonzalez

Also attending were City Manager Kent Cagle, Assistant City Manager Jeffery Reynolds, Assistant City Manager Laurie Wilson, City Attorney Holli Clements, Deputy City Secretary Beatrice Canseco and Sergeant-at-Arms Moore

Mayor Adams gave the invocation. Mayor Protem Alvarez led everyone in the Pledge of Allegiance.

### Approval of Agenda

*Motion was made by Councilmember Solomon to approve the agenda, as presented. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (4-0).*

### Presentations

**PR-26-007** Award of Insurance Services Organization Classification Plaque to the City of Killeen

Mayor Adams and Fire Chief Jim Kubinski recognized the Bell County Communications Center, the City of Killeen Water and Sewer Division and the Killeen Fire Department for their joint efforts in maintaining the City of Killeen's ISO Class 1 rating.

### Work Session

Discuss agenda items 2 - 13 for the March 24, 2026 Regular Session

### Citizen Comments on Agenda Items

David Bass spoke regarding DS-26-026.

Michael Fornino spoke regarding DS-26-026 and DS-26-028.

James Sills spoke regarding DS-26-028.

Mellisa Brown spoke regarding RS-26-045, DS-26-025, DS-26-026 and DS-26-028.

Heather McMillin spoke regarding DS-26-026.

### Regular Session

### Consent Agenda

- MN-26-011** Consider Minutes of Regular City Council Meeting of February 17, 2026.
- RS-26-045** Consider a memorandum/resolution accepting the annual audit report for the fiscal year ended September 30, 2025.
- RS-26-046** Consider a memorandum/resolution awarding RFP#26-17, Killeen Convention & Visitors Bureau Junetober Fest, to SBG Hospitality, in the annual amount of \$75,000.00.
- RS-26-047** Consider a memorandum/resolution adopting the Killeen Public Library Five-Year Strategic Plan 2026-2030.
- RS-26-048** Consider a memorandum/resolution dissolving the Downtown Advisory Committee and creating a Main Street Board to support downtown revitalization efforts.
- RS-26-049** Consider a memorandum/resolution appointing presiding and alternate judges for the May 2, 2026 General and Special Elections.
- RS-26-050** Consider a memorandum/resolution appointing a Councilmember to the Killeen Economic Development Corporation.
- OR-26-007** Consider an ordinance declaring an unopposed candidate and cancelling the May 2, 2026 Special Election for District 2.

The City Secretary read the caption of the ordinance:

**AN ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE MAY 2, 2026 SPECIAL ELECTION FOR DISTRICT 2; CANCELLING THE SPECIAL ELECTION IN THE DISTRICT WITH UNOPPOSED CANDIDATES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

*Motion was made by Councilmember Solomon to approve the Consent Agenda, as presented.*

*Motion was seconded by Mayor Protem Alvarez. The motion carried unanimously (4-0).*

### Public Hearings

**PH-26-010** Hold a public hearing and consider a City-Initiated request on behalf of six (6) property owners (Case# Z26-01) to rezone approximately 1.18 acre, being Lots 1-2, 4-7, Block 1, Wanda Park from "B-5" (Business District) to "R-2" (Two-Family Residential District). The subject properties are locally addressed as 1810, 1814, 1906, 1910, 1914, and 2002 Wood Avenue, Killeen, Texas.

The City Secretary read the caption of the ordinance:

**AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 1.18 ACRE BEING LOTS 1-2, 4-7, BLOCK 1, WANDA PARK FROM "B-5" (BUSINESS DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); 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.

Mayor Adams opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Mayor Protem Alvarez to approve PH-26-010. Motion was seconded by Councilmember Solomon. The motion carried unanimously (4-0).*

**PH-26-011** Hold a public hearing and consider a City-initiated request, on behalf of Welstand Properties, LLC, (Case# Z26-02) to rezone approximately 0.16 acre, being Lot 1, Block 1, Ernest Bridges Subdivision, and a 12' x 115' strip adjoining on the north from "B-5" (Business District) to "R-1" (Single-Family Residential District). The subject property is locally addressed as 1011 Rocky Lane, Killeen, Texas.

The City Secretary read the caption of the ordinance:

**AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.16 ACRE, BEING LOT 1, BLOCK 1, ERNEST BRIDGES SUBDIVISION, AND A 12' X 115' STRIP ADJOINING ON THE NORTH, FROM "B-5" (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.**

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.

Mayor Adams opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Councilmember Solomon to approve PH-26-011. Motion was seconded by Mayor Protem Alvarez. The motion carried unanimously (4-0).*

**PH-26-012** Hold a public hearing and consider a City-initiated request, on behalf of Anthony Michael Barrett, (Case# Z26-03) to rezone approximately 0.99 acre, being Lots 1-6, Block 1, Bonner Terrace Subdivision, from "B-3" (Local Business District) to "R-2" (Two-Family Residential District). The subject properties are locally addressed as 1302, 1304, 1306, 1308, 1310, and 1312 West Jasper Drive, Killeen, Texas.

The City Secretary read the caption of the ordinance:

**AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.99 ACRE BEING PART OF LOTS 1-6, BLOCK 1, BONNER TERRACE SUBDIVISION FROM "B-3" (LOCAL BUSINESS DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); 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.

Mayor Adams opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Councilmember Solomon to approve PH-26-012. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (4-0).*

**PH-26-013** Hold a public hearing and consider a City-initiated request, on behalf of six (6) property owners, (Case# Z26-04) to rezone approximately 1.16 acre, being Lots 1-3, Block 4 out of the Western Hills 1st Phase Subdivision, and Lots 1-3, Block 20 out of the Western Hills 2nd Phase Subdivision from "B-3" (Local Business District) to "R-1" (Single-Family Residential District). The subject properties are locally addressed as 1801, 1803, and 1805 Leader Drive; and 1802, 1804, and 1806 Mona Drive, Killeen, Texas.

The City Secretary read the caption of the ordinance:

**AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 1.16 ACRE BEING PART OF LOTS 1-3, BLOCK 4, WESTERN HILLS 1ST PHASE SUBDIVISION, AND LOTS 1-3, BLOCK 20, WESTERN HILLS 2ND PHASE SUBDIVISION 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.**

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.

Mayor Adams opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Councilmember Solomon to approve PH-26-013. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (4-0).*

### Discussion Item

**DS-26-022** Inclusive Programming and Future Amenity Opportunities

Staff Comments: Antonio Murphy, Executive Director of Parks and Recreation  
Mr. Murphy presented this item to City Council for discussion and consideration. Mr. Murphy was available to provide additional information and to answer questions.

*Motion of direction was made by Mayor Protem Alvarez directing staff to further develop and refine a phased plan for inclusive programming. Motion was seconded by Councilmember Solomon. The motion carried unanimously (4-0).*

**DS-26-023** Discuss and consider Fiscal Year 2025 excess fund balance and potential allocation options.

Staff Comments: Judith Tangalin, Executive Director of Finance  
Ms. Tanglin presented this item to City Council for discussion and consideration. Ms. Tangalin was available to provide additional information and to answer questions.

*Motion of direction was made by Mayor Protem Alvarez directing staff to proceed with the proposed use of General Fund FY 2025 excess fund balance for one-time purposes to be incorporated into the Mid-Year Budget Amendment. Motion was seconded by Councilmember Solomon. The motion carried unanimously (4-0).*

**DS-26-024** Discuss potential bond refunding to reduce debt service costs

Staff Comments: Judith Tangalin, Executive Director of Finance  
Ms. Tanglin presented this item to City Council for discussion and consideration. Ms. Tangalin was available to provide additional information and to answer questions.

*Motion of direction was made by Councilmember Solomon directing staff to proceed with bond refunding process. Motion was seconded by Mayor Protem Alvarez. The motion carried unanimously (4-0).*

**DS-26-025** Discuss and consider co-naming Elms Road to Grey Wolves Trail from Clear Creek Road to Robinett Road.

Staff Comments: Wallis Meshier, Executive Director of Development Services

Ms. Meshier and Councilmember Kendrick presented this item to City Council for discussion and consideration. Ms. Meshier and Councilmember Kendrick were available to provide additional information and to answer questions.

*Motion of direction was made by Councilmember Kendrick directing staff to include "Grey Wolves Trail" as a co-name to Elms Road street signs between Clear Creek Road and Robinette Road. The motion was seconded by Councilmember Gonzalez.*

*An amendment to the motion was made by Councilmember Gonzalez to require the project be funded privately by Councilmember Kendrick and Mayor Protem Alvarez. Motion to amend was seconded by Mayor Protem Alvarez. The amendment carried unanimously (4-0).*

*The motion carried unanimously (4-0).*

**DS-26-026** Discuss and consider City Council meeting agenda format.

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 was made by Councilmember Solomon to table further discussion following the regularly scheduled review by Council following the May 2, 2026 General and Special Elections. The motion was seconded by Councilmember Gonzalez. The motion carried unanimously (4-0).*

**DS-26-027** Discuss and consider a letter of support for the BASIC Act.

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

*Motion of direction was made by Mayor Protem Alvarez to approve a letter of support for the BASIC Act. Motion was seconded by Councilmember Solomon. The motion carried unanimously (4-0).*

### Executive Session

**DS-26-028** City Manager Quarterly Review

At 5:42 p.m., Mayor Adams called for City Council to recess the meeting into Executive Session.

Per V.T.C.A., Government Code Section 551.074 - Personnel Matters, the City Council will conduct a City Manager quarterly review. Public discussion of this matter would not be in the best interest of the city.

At 6:43 p.m., Mayor Adams reconvened the City Council meeting into Regular Session.

**RQ-26-002** Housing Affordability and Tiny Homes/ADUs

*Motion of direction was made by Mayor Protem Alvarez to approve RQ-26-002 for discussion at the April 7, 2026 City Council Meeting. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (4-0).*

**Adjournment**

With no further business, upon motion being made by Councilmember Solomon, seconded by Councilmember Kendrick, and unanimously approved, the meeting was adjourned at 6:43 p.m.



# City of Killeen

## Staff Report

File Number: RS-26-054

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Consider a memorandum/resolution accepting the dedication of 14.42 acres of land within the Preserve at a Thousand Oaks Planned Unit Development as public parkland.

**DATE:** April 21, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Antonio Murphy, Executive Director of Parks and Recreation

**SUBJECT:** Acceptance of 14.42 acres of land as parkland dedication

### **BACKGROUND AND FINDINGS:**

On August 9, 2022, the City Council approved an ordinance (Ordinance No. 22-058) to rezone approximately 390.72 acres from "A" (Agricultural District) to a Planned Unit Development (PUD), known as Preserve at Thousand Oaks. In accordance with the approved PUD, the developer, Flintrock Builders, is now proposing to dedicate 14.42 acres of parkland with Phase 2 of the development.

According to Killeen Code of Ordinances section 26-135(C), any land proposed for dedication to the City must be reviewed by the Planning Director and recommended by the Parks Director. These reviews and recommendations are based on the criteria set forth in this article and the most recently adopted version of the Parks Plan. The City Council must formally accept all property proposed for land dedication prior to the submission of a final plat.

The proposed parkland is in alignment with the Killeen Parks and Open Space Master Plan. Specifically, recommendation PS4, which seeks to identify suitable properties for the development of two additional community parks in the southern areas of the City as it continues to grow. Furthermore, it adheres to the parkland dedication and development recommendations, as well as the objectives for linear park and trail expansion outlined in the Master Plan and complies with the Killeen Code of Ordinances section 26-128.

The 14.42 acres of parkland will include a playground, pavilion, picnic tables, parking lot, open space, and 8-foot-wide trail. The development also includes plans for additional parkland, with delivery details outlined in the accompanying agreement.

### **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 FY 2026 cost is \$8,750 for park maintenance paid to the Homeowner's Association.

Ongoing annual cost is \$35,000 to be made in quarterly payments upon execution of a Memorandum of Agreement. This amount will require periodic revisions to account for inflation and the addition of new acreage as it comes online.

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

Recurring

**Is this revenue/expenditure budgeted?**

Yes, funds are budgeted in the Parks Division Professional Services account 100-54250-300-306-000000.

**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 recommends that City Council approve the memorandum/resolution accepting the dedication of 14.42 acres of land within the Preserve at a Thousand Oaks Planned Unit Development as public parkland, and authorize the City Manager, or designee, to execute all documents necessary to accept the parkland dedication.

**DEPARTMENTAL CLEARANCES:**

Development Services  
Purchasing  
Finance

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement

Title Commitment

Land Title Survey

Tax Certificate

Deed

Presentation

## PARK DEVELOPMENT AGREEMENT

This Parkland Improvements and Acceptance Agreement (“**Agreement**”) is executed to be effective as of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), by and between, the CITY OF KILLEEN, TEXAS, a home-rule municipal corporation (“**City**”), and FLINTROCK BUILDERS, a Texas-based development company (“**Developer**”); collectively the “**Parties**”.

### RECITALS

**WHEREAS**, Developer is developing The Preserve at Thousand Oaks, a residential subdivision located within the corporate limits of the City of Killeen, Texas (the “**Development**”);

**WHEREAS**, Section 26-159 of the City of Killeen Code of Ordinances requires a property developer to enter into a written Park Development Agreement with the City establishing the terms of development of parkland and greenspace within the Development;

**WHEREAS**, Developer intends to dedicate parkland and construct related public improvements pursuant to the City’s subdivision and parkland dedication ordinances within the Development; and

**WHEREAS**, the Parties seek to define the scope and timing of these parkland improvements and allow flexibility for minor adjustments without requiring a formal amendment to the Planned Unit Development (PUD).

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

#### I. Parkland Dedication

Developer agrees to dedicate approximately fifty-eight acres of land within the Development to the City for public parkland use. Said parkland is designated as Tracts E, F, G, and S as shown in the Amended Preliminary Plat, dated June 17,2025, for The Preserve at a Thousand Oaks, attached hereto as Exhibit “A,” and the anticipated parkland development is more thoroughly depicted in the Parks Master Plan, attached hereto as Exhibit “B,” both of which are incorporated herein for all purposes.

#### II. Park Improvements

A. The location of the amenities shown on Exhibit B shall be amended as shown in Article II(B).

B. Developer shall construct, at a minimum, the following improvements on the dedicated parkland, subject to review and written approval by the City:

1. ADA-accessible concrete walking trail, minimum eight feet wide and approximately 13,200 feet long, shall include at least one pedestrian connection

- point every 1,000 feet, where feasible due to topography or water crossing constraints, ensuring pedestrian connectivity throughout the development and providing a connection north of Tract F, indicated by a 15-foot access easement;
2. ADA-accessible concrete walking trail, minimum five feet wide and approximately 1,600 feet long located in Phase 2;
  3. Playground structure and swing sets with minimum of 5,600 square feet of safety surfacing, located in Tract G;
  4. One parking lot located in Tract G;
  5. Two covered pavilions, minimum size shall be 30 feet x 30 feet, with picnic tables and seating located in Tract G;
  6. All picnic table seating shall include at least one ADA-compliant table per location in accordance with federal accessibility guidelines;
  7. Picnic tables, benches, and trash receptacles, appropriately distributed throughout the parkland and green space;
  8. One fenced dog park located within Tract F;
  9. Provide approximately 30 parking spaces, located adjacent to Tract F, to provide off street parking; and
  10. One covered pavilion, minimum size 30 feet x 30 feet, with picnic tables and seating located in Tract F.

C. Developer reserves the right to install additional amenities within the parkland, including but not limited to sports courts, disc golf course, and other complementary recreational features. Any such additions shall require prior written approval by the Executive Director of Parks and Recreation. Supporting elements such as fountains, benches, and trash receptacles shall be installed as appropriate for the primary amenity and subject to mutual agreement.

D. Detailed design specifications shall be submitted to the City and attached as Exhibit "C", upon approval.

### **III. Timing and Phasing**

A. Park improvements shall be constructed in conjunction with the phase of development in which they are geographically located, as outlined in the approved PUD.

B. All park improvements within a given phase shall be completed prior to submitting a final plat for any subsequent phase.

C. The above notwithstanding, the following exceptions and modifications are agreed to by the Parties and shall not require a formal PUD amendment:

1. The parking lot, eight-foot-wide ADA path, and the five-foot-wide ADA path shall be completed and dedicated with the plat for Phase 2.
2. The remaining Phase 2 amenities, shall be completed and dedicated at the following times:

- a. The playground structure, one pavilion, swing sets, safety surfacing (minimum 5,600 SF), picnic tables, benches, and trash receptacles shall be completed and dedicated no later than February 2026.
- b. The second pavilion and picnic tables shall be completed and dedicated with the plat for Phase 4.
- c. The remaining Phase 2 amenities, consisting of the southern portion of the 8-foot-wide trail, shall be completed and dedicated to the City with the final plat for the area currently shown as Phase 8 in Exhibit A.

#### **IV. Inspection and Acceptance**

Prior to the acceptance by the City of any of the walking trails contemplated by this Agreement, Developer shall first cause said trails to be inspected and approved by the Texas Department of Licensing and Regulation (TDLR).

Upon approval by TDLR and the completion of all other park improvements for each phase, Developer shall provide written notice to the City. The City shall inspect the improvements within thirty (30) calendar days. Upon confirmation of compliance with City standards, the City shall issue written acceptance of the improvements.

Upon acceptance, responsibility for maintenance shall transfer to the City, or to another entity designated by the City—such as a homeowners' association—pending execution of a Memorandum of Understanding or similar agreement establishing the terms and responsibilities of such assignment.

#### **V. Modifications**

Minor adjustments to the location, design, or quantity of improvements may be administratively approved in writing by both the Executive Director of Parks and Recreation and the Executive Director of Development Services. Such modifications shall not require a formal amendment to this Agreement or the PUD, provided that the recreational function and intent remain substantially consistent.

#### **VI. General Provisions**

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

B. Entire Agreement. This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein. There is no other collateral oral or written agreement among the Parties that in any manner related to the subject matter of this Agreement. No amendment to this Agreement shall be effective and binding unless it is in writing and signed by duly authorized representatives of each party.

C. Exhibits. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. In the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience

of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

D. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

E. Notice. Unless instructed otherwise in writing, the Parties agrees that all notices or communications to the other party and that are permitted or required under this Agreement shall be addressed to the following address:

**If to City:**  
City of Killeen, Texas  
Attn: Antonio Murphy  
Exec. Director of Parks and Recreation  
1700 E Stan Schlueter Loop  
Killeen, Texas 76542

**If to Developer:**  
Hereford Development, LLC  
Christopher A. Doose, IV  
President  
800 Kennedy Court  
Belton, Texas 76513

[signature page follows]

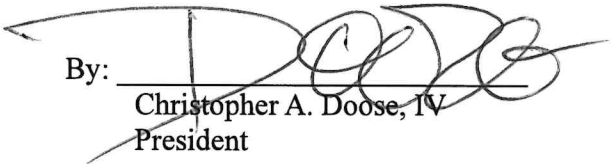
**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the Effective Date.

**CITY OF KILLEEN**

**FLINTROCK BUILDERS**

**By: C.A. Doose & Company, LLC**

By: \_\_\_\_\_  
Kent Cagle  
City Manager

By:   
Christopher A. Doose, IV  
President

# Exhibit A

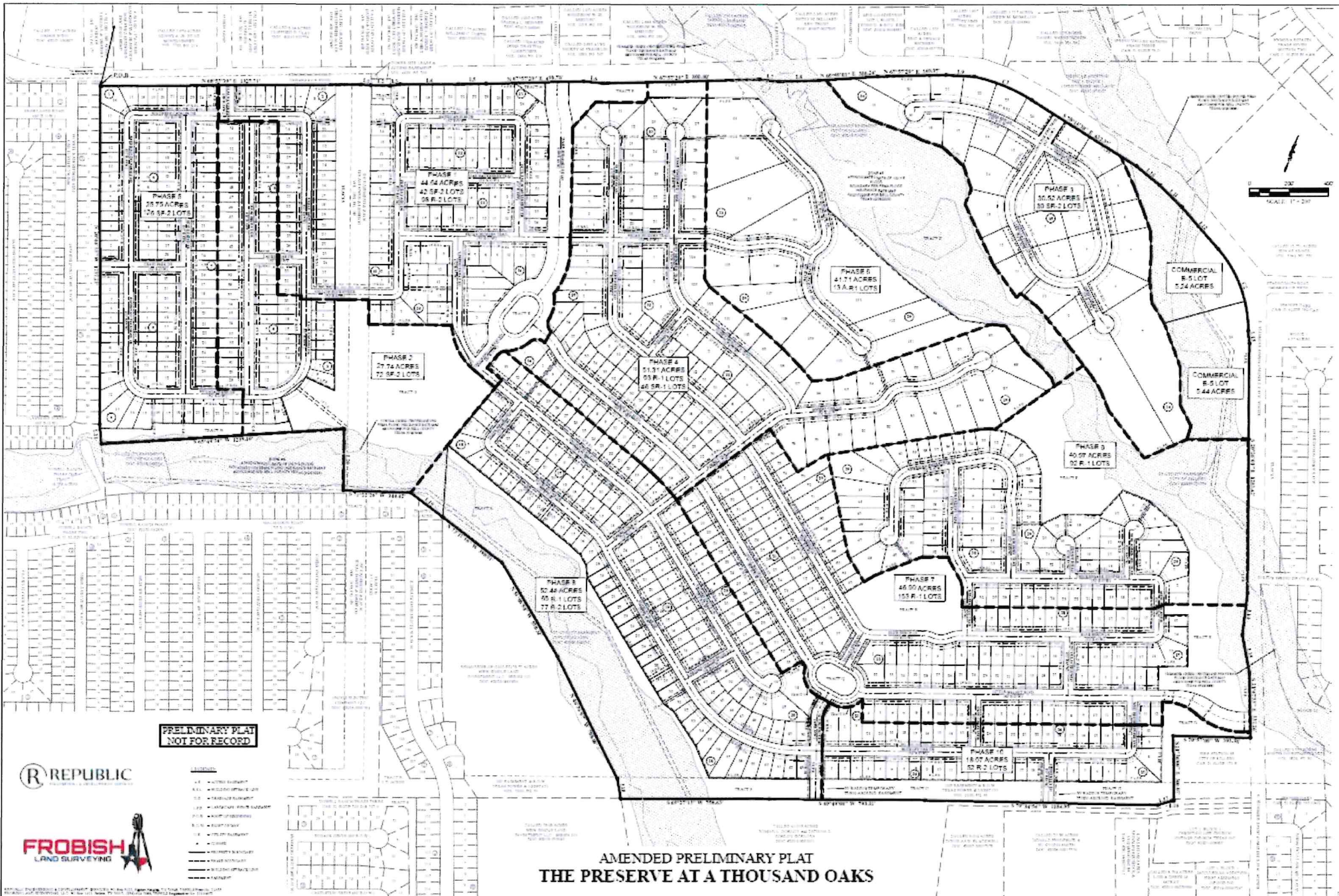











EXHIBIT B



SITE AMENITIES

-  PLAYGROUND AND COMMUNITY PARK (1)
-  DOG PARK (2)
-  5' WIDE CONCRETE TRAIL (+/- .3 MILES)
-  8' WIDE CONCRETE TRAIL (+/- 2.5 MILES)
-  FISHING POND (1)
-  PICNIC PAVILIONS (3)
-  6' PARK BENCH ALONG 8' TRAIL (1 PER .25 MILE)
-  DRINKING FOUNTAIN (3)
-  PARK / TRAIL LIGHTING (EXACT COUNT TBD)



# PRESERVE

AT THOUSAND OAKS



# EXHIBIT C

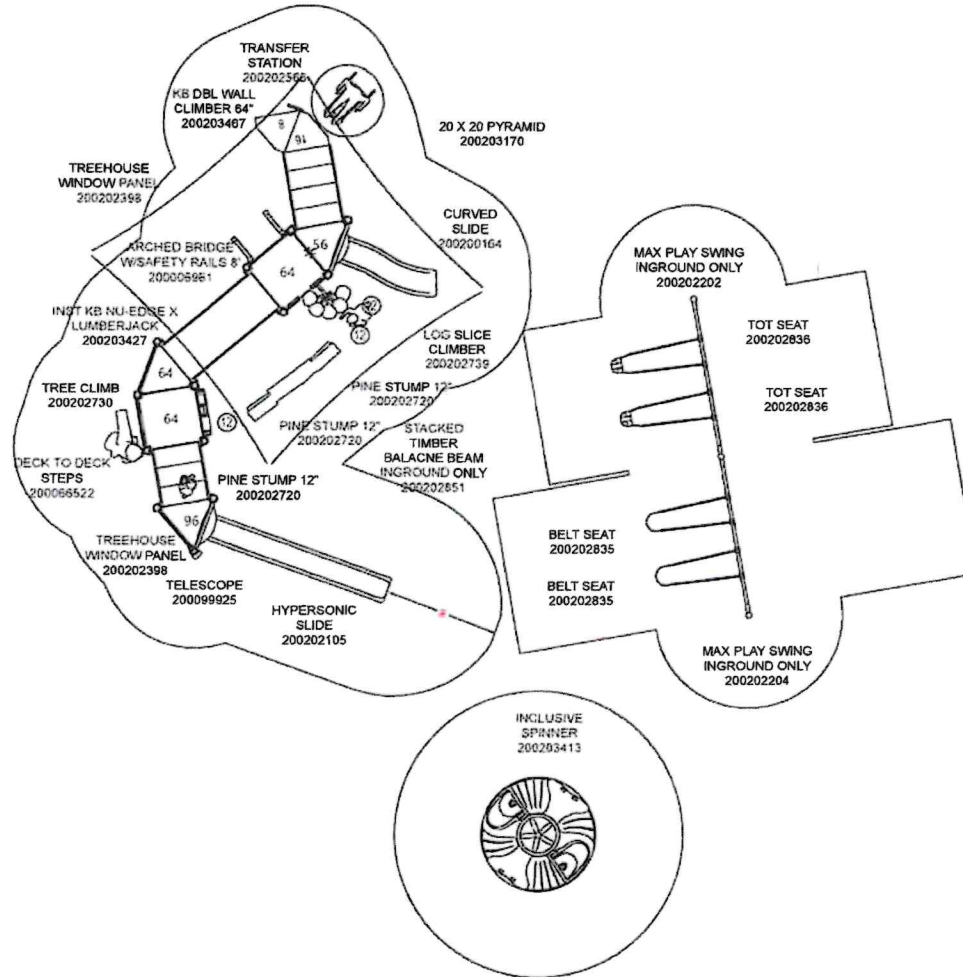


### General Notes:

#### Age Group

2-5yrs  5-12 yrs  12-17yrs  13+ yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All stack heights are measured from top of ground cover around all play equipment.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire play structure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post length, i.e. 96 represents a 96 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.



### Playground Layout Compliance:

- ASTM F1487 - Playground Equipment for Public Use
- CPSC Handbook for Public Playground Safety



The play components identified in this plan are IPEMA certified. The size and layout of these components conform to the requirements of ASTM F1487.

**Project:**  
 Preserve at Thousand Oaks  
 Killeen, TX  
 LTCPS rep:  
 Dylan Domizio  
 Lea Park & Play, Inc.  
 (972) 400-6015

Ground Space: 45'-6" x 58'-0"  
 Protective Area: 66'-6" x 68'-0"

Drawn by: Dylan Domizio

LTCPS - Farmington  
 878 East Highway 60  
 Monett, Missouri 65708  
 Voice: 1-800-325-8828  
 Fax: 417-354-2273

















# Fibar® Engineered Wood Fiber- System 100

## Product Specification and Installation Instructions

### Part I – General Information

**To download specifications and drawings in CAD format, go to <http://microsite.caddetails.com/312>**

#### Quality Control, Applicable Testing Certifications and Sustainability

- IPEMA Certification – [www.ipema.org](http://www.ipema.org)
  - IPEMA provides a Third Party Certification Service where an independent laboratory provides written validation of a participants' certification of conformance to certain safety standards for their products.
  - These certifications include ASTM F1292-18 and ASTM F2075-20.
  - The Third Party Certification Service has randomly selected and tested some of the products of the participating company.
  - The Third Party Certification Service has performed a plant and/or home office inspection, involving a review of the participants' Quality Assurance Program, installation instructions, and compliant follow up systems.
  - The list of IPEMA certified products is maintained exclusively by TUV Laboratory.
- ASTM F1292
  - Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
  - Test results must be for Engineered Wood Fiber.
  - Test results for Engineered Wood Fiber must show G-max values of less than 200G for a 12" system with a 12' drop height, and HIC values less than 1,000.
  - Test results for mats must show G-max values of less than 200G and HIC values of less than 1,000 for a 3' drop height.
- ASTM F1951
  - Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
  - Must meet the intent of the Americans with Disabilities Act (ADA).
- ASTM F2075
  - Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.
  - Material must undergo the test method described in Section 9.0 to determine the presence of tramp metal particles. Metal particles embedded or mixed in Engineered Wood Fiber may cause injury if a child were to fall on/or come in contact with them. The limit for tramp metal was set to reduce the potential of injury.
  - Standard wood chips, bark mulch or materials from recycled pallets will not be acceptable.
- LEED® Credits
  - Products assist in obtaining LEED® (Leadership in Energy and Environmental Design) credits for projects.
  - Sustainability Analysis performed by a LEED Green Associate.
  - Recycled Content, Regional Materials, and Construction Waste Management, along with others, are available for use in LEED project certification.

### Part II – Material Data

- Engineered Wood Fiber
  - Shredded wood fiber consisting of randomly sized pieces.
    - Virgin wood fiber. Must not contain recycled ground pallets.
    - The particles generally are ten (10) times longer than they are wide and frequently have whiskery strands on all faces of the fiber. Hardly any two fibers are identical in all dimensions and appearance.
    - The species of woods that are used are comprised of, but are not limited to; White Oak, Red Oak, Maple, Ash, Douglas Fir, Lodge Pole Pine, Cedar, Yellow Pine, or Poplar.
    - Contains no more than 15% fines to aid in compaction.
- Drainage System – Patented under U.S. Patent numbers 4,679,963; 5,026,207 and 5,076,726, and other patents pending.
  - FibarFelt
    - Needle-punched 100% non-woven geotextile fabric that separates the Engineered Wood Fiber from soil below.

- Material allows water to flow through, and prevents rock and soil contamination of the Engineered Wood Fiber.
    - Designed to cover the sub-grade and drainage matrix to ensure proper drainage.
    - Seams should be overlapped 3”.
- Accessory Items
  - FibarMat
    - 3’ x 3’ x 1.5” with beveled edges (ADA compliant) on all sides.
    - Placed under each swing seat, tire swing, slide exit, and sliding poles.
    - Prevents excessive wear under swings and slides.
    - Recommended to be placed on top of the Engineered Wood Fiber.
  - ADA Wheelchair Access Ramp
    - Crafted from High-Density Polyethylene.
    - Won’t fade, splinter or crack.
    - Wide enough for motorized wheelchairs.
  - FibarGuard Borders
    - Crafted from High-Density Polyethylene.
    - Won’t fade, splinter or crack.
    - Rounded corners prevent injury.
    - Four feet long and 12” high.

### Part III – Site Preparation and System 100 -Installation

**PLEASE NOTE:** In accordance with standard design and construction practices, The Fibar Group LLC and its Representatives recommend using the services of a certified engineer, architect, or landscape architect who is familiar with local soil and climate conditions to evaluate and interpret any information provided by The Fibar Group LLC and its Representatives. The Fibar Group LLC assumes no responsibility for determining the size of the playground or the safety zone between the equipment and the border. Installer must thoroughly examine the site and specifications, carefully checking the dimensions before starting work. All instructions are subject to equipment manufacturers’ installation specifications and in accordance with the licensing requirements of The Fibar Group, LLC, these specifications, and conformance with the dimensions, notes and details shown on the plans.

- In-Ground Installation (Exiting at Grade Level)
  - Excavate area to proper depth, based on Critical Fall Height.
  - Minimum 1% downward grade to ensure proper drainage to FibarDrain Strip.
  - On grades of greater than 10% - use of FibarSystems is not recommended.
  - Remove all roots, stones, and vegetation.
  - Accurately grade and firmly compact entire area, especially where fill materials have been utilized.
  - Excavate trench 2” wide x 6” deep, perpendicular to grade at lowest point of playground area. Line with FibarFelt and fill with free draining stone. Envelope stone with FibarFelt.
  - Connect low end to storm drain or similar device to remove collected water.
  - Install playground equipment.
  - Install retaining border or curb.
  - Cover sub-grade with FibarFelt.
    - Allowing 3” overlap at all seams.
    - Slit to fit around footings of equipment.
    - Overlap all slits with either next piece of FibarFelt or scrap piece, to ensure complete coverage.
  - Permanently mark, with paint or other type of permanent marker, all the legs of the playground equipment with the compacted system design depth.
  - Spread Fibar® Wood Fiber using a Bobcat, small front-end loader or our Express Blower Trucks.
    - Care should be taken when driving over FibarDrain.
    - Do not make sharp turns on FibarFelt or FibarDrain.
  - Install all materials delivered.
    - Additional materials are supplied to account for natural compaction.
    - Feather edges to make smooth transition to grade or border.
  - Install FibarMat wear mats on top of the Fibar EWF.
  - Hand-rake for a smooth & level finished surface. Natural compaction will occur over time and is dependent on the amount of playground use and environmental conditions.
    - To accelerate the compaction process, Fibar Engineered Wood Fiber can be mechanically compacted at an additional cost. The Fibar can be compacted in the accessible route to the equipment or the entire surface area. To mechanically compact the Fibar, install in 5” lifts using a plate compactor or other mechanical device. Change direction 90 degrees between each layer. Optional: Wet the surface before compacting. Repeat these steps until the desired level finished thickness is achieved. This accelerated compaction method, without wetting the surface, was used in the laboratory for the ASTM F1951 test procedure.

- After 2 weeks, surface should be raked and leveled. Continue to rake the surface level as needed.
  - Consumer Product Safety Commission (CPSC) and ASTM recommends Use Zones of at least 6 feet around all equipment, except:
    - Swings – Use zone equal to 2 times the height of top rail is needed in front and behind swings.
    - Slides – Use zone equal to height of slide plus 4 feet, extending a minimum of 6 feet, in front of slide exits.
  - Complete information on use zones can be found at [CPSC](#) and [ASTM](#).
- Above-Ground Installation (Exiting at Border or Curb Level)
    - Minimum 1% downward grade to ensure proper drainage to FibarDrain Strip. FibarDrain Strip should be installed so that it discharges outside of playground borders.
    - On grades of greater than 10% - use of FibarSystems is not recommended.
    - Remove all roots, stones, and vegetation.
    - Accurately grade and firmly compact entire area, especially where fill materials have been utilized.
    - Install playground equipment.
    - Install retaining border or curb.
    - Cover sub-grade with FibarFelt.
      - Allowing 3” overlap at all seams.
      - Slit to fit around footings of equipment.
      - Overlap all slits with either next piece of FibarFelt or scrap piece, to ensure complete coverage.
    - Permanently mark, with paint or other type of permanent marker, all the legs of the playground equipment with the compacted system design depth
    - Spread Fibar® Wood Fiber using a Bobcat, small front-end loader or our Express Blower Trucks.
      - Care should be taken when driving over FibarDrain.
      - Do not make sharp turns on FibarFelt or FibarDrain.
    - Install all materials delivered.
      - Additional materials are supplied to account for natural compaction.
      - Feather edges to make smooth transition to grade or border.
    - Install FibarMat wear mats on top of the Fibar EWF.
    - Hand-rake for a smooth & level finished surface. Natural compaction will occur over time and is dependent on the amount of playground use and environmental conditions.
      - To accelerate the compaction process, Fibar Engineered Wood Fiber can be mechanically compacted at an additional cost. The Fibar can be compacted in the accessible route to the equipment or the entire surface area. To mechanically compact the Fibar, install in 5” lifts using a plate compactor or other mechanical device. Change direction 90 degrees between each layer. Optional: Wet the surface before compacting. Repeat these steps until the desired level finished thickness is achieved. This accelerated compaction method, without wetting the surface, was used in the laboratory for the ASTM F1951 test procedure
    - After 2 weeks, surface should be raked and leveled. Continue to rake the surface level as needed.
    - Consumer Product Safety Commission (CPSC) and ASTM recommends Use Zones of at least 6 feet around all equipment, except:
      - Swings – Use zone equal to 2 times the height of top rail is needed in front and behind swings.
      - Slides – Use zone equal to height of slide plus 4 feet, extending a minimum of 6 feet, in front of slide exits.
    - Complete information on use zones can be found at [CPSC](#) and [ASTM](#).

## Part IV – Warranty & Insurance

- Manufacturer’s Limited Warranty
  - The Fibar Group, LLC provides a written 15-year warranty against loss of resiliency for the Fibar System 100.
  - The Fibar Group, LLC provides a written lifetime warranty on the FibarFelt geotextile fabric material.
  - The Fibar Group, LLC provides a written lifetime warranty on the FibarDrain drainage matrix.
  - The Fibar Group, LLC provides a written 3-year warranty on the FibarMat wear pads.
- Product Liability Insurance Certificate with project owner named as certificate holder.

## Part V – Memberships & Certifications

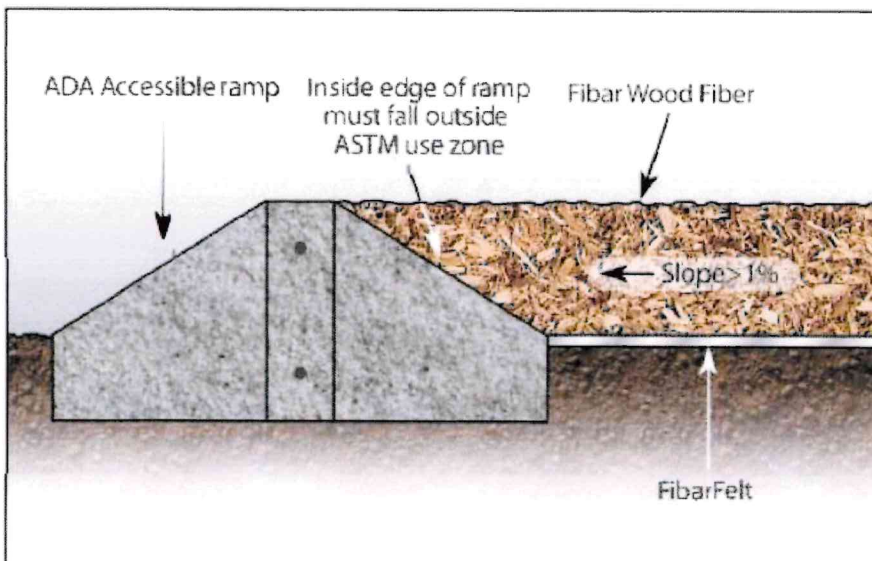
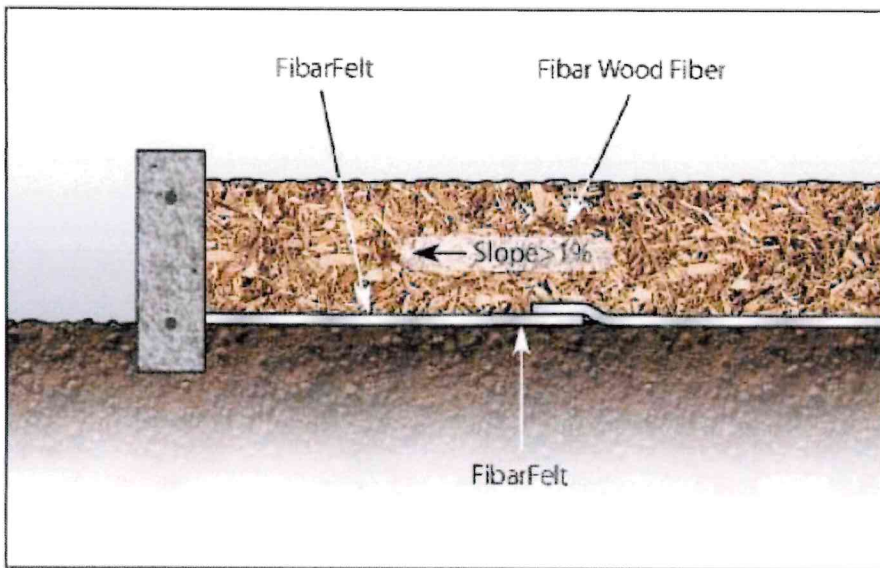
- Memberships
  - The Fibar Group, LLC is a member of IPEMA, the International Play Equipment Manufacturers Association. IPEMA is a member-driven organization whose mission is to assist in providing creative, fun, and safe play environments for children.

Certificate of Compliance



Part VI – Details & Drawings

FibarSystem 100 Above-Ground Installation Detail



## Part VII – Other Information



**To prevent displacement of the Fibar in high-use areas, FibarMat wear mats must be installed under all swings, tire swings, slide exits, and all other wear areas, including sliding poles. This will help to ensure compliance with the Federal Accessibility Law.**



WARNING

**Incorrect installation or maintenance,** failure to install all the Fibar Engineered Wood Fiber delivered, failure to maintain the depth of the Fibar System installation at the specified system depth, failure to use FibarMat wear mats at slide exits, under all swings and tire swings (except enclosed or tot swings), other wear areas (a wear area is any area in the playground where the surface depth falls below the specified system depth for the playground surface), use of the Fibar System Installation and/or materials with others not provided by The Fibar Group, LLC, abnormal use, lack of proper maintenance, or vandalism can result in serious injury or death. Be aware that no playground surface can prevent all accidents or injuries.



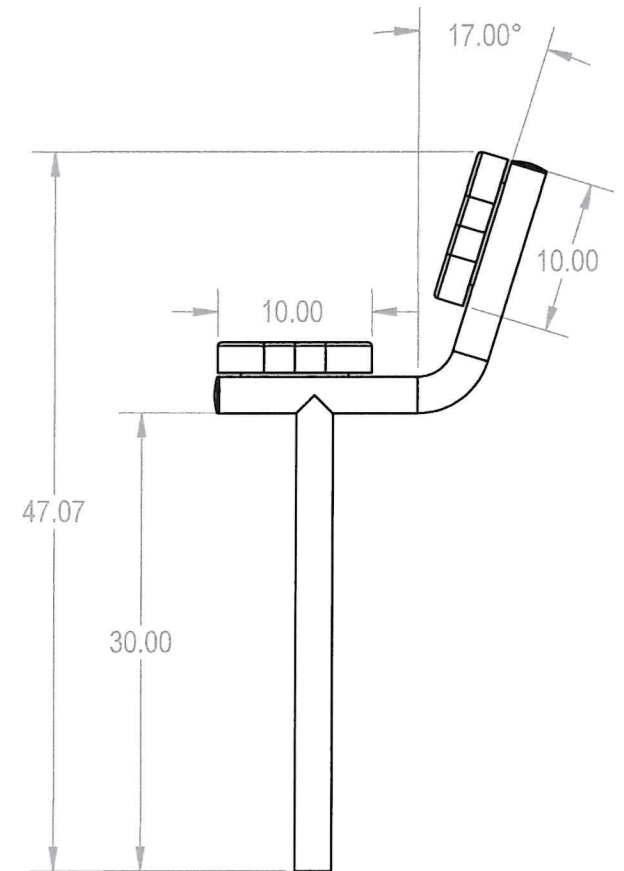
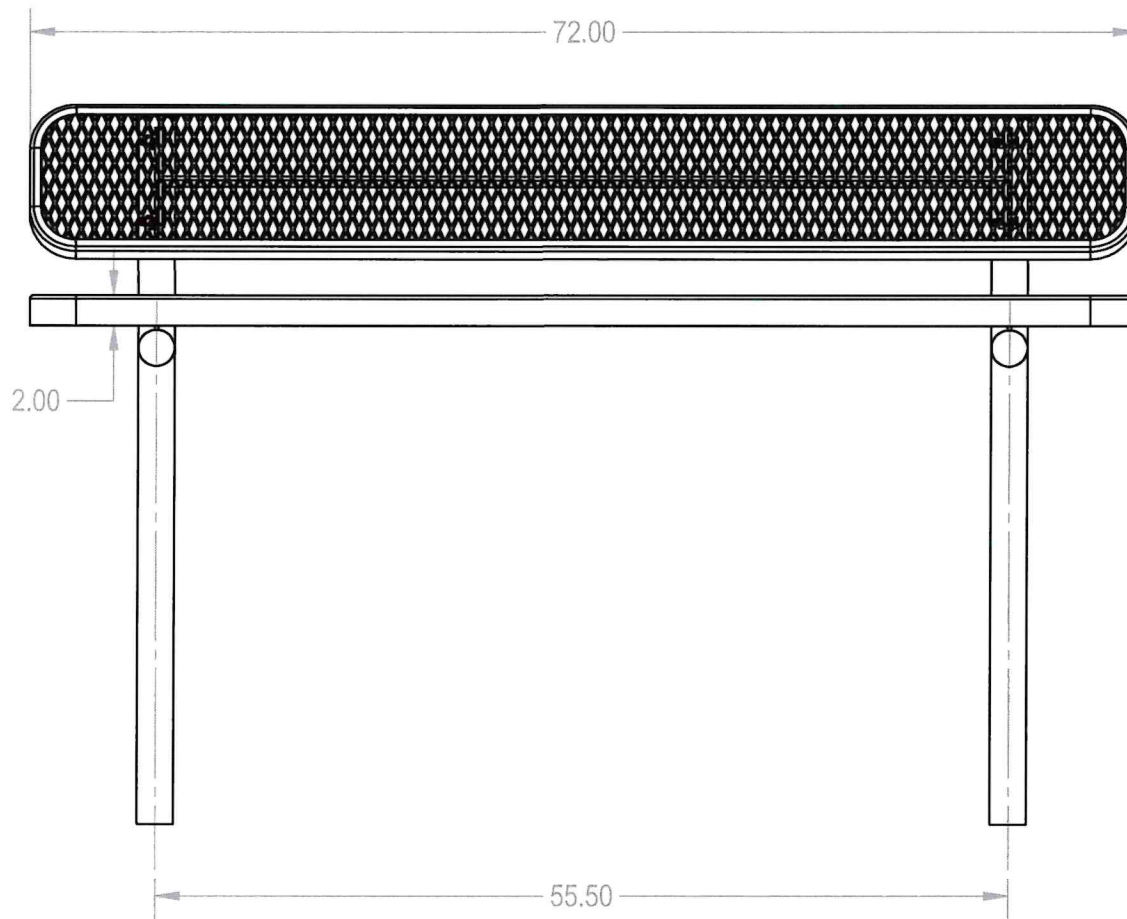
WARNING

**Winter Conditions.** Should there be moisture retention in the Fibar System installation, it will freeze when the temperature drops below the freezing mark. Please check your surface frequently in winter weather. When the surface is frozen, the impact attenuation properties of Fibar Engineered Wood Fiber are lost and for this reason, the play area should not be used.



**Reread the Installation and Maintenance Instructions periodically.** If at any time you are concerned about the surface and its performance, please contact us at ☎ 800-342-2721 or 914-273-8770 or ✉ [info@Fibar.com](mailto:info@Fibar.com). Fax: 914-273-8659.

The Fibar Group, LLC 80 Business Park Drive, Suite 300 Armonk NY 10504  
800-342-2721 [info@fibar.com](mailto:info@fibar.com) [www.fibar.com](http://www.fibar.com)



	NAME	DATE
DRAWN	GM	1/25/2016
SALES APPR.		
CLIENT APPR.		
MFG APPR.		
Q.A.		
Design By -	CADWorksPro Chicago, IL <a href="http://www.cadworkspro.com">www.cadworkspro.com</a>	

**AAdvantage Panels & Fence, Inc.**

TITLE:  
**6Ft Rectangular Bench with Back**  
**InGround - Expanded Metal**

SIZE DWG. NO. REV  
**A BRT06-A-19-000**

WEIGHT: SHEET 2 OF 3



Mfg. by Advantage Panels & Fence, Inc.

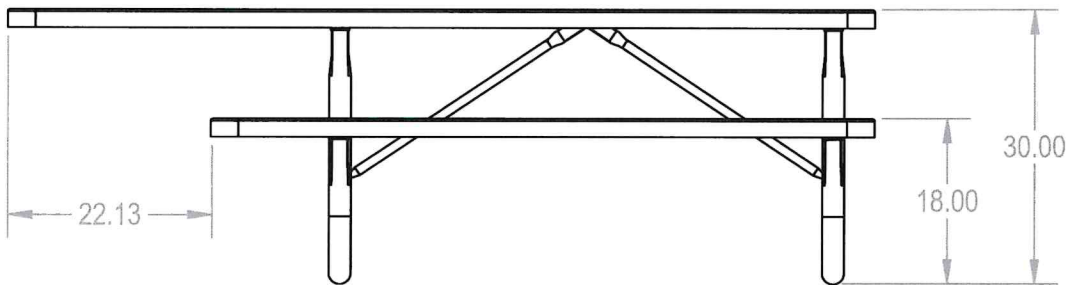
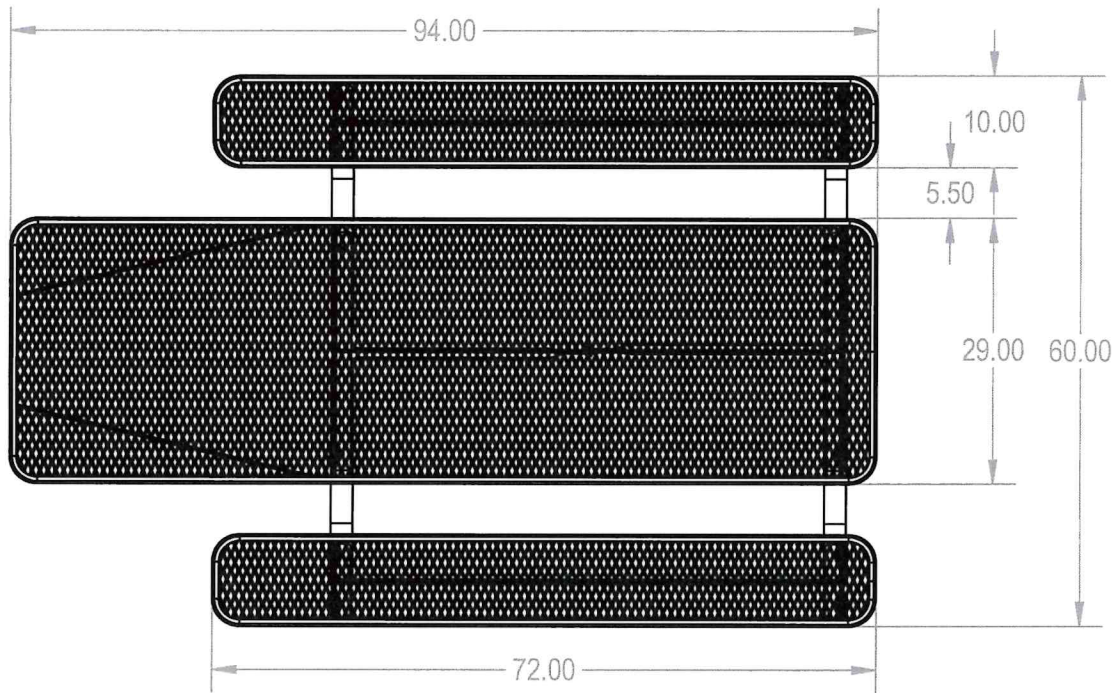
**MyTCoat**

Commercial Outdoor Furniture

[www.mytcoat.com](http://www.mytcoat.com)

**PROPRIETARY AND CONFIDENTIAL**

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Advantage Panels & Fence, Inc. PO Box 1790 Whitney, TX. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Advantage Panels & Fence, Inc. PO Box 1790 Whitney, TX. IS PROHIBITED.



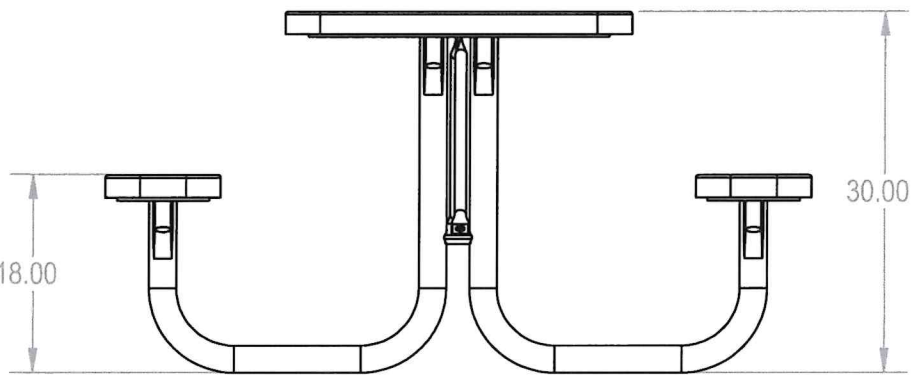
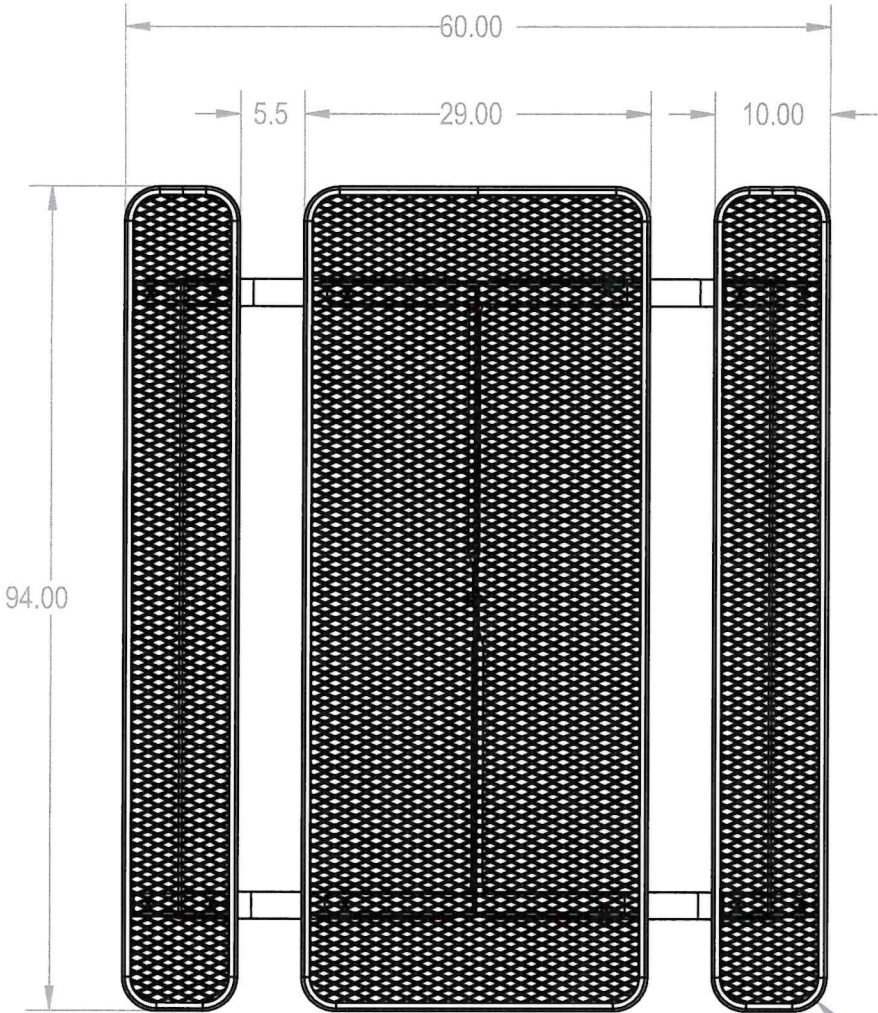
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 TRT08-C-01-001 - Industry Standard Coating

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DRAWN	GM	1/13/2016		TITLE:
SALES APPR.				8' Rectangular Portable Table - Accessible
CLIENT APPR.				
MFG APPR.				
Q.A.			Expanded Metal	
Design By -	CADWorksPro Chicago, IL <a href="http://www.cadworkspro.com">www.cadworkspro.com</a>			



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Model Numbers:  
 TRT08-A-01-000 - Advantage Coating  
 TRT08-C-01-000 - Industry Standard Coating



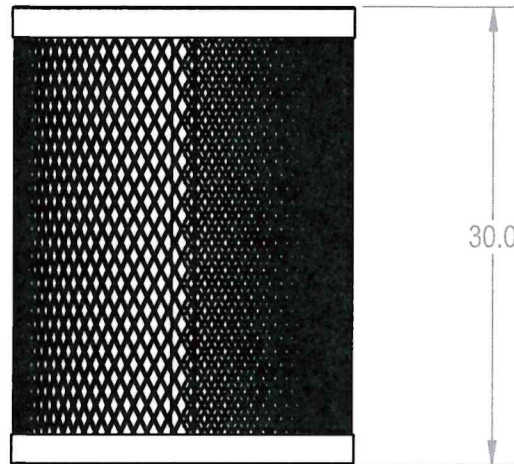
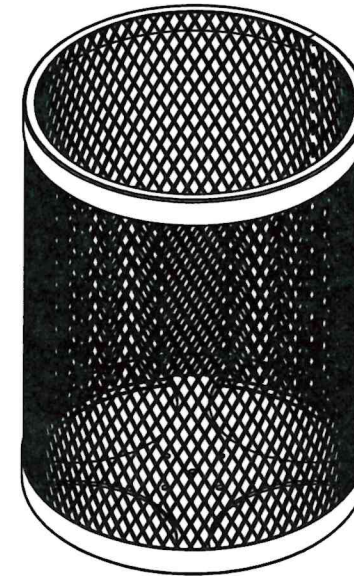
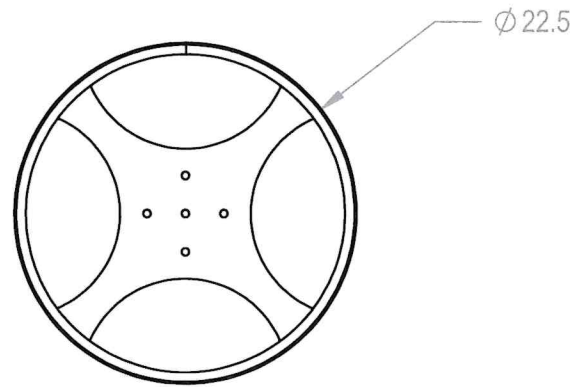
R3.00



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NAME	DATE
DRAWN GM	1/3/2016
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CLIENT APPR.	
MFG APPR.	
Q.A.	
Design By -	
CADWorksPro Chicago, IL <a href="http://www.cadworkspro.com">www.cadworkspro.com</a>	

**AAdvantage Panels & Fence, Inc.**  
 TITLE:  
 8' Rectangular Portable Table  
 Expanded Metal



	NAME	DATE	<b>AAdvantage Panels &amp; Fence, Inc.</b>	
DRAWN	GM	2/23/2016	TITLE:	
SALES APPR.			<b>32 Gallon Trash Receptacle</b>	
CLIENT APPR.			<b>Expanded Metal Version</b>	
MFG APPR.			SIZE	DWG. NO.
Q.A.			<b>A</b>	<b>RRD32-A-00-000</b>
Design By -	CADWorksPro Chicago, IL		WEIGHT:	SHEET 1 OF 4
	www.cadworkspro.com			



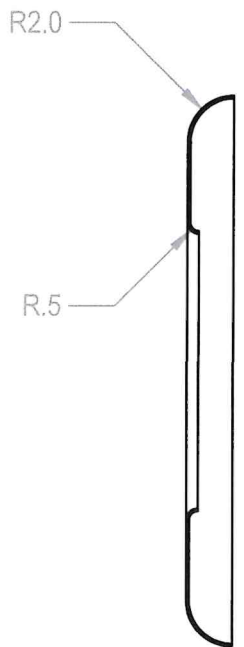
Mfg. by Advantage Panels & Fence, Inc.

**MyTCoat**

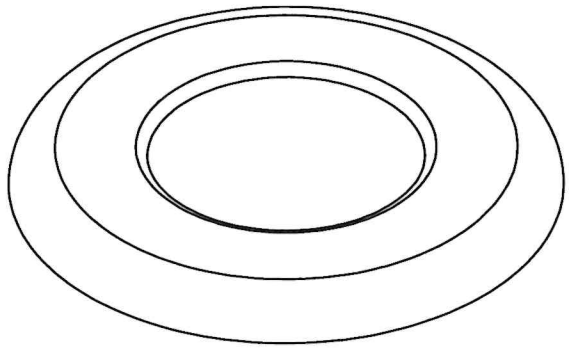
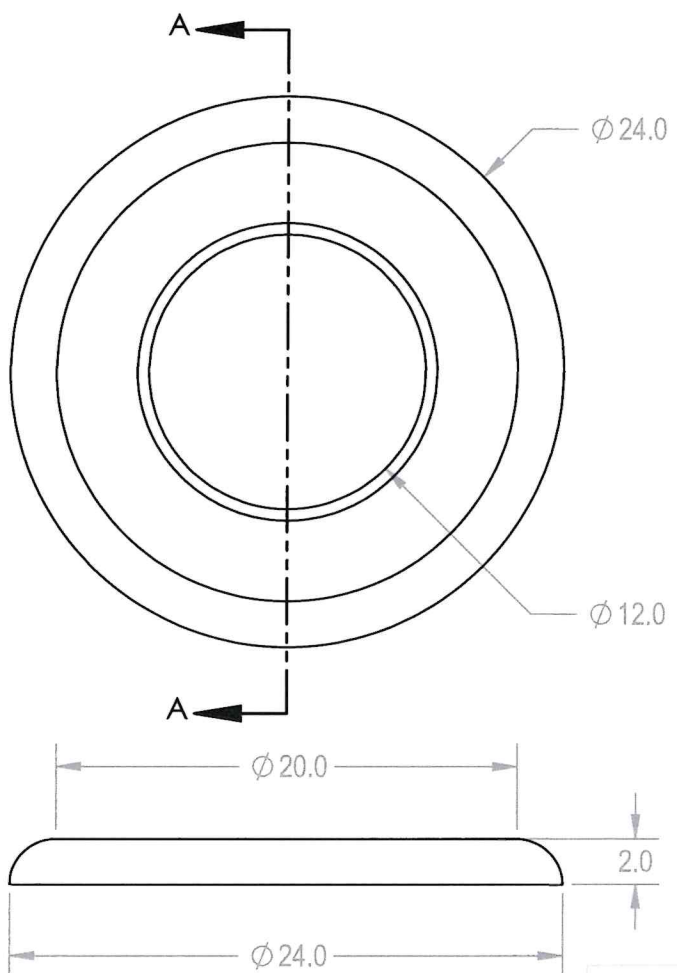
Commercial Outdoor Furniture

[www.mytcoat.com](http://www.mytcoat.com)

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SECTION A-A



	NAME	DATE
DRAWN	GM	2/23/2016
SALES APPR.		
CLIENT APPR.		
MFG APPR.		
Q.A.		
Design By -	CADWorksPro Chicago, IL www.cadworkspro.com	

**AAdvantage Panels & Fence, Inc.**

TITLE:  
**Steel Flat Top - 32 Gallon Trash  
Receptacle**

SIZE	DWG. NO.	REV
<b>A</b>	<b>RFT32-S-00-000</b>	
WEIGHT:	SHEET 8 OF 8	



Mfg. by Advantage Panels & Fence, Inc.

# MYTCOAT

Commercial Outdoor Furniture

[www.mytcoat.com](http://www.mytcoat.com)

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## CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, Exceptions and Exclusions.

**SCHEDULE A**

Effective Date: **February 23, 2026, 8:00 am**

GF No. **A2602012**

Commitment No. **A2602012**, issued **March 9, 2026, 5:00 pm**

- 1. The policy or policies to be issued are:
  - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED:
  - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: **\$10,000.00**  
PROPOSED INSURED: **Hereford Development, LLC**
  - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED: **TBD**  
  
Proposed Borrower: **Hereford Development, LLC**
  - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - f. OTHER  
Policy Amount:  
PROPOSED INSURED:
- 2. The interest in the land covered by this Commitment is: **Fee Simple**
- 3. Record title to the land on the Effective Date appears to be vested in:  
**Hereford Development, LLC**
- 4. Legal description of land:  
**TENTATIVE LEGAL DESCRIPTION, NOT FOR CONVEYING OR FOR POLICY. SEE REQUIREMENT IN SCHEDULE C, ITEM NO. 5.**

**Being 14.42 acres of land, more or less, out of the Simeon D. Carothers Survey, Abstract #177 and the M.J. Pleasant, Abstract # 652, Bell County, Texas, and being the property described in Partial Release of Lien recorded in Instrument #2026008065, Official Public Records of Real Property of Bell County, Texas; and being out of and a part of that property conveyed to Hereford Development, LLC in Correction Special Warranty Deed, recorded in Instrument #2023018938, Official Public Records of Real Property of Bell County, Texas.**

Countersigned  
American Abstract & Title Co., Inc.

By:   
Authorized Signatory

## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):  
**Instrument #2025042315, Instrument #2025042333 and Instrument #2025042377, Official Public Records of Real Property of Bell County, Texas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.**
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2026**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year **2026** and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Temporary Access and Construction Easement dated 4/17/2023, filed and recorded 4/19/2023 under #2023016363, Official Public Records of Real Property of Bell County, Texas.**
- b. **Utility easement agreement between Deborah Yowell Farley, in her capacity as Trustee of the Deborah Yowell Farley 1998 Trust and Sheryl Yowell Anderson, in her capacity as Trustee of the Sheryl Yowell Anderson 1988 Trust and the City of Killeen dated 8/24/2020, filed 8/25/2020 in Instrument # 2020044883, Official Public Records of Real Property of Bell County, Texas,**
- c. **Right-of-Way Easement granted to Oncor Electric Delivery Company, LLC by instrument dated 9/13/2013, recorded under Instrument #2013-00048261, Official Public Records of Real Property of Bell County, Texas.**
- d. **Permanent drainage easement and temporary construction easement agreement dated 5/16/2012, recorded under Instrument # 2012-00019733, Official Public Records of Real Property of Bell County, Texas.**
- e. **Utility easement granted to City of Killeen by instrument recorded under Volume 5888, Page 796, Volume 5888, Page 849, Instrument # 2006-025339, Instrument # 2006-025340 and Instrument #2008-00048234, Official Public Records of Real Property of Bell County, Texas.**
- f. **Memorandum of Tower Site Lease and Access Easement between Deborah Yowell Farley 1998 Trust, Sheryl Yowell Anderson 1988 Trust, and William Howell "Landlord" and Towers of Texas, Inc, "Tenant" dated 3/13/01 filed in Volume 4422, Page 452, Official Public Records of Real Property of Bell County, Texas, and corrected in Volume 4633, Page 530, Official Public Records of Real Property of Bell County, Texas.**
- g. **Oil and Gas Lease dated 10/26/1978, recorded in Volume 1578, Page 613, Deed Records of Bell County, Texas, executed by and between O.P. Yowell, Yowell Development Corporation, LESSOR, and Adobe Oil & Gas Corporation, LESSEE. Covers Two tracts of land as shown on document**  
  
**We will REQUIRE Affidavit of Non-production be executed by two parties, one of which is a disinterested party, and that same be filed of record in Bell County, Texas, in order to eliminate the described Oil, Gas and Mineral Lease.**
- h. **Agreement of Ground Lessor between Deborah Yowell Farley 1998 Trust and Sheryl Yowell Anderson 1988 Trust and Towers of Texas, Inc dated 2/27/2003 filed in Volume 4943, Page 345, Official Public Records of Real Property of Bell County, Texas.**
- i. **Right-of-Way Easement granted to Texas Utilities Electric Company by instrument dated 10/1/1986, recorded in Volume 2387, Page 216, Deed Records of Bell County, Texas.**
- j. **Easements to Texas Power & Light Company, as recorded in Volume 971, Page 264, Volume 1030, Page 54, Volume 1183, Page 71, Volume 1394, Page 149, and Volume 1427, Page 245, Deed Records of Bell County, Texas.**
- k. **Easement granted to West Bell County Water Supply Corporation by instrument recorded in Volume 1168, Page 753, Deed Records of Bell County, Texas.**
- l. **Subject to The Preserve at a Thousand Oaks Community Manual as recorded in Instrument #2025042337, Official Public Records of Real Property of Bell County, Texas.**
- m. **Subject to The Preserve at a Thousand Oaks Adoption of Working Capital Assessment as recorded in Instrument #2025042324, Official Public Records of Real Property of Bell County, Texas.**
- n. **Rights of adjoining property owners in and to the use of party walls as set out in Restrictions recorded in Instrument #2025042333, Official Public Records of Real Property of Bell County, Texas.**
- o. **Beneficial interest of use and enjoyment in and to the common area appurtenant thereto as defined in the Declaration of Covenants, Conditions and Restrictions set forth under Instrument #2025042315, Official Public Records of Real Property of Bell County, Texas.**

- p. Maximum Annual Assessments as established in Instrument #2025042315, Official Public Records of Real Property of Bell County, Texas.**
- q. Subject to easements as set out in The Preserve at a Thousand Oaks Master Covenant recorded in Instrument #2025042315, Official Public Records of Real Property of Bell County, Texas.**
- r. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed on Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
- s. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.**
- t. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
- u. Any and all visible or apparent easements and rights of way over, under and across subject property.**
- v. Any and all leases, recorded or unrecorded, with rights of tenants in possession.**

## SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **We must be furnished with a survey plat, with correct description, including metes and bounds, of the property to be insured, and showing all easements that affect subject property, prepared by a Licensed Public Surveyor acceptable to this Company. When same is submitted, it is to be returned to the examiner for inspection and approval and possible further requirements.**
6. **We REQUIRE a Resolution in recordable form authorizing mortgaging of the property and authorizing specific officers to act on behalf of Hereford Development, LLC be filed of record in Bell County, Texas.**
7. **We REQUIRE current Franchise Tax Account Status be furnished to us by the Office of Comptroller of the State of Texas for the borrower.**
8. **FOR INFORMATIONAL PURPOSES TO ESTABLISH CHAIN OF TITLE:**  
**THE FOLLOWING DEED(S) ARE DISCLOSED AS EVIDENCE OF 24 MONTH CHAIN OF TITLE**  
**INSTRUMENT: Special Warranty Deed**  
**GRANTOR: DSY Land Company, LP**  
**GRANTEE: Hereford Development, LLC**  
**EXECUTED ON: 4/17/2023**  
**FILED ON: 4/19/2023**  
**VOL/PAGE: 2023016359 and corrected in Instrument # 2023018938**  
**DESCRIPTION: 98.75 acres save and except 0.23 acres**
9. **This transaction may be subject to the FinCEN Residential Real Estate Reporting Rule ("RRE Rule") issued pursuant to the Bank Secrecy Act, effective March 1, 2026. Information necessary to comply with the RRE Rule must be provided and certified to American Abstract & Title Co, Inc. and/or its appointed vendor, prior to closing. If reporting is required, closing (including funding) cannot be scheduled or occur on or after March 1, 2026, unless all information required, from Buyer and Seller, to complete the Real Estate Report is provided and certified to the Title Agent. Buyer/seller shall pay all costs and fees to prepare and file the FinCEN report, if required.**
10. **Guaranty Fee in the amount of \$2.00 for each Owner's Title Policy and \$2.00 for each Loan Title Policy must be**

collected on any file closing or funding on or after May 1, 2019.

11. We must be furnished with tax certificates from all authorities within whose taxing jurisdiction the property is located certifying all taxes paid up to and including 2025. TITLE COMPANY WILL OBTAIN TAX CERTIFICATE(S) UNLESS INSTRUCTED OTHERWISE AT TIME ORDER IS PLACED..
12. Please collect and remit \$35.00 for each tax certificate to AMERICAN ABSTRACT & TITLE CO., INC.
13. Upon payment of all standby fees and taxes due and the payment of applicable premium, Item No. 3 on Schedule "B" of the Loan Title Policy only will be amended to read as follows: "Standby fees and taxes for the year 2026 and subsequent years, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for the previous tax year. Company insures that standby fees and taxes for the year 2026 are not yet due and payable."
14. Policy Guaranty Fee in the amount of \$2.00 for each Owner's Title Policy and \$2.00 for each Loan Title Policy must be collected on any file closing or funding on or after May 1, 2019.
15. Upon approval of a survey, by Approved Surveyor, showing all improvements, easements and encroachments, and upon the payment of the applicable premium, if any, Item No. 2 on Schedule "B" of the Owner and/or Loan Title Policy will be amended to read as follows: "Any shortages in area." Additionally, the exception to visible and apparent easements on Schedule "B" will be deleted in the Loan Title Policy.
16. We must be furnished with a properly executed Affidavit of Debts and Liens, executed by the seller(s).
17. We must be furnished with a properly executed Waiver of Inspection, executed by the purchaser(s).

**THIS PARAGRAPH IS NOT APPLICABLE TO TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE (FORM T-1R) ONE-TO-FOUR FAMILY RESIDENCES...THE TITLE INSURANCE POLICY BEING ISSUED TO YOU CONTAINS AN ARBITRATION PROVISION. IT ALLOWS YOU OR THE COMPANY TO REQUIRE ARBITRATION IF THE AMOUNT OF INSURANCE IS \$2,000,000.00 OR LESS. IF YOU WANT TO RETAIN YOUR RIGHT TO SUE THE COMPANY IN CASE OF DISPUTE OVER A CLAIM, YOU MUST REQUEST DELETION OF THE ARBITRATION PROVISION BEFORE THE POLICY IS ISSUED. IF YOU ARE THE PURCHASER IN THE TRANSACTION AND ELECT DELETION OF THE ARBITRATION PROVISION, A FORM WILL BE PRESENTED TO YOU AT CLOSING FOR EXECUTION. IF YOU ARE THE LENDER IN THE TRANSACTION AND DESIRE DELETION OF THE ARBITRATION PROVISION, PLEASE INFORM US THROUGH YOUR LOAN CLOSING INSTRUCTIONS.**

18. This title must be updated prior to closing.

**NOTE TO ALL BUYERS, SELLERS, BORROWERS, LENDERS, AND ALL PARTIES INTERESTED IN THE TRANSACTION COVERED BY THIS COMMITMENT. THE FOLLOWING CONSTITUTES A MAJOR CHANGE IN THE PROCEDURES AND REQUIREMENTS FOR DISBURSEMENT OF FUNDS BY THE TITLE AGENT PURSUANT TO THIS TRANSACTION: EFFECTIVE AUGUST 1, 1988, THE STATE BOARD OF INSURANCE ADOPTED PROCEDURAL RULE P-27 WHICH REQUIRES THE "GOOD FUNDS" BE RECEIVED AND DEPOSITED BEFORE A TITLE AGENT MAY DISBURSE FROM ITS TRUST FUND ACCOUNT. THE TERM "GOOD FUNDS" IS DEFINED AS: (1) CASH OR WIRE TRANSFERS; (2) CERTIFIED FUNDS, INCLUDING CERTIFIED CHECKS AND CASHIER'S CHECKS; (3) UNCERTIFIED FUNDS IN AMOUNTS LESS THAN \$1,500.00 INCLUDING CHECKS, TRAVELER'S CHECKS, MONEY ORDERS AND NEGOTIABLE ORDERS OR WITHDRAWAL, PROVIDED MULTIPLE ITEMS SHALL NOTE BE USED TO AVOID THE \$1,500.00 LIMITATION; (4) UNCERTIFIED FUNDS IN AMOUNTS OF \$1,500.00 OR MORE, DRAFTS, AND ANY OTHER ITEMS WHEN COLLECTED BY THE FINANCIAL INSTITUTION; (5) STATE OF TEXAS WARRANTS.**

## SCHEDULE D

GF No. **A2602012**

Effective Date: **February 23, 2026, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment  
The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment:**DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

CRAIG R. SMIDDY  
DENNIS P. VAN MIEGHEM  
RANDE K. YEAGER  
STEVEN J. BATEMAN  
PETER B. MCNITT  
HARRINGTON BISCHOF

JOHN M. DIXON  
ARNOLD L. STEINER  
JIMMY A. DEW  
CHARLES F. TITTERTON  
GLENN W. REED

STEVE R. WALKER  
A. C. ZUCARO  
FREDERICKA TAUBITZ  
SPENCER LEROY, III  
CHARLES J. KOVALESKI

### OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CAROLYN J. MONROE, President  
MARK A. BILBREY, CEO  
CURTIS J. HOFFMAN, Executive Vice President  
DANA C. SOLMS, Executive Vice President  
DANIEL M. WOLD, Executive Vice President, Secretary,  
General Counsel  
GARY J. HORN, Executive Vice President  
CHERYL JONES, Executive Vice President  
CHRIS G. LIESER, Executive Vice President

RANDE K. YEAGER, Executive Chairman  
JEFFERY J. BLUHM, Executive Vice President  
MARK M. BUDZINSKI, Executive Vice Preside  
PATRICK A. CONNOR, Executive Vice Preside  
BENEDICT CORBETT, Vice President, Treasur  
  
ROGER A. GAIO, Executive Vice President  
ROBERT E. ZELLAR, Executive Vice President  
MICHAEL B. SKALKA, Executive Vice President

Shareholders owning or controlling, directly or indirectly, ten percent (10%) or more of the shares of Old Republic National Title Insurance Company: Old Republic Title Insurance Companies, Inc.-100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

2. Craig Langford, President/Director  
Frank Roberts, Vice-President/Director  
Burk A Roberts, Secretary/Director
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	<b>\$0.00</b>
Loan Policy	<b>\$0.00</b>
Endorsement Charges	<b>\$0.00</b>
Other	<b>\$0.00</b>
Total	<b>\$0.00</b>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

"\*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

## COMMITMENT FOR TITLE INSURANCE (Form T-7)

### TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 328-4441 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

## **DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact American Abstract & Title Co Inc. at:

254-526-9525

2501-B E Elms Rd.  
Killeen, TX 76542

You may also contact Old Republic National Title Insurance Company at:

1-888-678-1700

400 Second Avenue South  
Minneapolis, Minnesota 55401  
Attn: Claims Department

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the Old Republic National Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con American Abstract & Title Co Inc. at:

254-526-9525

2501-B E Elms Rd.  
Killeen, TX 76542

Usted tambien puede escribir a Old Republic National Title Insurance Company:

1-888-678-1700

400 Second Avenue South  
Minneapolis, Minnesota 55401  
Attn: Claims Department

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departament de Seguros de Texas:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Old Republic National Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**AMERICAN ABSTRACT & TITLE CO., INC.**  
**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of AMERICAN ABSTRACT & TITLE CO., INC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

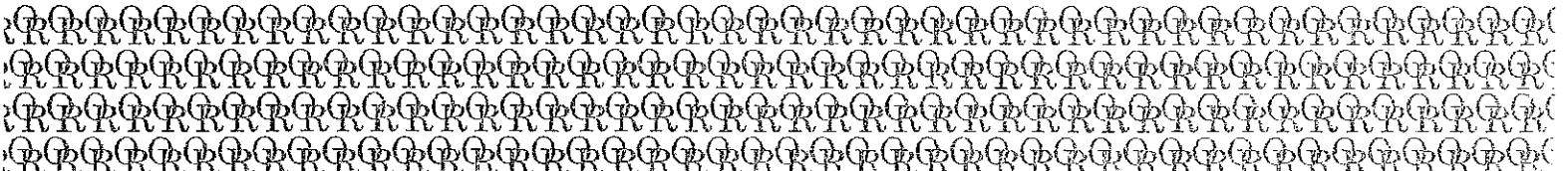
Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

## Commitment For Title Insurance

*Issued through the Office of:*



**OLD REPUBLIC** NATIONAL TITLE INSURANCE COMPANY



**LAND TITLE SURVEY**

**BEING 14.42 ACRES OF LAND OUT OF THE SIMEON D. CAROTHERS SURVEY, ABSTRACT NO. 177, BELL COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF A CALLED 98.75 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE BY A DEED TO HEREFORD DEVELOPMENT, LLC, RECORDED IN DOCUMENT NO. 2023018938, REAL PROPERTY RECORDS IN BELL COUNTY, TEXAS.**

**SURVEYOR'S NOTES:**

- The bearings and distances recited herein are grid values derived from GPS observations based on the NAD83(2011) State Plane Coordinate System, Texas Central Zone No. 4203. The Combined Scale Factor (CSF) = 0.9998457.
- A portion of this tract is shown to be within Zone "AE" (100-year flood zone), per FEMA's Flood Insurance Rate Map (FIRM) for Bell County, Texas, panel number 48027C0290E, effective 09/26/2008. This does not imply that this tract will, or will not flood, nor does it create any liability in such event on the part of this surveyor.
- This survey was performed with the benefit of a title commitment provided by American Abstract & Title Co., Inc., as an agent for Old Republic National Title Insurance Company, GF No. A2507031, effective date of July 14, 2025. Any easements, rights-of-way, setback lines, encumbrances, etc. not listed in said title commitment or in plat/deeds of record or observed on the ground are not shown hereon.
- There are no visible encroachments or conflicts, except as shown or noted hereon.
- Field Notes accompany this exhibit.
- This survey is for the exclusive benefit of the current parties (buyer/seller for this transaction), and its successors and assigns, [borrower/owner, title insurance underwriter, title company, and zoning report company (if applicable)], and was made in accordance with and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey, and conforms to the current standards promulgated by the Texas Board of Professional Engineers and Land Surveyors.

**TITLE COMMITMENT NOTES:**

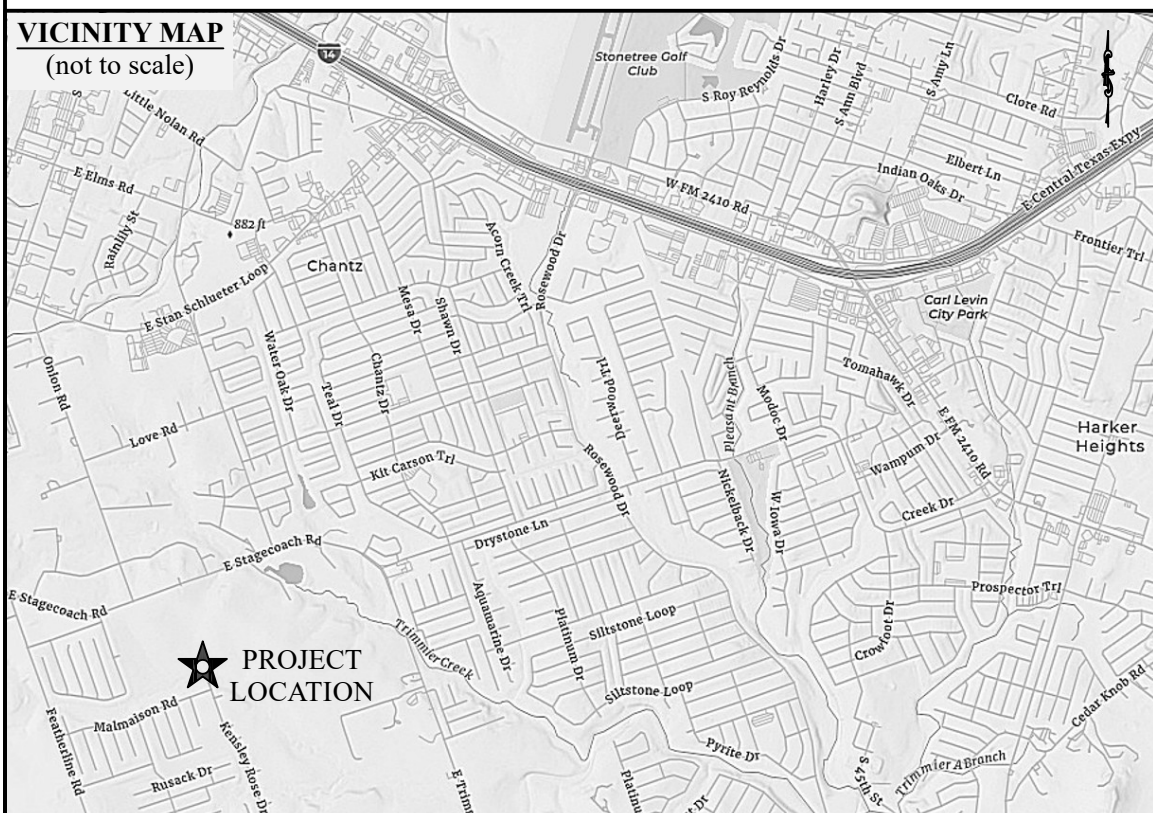
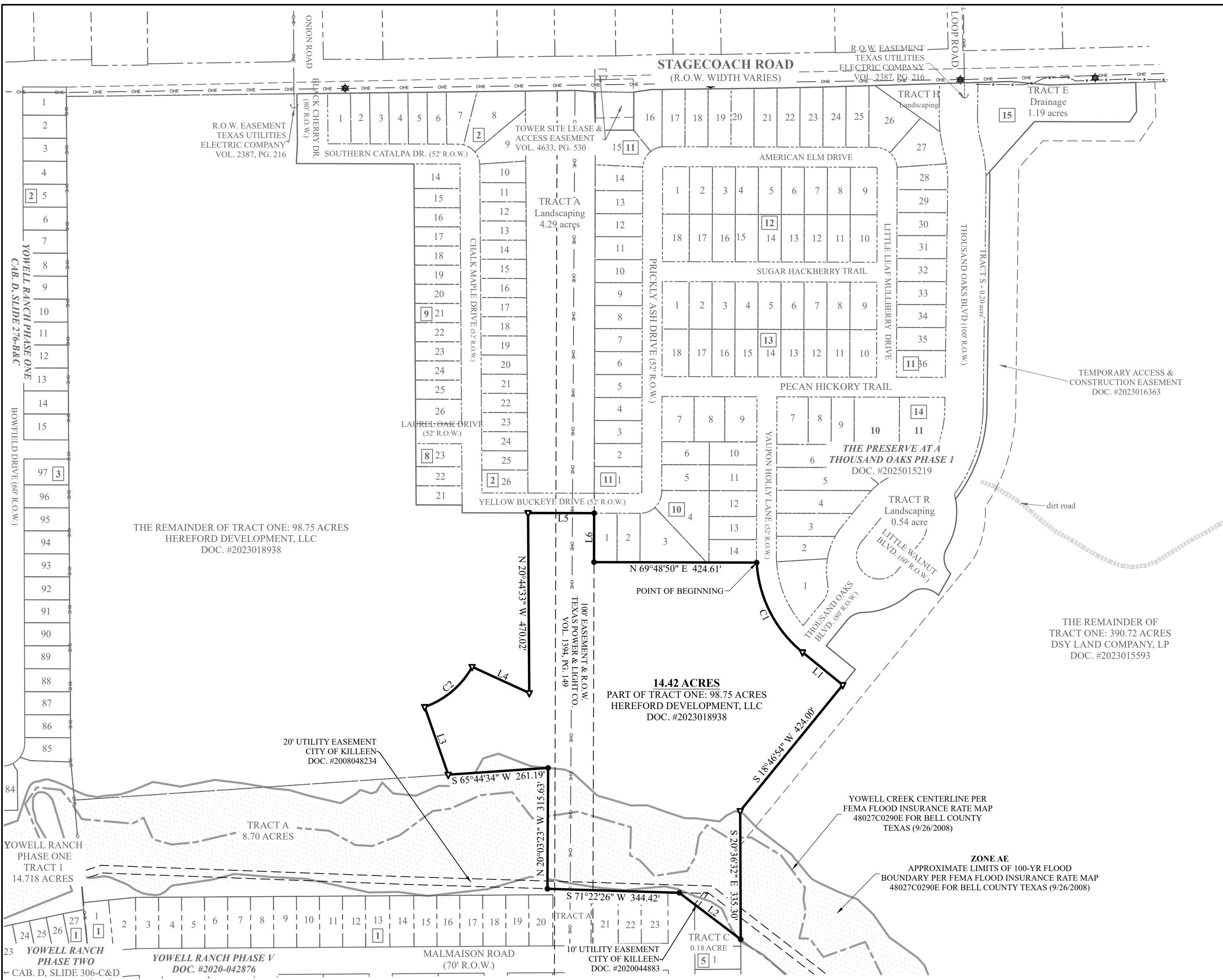
(Schedule B No. 10, items)

- Easement granted to Texas Power & Light Company recorded in Volume 568, Page 267, Deed Records of Bell County, Texas, does not affect this tract.
- Oil and gas leases are not a survey matter.
- Easement granted to West Bell County Water Supply Corporation recorded in Volume 1167, Page 628, Official Public Records of Bell County, Texas, is a "blanket" type easement and therefore may have affect on this tract.
- Lease described and recorded in Volume 1178, Page 868 and Volume 1179, Page 285, of said Public Records, is expired and no longer affects this tract.
- Easement granted to Mid-Texas Telephone Company, Inc. recorded in Volume 1368, Page 898, of said Public Records, does not affect this tract as shown hereon.
- Oil and gas leases are not a survey matter.
- Easement granted to Central Telephone Company recorded in Volume 2335, Page 371, of said Public Records, does not affect this tract.
- Easement granted to Central Telephone Company recorded in Volume 2705, Page 104, of said Public Records, does not affect this tract.
- Right of Way granted to Bell County recorded in Volume 3431, Page 268, of said Public Records, does not affect this tract.
- Utility Easement Agreement granted to BWB Single Development Group, LLC - Series 123 recorded in Document No. 2024014298, Real Property Records in Bell County, Texas, does not affect this tract.
- Temporary Access and Construction Easement recorded in Document No. **2023016363**, of said Property Records, does adjoin this tract and is shown hereon.
- Utility Easement granted to the City of Killen recorded in Document No. **2020044883**, of said Property Records, does affect this tract and is shown hereon.
- Right-of-Way Easement granted to Oncor Electric Delivery Company, LLC recorded in Document No. 2013048261, of said Property Records, does not affect this tract as shown hereon.
- Permanent Drainage Easement granted to the City of Killen recorded in Document No. 2012019733, of said Property Records, does not affect this tract as shown hereon.
- Utility Easement granted to the City of Killen recorded in Volume 5888, Page 796, Volume 5888, Page 849, Document No. 2006025339, Document No. 2006025340 and Document No. **2008048234**, of said Records, does affect this tract and is shown hereon.
- Tower Site Lease and Access Easement recorded in Volume 4422, Page 452 and Volume 4633, Page 530, of said Public Records, does not affect this tract.
- Oil and gas leases are not a survey matter.
- Ground Lessor Agreement recorded in Volume 4943, Page 345, of said Public Records, does not affect this tract.
- Right-of-way Easement granted to Texas Utilities Electric Company recorded in Volume 2387, Page 216, of said Public Records, does not affect this tract.
- Easement granted to Texas Power & Light Company recorded in Volume 917, Page 264, Volume 1030, Page 54, Volume 1183, Page 71, **Volume 1394, Page 149**, and Volume 1427, Page 245, of said Records, does affect this tract and is shown hereon.
- Easement granted to West Bell County Water Supply Corporation recorded in Volume 1168, Page 753, of said Public Records, is a "blanket" type easement and therefore may have affect on this tract.
- Right-of-Way Easement granted to Oncor Electric Delivery Company, LLC recorded in Document No. 2024045775, of said Property Records, does not affect this tract.

**SURVEYOR'S CERTIFICATE**

I, Luther E. Frobish, Registered Professional Land Surveyor, in the State of Texas, do hereby certify to the best of my knowledge and belief, that this map is true and correct, that it was prepared from an actual survey of the property made on the ground, and that all boundary survey monuments are correctly shown thereon.

*Luther E. Frobish* 03/19/2026  
Luther E. Frobish  
Registered Professional Land Surveyor  
State of Texas No. 6200



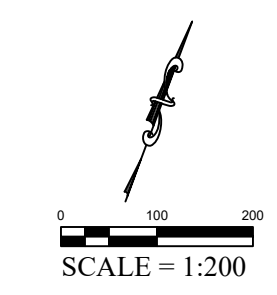
**LINE TABLE:**

LINE	BEARING	DISTANCE
L1	S 71°13'06" E	135.40'
L2	N 73°11'16" W	201.27'
L3	N 39°32'04" W	187.28'
L4	S 85°41'04" E	164.06'
L5	N 69°48'50" E	172.53'
L6	S 20°11'10" E	127.69'

**CURVE TABLE:**

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	326.00'	270.42'	S 47°27'16" E	262.74'
C2	226.00'	165.91'	N 29°26'06" E	162.21'

- LEGEND:**
- = 1/2" IRON ROD W/CAP FOUND
  - = CALCULATED POINT
  - x — = FENCE
  - ★ = FIRE HYDRANT
  - = GUY ANCHOR
  - OHE — = OVERHEAD ELECTRIC LINE



**Issued By:**  
TAX APPRAISAL DISTRICT  
P O BOX 390  
BELTON, TX 76513-0390

Property Information	
Property ID: 524038	Geo ID: 0490101100
Legal Acres: 98.5200	
Legal Desc: A0177BC S D CAROTHERS, 1, & A0652BC M J PLEASANT, 1, 1-1, 1-2, 1-3, ACRES 98.520	
Situs: STAGECOACH RD KILLEEN, TX 76542	
DBA:	
Exemptions:	

**Owner ID:** 935755      100.00%  
HEREFORD DEVELOPMENT LLC  
800 KENNEDY CT  
BELTON, TX 76513-6050

For Entities	Value Information	
BELL COUNTY	Improvement HS:	0
BELL COUNTY ROAD	Improvement NHS:	0
CENTRAL TEXAS COLLEGE	Land HS:	0
CITY OF KILLEEN	Land NHS:	391,996
CLEARWATER U.W.C.D.	Productivity Market:	0
KILLEEN ISD	Productivity Use:	0
	Assessed Value	391,996

**Current/Delinquent Taxes**

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
<b>Totals:</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Effective Date: 03/17/2026

Total Due if paid by: 03/31/2026

0.00

<b>Tax Certificate Issued for:</b>	<b>Taxes Paid in 2025</b>	<b>PICKED UP AND ORDERED BY CRAIG LANGFORD.....FD</b>
BELL COUNTY	1,225.88	
CENTRAL TEXAS COLLEGE	352.80	
BELL COUNTY ROAD	77.99	
KILLEEN ISD	3,440.11	
CITY OF KILLEEN	2,749.46	
CLEARWATER U.W.C.D.	8.74	

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 03/17/2026  
Requested By: REPUBLIC ENGINEERING  
Fee Amount: 10.00  
Reference #: 524038



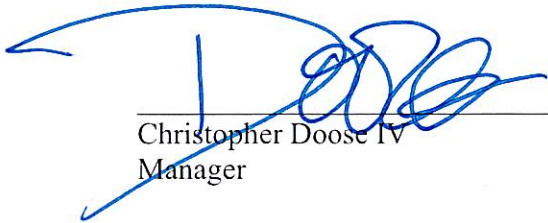


Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

EXECUTED on this the 23 day of March, 2026.

GRANTOR:

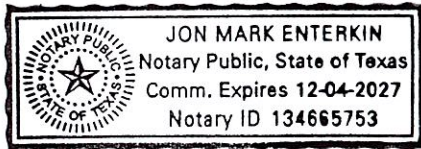
HEREFORD DEVELOPMENT, LLC

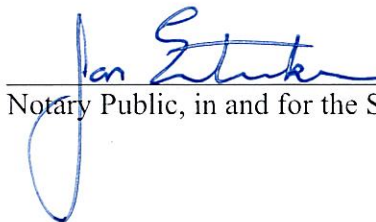
  
\_\_\_\_\_  
Christopher Doose IV  
Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned notary public, appeared Christopher Doose IV, known to me to be the Manager of Hereford Development, LLC, on behalf of said limited entity.

GIVEN under my hand and seal of office on the 23 day of March, 2026.



  
\_\_\_\_\_  
Notary Public, in and for the State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF BELL       §

The City of Killeen, Texas, a home-rule municipality, and political subdivision of the State of Texas, did at a regular meeting of the City Council with a quorum being present, on \_\_\_\_\_, 20\_\_\_\_ vote to authorize the acceptance of this dedication of the Property as a public parkland.

\_\_\_\_\_  
Kent Cagle  
City Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF BELL       §

BEFORE ME, the undersigned notary public, appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the City of Killeen, Bell County, Texas, on behalf of said city.

GIVEN under my hand and seal of office on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

**After recording, please return to:  
City of Killeen  
Attn: Dept. of Parks and Recreation  
P.O. Box 1329  
Killeen, Texas 76540**

# Exhibit "A"

**LAND TITLE SURVEY**  
**BEING 14.42 ACRES OF LAND OUT OF THE SIMONS D. CAROTHERS SURVEY ABSTRACT NO. 177, BELL COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF A CALLED 98.75 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE BY A DEED TO HEREFORD DEVELOPMENT, L.L.C. RECORDED IN DOCUMENT NO. 2023018938, REAL PROPERTY RECORDS IN BELL COUNTY, TEXAS.**

## SURVEYOR'S NOTES:

- The bearings and distances recited herein are grid values derived from GPS measurements based on the NAD(83)011 State Plane Coordinate System, Texas Central Zone, GCSNAD83, Zone 14N. The datum is the North American Datum of 1983. A portion of this survey shall be within Zone 14N (100-foot flood zone), per FEMA's Flood Insurance Rate Map (FIRM) for Bell County, Texas, panel number 48027C02401, effective 09/26/2008. This does not imply that this tract will, or will not flood, nor does it create any liability in such event on the part of this surveyor. This survey was performed with the benefit of a title commitment provided by American Abstract & Title Co., Inc., as an agent for Old Republic National Title Insurance Company, GP No. A2307031, effective date of July 14, 2025. Any easements, rights-of-way, setback lines, encumbrances, etc. not listed in said title commitment or in plat/records of record or observed on the ground are not shown herein.
- Field Notes are visible on the ground or on the plat/records of record.
- This survey is for the exclusive benefit of the current parties (buyer/seller for this transaction), and its successors and assigns, (broker/owner, title insurance underwriter, title company, and zoning report company (if applicable)), and was made in accordance with and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category IA, Condition II Survey, and conforms to the current standards promulgated by the Texas Board of Professional Engineers and Land Surveyors.

## TITLE COMMITMENT NOTES

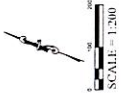
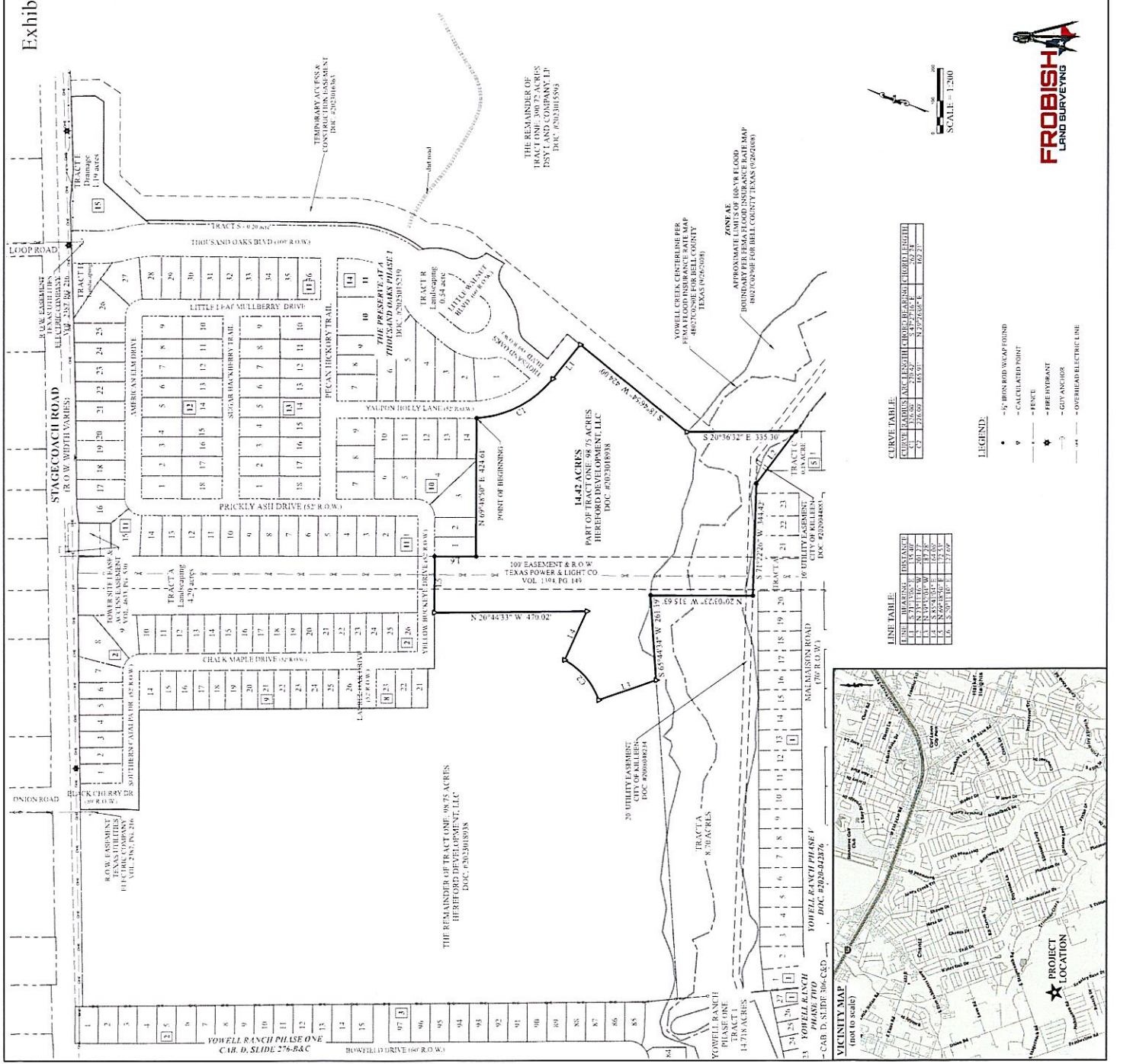
- Encumbrance against Texas Power & Light Company recorded in Volume 368, Page 267, Deed Records of Bell County, Texas, does not affect this tract.
- Oil and gas leases are not a survey matter.
- Encumbrance against West Bell County Water Supply Corporation recorded in Volume 1107, Page 628, Deed Records of Bell County, Texas, is a "blinker" type encumbrance and therefore may have effect on this tract.
- Lease described and recorded in Volume 1178, Page 808 and Volume 1179, Page 885, of said Public Records, does not affect this tract as shown herein.
- Lease granted to South Texas Telephone Company, Inc. recorded in Volume 1108, Page 888, of said Public Records, does not affect this tract as shown herein.
- Oil and gas leases are not a survey matter.
- Encumbrance against Central Telephone Company recorded in Volume 2135, Page 171, of said Public Records, does not affect this tract.
- Oil and gas leases are not a survey matter.
- Right of Way granted to Bell County recorded in Volume 4411, Page 288, of said Public Records, does not affect this tract.
- Agreement granted to WDW Strategic Development Group, L.L.C. Survey 133, recorded in Document No. 2024011296, Real Property Records in Bell County, Texas, does not affect this tract.
- Temporary Access and Easement recorded in Document No. 2023018938, of said Property Records, does not affect this tract as shown herein.
- Encumbrance against Bell County recorded in Document No. 2024040883, of said Property Records, does affect this tract as shown herein.
- Right-of-Way Easement granted to Texas Electric Delivery Company, L.L.C. recorded in Document No. 2024011296, of said Property Records, does not affect this tract as shown herein.
- Encumbrance against the City of Killeen recorded in Volume 3888, Page 796, Volume 3888, Page 849, Volume 3888, Page 850, Volume 3888, Page 851, and Document No. 2024011296, of said Public Records, does affect this tract as shown herein.
- Oil and gas leases are not a survey matter.
- Ground Lease Agreement recorded in Volume 4104, Page 345, of said Public Records, does not affect this tract.
- Encumbrance against Texas Utilities Electric Company recorded in Volume 2397, Page 216, of said Public Records, does not affect this tract.
- Encumbrance against Texas Power & Light Company recorded in Volume 4917, Page 264, Volume 1016, Page 216, Volume 1016, Page 217, Volume 1277, Page 235, of said Public Records, does affect this tract as shown herein.
- Encumbrance against West Bell County Water Supply Corporation recorded in Volume 1108, Page 753, of said Public Records, is a "blinker" type encumbrance and therefore may have effect on this tract.
- Oil and gas leases are not a survey matter.
- Encumbrance against Bell County recorded in Volume 452, Page 492, and Volume 4613, Page 530, of said Public Records, does not affect this tract.

## SURVEYOR'S CERTIFICATE:

I, Luther E. Frohish, Registered Professional Land Surveyor in the State of Texas, do hereby certify to the best of my knowledge and belief that this map is true and correct, that it was prepared from an actual survey of the property made on the ground, and that all boundary survey monuments are correctly shown hereon.



*Luther E. Frohish*  
 Luther E. Frohish  
 Registered Professional Land Surveyor  
 State of Texas No. 6200



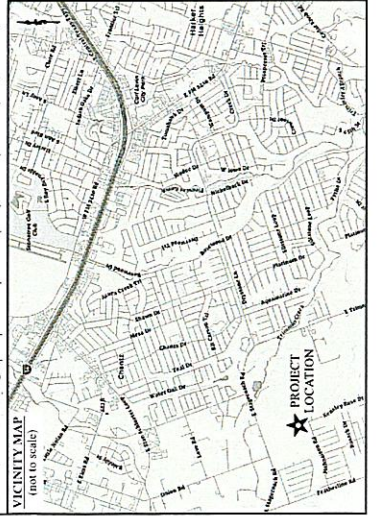
**CURVE TABLE**

CURVE NO.	ARC LENGTH	CHORD BEARING	CHORD BEARING	CHORD BEARING
1	115.65'	S 22° 22' 48\"	S 22° 22' 48\"	115.65'
2	115.65'	S 22° 22' 48\"	S 22° 22' 48\"	115.65'

**LINE TABLE**

LINE NO.	START POINT	END POINT	BEARING	DISTANCE
1	1	2	S 22° 22' 48\"	115.65'
2	2	3	S 22° 22' 48\"	115.65'

- LEGEND:**
- - 1/2\"
  - - CALCULATED POINT
  - - FENCE
  - - FENCE
  - - CITY ANCHOR
  - - OVERHEAD ELECTRIC LINE





# ACCEPTANCE OF 14.42 ACRES FOR PARKLAND DEDICATION

RS-26-054

April 21, 2026

# Background

- On August 9, 2022, the City Council approved an ordinance to rezone approximately 390.72 acres from Agricultural District to a Planned Unit Development (PUD), known as Preserve at Thousand Oaks. The developer is proposing to dedicate 14.42 acres of parkland with Phase 2 of the development.

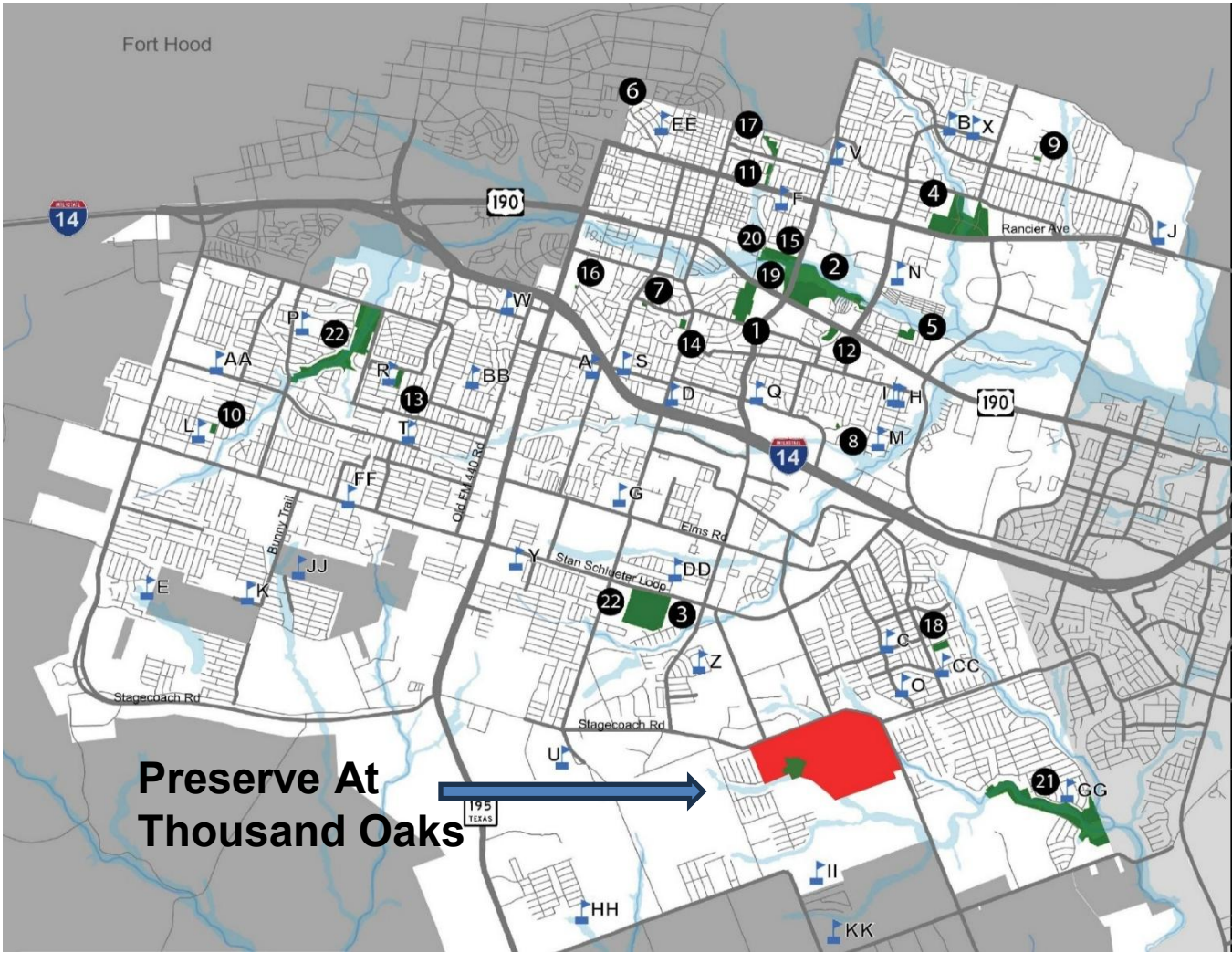
# Background

- The proposed parkland aligns with the Killeen Parks and Open Space Master Plan, specifically recommendation PS4, which aims to identify properties and develop two additional community parks in southern areas of the City as growth continues. Additionally, it meets the parkland dedication and development recommendations, as well as the linear park and trail growth objectives outlined in the Master Plan.

# Background

- The 14.42 acres of parkland dedication will include a playground, pavilion, picnic tables, a parking lot, open space, and an 8-foot-wide concrete trail installed by the developer. The development also includes plans for additional parkland, that will come to council for acceptance for subsequent phases of development.

5



# Parkland Area 14.42 acre (Phase 2)

BOWFIELD DR.

STAGECOACH RD

STAGECOACH RD

STAGECOACH RD

## SITE AMENITIES

-  PLAYGROUND AND COMMUNITY PARK (1)
-  DOG PARK (2)
-  5' WIDE CONCRETE TRAIL (+/- .3 MILES)
-  8' WIDE CONCRETE TRAIL (+/- 2.5 MILES)
-  FISHING POND (1)
-  PICNIC PAVILIONS (3)
-  6' PARK BENCH ALONG 8' TRAIL (1 PER .25 MILE)
-  DRINKING FOUNTAIN (3)
-  PARK / TRAIL LIGHTING (EXACT COUNT TBD)



Cut the Camera Podcast

FISHING POND

DOG PARK

OPEN SPACE

OPEN SPACE

OPEN SPACE












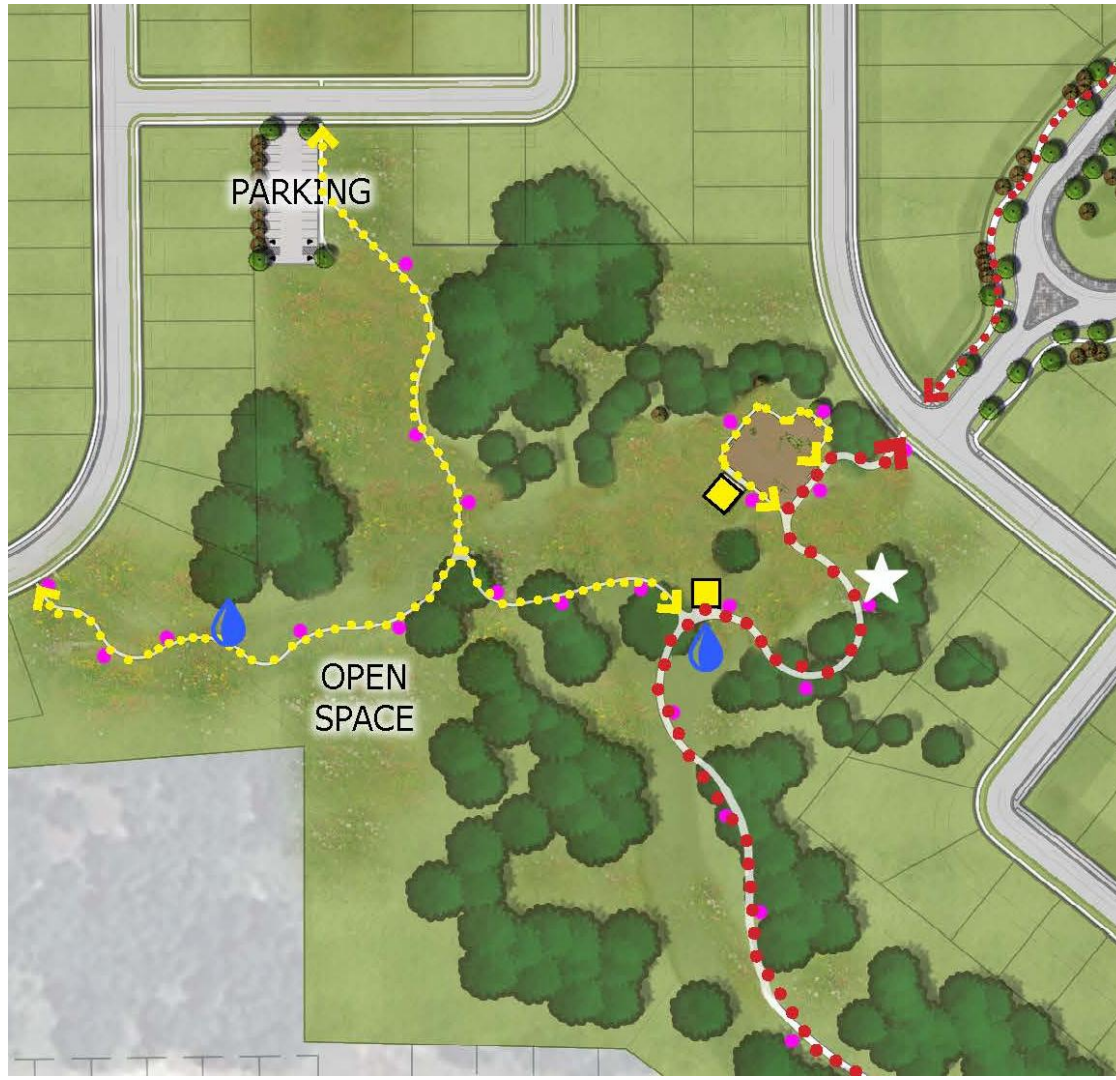
# PRESERVE

AT THOUSAND OAKS



### SITE AMENITIES

-  PLAYGROUND AND COMMUNITY PARK (1)
-  DOG PARK (2)
-  5' WIDE CONCRETE TRAIL (+/- .3 MILES)
-  8' WIDE CONCRETE TRAIL (+/- 2.5 MILES)
-  FISHING POND (1)
-  PICNIC PAVILIONS (3)
-  6' PARK BENCH ALONG 8' TRAIL (1 PER .25 MILE)
-  DRINKING FOUNTAIN (3)
-  PARK / TRAIL LIGHTING (EXACT COUNT TBD)



8



9



10



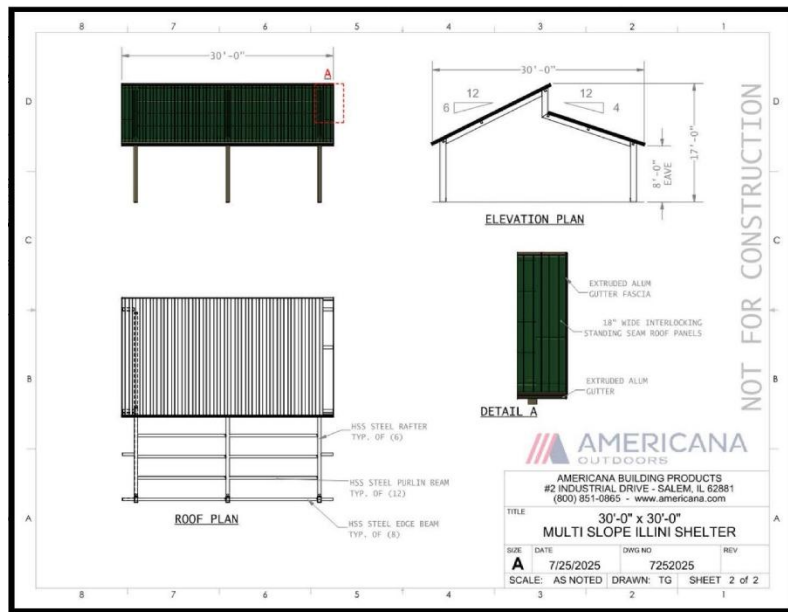


12

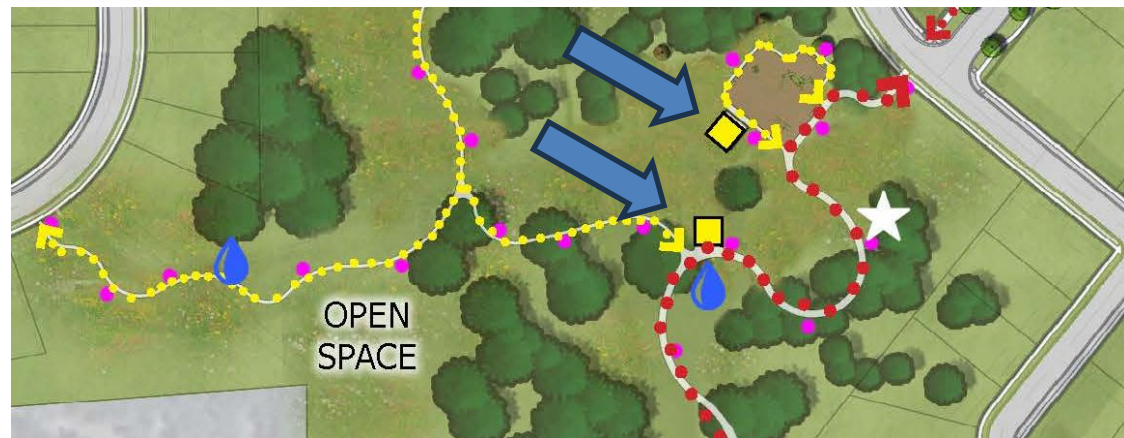


13





14



# Maintenance Cost Projections

- ❑ The developer has paid for/installed the playground and other park amenities.
- ❑ HOA would maintain the area under a future MOA with an estimated annual cost to City of \$35,000
- ❑ Funds will be available in the Parks Professional Services account after budget transfers are completed from the relevant Parks operational accounts.

# Recommendation

16

- Staff recommends that Council approve the acceptance of 14.42 acres of Parkland dedication for Preserve at Thousand Oaks Phase 2.



# City of Killeen

## Staff Report

File Number: RS-26-055

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Consider a memorandum/resolution approving a Maintenance Support Contract with Cooper Crouse-Hinds, LLC, to provide Maintenance Support for the Airport Lighting Control System at Killeen Regional Airport, in the amount of \$265,850.00.

**DATE:** April 21, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Jarrod Provost, Assistant Director of Aviation

**SUBJECT:** Maintenance Support Contract with Cooper Crouse-Hinds LLC

### **BACKGROUND AND FINDINGS:**

The Airport utilizes an Airport Lighting Control and Monitoring System (ALCMS), which is essential for safe and efficient airfield operations. As part of the Intergovernmental Support Agreement (IGSA) between the City of Killeen and Fort Hood, the Aviation Department recently completed installation of the new updated ALCMS.

Fort Hood has requested that the City assume responsibility for ongoing maintenance of the ALCMS under the IGSA agreement, and in accordance with FAA Advisory Circular AC 150/5340-26B. Continued technical support is necessary to maintain system reliability and minimize service interruptions throughout the system's lifecycle.

Cooper Crouse-Hinds provides a maintenance support contract that includes unlimited technical phone support, remote troubleshooting, and two annual on-site preventative maintenance visits. These visits include system diagnostics, inspections, calibration, performance optimization, and software updates to ensure the system operates efficiently.

The contract also includes regular cybersecurity compliance testing and security updates to meet Department of Defense standards, along with annual testing per FAA guidelines to verify proper operation and system performance.

Overall, the contract provides comprehensive technical, operational, and cybersecurity support to maintain the reliability and safety of the ALCMS.

Staff negotiated a five-year maintenance support contract with Cooper Crouse-Hinds, LLC in the amount of \$265,850.00, which will be funded through the IGSA.

### **THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

This item conforms to local and state laws. Purchases made through a sole source are exempt from the competitive bidding process, as stated in Texas Local Government Code, section 252.022(a)(7)(A), "a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to see competitive bids for purchases of the goods or services."

**FINANCIAL IMPACT:**

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

FY2026 - 48,300.00 (Year 1)  
FY2027 - 50,750.00 (Year 2)  
FY2028 - 53,250.00 (Year 3)  
FY2029 - 55,650.00 (Year 4)  
FY2030 - 57,900.00 (Year 5)

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

Recurring from FY2026 to FY2030

**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, sufficient funds are budgeted in the Aviation CIP Fund, in Repair & Maintenance/Infrastructure account 340-53415-900-600-924016.

**RECOMMENDATION:**

City Council approve a Maintenance Support Contract with Cooper Crouse-Hinds, LLC, in the amount of \$265,850.00 and authorize the City Manager or designee to execute same as well as any and all change orders or supplemental agreements within the amounts set by State and Local law.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement  
Sole Source  
Certificate of Interested Parties  
Presentation

# Robert Gray Army Airfield

GRK

March 18, 2026



*Powering Business Worldwide*



Eaton Crouse-Hinds  
Airport Lighting Products  
1200 Kennedy Road  
Windsor, CT 06095  
Tel: (860) 683-4300  
Fax: (860) 683-4354

## **Company Overview**

Constant innovation, superior quality and great customer service have allowed Eaton Crouse-Hinds Airfield Lighting Products to become a leader in the airfield lighting industry. Today, we operate a global business from our corporate base in Windsor, Connecticut. New product development and design engineering are performed in-house. The majority of our products are manufactured, assembled, and shipped right out of our Connecticut headquarters.

Eaton Crouse-Hinds has 85 years of manufacturing airfield ground lights, signs, constant current regulators and power equipment and 25 years of experience with Airfield Lighting and Control Monitoring System (ALCMS) that are designed to meet a wide range of airfield lighting control and monitoring requirements. The advanced system architecture ensures reliable operation and greatly simplifies installation and maintenance. No matter the size of the airfield our ALCMS can be customized to find a solution to meet and exceed customer expectations.

Eaton Crouse-Hinds is continually expanding and developing its product lines to meet ever more stringent benchmarks for safety, reliability, performance and longevity.

Each product contains new technologies representing a major investment of time, talent and capital toward a new era in airfield lighting.

As our industry faces unprecedented customer demands and competition, it is spurred by a succession of technological breakthroughs. Our new products respond not only to the changing demands of our customers, but also to the global shift toward computerized control and monitoring of lighting systems.

- Proactive customer service
- Excellence in design
- Superior quality and workmanship
- Corporate solidarity.

These strengths have allowed Eaton Crouse-Hinds to become a leading light in an industry where nothing less than top-flight is acceptable.

## Scope of Work

### Standard Maintenance Support Agreement for Airport Lighting Control Systems (Aligned with AC 150/5340-26B)

It is very important that the airport maintenance people have the adequate technical support for the ALCMS system. Support is not meant just for the warranty period but to maintain the system hardware and software so as to ensure that there is limited interruption in service. Eaton Crouse-Hinds offers the following services as part of the standard maintenance contract to increase the life of the ALCMS system.

- Unlimited technical phone support will be provided during normal office hours.
- Remote access of ALCMS system to troubleshoot with customer provided remote access to ALCMS system computer through an internet connection.
- Two on-site visits per year to do ALCMS preventative maintenance, each visit will include the following (See Appendix A for Tasks Checklist form):
  - Perform system diagnostics and inspection to verify performance optimization.
  - Equipment visual inspection and cleaning.
  - Optimization of Hard Drives and System Calibration.
  - Conduct System Failure Analysis and System Reporting Review.
  - Virus inspections and system heal if necessary.
  - Verify System Software and provide newly released software upgrades for the operating software that will enhance the overall performance of the system. Installation is free when coupled with another planned visit.
- System security evaluations and updates per cyber security requirements
  - Prior to each visit CHALP technical team will run a DOD security compliance test using a simulation system and optimize security enhancements without compromising the system integrity and functionality.
  - During the ALCMS standard maintenance visit the airport can run DOD security test tool to validate cyber security compliance. Per request CHALP will prepare a report indicating the requirements that can't be implemented with their reasons.
  - CHALP Software team will prepare an offline Windows update package, that will include recent Microsoft security patches.
  - During an ALCMS standard maintenance visit CHALP technician will install on each computer the above Windows update package.
- During one of the visits perform CCR Testing Program. Testing will be based on requirements of FAA AC 150/5340-26C (current edition) and will include the following tasks, for each of the existing Crouse Hinds CCRs (approximately 10 CCRs) once a year (See Appendix B for the CCR detailed test report form):
  - Output Load Values: Test output load values (in KW) using the control systems for the regulator. Perform calibration as required.
  - Short Circuit Test: Short circuit in local condition and test on all brightness steps. Verify CCR output current within the allowed tolerance.
  - Open Circuit Test: recommended non-dynamic, contactor coil open method. This will include testing the controls to detect open circuit shut down of the regulator without cycling transformer through open circuit casualty.
  - Over Current Test: simulate high current to verify that high output current protection feature is operative.
  - CCRs load analysis using the high step output voltage and current to calculate KW output and optimal CCR size. (See Appendix C for example of the report).



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## CROUSE-HINDS SERIES

- Equipment and training for airport personnel which will coincide with a preventative maintenance trip(s). The airport may specify the training topic(s).
- Maintain and provide the system updated As Made Drawings that reflect the up to date system design
- Provide complete service report in the end of each visit.
- Technical Support People will be available for additional on-site work with customer charged for time and materials.

Note: Requests for technical support people on site will be treated as a priority request over those requests for service at sites where no service contract is in effect.



**Eaton's Crouse-Hinds Airport Lighting Products**

1200 Kennedy Road  
Windsor, CT 06095  
860-683-4371  
FAX: 866.527.3860

March 18, 2026

**Maintenance Service Contract  
Computer Control and Monitoring System**

This Maintenance Service Contract (the "Contract") is entered into on 3/18/2026

Between

**Crouse-Hinds Airport Lighting Products a division of Cooper Crouse-Hinds, LLC**, organized under the laws of the State of Delaware with its headquarters at 1200 Kennedy Road, Windsor, Connecticut 06095 USA, (hereinafter referred to as "CHALP").

And

**Robert Gray Army Airfield**  
(hereinafter referred to as "Customer").

**WHEREAS** CHALP, has supplied and commissioned an Airfield Lighting Computer Control and Monitoring System (hereinafter referred to as "ALCMS") for Airfield Ground Lighting, and

**WHEREAS** The Customer, having purchased a ALCMS and wishes to acquire support and maintenance for the ALCMS from CHALP;

**NOW THEREFORE**, in consideration of the covenants hereinafter contained, the parties agree to enter into this Contract for maintenance services related to ALCMS equipment, as follows:

**1. SCOPE OF THE CONTRACT**

Subject to the payment of fees and compliance with the terms of this Contract, CHALP shall provide Customer the services specified in Article 5, with regard to the ALCMS and its devices installed at the customers location.

**2. TERM**

This Contract shall become effective on the date of its signature by both Parties. The starting date of the Contract shall be 05/01/2026 and it Contract shall terminate on 04/31/2031. The customer may renew this Contract subject to agreement between the parties on new contract pricing.

### 3. CONTRACT PRICE AND PAYMENT TERMS

Changes to services requested by Customer are subject to written acceptance by CHALP. Such accepted changes may affect price, delivery schedule and completion dates. See appendix D for contract amount.

Payment pursuant to the Contract shall be made in advance of the service call or receipt of the applicable part(s) in U.S. Dollars by Customer check or bank transfer to the following account:

PNC Bank  
Pittsburgh PA USA  
A/C# 1-269730  
ABA# 043000096

### 4. CUSTOMER'S RESPONSIBILITIES

To initiate a request for service the Customer's designated administrative contact(s) will notify their CHALP contact that a scheduled check-up should be scheduled. The minimum notice period is three weeks and CHALP is not responsible for scheduling or reminding Customer that preventive maintenance check-ups are required for their system.

The Customer shall provide CHALP's, at no charge, adequate working space and facilities for its personnel including light, heat, ventilation, electrical current and outlets and adequate storage space for parts. All such facilities shall be in close proximity to the ALCMS to be serviced.

The Customer shall provide CHALP, at no charge, access to and use of any machines, attachments, features, communication facilities or other equipment and material normally available at Customer's site which, in the opinion of CHALP's personnel, are necessary to facilitate the performance of the contracted services and shall provide CHALP's access to the ALCMS system to perform the contracted services. All such visits must be pre-arranged with CHALP.

The Customer shall not require CHALP or its employees to waive claims or potential claims of liability against the Customer nor shall any other conditions be imposed on CHALP as a condition of site access, other than for safety and security reasons and as otherwise set forth herein.

### 5. CHALP'S RESPONSIBILITIES

CHALP will provide the contracted services if the Customer makes payment pursuant to the Contract terms and otherwise abides by all of the terms of this Contract. CHALP reserves the right on written notice to discontinue providing services if these conditions are not met.

Services, such as but not limited to configuration changes, which are not provided under this contract, may not be available. However CHALP will, at its own discretion, use reasonable commercial efforts to supply such other services, but shall not be obligated therefore. The cost of these services will be billed separately and will only be done with customer's prior approval.

CHALP shall not be liable for delay in performance if such delay is caused by unavailability of information, material or computer time or any other item, which is to be furnished to CHALP by the Customer. Nor shall CHALP be liable for delays of the type noted in Article 9 herein.

### SCHEDULED SITE INSPECTIONS

CHALP will make two scheduled check-ups (preventive maintenance) on site visits per year to be performed by a specialist. Each visit has a maximum duration of five working days per visit, with travel time

to the site included in the five-day time limit. The specialist shall perform the following on the ALCMS system:

- Inspection of System Hardware
- Diagnostic Testing of the Control System
- Verify system functionality
- Review outstanding issues in connection with the ALCMS system and examine possible solutions.
- Brightness, VA Drop, over current and burnt out Lamp Calibration check and adjustment (if required) for each CCR.
- Airfield Lighting Control and monitoring System (ALCMS) checks for all components.
- Identify any defective parts that may need replacement or repair
- ALCMS Cable and Contact Connection check to ensure all connections are tight and clean contacts where applicable.
- Optimize computer hard drives for performance
- UPS maintenance on units supplied by CHALP.
- Touch Screen Calibration check and adjustment (if required).
- Cleaning of the system and enclosures to ensure proper airflow around equipment
- Review Maintenance History Log and follow up on any discrepancies to ensure the integrity of the system.
- Install System software updates which CHALP has specifically designated as correcting existing programs.
- Provide training for the operating and maintenance staff during pre-arranged visits with date(s) and time(s) to be mutually agreed upon with the Customer. This training will be done at the same time as the preventative maintenance check-up noted in this paragraph.
- System security evaluations and updates per cyber security requirements
  - Prior to each visit CHALP technical team will run a DOD security compliance test using a simulation system and optimize security enhancements without compromising the system integrity and functionality.
  - During the ALCMS standard maintenance visit the airport can run DOD security test tool to validate cyber security compliance. Per request CHALP will prepare a report indicating the requirements that can't be implemented with their reasons.
  - CHALP Software team will prepare an offline Windows update package, that will include recent Microsoft security patches.
  - During an ALCMS standard maintenance visit CHALP technician will install on each computer the above Windows update package.
- During one of the visits perform CCR Testing Program. Testing will be based on requirements of FAA AC 150/5340-26C (current edition) and will include the following tasks, for each of the existing Crouse Hinds CCRs (approximately 40 CCRs) once a year (See Appendix B for the CCR detailed test report form):
  - Output Load Values: Test output load values (in KW) using the control systems for the regulator. Perform calibration as required.
  - Short Circuit Test: Short circuit in local condition and test on all brightness steps. Verify CCR output current within the allowed tolerance.
  - Open Circuit Test: recommended non-dynamic, contactor coil open method. This will include testing the controls to detect open circuit shut down of the regulator without cycling transformer through open circuit casualty.
  - Over Current Test: simulate high current to verify that high output current protection feature is operative.
  - CCRs load analysis using the high step output voltage and current to calculate KW output and optimal CCR size.

Additional visits may be purchased if necessary with additional charges:

- \$3200/day (Special Contract Rate)

The two visits each year during the term of this Contract will take place at mutually agreed dates. The visits shall be during Customer's normal working schedule. To the maximum extent possible, on site visit shall be carried out so as not to disturb normal operations. Upon completion of each on site visits, CHALP's representatives shall issue a report. The Customer shall acknowledge receipt of the report by signing one copy of the report and returning it to CHALP. The report shall list all problems detected. The report shall include: (i) a description of the work required to be performed to solve problems, (ii) the estimated period of time required to solve all pending problems, and (iii) provide the Customer information about the condition of the ALCMS system in order to improve quality of service by recommended actions.

CHALP will provide unlimited phone and E-Mail technical support Monday through Friday from 8:00 AM to 5:00 PM EST

This service agreement covers only the ALCMS services listed above. This agreement does not include the replacement of parts or overhaul. This will be provided in a separate proposal if necessary.

## **6. WARRANTY**

Any maintenance service, including any software or replacement parts for the ALCMS system, provided by CHALP under this Contract is warranted to be free from defects for one year. CHALP's only liability herein shall be to replace any products that CHALP determines to be defective. EXCEPT FOR THIS EXPRESS WARRANTY, CHALP MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICE, PARTS OR OTHER ITEM DELIVERED BY CHALP. Without limiting the generality of the foregoing, CHALP makes no warranty that the ALCMS will provide either uninterrupted or error-free data. Nor will this warranty in any way vary and pre-existing warranty provisions for the ALCMS.

## **7. EXCLUSIONS**

The maintenance services exclude the following:

Replacement of any ALCMS system hardware: such as computers, computer screens, Digitrac Devices, Continuous Logitrac Adaptors or Continuous Logitrac Devices. Any equipment needed to be replaced will be identified by CHALP and available for purchase by the airport. Installation can be coupled with another planned visit to reduce or avoid installation costs;

Maintenance of Regulators (CCR);

Maintenance services performed at any time to resolve a problem or failure that was not covered by a warranty or service agreement or which is unrelated to the ALCMS system;  
Specification changes instituted by the Customer or corrections that are necessary due to an operating environment which is different from that in which the ALCMS is intended to function according to its specifications;

Repair or replacement of any ALCMS parts or portion thereof if CHALP reasonably believes that such repair or replacement is necessitated in whole or in part by: error, neglect, misuse, abuse or negligent acts of the Customer or a third party, including failure by the Customer to follow CHALP's installation, operation, or maintenance instructions and specifications, improper or unauthorized connection with any peripheral; external electrical fault; or alteration, modification, service or repair performed otherwise than by CHALP or with CHALP's permission.

Software will not be serviced if the following conditions exist: The system does not conform to the update level necessary to support the software or has been modified, other than by CHALP's personnel, so as not to conform to the specifications for which the software was designed.

The Customer or a third party is using the software in violation of its software licenses.

The ALCMS software (i.e. operating system, system utilities and libraries, drivers, etc.) is not supported and approved by CHALP.

The software has been subjected to damage or abuse by the Customer, its agents, employees, invitees or third parties.

The Customer has made a copy of the software without CHALP's written approval.

A copy of the software rendered by CHALP has been altered, decrypted, extracted, translated, disassembled, decompiled or changed in any way by Customer, its agents or third parties.

CHALP is not responsible for problems to the operating characteristics of the ALCMS, which were caused by unauthorized modifications to copies of the software provided by CHALP.

CHALP is not responsible for problems that occur as a result of the use of the software in conjunction with non-CHALP software or with hardware which is incompatible with the version of the software provided.

## **8. LIMITATION OF LIABILITY & INDEMNITY**

IN NO EVENT SHALL CHALP OR ITS AFFILIATES, OR THE OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES OF ANY OF THEM BE LIABLE TO CUSTOMER OR ANYONE CLAIMING THROUGH CUSTOMER, FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR SIMILAR TYPES OF DAMAGES, DOWNTIME OR LOSS OF PROFITS, ARISING OUT OF ANY SERVICES PROVIDED BY CHALP PURSUANT TO THIS CONTRACT, RESULTING FROM CHALP'S BREACH OF ANY OF THE PROVISIONS OF THIS CONTRACT, OR OTHERWISE. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT OR THE PROVISION OF PRODUCTS OR SERVICES HEREUNDER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. MOREOVER, NEITHER PARTY SHALL BE RESPONSIBLE FOR DAMAGES IN EXCESS OF AN AGGREGATE OF THE PURCHASE PRICE AMOUNTS PAID BY CUSTOMER TO SELLER FOR PRODUCTS AND SERVICES PURCHASED BY CUSTOMER UNDER THIS AGREEMENT.

## **9. REMEDIES & EXCUSED DELAYS**

If the inability to provide the maintenance is not the fault of CHALP and/or is beyond CHALP's control or which it could not reasonably have anticipated or avoided, CHALP shall be excused from performance of its obligations under the Contract during said period of time. Specifically but not by way of limitation these problems may be caused by labor disputes, war, riot or insurrection, acts of God and acts of government. CHALP shall not be responsible for any costs beyond a prorated reduction in its Contract fees during said period. The Contract shall be extended for a period of time equal to the time CHALP was unable to perform said maintenance.

Without regard to the reason that CHALP is unable to provide said maintenance, CHALP shall not be responsible for problems to the ALCMS which arise as a result of the actions or inactions of Customer or any third party during periods when CHALP is unable to maintain the system. All costs to bring the ALCMS system back to its former operating level will be charged to Customer separate and apart from expenses covered by this Contract.

#### **10. HARMONY WITH OPERATIONS OF OTHERS**

During the time that CHALP is performing hereunder, other persons may be engaged in other operations in or about the service area including facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the work site, all of which shall remain uninterrupted.

CHALP shall so plan and conduct its operations to work in harmony with others. If CHALP work is interrupted by other persons and such interruption results in increased costs, CHALP may request compensation for its actual increased costs.

#### **11. INSURANCE REQUIREMENTS:**

CHALP, at its own expense shall provide a certificate of insurance to Customer showing that it maintains comprehensive general liability insurance with limits of at least \$5,000,000 in the aggregate and Workers' Compensation Insurance in accordance with the requirements of law.

Each policy certificate shall contain a provision that the policy may not be canceled, terminated or modified without thirty-day written notice to Customer.

If at any time the above insurance should be canceled, or materially adversely modified so that the insurance is not in effect as above required, then, if the Customer shall so direct, CHALP shall suspend performance of the Contract until appropriate insurance has been obtained.

#### **12. CONFIDENTIALITY**

In order to enable CHALP's personnel to perform the services described under this Contract, and in order to enable Customer to satisfy its obligations hereunder, it may become necessary for each party to receive or have access to Confidential Information (such term being defined to include specifications, designs, plans, drawings, software, data prototypes or other technical or business information that either existed prior to performance of services hereunder or is subsequently developed independent of performance of such services) of the other which is considered proprietary or confidential. In addition, Delivered Information, as defined in Article 13, is considered by the parties to be proprietary and confidential. All such Confidential Information and all Delivered Information will be collectively referred to in this Article 12 as Information.

The party receiving the Information will:

- Hold the Information of the furnishing party in confidence, and restrict its disclosure solely to those of the receiving party's employees with a need to know, and not disclose it to third parties; and
- Advise employees who received the Information of the obligation of confidentiality hereunder; and
- Use and require employees to use the same degree of care to protect the Information as is used with the receiving party's information of a similar nature; and
- Use the Information it receives only in connection with Services it performs or obligations it fulfills pursuant to this Contract or pursuant to the applicable license granted in Article 13.

This obligation of confidentiality shall not apply in the following situations: (1) the Confidential Information is already known by the other party, (2) the Information is disclosed by a third party having a right to make such a disclosure, (3) the Information is developed independently by the other party or (4) the Information is part of the public domain.

In any case Confidential Information, other than licensed software shall be held in confidence for three years after the final termination of this Contract.

### **13. OWNERSHIP OF INVENTIONS AND DELIVERED INFORMATION**

All information (including specifications, designs, plans, drawings, software, date prototypes or other technical or business information) delivered by CHALP to Customer, and the rights to any underlying patent, copyrights, mask work protection rights and other intellectual property rights, will be designated as "Delivered Information" and will be treated as follows:

- In the event that Delivered Information is developed or generated solely by CHALP employees or jointly by CHALP and Customer's employees, CHALP will own all right, title and interest therein.
- CHALP grants to Customer a non-exclusive, irrevocable, royalty-free license to use such Delivered Information in so long as this Contract, as amended, remains in effect.
- In the event that Delivered Information is generated solely by Customer's employees, Customer will own all right, title and interest therein. Customer grants to CHALP a non-exclusive, irrevocable, royalty-free license to use such Delivered Information for any lawful business purposes.
- In the event that CHALP's Confidential Information is incorporated in Delivered Information provided to Customer, CHALP grants to Customer a non-exclusive, irrevocable, royalty-free license to use such Delivered Information for the purpose of the present Contract.

### **14. RESOLUTION OF DISPUTES**

Any claim or dispute arising in connection with this Contract which is not settled by the parties within sixty (60) days of notice thereof first being given by either party to the other shall be finally settled by arbitration under the Commercial Arbitration Rules and the Guidelines for Expediting Larger Complex Commercial Arbitrations of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over it. There shall be three arbitrators, and they shall conduct themselves as neutrals. The chairman shall be an attorney experienced in arbitrating large commercial disputes. Each party shall appoint one arbitrator, and the two arbitrators shall appoint a third. Each party shall be responsible for payment of fees to any expert it may employ. The compensation of the arbitrators and the costs of the arbitration proceeding shall be shared equally. The arbitrators shall actively manage the arbitration to make it fair, expeditious, economical and less burdensome and adversarial than litigation, and the award rendered shall not include consequential or punitive damages and shall state its reasoning. Any party may request a court to provide interim relief without waiting the agreement to arbitrate. The arbitration shall be in the Hartford Connecticut area. The law applicable will be the laws of the United States and Connecticut without reference to their conflict of laws provisions.

## 15. TAXES AND DUTIES

CHALP shall be responsible for all costs of materials and goods purchased taxes, stamp duties, license fees and other levies imposed outside Customer's country.

The Customer shall pay all import taxes and charges imposed inside the Customer's country if outside of the United States of America.

## 16. NOTICES

Any notice given by one party to the other pursuant to the Contract shall be sent in writing by fax or by e-mail or by mail to the address specified below or to such other address as each party may hereafter designate:

If to CHALP:  
Eaton's Crouse Hinds  
1200 Kennedy Road  
Windsor, CT 06095 USA  
Phone: 860-683-4389  
nirgodel@eaton.com

If to Airport:  
Robert Gray Army Airfield

## 17. TERMINATION BY DEFAULT

In the event that either party shall fail to perform, keep and observe any of the material terms, covenants or conditions herein contained on its part to be performed, kept and observed, the other party may give written notice to correct such condition. If the party in default shall not commence and use diligence to correct or begin to correct such conditions or default within a commercial reasonable time after receipt of such notice, the party giving such notice may in writing forthwith terminate this Contract. No damages shall be awarded upon termination, except that any money due hereunder shall remain subject to collection with costs thereof being charged as appropriate.

## 18. TERMINATION

Customer or CHALP may, at any time and for any reason, terminate this Contract in whole or in part upon sixty (60) days prior written notice to the other party. If the Customer chooses to terminate a multi-year contract prior to the expiration date, the Customer will be liable for a 5% penalty fee based on the annual rate for each year the contract was in execution with the current year being pro-rated.

## 19. TRANSFER OF RIGHTS AND OBLIGATIONS

Neither party shall assign, in whole or in part, its rights and obligations to perform under this Contract, except with the other party's prior written consent.

## 20. MODIFICATIONS OF CONTRACTUAL TERMS

Any amendment of the Contract shall be signed by both Parties.

**21. NULLITY CLAUSE**

If any clause of the present Contract becomes null or void, this will in no way affect any other provisions of the Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract effective as of the date first written above.

Cooper Crouse Hinds, LLC.

By: *Allen Zell*  
Title: *Business Unit Manager*  
Date: *3/27/26*

Airport City of Killeen

By:  
Title: Kent Cagle, City Manager  
Date:

**APPENDIX A**

**Airfield Lighting Control and Monitoring System  
Preventative Maintenance Inspection Checklist**

Contract \_\_\_\_\_

Date \_\_\_\_\_

Tech Name \_\_\_\_\_

Procedure	Site Locations							
		N/A		N/A		N/A		N/A
Initial for complete - Check for N/A		N/A		N/A		N/A		N/A
<b>01. Cleaning</b>								
Computer Screens								
Keyboards								
All CPU Components								
Equipment Rack								
Digitrac Interface								
<b>02. Diagnostics</b>								
Alarm List Review								
History Review								
Test Digitrac interface & Network								
Test Ethernet Cards & Network								
<b>03. Visually Inspect</b>								
Potential Transformer								
Current Transformer								
Digitrac Interface								
Industrial Computer								
Network Equipment								
Patch Panels								
Peripherals								
UPS								
<b>04. Optimize Performance and Security</b>								
Defrag & Optimize Hard disk								
Calibrate Touch Screen(s)								
Calibrate Digitrac(s)(as needed)								
Update/Backup DCCMS Release								
Antivirus Scan								
DOD SCAP Security Updates								
Windows Security Updates								
<b>05. System Backup</b>								
Computer Backup								

Backup Echelon Network									
<b>06. Logitrac System</b>									
Check CLA's									
Check CLD Communication									
<b>07. MegaTrac System</b>									
Check High Voltage units									
Test using Test Resistance									
<b>08. Drawings Update</b>									
As Installed Mark Up									
<b>09. Complete Service Report</b>									
<b>10. Deliver copy to Customer</b>									

Appendix B

**CONSTANT CURRENT REGULATOR TESTING**

**CCR OUTPUT CURRENT CALIBRATION - CCR HIGH LOAD CURRENT TEST – CCR OPEN CIRCUIT TEST – CCR SHORT CIRCUIT TEST**

**Airport:**

**Airport Location:**

**Date:**

**Field Service Technician:**

**Airport CCR # / Circuit Identifier:**

**CCR Part Number: Choose an item.**

**CCR Serial Number:**

- **High Load Current Test:**

**PASS - Indicating "HIGH LOAD CURRENT"**

**FAIL - See "NOTES" below**

- **Open Load Circuit Test:**

**PASS - Indicating "OPEN LOAD CIRCUIT" or "LOOP"**

**FAIL - See "NOTES" below**

- **Calibration at High Brightness Setting**

**Nominal Output Current Value: Choose an item.**



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# CROUSE-HINDS SERIES

Initial I OUT  A CCR Output: LOADED

Initial Display Value  A CCR Output: LOADED

Post Calibrate I OUT  A CCR Output: LOADED

Post Calibrate Display Value:  A CCR Output: LOADED

- Short Circuit Test, High Step:

PASS Indicating  Amps In High Brightness Setting. CCR Output: SHORTED

FAIL Indicating  Amps In High Brightness Setting. CCR Output: SHORTED

- Short Circuit Test, All CCR Brightness Steps Operate Within FAA Tolerance:

PASS

FAIL See "Notes" Below

- NOTES:

Appendix C

**CONSTANT CURRENT REGULATORS KW LOAD CALCULATION EXAMPLE**

CCR Name	Current CCR KW Rating	Output Voltage in High Step	Current in High Step	KW Output in High Step	Optimal CCR KW Rating
CCR A	30	3000	6.6	19.8	30
CCR B	30	5000	6.6	33	Above 30KW
CCR C	30	1000	6.6	6.6	10
CCR D	30	1500	6.6	9.9	15
CCR E	30	2000	6.6	13.2	20
CCR F	20	3000	6.6	19.8	30
CCR G	20	4000	6.6	26.4	30
CCR H	30	1000	20	20	30
CCR I	30	1500	20	30	30
CCR J	30	800	20	16	20
CCR K	30	500	20	10	15



Powering Business Worldwide

Cooper Crouse-Hinds, LLC
Airport Lighting
1200 Kennedy Road
Windsor, CT 06095
Phone: (860) 683-4300
Fax: (860) 683-4354
www.chalp.com

Sold-to address
PROJECT
TO BE DETERMINED
SYRACUSE NY 13201
US

Ship-to address
PROJECT
TO BE DETERMINED
SYRACUSE NY 13201
US

Contract Number Date
24314144 12/08/2025
Customer Number
13705
Prepared By
Nir Godel
Validity period
12/08/2025 to 06/30/2026
Project Number
MAINTENANCE CONTRACT
Project Name
GRK
Sales Representative
900000012 / NERSM JIM TEIXEIRA
Customer Service Contact
CSC CCH SYRACUSE Tele: 8667645454 Fax:
3154775153

Incoterms: Pre-Paid FCA ORIGIN PLANT
Payment Terms: Net 30 Days

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Table with columns: Item, Quantity, UOM, Description, Material No, Price, Ext. Value. Includes rows for ALCMS MAINTENANCE CONTRACT LEVEL 2 (years 1-5) and OPTIONAL ADDER APPARENT.



Powering Business Worldwide

Cooper Crouse-Hinds, LLC  
Airport Lighting  
1200 Kennedy Road  
Windsor, CT 06095  
Phone: (860) 683-4300  
Fax: (860) 683-4354  
www.chalp.com

# Contract Amount

**Contract no./Date**  
24314144 / 12/08/2025

**Project No :**  
MAINTENANCE CONTRACT  
**Project Name :**  
GRK

<b>Product Subtotal</b>	<b>265,850.00</b>
<b>Final amount in USD</b>	<b>265,850.00</b>



### Sole/Single Source Form

Complete one form for each sole/single source expenditure as it applies and attach a sole source letter and quote from the vendor. All forms are valid for one (1) year from approval date unless specified by Purchasing below. **Requests \$100,000 and greater will be routed to all signature parties, and requires City Council approval prior to the purchase.**

Return completed forms to Purchasing at [Purchasing@killeentexas.gov](mailto:Purchasing@killeentexas.gov).

Department/Division: Aviation / Maintenance Requestor Name: Alfred Palmieri

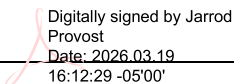
Vendor Name: Eaton Crouse-Hinds Cost: \$ 265,850.00 Date: 03/19/2026

Check each box that applies to your sole/single source purchase:

- Items available from only one source because of patents, copyrights, secret processes, or natural monopolies. Films, manuscripts, or books.
- Gas, water, or other utility services (Letter from vendor not required)
- Captive replacement parts or components for equipment.
- Books, papers, and other library materials for a public library available only from the persons holding exclusive distribution rights to the materials.
- Management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
- Annual maintenance for software and equipment the City already owns.
- Single source because of standardization, warranty, or other factors.
- Other \_\_\_\_\_

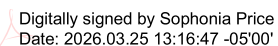
Describe in detail the product and/or service to be procured and how they meet your needs.

Eaton Crouse-Hinds is the original equipment manufacturer (OEM) of the Airfield Lighting Control and Monitoring System (ALCMS) and retains exclusive rights to its proprietary software, firmware, and system architecture. No third-party vendor has authorized access to the system's source code, diagnostic tools, or engineering documentation required to perform comprehensive maintenance or repairs.

Department/Division Head Signature: **Jarrold Provost**  Digitally signed by Jarrold Provost  
Date: 2026.03.19 16:12:29 -05'00'

Purchasing division justification:

Eaton Crouse-Hinds retains exclusive rights.

Director of Procurement Signature: **Sophonia Price**  Digitally signed by Sophonia Price  
Date: 2026.03.25 13:16:47 -05'00'  Approved  Disapproved

Expiration Date: \_\_\_\_\_

*The approvals on the following page are required for expenditures \$100,000 and greater:*

Executive Director of Finance Signature: Lorianne Luciano Digitally signed by Lorianne Luciano  
Date: 2026.03.26 15:55:39 -05'00'  Approved  Disapproved  
Comments:

City Attorney Signature: Holli Clements Digitally signed by Holli Clements  
Date: 2026.03.31 08:53:30 -05'00'  Approved  Disapproved  
Comments:

City Manager Signature: Lauren Wilson Digitally signed by Lauren Wilson  
Date: 2026.03.31 12:02:55 -05'00'  Approved  Disapproved  
Comments:

# Crouse-Hinds

by **EATON**

March 19, 2026

Petra Grayson

Killeen Regional Airport (GRK)

8101 Clear Creek Road | Killeen, TX 76549

**RE:** Killeen Regional Airport (GRK) ALCMS Maintenance Contract

The Airfield Lighting Control and Monitoring System (ALCMS) currently in operation at Killeen Regional Airport was supplied by **Eaton Crouse-Hinds Airport Lighting**. Components of the ALCMS are installed at the following locations:

- Air Traffic Control Tower
- West Electrical Vault
- East Electrical Vault
- North Approach Shelter
- South Approach Shelter

The ALCMS provides critical control of airfield lighting systems during both standard and low-visibility airport operations, ensuring the safe and efficient movement of aircraft.

In addition, the ALCMS provides Electrical Maintenance personnel with real-time monitoring and status information for critical system components, enabling timely diagnosis and response to operational issues.

Eaton Crouse-Hinds Airport Lighting is the sole authorized supplier of the equipment and services required for routine system maintenance, proprietary software modifications, and necessary system upgrades associated with the ALCMS.

Quote No. 24314144, attached, was submitted for a multi-year maintenance contract to support continued operation and reliability of the system.

Sincerely,

3/19/2026

X Godel Nir

Nir Godel

Signed by: Godel, Nir

Nir Godel  
Product Line Manager  
Airport Lighting Products



Powering Business Worldwide

# Customer Quotation

Cooper Crouse-Hinds, LLC  
Airport Lighting  
1200 Kennedy Road  
Windsor, CT 06095  
Phone: (860) 683-4300  
Fax: (860) 683-4354  
www.chalp.com

**Sold-to address**  
PROJECT QUOTE  
TO BE DETERMINED  
SYRACUSE NY 13201  
US

**Ship-to address**  
PROJECT QUOTE  
TO BE DETERMINED  
SYRACUSE NY 13201  
US

Quotation Number **24314144** Date **12/08/2025**  
Customer Number **13705**  
Prepared By **Nir Godel**  
Validity period **12/08/2025 to 06/30/2026**  
Project Number **MAINTENANCE CONTRACT**  
Project Name **GRK**  
Sales Representative **900000012 / NERSM JIM TEIXEIRA**  
Customer Service Contact **CSC CCH SYRACUSE** Tele: **8667645454** Fax: **3154775153**

**Incoterms:** Pre-Paid FCA ORIGIN PLANT  
**Payment Terms:** Net 30 Days

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
<b>Cust.item</b>	<b>Catalog Number</b>					
	<b>Cust.Material Number</b>					
10	1	EA	ALCMS MAINTENANCE CONTRACT LEVEL 2 ***** YEAR 1 - One full Year starting in 2026 and ending in 2027  Including: - Unlimited phone support - Two ALCMS preventive maintenance visits per year - Perform CHALP CCR Testing program per FAA requirements during one of the scheduled visits, - System security evaluations and updates per SCAP requirements prior to each visit including a detailed report (See attached proposal for detailed tasks performed) *****	12613798	48,300.00	48,300.00
20		EA	OPTIONAL ADDER *****	APPARENT		
30	1	EA	ALCMS MAINTENANCE CONTRACT LEVEL 2 YEAR 2 - One full Year starting in 2027 and ending in 2028	12613798	50,750.00	50,750.00
40	1	EA	ALCMS MAINTENANCE CONTRACT LEVEL 2 YEAR 3 - One full Year starting in 2028 and ending in 2029	12613798	53,250.00	53,250.00
50	1	EA	ALCMS MAINTENANCE CONTRACT LEVEL 2 YEAR 4 - One full Year starting in 2029 and ending in 2030	12613798	55,650.00	55,650.00
60	1	EA	ALCMS MAINTENANCE CONTRACT LEVEL 2 YEAR 5 - One full Year starting in 2030 and ending in 2031	12613798	57,900.00	57,900.00



Powering Business Worldwide

Cooper Crouse-Hinds, LLC  
Airport Lighting  
1200 Kennedy Road  
Windsor, CT 06095  
Phone: (860) 683-4300  
Fax: (860) 683-4354  
www.chalp.com

# Customer Quotation

**Quotation no./Date**  
24314144 / 12/08/2025

**Project No :**  
MAINTENANCE CONTRACT  
**Project Name :**  
GRK

---

<b>Product Subtotal</b>	<b>265,850.00</b>
<b>Final amount in USD</b>	<b>265,850.00</b>

---

## Terms and Conditions

- 1. Applicable Terms and Conditions**

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.
- 2. Price, Payment Terms, and Title**

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Prices are stated in United States dollars unless otherwise indicated, are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section, Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in all Products for which title has passed (including all after-acquired Products) that Seller sells Buyer and all proceeds of Products (including but not limited to all products in which Products are incorporated and any funds and products that Buyer receives in exchange for Products). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.
- 3. Delivery and Risk of Loss**

(a) Unless otherwise agreed in writing, all deliveries of Products will be FCA (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.
- 4. Acceptance**

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.
- 5. Limited Warranty**

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, lamps, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be born by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products, except for LED Products, is twelve(12) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) The warranty period for LED Products is forty-eight (48) months from the documented installation completion date. LED Products are light fixtures containing light emitting diode other than solar, utility and obstruction lighting.

(f) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES.EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.
- 6. LIMITATION OF LIABILITY**

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.
- 7. Cancellation and Return of Products**

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for reasonable termination charges, including all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.
- 8. Force Majeure**

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.
- 9. Work Product**

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.
- 10. Confidentiality**

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.
- 11. Patent Indemnity**

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.
- 12. Changes in Product Design or Manufacture**

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.
- 13. Software License**

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.
- 14. Compliance with Laws**

Buyer shall comply with all laws and regulations applicable to Products including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's agent's failure to provide the information requested by Seller.
- 15. Waiver**

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.
- 16. Language**

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.
- 17. Choice of Law and Dispute Resolution**

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a provinceof Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claimor litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas.If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.
- 18. Assignment**

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.
- 19. Severability**

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. CCH 033012

# 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**

Certificate Number:  
2026-1435029

Date Filed:  
03/18/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Cooper Crouse-Hinds Airport Lighting, LLC  
Windsor, CT United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Killeen Regional Airport

**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.**  
24314144  
5 Year ALCMS Maintenance Contract Level 2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Goddard, Scott	Petaluma, CA United States	X	

**5 Check only if there is NO Interested Party.**

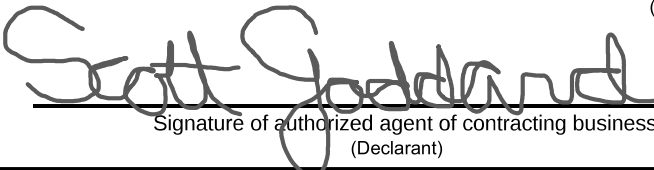
**6 UNSWORN DECLARATION**

My name is Scott Goddard, and my date of birth is Oct 3, 1956.

My address is 925 Middlefield Dr, Petaluma, CA, 94952, US.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Sonoma County, State of CA, on the 18 day of March, 2026.  
(month) (year)

  
Signature of authorized agent of contracting business entity (Declarant)

A stylized graphic in the background consisting of a grey five-pointed star at the top right, connected by a curved line that sweeps from the bottom left towards the star. Below the curve are two grey trapezoidal shapes, one on the left and one on the right, suggesting a path or a structure.

MAINTENANCE SUPPORT  
CONTRACT WITH COOPER  
CROUSE-HINDS LLC

RS-26-055

April 21, 2026

# Background

- The Airport utilizes an Airport Lighting Control and Monitoring System (ALCMS), which is essential for safe and efficient airfield operations; as part of the IGSA, the Aviation Department recently completed installation of the new updated system.

# Background

- Fort Hood has requested that we assume responsibility for ongoing maintenance of the ALCMS under the IGSA agreement, and in accordance with FAA Advisory Circular AC 150/5340-26B, continued technical support is necessary to maintain system reliability and minimize service interruptions throughout the system's lifecycle.

# Discussion

- Cooper Crouse-Hinds provides maintenance with phone support, remote troubleshooting, and two annual on-site visits for diagnostics, calibration, and software updates.
- The contract includes regular cybersecurity compliance testing and security updates to meet Department of Defense standards, along with annual testing per FAA guidelines to verify proper operation and system performance.

# Discussion

- ❑ Overall, the contract provides comprehensive technical, operational, and cybersecurity support to maintain the reliability and safety of the ALMCS system.
- ❑ Staff has negotiated a five (5) year maintenance support contract with Cooper Crouse-Hinds, LLC in the amount of \$265,850.
- ❑ The project will be funded through the IGSA agreement.

# Recommendation

- Approve a Maintenance Support Contract with Cooper Crouse-Hinds, LLC in the amount of \$265,850 and authorize the City Manager or designee to execute same as well as any and all change orders or supplemental agreements within the amounts set by State and local law.



# City of Killeen

## Staff Report

File Number: RS-26-056

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Consider a memorandum/resolution awarding Bid No. 26-18, Traffic Signal Infrastructure Upgrade, to Austin Traffic Signal Construction Co., LLC, in the amount of \$646,001.50.

**DATE:** April 21, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Chris Noll, Interim Director of Public Works

**SUBJECT:** Authorize the award of Bid No. 26-18, Traffic Signal Infrastructure Upgrade, to Austin Traffic Signal Construction Co., LLC

### **BACKGROUND AND FINDINGS:**

The City's Transportation Division maintains eleven span wire intersections. Ten need upgrades, as they have span wire and heads that are fraying, cracking, and dry rotted. Many of the signals and components are 30+ years old and some do not have vehicle detection cameras for efficient traffic flow and communication to the Traffic Management Center (TMC). Four of the intersections were approved for upgrades in the fiscal year (FY) 2026 budget.

Bid No. 26-18, Traffic Signal Infrastructure Upgrade was released for advertisement on January 26, 2026; with a mandatory pre-proposal meeting on February 11, 2026. Purchasing received one response to the bid from Austin Traffic Signal Construction Co., LLC, on February 25, 2026. Austin Traffic Signal was the only vendor to attend the mandatory pre-proposal meeting as well.

Austin Traffic Signal, which is headquartered in Pflugerville, specializes in traffic signals, illumination, Intelligent Transportation Systems, and heavy highway signs and structures. Austin Traffic Signal was founded in 1980 and has done work for many cities, such as the Cities of Round Rock and Temple, as well as the Texas Department of Transportation.

Upgrades to the span wire intersections and installation of vehicle detection cameras allows the system to communicate with the TMC, and meet mandates set by the Federal Highway Administration, National Electrical Code, and Texas Manual of Uniformed Traffic Control Devices.

### **THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

This item conforms to City Policy and state and local laws.

**FINANCIAL IMPACT:**

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

Expenditures in the amount of \$646,001.50 in FY 2026. Future year expenditures will be based on the approved budget.

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

The payment for services rendered will occur on an individual basis under the terms of the contract as project locations are completed.

**Is this revenue/expenditure budgeted?**

Yes, funds are available in the following accounts: CIP Fund - Public Works Department account 300-56435-900-400-926009.

**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:**

City Staff recommends that City Council authorize the award of Bid No. 26-18, Traffic Signal Infrastructure Upgrade, to Austin Traffic Signal Construction Co., LLC., and authorize the City Manager, or his designee, to execute a Letter of Agreement in the amount of \$646,001.50, and furthermore authorize the City Manager, or his designee, to execute any and all amendments/change orders within the amounts set by State and Local law.

**DEPARTMENTAL CLEARANCES:**

Public Works  
Purchasing  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement

Certificate of Interested Parties  
Certificate of Insurance  
Presentation

## LETTER OF AGREEMENT

This Letter of Agreement (“Agreement”) is entered into by and between the City of Killeen (“City”) and Austin Traffic Signal Construction Company, LLC (“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 to:

Provide and install all field wiring and cables, including signal heads, detection cameras and electrical disconnect boxes at four (4) intersections; as more thoroughly described in the Contractor Proposal, attached hereto and incorporated herein as Exhibit “A” (the “Services”).

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after completion of the Services.

Consideration. Contractor agrees to provide the Services stated above:

\_\_\_\_\_ at the rate of \$ \_\_\_\_\_ per hour, for a total amount not to exceed \$ \_\_\_\_\_ ;

\_\_\_\_\_ for the lump sum payment not to exceed \$ \_\_\_\_\_ ; or

X for progress payments in the amount of \$646,001.50, as detailed in Exhibit A.

Tariff Clause. In the event of any changes in tariffs, duties, or taxes imposed by governmental authorities that directly affect the cost of goods or services provided under this contract, the following provisions shall apply:

- Notification Requirement: The Contractor shall notify the City in writing within 10 business days upon becoming aware of any such changes. The notification must include:
  - The specific tariff or duty imposed or changed.
  - The effective date of the change.
  - The impact on the cost of the goods or services provided.
  - Supporting documentation, such as official notices or tariff schedules.
- Adjustment Mechanism: Upon receipt of the notification and supporting documentation, the City and the Contractor shall mutually agree on an equitable adjustment to the contract price. This adjustment will reflect the increased costs attributable to the tariff change and will be implemented in a manner that is fair and reasonable to both parties.
- Maximum Increase Limit: Any price adjustment due to tariff changes shall not exceed 10% of the original contract price.
- Limitations: Adjustments under this clause shall be limited to the direct costs incurred due to the tariff change and shall not exceed the actual increase in costs. No adjustments will be made for indirect costs or for any other reasons not directly attributable to the tariff change.
- Response Timeline: A response to the request for adjustment will be prepared by the City within 10 business days of receipt of the request.
- Finality of Determinations: All determinations made by the City regarding tariff-related adjustments are final.

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 (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) 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.





# Exhibit A

## ***Austin Traffic Signal Construction Co., LLC***

P.O. Box 130  
Round Rock, Texas 78680-0130

Tel: (512) 255-9951  
Fax: (512) 255-0146

I am writing to provide you with an overview of the history and leadership of Austin Traffic Signal Construction Company LLC (ATSCC). Founded in 1980 by Fred Shin, ATSCC began as a small operation with Mr. Shin and his brother working out of a single truck. Over the past 46 years, his dedication to integrity and hard work has established the company as a leader in the Texas transportation industry.

Headquartered in Pflugerville, our firm specializes in Traffic Signal, Illumination, Intelligent Transportation Systems (ITS), and Heavy Highway Signs and Structures. Our veteran leadership team ensures the highest standards of project delivery:

Edward G. Schroeder has served as Mr. Shin's right-hand man since 1995, bringing a strong technical background and extensive experience from the TxDOT Austin District. Clark W. Thomas has been with the company since 2001, offering decades of construction experience and holding numerous industry certifications, including Texas Master Electrician and IMSA TEEEX.

Our operations are further strengthened by John Bartleson, who has served as Operations Manager since 2010 and holds an Electrical Engineering Degree from Washington State University. Patrick Knox, who joined us in 1988 following seven years with the TxDOT Austin District signal shop, leads our ATS Underground team. Additionally, Fidel Garza recently joined the leadership team, bringing decades of experience from TxDOT and private sector leaders such as Iteris and Texas Highway Products.

We are proud of our history of service and look forward to the opportunity to collaborate.

Please let me know if you require any additional information.

- S WS YOUNG DR. and TERRACE DR - \$206,753.00
- S FORT HOOD ST (SH 195) and W HALLMARK AVE - \$145,184.00
- S FORT HOOD ST (SH 195) and 440 PLAZA - \$139,413.50
- S FORT HOOD ST (SH 195) and W JASPER DR - \$154,651.00

**TOTAL - \$646,001.50**

# AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, LLC

P.O. Box 130  
Round Rock, Texas 78680

Ph. (512) 255-9951

Fax (512) 255-0146

February 24, 2026

## ESTIMATE WITHOUT A PLAN SET

CONTROL : CITY OF KILLEEN UPGRADE

PROJECT: CITY OF KILLEEN

HIGHWAY: WS YOUNG DR @ TERRACE DR

COUNTY: BELL

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
<b>WS YOUNG DR @ TERRACE DR</b>					
1	MOBILIZATION	LS	1	\$18,000.00	\$18,000.00
2	TRAFFIC CONTROL	LS	1	\$9,250.00	\$9,250.00
3	ZINC-COAT STL WIRE STRAND- DOUBLE SPAN RUN	LF	800	\$2.50	\$2,000.00
4	ELECTRIC SERVICE TY D (SP) (O)	EA	1	\$5,800.00	\$5,800.00
5	ELEC CONDR (NO 6) BARE	LF	120	\$2.50	\$300.00
6	ELEC CONDR (NO 6) INSULATED	LF	60	\$3.00	\$180.00
7	INS HY TRF SIG )(ISO) - TS 2	EA	1	\$20,500.00	\$20,500.00
8	VEH SIG SEC (12")LED(GRN)	EA	10	\$450.00	\$4,500.00
9	VEH SIG SEC (12")LED(GRN)(ARW)	EA	4	\$450.00	\$1,800.00
10	VEH SIG SEC (12")LED(YEL)	EA	10	\$450.00	\$4,500.00
11	VEH SIG SEC (12")LED(YEL)(ARW)	EA	6	\$450.00	\$2,700.00
12	VEH SIG SEC (12")LED(RED)	EA	10	\$450.00	\$4,500.00
13	VEH SIG SEC (12")LED(RED)(ARW)	EA	2	\$450.00	\$900.00
14	BACK PLATE (12")(3 SEC)(VENTED)	EA	6	\$125.00	\$750.00
15	BACK PLATE (12")(4 SEC)(VENTED)	EA	4	\$150.00	\$600.00
17	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	854	\$3.00	\$2,562.00
18	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	816	\$3.50	\$2,856.00
20	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)TRAY CBL	LF	822	\$2.50	\$2,055.00
21	VIVDS PROCESSOR	EA	1	\$12,500.00	\$12,500.00
22	VIVDS CAMERA	EA	4	\$4,000.00	\$16,000.00
23	VIVDS COMM CABLE	LF	865	\$3.00	\$2,595.00
24	SALVAGE EXISITNG MATERIALS	LS	1	\$4,000.00	\$4,000.00
25	BBU W/GENERATOR PLUG	EA	1	\$8,500.00	\$8,500.00
26	RADIO 5.8 Ghz	EA	1	\$2,500.00	\$2,500.00
27	TY B STRAIN POLE W/LUMINAIRE ARM AND LED	EA	4	\$11,200.00	\$44,800.00
28	TY D GROUND BOX W/APRON	EA	1	\$2,500.00	\$2,500.00
29	CONDUIT (PVC) (SCH 40) (2")	LF	60	\$23.00	\$1,380.00
30	CONDUIT (PVC) (SCH 40) (3")	LF	80	\$25.00	\$2,000.00
31	DRILL SHAFT (36 IN)	LF	53	\$325.00	\$17,225.00
33	VANTAGE LIVE REMOTE MONITORING 3 YEARS	LS	1	\$9,000.00	\$9,000.00
<b>Total Bid Amount</b>					<b>\$206,753.00</b>

**NOTE:**

**Oncor hook-up and transformer prices to be paid seperately as force account at cost plus 5%  
Radio or VANTAGE LIVE are different available communication options  
MATERIALS 18-24 WEEKS**

**Contact Clark Thomas - 512-255-9951 ext 214**

# AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, LLC

P.O. Box 130  
Round Rock, Texas 78680

Ph. (512) 255-9951

Fax (512) 255-0146

February 24, 2026

## ESTIMATE WITHOUT A PLAN SET

CONTROL : CITY OF KILLEEN UPGRADE

PROJECT: CITY OF KILLEEN

HIGHWAY: S. FORT HOOD ST. @ W HALLMARK AVE

COUNTY: BELL

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
<b>S FORT HOOD ST @ W HALLMARK AVE</b>					
1	MOBILIZATION	LS	1	\$14,500.00	\$14,500.00
2	TRAFFIC CONTROL	LS	1	\$11,000.00	\$11,000.00
3	ZINC-COAT STL WIRE STRAND- DOUBLE SPAN RUN	LF	1006	\$2.50	\$2,515.00
4	ELECTRIC SERVICE TY D (TS) (O)	EA	1	\$5,000.00	\$5,000.00
5	ELEC CONDR (NO 6) BARE	LF	85	\$2.50	\$212.50
6	ELEC CONDR (NO 6) INSULATED	LF	50	\$3.00	\$150.00
7	INS HY TRF SIG (ISO) - TS 2	EA	1	\$20,500.00	\$20,500.00
8	VEH SIG SEC (12")LED(GRN)	EA	10	\$450.00	\$4,500.00
9	VEH SIG SEC (12")LED(GRN)(ARW)	EA	4	\$450.00	\$1,800.00
10	VEH SIG SEC (12")LED(YEL)	EA	10	\$450.00	\$4,500.00
11	VEH SIG SEC (12")LED(YEL)(ARW)	EA	6	\$450.00	\$2,700.00
12	VEH SIG SEC (12")LED(RED)	EA	10	\$450.00	\$4,500.00
13	VEH SIG SEC (12")LED(RED)(ARW)	EA	2	\$450.00	\$900.00
14	BACK PLATE (12")(3 SEC)(VENTED)	EA	6	\$125.00	\$750.00
15	BACK PLATE (12")(4 SEC)(VENTED)	EA	4	\$150.00	\$600.00
17	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	909	\$3.00	\$2,727.00
18	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	929	\$3.50	\$3,251.50
19	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)TRAY CBL	LF	480	\$3.00	\$1,440.00
20	VIVDS PROCESSOR	EA	1	\$12,500.00	\$12,500.00
21	VIVDS CAMERA	EA	4	\$4,000.00	\$16,000.00
22	VIVDS COMM CABLE	LF	971	\$3.00	\$2,913.00
23	SALVAGE EXISITNG MATERIALS	LS	1	\$4,000.00	\$4,000.00
24	BBU W/GENERATOR PLUG	EA	1	\$8,500.00	\$8,500.00
25	RADIO 5.8 Ghz	EA	1	\$2,500.00	\$2,500.00
26	CLAMP-ON LUMINAIRE ARM AND LED	EA	2	\$2,100.00	\$4,200.00
27	TY D GROUND BOX W/APRON	EA	1	\$2,200.00	\$2,200.00
28	CONDUIT (PVC) (SCH 40) (2")	LF	25	\$23.00	\$575.00
29	CONDUIT (PVC) (SCH 40) (3")	LF	50	\$25.00	\$1,250.00
30	VANTAGE LIVE REMOTE MONITORING 3 YEARS	LS	1	\$9,000.00	\$9,000.00
<b>Total Bid Amount</b>					<b>\$145,184.00</b>

**NOTE:**

**Oncor hook-up and transformer prices to be paid seperately as force account at cost plus 5%  
Radio or VANTAGE LIVE are different available communication options  
MATERIALS 12-16 WEEKS**

**Contact Clark Thomas - 512-255-9951 ext 214**

# AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, LLC

P.O. Box 130  
Round Rock, Texas 78680

Ph. (512) 255-9951

Fax (512) 255-0146

February 24, 2026

## ESTIMATE WITHOUT A PLAN SET

CONTROL : CITY OF KILLEEN UPGRADE

PROJECT: CITY OF KILLEEN

HIGHWAY: S. FORT HOOD ST. @ 440 PLAZA

COUNTY: BELL

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
<b>S. FORT HOOD ST. @ 440 PLAZA</b>					
1	MOBILIZATION	LS	1	\$13,000.00	\$13,000.00
2	TRAFFIC CONTROL	LS	1	\$9,000.00	\$9,000.00
3	ZINC-COAT STL WIRE STRAND- DOUBLE SPAN RUN	LF	910	\$2.50	\$2,275.00
5	ELEC CONDR (NO 6) BARE	LF	434	\$2.50	\$1,085.00
6	ELEC CONDR (NO 6) INSULATED	LF	612	\$3.00	\$1,836.00
7	INS HY TRF SIG )(ISO) - TS 2	EA	1	\$20,500.00	\$20,500.00
8	VEH SIG SEC (12")LED(GRN)	EA	10	\$450.00	\$4,500.00
9	VEH SIG SEC (12")LED(GRN)(ARW)	EA	4	\$450.00	\$1,800.00
10	VEH SIG SEC (12")LED(YEL)	EA	10	\$450.00	\$4,500.00
11	VEH SIG SEC (12")LED(YEL)(ARW)	EA	6	\$450.00	\$2,700.00
12	VEH SIG SEC (12")LED(RED)	EA	10	\$450.00	\$4,500.00
13	VEH SIG SEC (12")LED(RED)(ARW)	EA	2	\$450.00	\$900.00
14	BACK PLATE (12")(3 SEC)(VENTED)	EA	6	\$125.00	\$750.00
15	BACK PLATE (12")(4 SEC)(VENTED)	EA	4	\$150.00	\$600.00
17	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	922	\$3.00	\$2,766.00
18	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	929	\$3.50	\$3,251.50
19	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)TRAY CBL	LF	640	\$3.00	\$1,920.00
20	VIVDS PROCESSOR	EA	1	\$12,500.00	\$12,500.00
21	VIVDS CAMERA	EA	4	\$4,000.00	\$16,000.00
22	VIVDS COMM CABLE	LF	935	\$3.00	\$2,805.00
23	SALVAGE EXISITNG MATERIALS	LS	1	\$4,000.00	\$4,000.00
24	BBU W/GENERATOR PLUG	EA	1	\$8,500.00	\$8,500.00
25	RADIO 5.8 Ghz	EA	1	\$2,500.00	\$2,500.00
26	CLAMP-ON LUMINAIRE ARM AND LED	EA	2	\$2,100.00	\$4,200.00
27	TY D GROUND BOX W/APRON	EA	1	\$2,200.00	\$2,200.00
28	CONDUIT (PVC) (SCH 40) (2")	LF	25	\$23.00	\$575.00
29	CONDUIT (PVC) (SCH 40) (3")	LF	50	\$25.00	\$1,250.00
30	VANTAGE LIVE REMOTE MONITORING 3 YEARS	LS	1	\$9,000.00	\$9,000.00

**Total Bid Amount**

**\$139,413.50**

**NOTE:**

Oncor hook-up and transformer prices to be paid seperately as force account at cost plus 5%  
Radio or VANTAGE LIVE are different available communication options  
**MATERIALS 12-16 WEEKS**

**Contact Clark Thomas - 512-255-9951 ext 214**

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P.O. Box 130  
Round Rock, Texas 78680

Ph. (512) 255-9951

Fax (512) 255-0146

February 24, 2026

## ESTIMATE WITHOUT A PLAN SET

CONTROL : CITY OF KILLEEN UPGRADE

PROJECT: CITY OF KILLEEN

HIGHWAY: WS YOUNG DR @ TERRACE DR

COUNTY: BELL

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
<b>S FORT HOOD ST @ WEST JASPER DR</b>					
1	MOBILIZATION	LS	1	\$15,500.00	\$15,500.00
2	TRAFFIC CONTROL	LS	1	\$11,000.00	\$11,000.00
3	ZINC-COAT STL WIRE STRAND- DOUBLE SPAN RUN	LF	800	\$2.50	\$2,000.00
4	ELECTRIC SERVICE TY D (SP) (O)	EA	1	\$5,800.00	\$5,800.00
5	ELEC CONDR (NO 6) BARE	LF	150	\$2.50	\$375.00
6	ELEC CONDR (NO 6) INSULATED	LF	60	\$3.00	\$180.00
7	INS HY TRF SIG )(ISO) - TS 2	EA	1	\$20,500.00	\$20,500.00
8	VEH SIG SEC (12")LED(GRN)	EA	10	\$450.00	\$4,500.00
9	VEH SIG SEC (12")LED(GRN)(ARW)	EA	4	\$450.00	\$1,800.00
10	VEH SIG SEC (12")LED(YEL)	EA	10	\$450.00	\$4,500.00
11	VEH SIG SEC (12")LED(YEL)(ARW)	EA	6	\$450.00	\$2,700.00
12	VEH SIG SEC (12")LED(RED)	EA	10	\$450.00	\$4,500.00
13	VEH SIG SEC (12")LED(RED)(ARW)	EA	2	\$450.00	\$900.00
14	BACK PLATE (12")(3 SEC)(VENTED)	EA	6	\$125.00	\$750.00
15	BACK PLATE (12")(4 SEC)(VENTED)	EA	4	\$150.00	\$600.00
17	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	796	\$3.00	\$2,388.00
18	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	771	\$3.50	\$2,698.50
19	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	LF	544	\$2.50	\$1,360.00
20	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)TRAY CBL	LF	603	\$2.50	\$1,507.50
21	VIVDS PROCESSOR	EA	1	\$12,500.00	\$12,500.00
22	VIVDS CAMERA	EA	4	\$4,000.00	\$16,000.00
23	VIVDS COMM CABLE	LF	904	\$3.00	\$2,712.00
24	SALVAGE EXISTING MATERIALS	LS	1	\$3,500.00	\$3,500.00
25	NON APS BUTTONS	EA	4	\$600.00	\$2,400.00
26	BBU W/GENERATOR PLUG	EA	1	\$8,500.00	\$8,500.00
27	RADIO 5.8 Ghz	EA	1	\$2,500.00	\$2,500.00
28	CLAMP-ON LUMINAIRE ARM WITH LED	EA	4	\$2,100.00	\$8,400.00
29	TY D GROUND BOX W/APRON	EA	1	\$2,200.00	\$2,200.00
30	CONDUIT (PVC) (SCH 40) (2")	LF	60	\$23.00	\$1,380.00
31	CONDUIT (PVC) (SCH 40) (3")	LF	80	\$25.00	\$2,000.00
32	VANTAGE LIVE REMOTE MONITORING 3 YEARS	LS	1	\$9,000.00	\$9,000.00

**Total Bid Amount**

**\$154,651.00**

**NOTE:**

**Oncor hook-up and transformer prices to be paid separately as force account at cost plus 5%**

**Radio or VANTAGE LIVE are different available communication options**

**MATERIALS 12-16 WEEKS**

**Contact Clark Thomas - 512-255-9951 ext 214**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/06/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>USI Insurance Services, LLC</b> 7600-C N. Capital of TX Hwy #200 Austin, TX 78731 512 451-7555	CONTACT NAME: <b>Cindy Ellis</b> PHONE (A/C, No, Ext): <b>512 651-4164</b>	FAX (A/C, No): <b>512 467-0113</b>	
	E-MAIL ADDRESS: <b>Cindy.Ellis@usi.com</b>		
INSURED <b>Austin Traffic Signal Construction Co., LLC</b> P.O. Box 130 Round Rock, TX 78680	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Zurich American Insurance Company</b>		<b>16535</b>
	INSURER B : <b>Indian Harbor Insurance Company</b>		<b>36940</b>
	INSURER C : <b>Convex Insurance UK Limited</b>		<b>AA1120191</b>
	INSURER D : <b>Navigators Specialty Insurance Co.</b>		<b>36056</b>
	INSURER E : <b>Travelers Lloyds Insurance Company</b>		<b>41262</b>
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO4839723	03/01/2026	03/01/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP4839724	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			SXS0071593	03/01/2026	03/01/2027	EACH OCCURRENCE \$10,000,000
C	EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE			XSC0001600326	03/01/2026	03/01/2027	AGGREGATE \$10,000,000
D	DED RETENTION \$			CH25EXCZ0KN39IC	03/01/2026	03/01/2027	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC4839722	03/01/2026	03/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Installation Floater - Blanket coverage			QT6605W18005ATLC26	03/01/2026	03/01/2027	\$500,000 Temp. Storage \$500,000 In Transit & Ea Jobsite; Dedt varies

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The General Liability and Auto policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder (and other entities as required by the Prime Contract), only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured. The General Liability, Auto and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same when required by written contract. Coverage (See Attached Descriptions)

CERTIFICATE HOLDER City of Killeen Public Works, Transportation Division 3201-A S. W.S. Young Dr. Killeen, TX 76542	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 
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## DESCRIPTIONS (Continued from Page 1)

is Primary and Non-Contributory, when required by written contract. 30 days notice of cancellation applies, as required by written contract, with the exception of 10 days notice of cancellation due to nonpayment of premium.

# Additional Insured – Automatic – Owners, Lessees Or Contractors



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 4839723

Effective Date: 03/01/2026

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or
- (2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

- (a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

**4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

<b>SCHEDULE</b>
<b>Name Of Person(s) Or Organization(s):</b>
Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
**SCHEDULE**

<b>Designated Construction Project(s):</b>	A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a.** Insureds;
    - b.** Claims made or "suits" brought; or
    - c.** Persons or organizations making claims or bringing "suits".
  - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

# Blanket Notification to Others of Cancellation or Non-Renewal



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 4839723

Effective Date: 03/01/2026

This endorsement applies to insurance provided under the:

## **Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

**D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

<b>SCHEDULE</b>	
The total number of days for mailing or delivering with respect to Paragraph <b>B.1.</b> of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph <b>B.2.</b> of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>	AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO., LLC
<b>Endorsement Effective Date:</b>	03/01/2026

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>	ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO., LLC

**Endorsement Effective Date:** 03/01/2026

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



**ZURICH**<sup>®</sup>

# Coverage Extension Endorsement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. BAP 4839724

Effective Date: 03/01/2026

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

## **D. Driver Safety Program Liability and Physical Damage Coverage**

### **1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

### **2. The following is added to Paragraph 2. in B. Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in B. Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

## **E. Lease or Loan Gap Coverage**

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

### **Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a.** Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and
- b.** Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

## **F. Towing and Labor**

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

## **G. Extended Glass Coverage**

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

## **H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

### **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### **I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### **J. Tapes, Records and Discs Coverage**

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

  - (a) Are the property of an "insured"; and
  - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

#### **K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### **L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos:**

##### **Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

#### **N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

#### **O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

#### **P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

#### **R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

#### **S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

#### **T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

##### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

##### **4. Coverage Extensions**

###### **a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

## **V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

## **W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Blanket Notification to Others of Cancellation or Non-Renewal



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. BAP 4839724	Effective Date: 03/01/2026
------------------------	----------------------------

This endorsement modifies insurance provided under the:

## Commercial Automobile Coverage Part

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph <b>B.1.</b> of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph <b>B.2.</b> of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply.	
** If a number is not shown here, 30 days continues to apply.	

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

**D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. ( ) Specific Waiver

Name of person or organization:

- (X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:

- 3. Premium:

The premium charge for this endorsement shall be 0% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advance Premium: INCL

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 03/01/2026

Policy No. WC 4839722

Endorsement No.

Insured AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO., LLC

Premium

Insurance Company Zurich American Insurance Company

Countersigned by \_\_\_\_\_

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**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX  
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 03/01/2026

Policy No. WC 4839722

Endorsement No.

Insured AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO., LLC

Premium \$

Insurance Company Zurich American Insurance Company

# 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

Certificate Number:  
 2026-1429025

Date Filed:  
 03/04/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO., LLC  
 ROUND ROCK TX. 78680, TX United States

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 TEXAS

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.

PROPOSAL 26-18  
 TRAFFIC SIGNAL UPGRADES- VARIOUS LOCATIONS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	FOSTER, PAUL	EL PASO, TX United States	X	
	KELL, WILLIAMS	EL PASO, TX United States	X	
	WOODY, DARREN	EL PASO, TX United States	X	
	RAINES, ROY	EL PASO, TX United States	X	
	GOODRICH, JOHN	EL PASO, TX United States	X	
	WHITENIGHT, GEORGIAN	EL PASO, TX United States	X	

5 Check only if there is NO Interested Party.

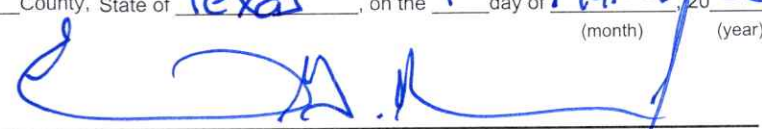
6 UNSWORN DECLARATION

My name is Edward Schroeder, and my date of birth is 5-14-1961

My address is 609 Lido Lakeway TX 78734 U.S.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Paris County, State of Texas, on the 4<sup>th</sup> day of March, 2026  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
 (Declarant)



AWARD BID NO. 26-18,  
TRAFFIC SIGNAL  
INFRASTRUCTURE UPGRADE

RS-26-056

April 21, 2026

# Background

- The City's Transportation Division maintains 101 signaled intersections; eleven (11) of which are span wire intersections.
- Ten (10) of these span wire intersections have components that are over 30 years old, requiring upgrades to various parts, and vehicle detection cameras that are required for communication with the City's Traffic Management Center (TMC).
- Four (4) span wire intersection upgrades are included in the FY 2026 budget in the amount of \$861,120

# Four (4) Intersections FY 2026

3

- Four (4) span wire intersection upgrades are scheduled for upgrades in FY 2026.
  - ▣ S WS Young Dr & Terrace Dr.
  - ▣ S Fort Hood St (SH 195) & W Jasper Dr.
  - ▣ S Fort Hood St (SH 195) & W Hallmark Ave
  - ▣ S Fort Hood St (SH 195) @ 440 Plaza



# Background

4

- On January 26, 2026, Bid No. 26-18, Traffic Signal Infrastructure Upgrade was released for advertisement.
  - ▣ Included a mandatory pre-proposal meeting on February 11, 2026
    - Austin Traffic Signal Construction Company, LLC was the only attendee
- On February 25, 2026, Purchasing received one (1) proposal in response to Bid No. 26-18, Traffic Signal Infrastructure Upgrade, in the amount of \$646,001.50.
  - ▣ Austin Traffic Signal Construction Company, LLC

# Recommendation

- City Council authorize the award of Bid No. 26-18, Traffic Signal Infrastructure Upgrade to Austin Traffic Signal Construction Company, LLC, in an amount of \$646,001.50, and authorize the City Manager, or designee, to execute the agreement and furthermore, execute any and all change orders within the amounts set by State and Local law.



# City of Killeen

## Staff Report

File Number: RS-26-057

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Consider a memorandum/resolution approving a contract with Symtech Live Fire Simulation Technology to build a fire tower training prop, in the amount of \$1,063,062.65.

**DATE:** April 21, 2026  
**TO:** Kent Cagle, City Manager  
**FROM:** James Kubinski, Fire Chief  
**SUBJECT:** Live Fire Simulation Training Tower Vendor and Contract

### **BACKGROUND AND FINDINGS:**

Symtech Live Fire Simulation Technology is a vendor and builder of fire training props to include fire training towers across the continental United States. Notable agencies they have built for are the Fire Department of New York and Los Angeles County amongst numerous fire departments in the State of Texas as well. Symtech has presented a plan to the Killeen Fire Department for a five-story training tower that meets the department's comprehensive fire training needs in the amount of \$1,063,062.65. Their proposal price is presented through the Sourcewell purchasing cooperative featuring a one-time discount of \$20,149.35. Symtech's Sourcewell contract number is 102325-SYM.

### **THE ALTERNATIVES CONSIDERED:**

Proposals matching requirements from two other training tower providers were reviewed.  
Fire Facilities - \$1,266,000  
WHP Training Towers - \$1,220,784

### **Which alternative is recommended? Why?**

Symtech training tower is recommended due to overall cost as well as lower cost for the necessary concrete and foundation/footings. Due to construction of modular containers, a full foundation is not required. Only piers are necessary to set the modular base sections.

### **CONFORMITY TO CITY POLICY:**

This purchase will be made through Symtech Fire LLC, via Sourcewell purchasing cooperative, contract number 102325-SYM. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F, "a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of

goods or services."

**FINANCIAL IMPACT:**

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

The Symtech proposal total of \$1,063,062.65 is for materials and assembly on site. This is a one-time expenditure. A schedule of usage and rental fees has been submitted for fiscal year 2027 so that the facility may be a potential source of revenue for regional fire-rescue organizations to utilize when it is not in use by the Killeen Fire Department.

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

This is a one-time expenditure.

**Is this revenue/expenditure budgeted?**

This expenditure is budgeted in account number 300-56110-900-250-925028.

**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:**

Authorize the City Manager, or his designee, to approve Symtech Live Fire Simulation Technology as the vendor to build a live fire tower training prop in the amount of \$1,063,062.65 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:**

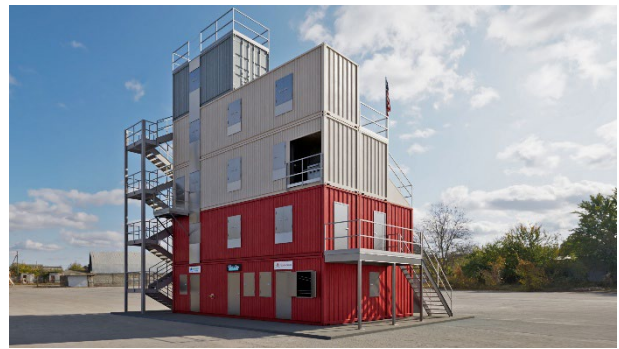
- Fire
- Engineering
- Purchasing
- Finance
- Legal

**ATTACHED SUPPORTING DOCUMENTS:**

- Proposal
- Contract
- Certificate of Interested Parties

Presentation

**MULTI-PURPOSE CONTAINER LIVE FIRE TRAINING TOWER**  
for Killeen Fire Department, TX



**Prepared for:**

**Killeen Fire Department  
201 S. 28<sup>th</sup> St.  
Killeen, TX 76541**

**Submitted by:**

**Symtech Fire LLC, P.O. Box 493, Berkeley Heights, NJ 07922**

**Proposal #ST4659-JH-22Mar2026**



March 22, 2026

Doug Foster, Deputy Chief of Training  
Killeen Fire Department  
201 S. 28<sup>th</sup> St.  
Killeen, TX 76541  
Via Email: [dfoster@killeentexas.gov](mailto:dfoster@killeentexas.gov)



City of Killeen Member Account #: 86944

**SUBJECT: Proposal for Findlay Container Tower ST - Modified Configuration**

Dear Deputy Chief Foster:

Please find Symtech's proposal for a Findlay Container Tower ST-PRO - Modified Configuration for City of Killeen Fire Department enclosed.

This configuration represents equipment within the scope of the awarded contract. Pricing is equal to or better than awarded contract pricing.

Symtech specializes in live fire simulation technologies utilizing environmentally friendly propane or natural gas. Our Live Fire Simulator Technology is fully compliant with the NFPA 1402 Standard on Facilities for Fire Training and Associated Props. In addition to our LPG-fueled live fire training systems, we offer a full complement of Class "A" training props including Flashover Trainers, Fire Behavior Labs, and Container Buildings. Our service team has the expertise to service both our installations, as well as competitive installations. We also provide annual NFPA 1402 inspections for Symtech or competitive equipment.

We look forward to fulfilling your fire training needs!

Sincerely,

Jonathan J. Hanson  
CEO / Managing Director

### **Who we are...**

Symtech specializes in live fire simulation technologies utilizing environmentally friendly propane. Our Live Fire Simulator Technology is fully compliant with the NFPA 1402 Standard on Facilities for Fire Training and Associated Props. In addition to our LPG-fueled structural live fire training systems, we offer a full complement of Outdoor & Industrial Fire Simulators, Hazmat Trainers, Flashover Trainers, and Fire Behavior Labs. Our service team has the expertise to service both our installations, as well as competitive installations. We also provide annual NFPA 1402 inspections for Symtech or competitive equipment.



### **Our commitment to excellence...**

#### **Safety...**



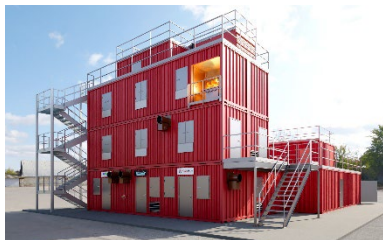
Symtech is committed to the safety of system operators and trainees alike. Our systems are fully compliant with NFPA 1402, which became a standard (*rather than a guide*) beginning in 2019. Unlike older systems, our offerings are designed from the ground up with this new Standard in mind. We utilize the highest quality components available including pilot and main burners systems, valves, and electronics.

#### **Realism...**

We are committed to delivering training realism with thermal output, flame sizes, flame variability, and smoke output that leads the fire training systems industry. Environmentally friendly propane and natural gas (*indoors only*) alleviate environmental concerns, while delivering consistent training fires at the push of a button.



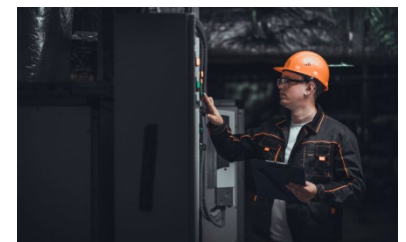
#### **Customization...**



Within the parameters of the NFPA 1402 Standard, Symtech provides our customers with the customization and flexibility options they desire. This is imperative to addressing unique challenges that vary from department to department and within SOP's domestically and abroad. We pride ourselves in delivering timely custom solutions on time and under budget.

#### **Service...**

Service is an essential component in what we do as a company. It is not a profit center, but rather, it is a vital element in achieving our mission of enabling AHJ's to deliver life-saving training when it's needed most. We not only stock vital system components to ensure their availability on short notice, but we also offer turnkey service and maintenance.





**ST4659-JH-22Mar2026**  
**Proposal for Findlay Container Tower ST - Modified Configuration**  
**for Killeen Fire Department, TX**

<b>Item</b>	<b>Description</b>	<b>Price</b>
1	<b>Findlay Container Tower ST-PRO - Modified Configuration</b> <i>This represents a modified configuration of the awarded Findlay Container Tower ST-PRO under Sourcewell Contract #102325-SYM.</i>	\$752,697.00
2	<b>Add Each Additional Modified 40-ft New/1-Way Container</b>	\$86,224.00
3	<b>Add Each Additional Modified 40-ft New/1-Way Container</b>	\$86,224.00
4	<b>Add Each Additional Modified 40-ft New/1-Way Container</b>	\$86,224.00
5	<b>Add Each Additional Modified 20-ft New/1-Way Container</b>	\$64,000.00
6	<b>Add Fire Behavior Package</b>	\$16,174.00
7	<b>Add 2-Story Standpipe / Sprinkler System</b>	\$7,400.00
9	<b>Add Garage Door Prop</b>	\$8,900.00
10	<b>Remove Lined Burn Room</b>	(\$24,631.00)
-	<b>SUB-TOTAL, ITEMS 1 - 10</b>	<b>\$1,083,212.00</b>
11	<b>One-Time Discount</b>	(\$20,149.35)
-	<b>Container Tower ST-PRO, TOTAL</b>	<b>\$1,063,062.65</b>

**Sourcewell Contract #102325-SYM**

**Terms & Conditions:**

Price valid through 31 December 2026.

Symtech can deliver in 16 to 22 months from award and layout drawing approval as specified. Add 14 Days for Off-Site Pre-Mock Inspection Visit is Desired.

Payment Terms: 30% on Order, 20% on Completion of Layout Drawings, 20% at 75% Completion, 20% on Shipment, 10% on Completion. Net 10 days.

1-Year Industry Standard Warranty. Unlimited Technical Phone Support for the Life of the Product.

This quotation is offered pursuant to Sourcewell Contract #102325-SYM. All pricing and equipment offered are within the scope of the awarded contract.

Subject to Symtech Standard Terms & Conditions, except where superseded by Sourcewell Contract #102325-SYM.

**Exclusions:**

Liquidated Damages

Foundation/Flat-Work/Footings

Soil Analysis, Geotechnical Reports, and Any Special Considerations for Local Unknown Conditions

PE Stamped/Sealed Structural or Foundation Drawings

Electrical Service

Customer travel cost for pre-delivery inspection (if desired)

Climate Control and Ventilation (unless otherwise specified)

Cost of Any Local Approvals, Certifications, or Constructions Licenses

Payment/performance bond, taxes, duties, permits, and any misc. fees, if applicable.

**Schedule Estimate:**

Activity	Duration	Notes
Design Drawings, Elevations, and 3D Models	20 weeks	
Container Fabrication	68 weeks	Includes all steel fab work
Mock Assembly Prior to Shipment	2 weeks	Completed off-site
On-Site Setup & Commissioning	3 weeks	
Handover/Acceptance	1 Day	
<b>Project Completion</b>	<b>93 Weeks, 1 Day</b>	



**FINAL CONFIGURATION SUMMARY:**

**Findlay Container Tower ST - Modified Configuration**

5-Story Premium Container Building Structure w/ Exterior Tower Stair & Apartment Balcony

- (9) Modified 40-ft ISO Std. Height 1-Way Containers
  - (3) Ground Level Containers
  - (3) Second Floor Containers
  - (2) Third Floor Containers
  - (1) Fourth Floor Container
- (1) Modified 20-ft ISO Std. Height 1-Way Containers
  - (1) Fifth Floor Container
- 3,040 Total Sq. Ft. of Interior Training Space w/ Open Floor Concepts in Several Areas
- Multi-Purpose Functionality
  - Open Floorplan Residential Section
  - Strip Mall with Restaurant, Salon, and Convenience Store
  - Apartment Building (Taxpayer – Apartments Above Storefront)
  - High Rise/Hotel Simulation
- Modular Bolt-Together Design w/ On-Site Welding as Required
- Marine Grade Paint (choice of color)
- Heavy Duty Steel Framing System (for all openings)
- Galvanized Bar Grating Roof Working Decks
- Steel Roof Railings, Painted Aluminized Finish
- (12) Exterior Training Doors (lockable) (Forcible Entry Door included in count)
- Interior Bulkhead Walls, Doors, and Open Floor Plan Concepts as Per Drawings
- (12) Training Windows (“Denver” and Basement Bailout Window included in county)
- Belay Anchor Point on each level above at least one window
- (4) Interior Staircases
- Exterior Staircase with Platform to Roof Decks 1 – 3. Ladder to Roof Deck 4.
- Apartment/Commercial Exterior Stair w/ Landing
- Rear Inset Balcony

Live Fire Training Features

- (2) Burn Rooms
- 2,300° Thermal Lining System
- Pallet Burn Crib and Pavers for Class “A” Burn Rooms
- Temperature Monitoring System for Class “A” Burn Rooms
- Fire Behavior Training Capability (1 Burn Room)
- Floor Drains and Scuppers for Drainage

Training Features:

- (1) Pitched Roof Ventilation Props w/ Chopouts and Varied Joist Hangers
- (1) Forcible Entry Door
- “Denver” Drill Window
- Basement Bailout Window
- Varied Angle Rebar Cutting Prop
- Full Height Standpipe System w/ FDC Connection (3 floors)
- Rappelling Station w/ 10,000 lb. Rappel Anchors
- Confined Space Roof Hatch (30”x30”)
- Rooftop Access Hatch at Top of Staircase
- (2) Wall Breach Props (2<sup>nd</sup> Floor Hallway and 3<sup>rd</sup> Floor)
- Swing-away Wall Partition (first floor, pinnable in 3 locations)
- Movable Wall Panels (maze area) on 1<sup>st</sup> and 3<sup>rd</sup> Floors
- Mock Entanglement Wires (3<sup>rd</sup> floor)
- Confined Space Tube
- Ceiling Breach Prop



- Double Doors for Garage/Outdoor Prop Storage
- PVC Confined Space Tube (1 Floor)

Logistics & Support

- Design Drawings Package
- Foundation Plan
- Pre-Assemble/Mock Building for Pre-Delivery Inspection (*if desired*)
- Delivery to Killeen, TX
- On-Site Setup/Assembly
- 1-Year Standard Warranty

**ORDER ACCEPTANCE AND NOTICE TO PROCEED**

---

Symtech's proposal #ST4659-JH-22Mar2026 is acceptable including terms and conditions and we hereby authorize Symtech to proceed. The total contract value is **\$1,063,062.65**.

Signature: \_\_\_\_\_  
Name (Printed): \_\_\_\_\_

Date: \_\_\_\_\_

## **Training Objectives**

Training Objectives: System training capabilities include, but are not limited to:

- Flashover recognition and tactics for suppression
- Direct and indirect fire attack
- Interior fire attack
- Exterior fire attack
- Extension fire control
- Search and rescue in low or limited visibility environments
- Tactics and strategies
- Fire suppression techniques
- Class A/B/C/K fire types
- Flow path management
- Hydraulic ventilation
- Overhaul
- Scene assessment
- Situational awareness
- Other items as specified in each proposal

## **Container Simulator Approach**

Symtech's Containerized Simulator ST and ST-PRO designs deliver unparalleled ruggedness and durability. Our interior layouts provide varied scenarios and attack angles and do not resemble typical container interiors. Training units are expandable over time and they are relocatable. All openings are fully reinforced with our heavy duty steel framing system and include flashing for a clean finish. Premium features such as grated roof working decks, steel burn room floors, and our 2,300° F thermal lining system ensure your investment stands the test of time.

Live fire and non-burn units are available. Fires can be fueled by Class "A," Propane, or Natural Gas. Our 70,000 cfm Smoke Generation System ensures maximum obscuration for search and rescue training. All training units are fully compliant with NFPA 1402 and OSHA guidelines. Standard and fully custom designs are available and an extensive options list is available upon request.

## **Expandable**

All of our designs are bolt-together making them both relocatable and expandable. This ensures ease of upgrades and additions should unforeseen future training needs arise.

## **Graphical Representations**

Our Graphical Representations enclosed are preliminary. With a kickoff meeting with the Owner we will fine-tune and finalize before moving into the layout drawings phase and then the detailed design phase.

**Graphical Representation**

Residential/Apartment Side



High Rise/Hotel Side



Strip/Mall Taxpayer Side



High Rise/Hotel Side



## Installation Responsibility Matrix

### *Containerized Fire Simulator ST/ST-PRO*

#### Equipment Installation Prerequisites

All general site work such as clearing, grading, and footings and/or contract pads must be complete prior to shipment and assembly of the training simulator on site. The actual start date of installation is contingent on the site being ready for installation of the live fire simulator facility. Symtech cannot install the facility in parallel with other trade labor activities.

#### Responsibility Matrix

Item	Equipment / Description	Symtech	GC or Owner
1	Container Building Design	X	
2	Container Building Fabrication	X	
3	On-site Rigging/Construction of the burn building/tower	X	
4	Thermal insulation / liner for burn rooms	X	
5	Foundation Design Plan	X	
6	Container Footings (pilings or piers) / Trenching / Concrete Pads (as required)		X
7	Soil Analysis/Seismic Study/Pile Sizing to Local Building Code compliance – Civil Engineering		X
8	PE Stamping of Foundation/Structural Drawings		X
9	Shipping of container building to site	X	
10	Offloading of fire simulator from delivery truck	X	
11	Provide operator and maintenance manual to the Owner	X	
12	Provide an operation and maintenance training course/TTT for up to twelve students designated by the owner.	X	
13	Warrant the system to be free from defects in material and workmanship for a period of one (1) year after installation.	X	
14	Obtain any required permits and inspections (treated as non-occupied structure)		X

## **Warranty**

All products sold typically include an industry standard limited one-year warranty. Extended warranties are available. Below is Symtech's standard warranty description.

### **1-YEAR STANDARD WARRANTY**

The essential purpose of any sale or contract for sale of any of the products listed in the SYMTECH catalog, price list, bid, or proposal is the furnishing of that product. It is expressly understood that in furnishing said product, SYMTECH does not agree to insure the Purchaser against any losses the Purchaser may incur, even if resulting from the malfunction of said product.

SYMTECH warrants that the equipment herein shall conform to said descriptions as to all affirmation of fact and shall be free from defects of manufacture, labeling and packaging for a period of one (1) year from the delivery date to the original purchaser, provided that product photos, detailed information, maintenance record, and the physical training unit(s) is made available to SYMTECH for inspection. Upon a determination by SYMTECH that a product is not as warranted, SYMTECH shall, at its exclusive option, replace or repair said defective product or parts thereof at its own expense except that Purchaser shall pay all shipping, insurance and similar charges incurred in connection with the replacement of the defective product or parts thereof. Wherever possible, Symtech incorporates thermal insulation, heat shields, and/or expansion joints in its live fire training products. Some planned deformation is expected over time and is explicitly excluded from this Warranty. This Warranty is void in the case of abuse, misuse, abnormal usage, faulty installation or repair by unauthorized persons, or if for any other reason SYMTECH determines that said product is not operating properly as a result of causes other than defective manufacture, labeling or packaging.

*The Aforesaid Warranty Is Expressly Made In Lieu Of Any Other Warranties, Expressed Or Implied, It Being Understood That All Such Other Warranties, Expressed Or Implied, Including The Warranties Of Merchantability And Fitness For Particular Purpose Are Hereby Expressly Excluded. In No Event Shall Symtech Be Liable To Purchaser For Any Direct, Collateral, Incidental Or Consequential Damages In Connection With Purchaser's Use Of Any Of The Products Listed Herein, Or For Any Other Cause Whatsoever Relating To The Said Products. Neither Symtech Nor Its Representatives Shall Be Liable To The Purchaser Or Anyone Else For Any Liability, Claim, Loss, Damage Or Expense Of Any Kind, Or Direct Collateral, Incidental Or Consequential Damages Relative To Or Arising From Or Caused Directly Or Indirectly By Said Products Or The Use Thereof Or Any Deficiency, Defect Or Inadequacy Of The Said Products. It Is Expressly Agreed That Purchaser's Exclusive Remedy For Any Cause Of Action Relating To The Purchase And/or Use Of Any Of The Products Listed Herein From Symtech Shall Be For Damages, And Symtech's Liability For Any And All Losses Or Damages Resulting From Any Cause Whatsoever, Including Negligence, Or Other Fault, Shall In No Event Exceed The Purchase Price Of The Product In Respect To Which The Claim Is Made, Or At The Election Of Symtech, The Restoration Or Replacement Or Repair Of Such Product.*



**Sourcewell Award Reference:**

*Master Agreement (full copy available upon request):*

102325-SYM



**MASTER AGREEMENT #102325**

**CATEGORY: Public Safety Training and Simulation Equipment and Technology**

**SUPPLIER: Symtech Fire, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Symtech Fire, LLC, 11533 Slater Ave., Unit A, Fountain Valley, CA 92708 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

*Sourcewell Contacts:*

***Darren Larson, Supplier Development Executive***

*Phone: 218-308-9456*

*Email: [darren.larson@sourcewell-mn.gov](mailto:darren.larson@sourcewell-mn.gov)*

***Krista Lubitz, Supplier Development Specialist***

*Phone: 218-541-5506*

*Email: [krista.lubitz@sourcewell-mn.gov](mailto:krista.lubitz@sourcewell-mn.gov)*

*Symtech Fire Sourcewell Website:*

[\*Symtech Fire: Contract 102325-SYM | Sourcewell\*](#)

# Symtech Fire

Live fire training facilities and simulators

#102325-SYM

Maturity Date: 2/13/2030

Website: [symtechfire.com/how-to-buy/](https://symtechfire.com/how-to-buy/) 

Products & Services

Buy Sourcewell

Documents

Contact Information

## Products & Services

Sourcewell contract 102325-SYM gives access to the following types of goods and services:

- Fire training towers/burn buildings
- Drill towers
- Thermal lining systems
- Flashover/fire behavior simulators
- Interior/structural gas fired props
- Outdoor/industrial gas fired props
- Firefighter skills training units
- Mobile fire simulators
- NFPA 1402 inspections
- NFPA 1403 training programs
- Fire training facility design
- Fire training prop service/maintenance

# 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**

Certificate Number:  
2026-1435574

Date Filed:  
03/19/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Symtech Fire LLC  
Berkeley Heights, NJ United States

**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.**  
ST1262  
Outdoor Gas and Class "A" Training Props

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Symtech Fire LLC	Berkeley Heights, NJ United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Jonathan Hanson, and my date of birth is 01/23/1984.

My address is 45 Elm St., New Providence, NJ, 07974, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Union County, State of NJ, on the 26th day of March, 2026.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)



# FIRE DEPARTMENT LIVE FIRE TRAINING TOWER

RS-26-057

April 21, 2026

# Fire Department Live Fire Training Tower

2

- Part of the original Station 4/EOC/Training Center plan was to include a Live Fire Training Tower.
- Removed from the original build to be included later.
- Expenditure approved in the FY26 budget.
  - ▣ \$1,102,000 total CIP funding budgeted

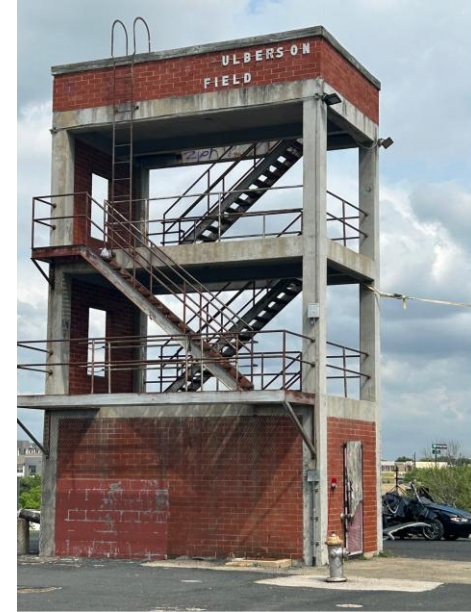
# Background

3

- Live fire training conducted in 3 shipping containers welded together by firefighters more than 20 years ago.
- Current “tower” at Conder Park is about 35 feet and more than 40 years old.
  - ▣ Unable to hold live fire training
  - ▣ Have had to clean waste and garbage from squatters.
  - ▣ Does not have elevated anchor points
  - ▣ Currently using water towers for high angle rescue training
    - Off site, less control over safety, moving equipment, setup
    - Same for confined space

# Current Fire Training Facilities

4



# Required Features of New Facility

5

- ❑ 30-year service life (minimum)
- ❑ NFPA Compliant
- ❑ 45 foot height tower
- ❑ Weather-resistant metal
- ❑ Concrete foundation & piers
- ❑ Shuttered windows
- ❑ Prop storage/garage
- ❑ 2 burn rooms (minimum)
- ❑ Interior/exterior stairs
- ❑ Rappelling anchor
- ❑ Sprinkler & riser system
- ❑ Confined space rescue
- ❑ Movable wall system maze
- ❑ Slip resistant roof with vent cutouts
- ❑ Furniture fuel racks
- ❑ Accommodate TCFP certification testing

# Alternatives Considered – Fire Facilities

6

- ❑ Fire Facilities
- ❑ **\$1,266,000** (before co-op discount) “Turn-key”.
  - ❑ Includes building prefab
  - ❑ Includes cost of on-site assembly
  - ❑ Includes foundation



# Alternatives Considered – WHP Training Towers

7

- ❑ WHP Training Towers
- ❑ \$1,023,362 “Estimate” as of November 25
  - ▣ Does not include foundation/concrete (estimate \$197,422)
- ❑ Total - **\$1,220,784**



# Alternatives Considered - Symtech

8

- \$1,063,062.65 (with co-op discount)
  - ▣ Includes building prefab
  - ▣ Includes cost of on-site assembly
  - ▣ Does not include foundation/concrete
    - costs estimated to be \$39,376
- Total - **\$1,102,438.65**



# Estimated Construction Costs

9

Fire Facilities	WHP	Symtech
\$1,266,000	\$1,023,362	\$1,063,062.65
concrete included	\$197,422 concrete	\$39,376 concrete
<b>\$1,266,000</b>	<b>\$1,220,784</b>	<b>\$1,102,438.65</b>

***The decision to recommend Symtech is not based solely on the lowest quoted amount. This vendor was able to provide the expected quality and ALL of the required features that were identified by the Fire Department Training Division build team.***

# Fiscal Impact

10

- Fire Training Tower \$1,083,212.00
  - ▣ Co-op discount \$20,149.35
  - ▣ **Total \$1,063,062.65**
  
- Future Additional Costs:
  - ▣ Concrete - Estimated \$39,376
- 3<sup>rd</sup> party engineer – Owner Representative
  - ▣ Budgeted item through the Engineering Department
  - ▣ Approximately \$30,000

# Recommendation

Staff recommends authorizing the City Manager, or his designee, to execute the contract with Symtech Live Fire Simulation Technology (Sourcewell Contract #102325-SYM) in the amount of \$1,063,062.65 and execute the purchase of the Live Fire Training Tower and that the City Manager or his designee is expressly authorized to execute any and all change orders within the amounts set by state and local law.



# City of Killeen

## Staff Report

File Number: RS-26-058

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Consider a memorandum/resolution authorizing the execution of a 10-year agreement between the City of Killeen and SEGRA, LLC to provide 2 strands of dark fiber to connect 15 City facilities to the City's network, in the amount of \$1,499,000.00.

**DATE:** April 21, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Willie Resto, Executive Director of Information Technology

**SUBJECT:** Segra 10-Year Fiber Agreement

### **BACKGROUND AND FINDINGS:**

The City currently operates 15 facilities that are connected through a combination of Metro Ethernet and point-to-point network solutions which are aged and need replacement. While these services provide connectivity, the existing structure is fragmented and does not offer a unified fiber infrastructure connecting all facilities directly to the City's network core.

Segra was asked to evaluate and scope the feasibility of connecting all City facilities via a dedicated fiber network and integrating them directly into the City's primary network environment. This approach would create a more reliable, scalable, and secure infrastructure while improving overall network performance and redundancy.

Segra is a regional fiber infrastructure provider specializing in high-capacity fiber networks, dedicated internet access, and customized enterprise connectivity solutions. With extensive fiber assets and experience supporting municipal and government clients, Segra has the capability to design, deploy, and manage a comprehensive fiber solution tailored to the City's operational needs. Their existing footprint and technical expertise position them to efficiently implement a unified fiber network connecting all 15 facilities.

Currently, the City's annual connectivity expenses are as follows:

- Segra Internet (Gray Fiber): **\$16,530 annually**
- Fire Station 4: **\$16,686 annually**
- Metro Ethernet services: **\$68,067 annually**
- Animal Shelter: **\$1,448 annually**

Segra proposed 10-year agreement cost - **\$1,499,000**

- One-Time Construction Cost - **\$350,000**
- Annual Payment - **\$114,900**

Based on Segra’s existing infrastructure, proven service capabilities, and familiarity with the City’s network environment, Segra is uniquely positioned to provide a comprehensive fiber connectivity solution for all City facilities.

**THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

Yes, this conforms to city policy.

**FINANCIAL IMPACT:**

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

The construction cost, coming from CIP funds total \$350,000. Each year, services will cost \$114,900 for a total of \$1,499,000 over the lifetime of the 10-year contract.

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

This is a reoccurring cost.

**Is this revenue/expenditure budgeted?**

Yes. Construction funds are available in the Water and Sewer CIP Account 350-56310-900-180-924014 and the Governmental CIP Account 300-56415-900-180-926006. Recurring expenses are available in the Information Technology Internet Service Account 627-54190-180-181-000000.

**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:**

Staff recommends that the City Council authorize the City Manager, or designee to execute a 10-year agreement between the City of Killeen and SEGRA, LLC in the amount of \$1,499,000, using

the TIPS contract 220105 and that the City Manager, or designee be expressly authorized to execute any and all change orders or supplemental agreements within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Legal  
Finance  
Purchasing

**ATTACHED SUPPORTING DOCUMENTS:**

TIPS Contract  
Contract Verification  
Certificate of Interested Parties  
Presentation



## **AWARDED CONTRACTS "View EDGAR Doc" on Website**

<b>Contract</b>	<b>Comodity</b>	<b>Exp Date</b>	<b>EDGAR</b>
220105	Technology Solutions Products and Services	05/31/2027	See EDGAR Certification Doc.

## **CONTACTS BY CONTRACTS**

### **220105**

Amy Jordan	Reg. Gov. AE	(469) 476-6183	amy.jordan@segrafiber.com
Cliff McDow	VP Enterprise South	(402) 326-6227	cliff.mcdow@segrafiber.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.

Matthew Wiltanger  
Matthew Wiltanger (Feb 27, 2026 10:48:15 CST)  
Signature

Unite Private Networks, LLC d/b/a Segra  
Company Name

Matthew Wiltanger  
Printed Name

General Counsel  
Title

February 27, 2026  
Date







# FORM Contract Verification

Final Audit Report

2026-02-27

Created:	2026-02-27
By:	Suncica Veruovic (Suncica.Veruovic@segrafiber.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfSvZkPVHSHWGV5T6xk5g1hEwoUwh9lxm

## "FORM Contract Verification" History

-  Document created by Suncica Veruovic (Suncica.Veruovic@segrafiber.com)  
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-  Document emailed to matt.wiltanger@segrafiber.com for signature  
2026-02-27 - 4:37:45 PM GMT
-  Email viewed by matt.wiltanger@segrafiber.com  
2026-02-27 - 4:48:01 PM GMT
-  Signer matt.wiltanger@segrafiber.com entered name at signing as Matthew Wiltanger  
2026-02-27 - 4:48:13 PM GMT
-  Document e-signed by Matthew Wiltanger (matt.wiltanger@segrafiber.com)  
Signature Date: 2026-02-27 - 4:48:15 PM GMT - Time Source: server
-  Agreement completed.  
2026-02-27 - 4:48:15 PM GMT

# 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**

Certificate Number:  
 2026-1426680

Date Filed:  
 02/27/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Unite Private Networks, LLC d/b/a Segra  
 Kansas City, MO United States

**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.**  
 # S0025222  
 Dark Fiber Services Contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cox Communications, Inc.	Atlanta, GA United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Matthew Wiltanger, and my date of birth is December 5, 1970.

My address is 120 W 12th Street, Floor 11, Kansas City, MO, 64105, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jackson County, State of Missouri, on the 27 day of February, 2026.  
(month) (year)

Matthew Wiltanger  
Matthew Wiltanger / Feb 27, 2026 10:41:18 CST  
 Signature of authorized agent of contracting business entity  
 (Declarant)







# Form 1295 Certificate 101498751

Final Audit Report

2026-02-27

Created:	2026-02-27
By:	Suncica Veruovic (Suncica.Veruovic@segrafiber.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzgUBzYm2L47DDQebkJSyUIzUNXac5CfN

## "Form 1295 Certificate 101498751" History

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2026-02-27 - 4:31:47 PM GMT
-  Email viewed by matt.wiltanger@segrafiber.com  
2026-02-27 - 4:40:32 PM GMT
-  Signer matt.wiltanger@segrafiber.com entered name at signing as Matthew Wiltanger  
2026-02-27 - 4:41:17 PM GMT
-  Document e-signed by Matthew Wiltanger (matt.wiltanger@segrafiber.com)  
Signature Date: 2026-02-27 - 4:41:19 PM GMT - Time Source: server
-  Agreement completed.  
2026-02-27 - 4:41:19 PM GMT



# SEGRA 10-YEAR FIBER AGREEMENT

RS-26-058

April 21, 2026

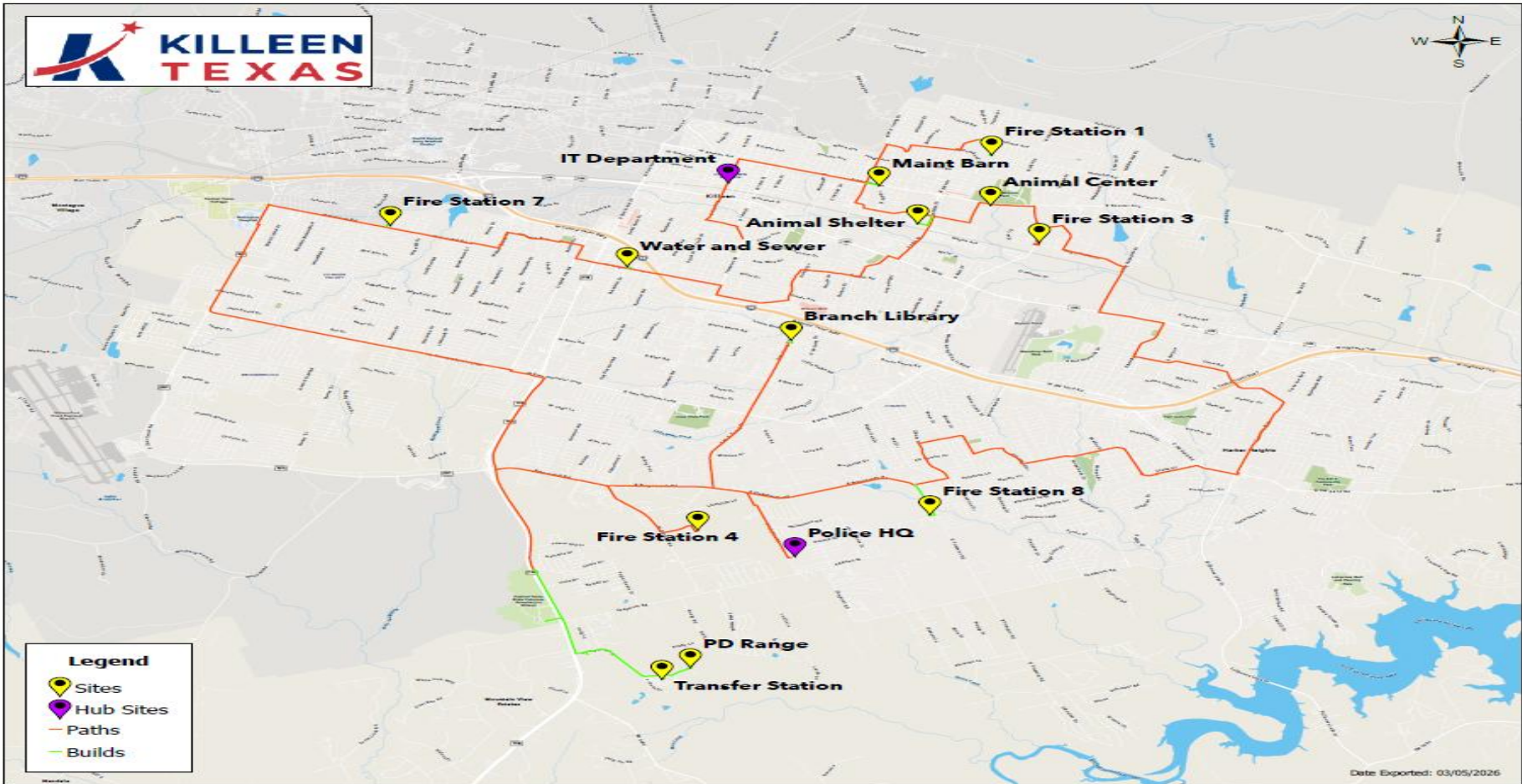
# Background

- The City currently operates 15 facilities that are connected through a combination of Metro Ethernet and point-to-point network solutions which are aged and need replacement
- While these services provide connectivity, the existing structure is fragmented and does not offer a unified fiber infrastructure connecting all facilities directly to the City's network core

# Background continued

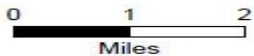
- Segra is a regional fiber infrastructure provider specializing in high-capacity fiber networks, dedicated internet access, and customized enterprise connectivity solutions
- Based on Segra's existing footprint and technical expertise this positions them to efficiently implement a unified fiber network connecting all 15 city facilities directly into the city's primary network environment

# Segra Fiber & City of Killeen



**Legend**

- Sites
- Hub Sites
- Paths
- Builds



Date Exported: 03/05/2026



# Background continued

- Currently, the city's annual connectivity expenses are as follows:

City-Wide Internet 5G (Segra)	\$16,530
Fire Station 4 (Dark Fiber)	\$16,686
Metro E (5 facilities)	\$68,068
Rancier Animal Care (Internet)	\$ 1,448
<b>Total Annually</b>	<b>\$102,732</b>

Segra proposed 10-year contract cost - \$1,499,000

One-time Construction Cost	\$350,000
Annual Fiber Cost	\$114,900

# Recommendation

- Staff recommends that the City Manager or his designee be authorized to execute a 10-year agreement between the City of Killeen and SEGRA, LLC in the amount of \$1,499,000, using TIPS contract 220105 with a one time construction cost of \$350,000 and that the City Manager, or designee be expressly authorized to execute any and all change orders or supplemental agreements within the amounts set by state and local law.



# City of Killeen

## Staff Report

File Number: RS-26-059

---

Consider a memorandum/resolution authorizing the purchase of network equipment from GTS Technology Solutions, in the amount of \$478,233.00.

**DATE:** April 21, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Willie Resto, Executive Director of Information Technology

**SUBJECT:** Network Infrastructure Replacement

### **BACKGROUND AND FINDINGS:**

The city currently operates approximately 146 Cisco network switches and 131 wireless access points across multiple facilities. A significant portion of this equipment has reached or is approaching End of Sale (EOS) and End of Support (EOL) status. As vendor support expires, the city faces increased operational and cybersecurity risks due to limited access to firmware updates, security patches, replacement parts, and manufacturer technical assistance.

Unsupported network infrastructure restricts the City's ability to maintain a strong cybersecurity posture and remain compliant with regulatory requirements, including Criminal Justice Information Services (CJIS) Security Policy standards. CJIS compliance requires secure network segmentation, encryption, monitoring, logging, and timely vulnerability remediation-capabilities that depend on actively supported hardware and software.

To address these risks, the city worked with Traversa and GTS engineering teams to conduct a comprehensive evaluation and develop a structured replacement strategy. The evaluation included review of leading enterprise networking platforms, including Aruba (HPE), Juniper Networks, and Extreme Networks. The assessment considered security capabilities, centralized management features, disaster recovery integration, lifecycle support, licensing models, and total cost of ownership.

The city also participated in technical discussions with peer municipalities that have transitioned to Aruba infrastructure. Feedback reflected strong vendor support, improved cost predictability, simplified management, and long-term reliability.

Based on technical evaluation, cost analysis, and support sustainability, Aruba was identified as a solution that aligns with the City's operational, security, and compliance requirements. This project also includes completion of the City's Disaster Recovery (DR) site infrastructure, including updated switching equipment and configured failover capabilities to ensure business continuity and minimize service disruption.

Modernizing the City's network infrastructure will:

- Maintain manufacturer-supported hardware and software
- Ensure access to ongoing security patches and updates
- Strengthen cybersecurity and CJIS compliance
- Improve network reliability and performance
- Enhance disaster recovery capabilities
- Provide a standardized and scalable platform for future growth

This replacement initiative represents a necessary investment in secure, resilient, and sustainable network infrastructure to support City operations and public safety services.

**THE ALTERNATIVES CONSIDERED:**

Click or tap here to enter text.

**Which alternative is recommended? Why?**

Click or tap here to enter text.

**CONFORMITY TO CITY POLICY:**

The Information Technology Department is seeking approval to purchase computer hardware from GTS Technology Solutions through TIPS purchasing contract 230105. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in the Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.

**FINANCIAL IMPACT:**

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

The cost for FY 2026 is \$478,233.00.

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

One-time.

**Is this revenue/expenditure budgeted?**

Yes. Funding is available in the Information Technology CIP account 300-56305-900-180-926005 and the Capital Computer Hardware Account 627-56305-180-181-000000.

**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 recommends that City Council approve the procurement of networking hardware from GTS Technology Solutions using the TIPS contract 230105 in the amount of \$478,233.00 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

**DEPARTMENTAL CLEARANCES:**

Legal  
Purchasing  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Quote  
TIPS Contract  
Contract Verification  
Certificate of Interested Parties  
Presentation



**TECHNOLOGY SOLUTIONS**

GTS Technology Solutions, Inc.  
9211 Waterford Centre Blvd Suite 275  
Austin, Texas 78758  
Phone: 512.452.0651

**QUOTE**

Quote Number: **Q-24686**  
Quoted Date: 03/24/2026  
Expiration Date: 04/24/2026  
Account Exec: Ashley Ambroso  
Inside Sales Rep: Nicole Gottlich  
nicole.gottlich@gts-ts.com  
(512) 681-6226  
NET 30  
Terms:

**QUOTE FOR:**

City of Killeen

Airport							
LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	JL702C#B2B	Aruba CX 8360 v2 Switch Series - CPU: 1.8 GHz 4-core 64-bit - RAM: 16 GB - Flash/Storage: 32 GB - Packet Buffer: 32 MB - 16 ports of 1GbE/10GbE/25GbE (SFP/SFP+/SFP28) 2 ports of 40GbE/100GbE (QSFP+/QSFP28) (optional 1GBASE-T SFP and 10GBASE-T SFP+ transceivers)		Tips 230105	2	\$ 9,628.27	\$ 19,256.54
2	H65H9E	Aruba 3Y FC NBD Exch 8360 12/16/24p SVC		Tips 230105	2	\$ 4,554.32	\$ 9,108.64
3	J9583B	HPE Aruba Networking X414 1U Universal 4post Rack Mount Kit		Tips 230105	2	\$ 93.45	\$ 186.90
4	R0Z25A	Direct Attach Cable - Male Left Gender - Male Right Gender - QSFP28 Right Connector - QSFP28 Left Connector - 1M Length		Tips 230105	2	\$ 177.08	\$ 354.16
5	J9281D	HPE J9281D - Direct Attach		Tips 230105	1	\$ 48.81	\$ 48.81

6	JL659A	<p>Cable - SFP+ Right Connector - SFP+ Left Connector - 1M Length - For use with selected HPE Aruba Networking switches - Limited Lifetime Warranty</p> <p>Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72</p> <p>1.8GHz - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - (48)</p> <p>SmartRate 100M/1G/2.5G/5G BASE-T Class 6 PoE ports supporting up to 60W per port, (4) 1/10/25/50G SFP ports - 1Gbps: 4.24Sec</p>	4	\$ 6,100.30	\$ 24,401.20
7	JL086A#B2B	<p>Aruba X372 54VDC 680W PS with JmpCbl-NA/JP/TW</p> <p>HPE Aruba Networking 25G SFP28 to SFP28 0.65m Direct Attach Cable - Male Left Gender - Male Right Gender - SFP28 Right Connector - SFP28 Left Connector - 0.65M Length</p>	6	\$ 304.17	\$ 1,825.02
8	JL487A	<p>HPE Aruba Networking 25G SFP28 to SFP28 0.65m Direct Attach Cable - Male Left Gender - Male Right Gender - SFP28 Right Connector - SFP28 Left Gender - Male Right Gender - SFP28 Right Connector - SFP28 Left Connector - 3M Length - Black</p>	10	\$ 94.64	\$ 946.40
9	JL488A	<p>HPE Direct Attach Cable - Male Left Gender - Male Right Gender - SFP28 Right Connector - SFP28 Left Connector - 3M Length - Black</p>	1	\$ 133.93	\$ 133.93
10	JL660A	<p>Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72</p> <p>1.8GHz - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - (24)</p> <p>SmartRate 100M/1G/2.5G/5G BASE-T Class 6 PoE ports</p>	2	\$ 5,312.80	\$ 10,625.60

Quote Number: Q-24686

11	JL669B	supporting up to 60W per port, (4) 1/10/25/50G SFP ports - 1Gbps: 4.24SecC HPE Aruba Networking X751 Front to Back Fan Tray - for use in select HPE Aruba Networking products - Weight: 208.7 gm (0.5 lb)	2	\$ 209.82	\$ 419.64
			Tips 230105		

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
12	JL624A#B2B	Aruba CX 8325 Switch Series - CPU 2.2GHz Memory, Drive and Flash 16GB RAM, 64GB SSD, 8GB Flash Packet Buffer 32MB - (48) 25G SFP28 ports and (8) 100G QSFP28 ports - 100- 240VAC - Max: 550W - 5-year Warranty - JmpCbl-NA/JP/TW Aruba 3 Year Foundation Care Next Business Day Exchange 8325-48 Switch Service - Foundation Care - Hardware Exchange - 3 Year(s) - Next Business Day Hardware Response - Service level (coverage): 8 x 5 - In Warranty		Tips 230105	2	\$ 14,993.15	\$ 29,986.30
13	HC7G6E	JL483C - HPE Aruba Networking X474 4-post Rack Kit - Weight: 1.1 kg (2.4 lb) - Dimensions 5.6 x 19.8 x 57.9 cm (2.2 x 7.8 x 22.8 in )		Tips 230105	2	\$ 6,852.98	\$ 13,705.96
14	JL483C	Direct Attach Cable - Male Left Gender - Male Right Gender -		Tips 230105	2	\$ 93.45	\$ 186.90
15	R0Z25A	Direct Attach Cable - Male Left Gender - Male Right Gender -		Tips 230105	6	\$ 177.08	\$ 1,062.48

16	J9281D	<p>QSFP28 Right Connector - QSFP28 Left Connector - 1M Length</p> <p>HPE J9281D - Direct Attach Cable - SFP+ Right Connector - SFP+ Left Connector - 1M Length - For use with selected HPE Aruba Networking switches - Limited Lifetime Warranty</p> <p>Aruba CX 8360 v2 Switch Series - CPU: 1.8 GHz 4-core 64-bit - RAM: 16 GB - Flash/Storage: 32 GB - Packet Buffer: 32 MB - 44 ports of 1GbE/10GbE/25GbE (SFP/SFP+/SFP28) 4 ports of 10GbE/25GbE (SFP+/SFP28) with MACsec 4 ports of 40GbE/100GbE (QSFP+/QSFP28)</p>	3	\$ 48.81	\$ 146.43
17	JL704C#B2B	<p>HPE Aruba Networking 3 Year Foundational Care Next Business Day Exchange 8360 Switch Service - Foundation Care - Hardware Exchange - 3 Year(s) - Next Business Day Hardware Response - Service level (coverage): 8 x 5 - In Warranty</p>	2	\$ 14,993.15	\$ 29,986.30
18	HU7U0E	<p>HPE Aruba Networking X414 1U Universal 4post Rack Mount Kit</p> <p>Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72</p> <p>1.8GHz - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - (48)</p>	2	\$ 7,385.62	\$ 14,771.24
19	J9583B	<p>HPE Aruba Networking X414 1U Universal 4post Rack Mount Kit</p>	2	\$ 93.45	\$ 186.90
20	JL659A	<p>Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72</p> <p>1.8GHz - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - (48)</p>	10	\$ 6,100.30	\$ 61,003.00

Quote Number: Q-24686

21	JL086A#B2B	SmartRate 100M/1G/2.5G/5G BASE-T Class 6 PoE ports supporting up to 60W per port, (4) 1/10/25/50G SFP ports - 1Gbps: 4.24SecC Aruba X372 54VDC 680W PS with JmpCbl-NA/JP/TW	20	\$ 304.17	\$ 6,083.40
22	JL487A	HPE Aruba Networking 25G SFP28 to SFP28 0.65m Direct Attach Cable - Male Left Gender - Male Right Gender - SFP28 Right Connector - SFP28 Left Connector - 0.65M Length	9	\$ 94.64	\$ 851.76
23	JL488A	HPE Direct Attach Cable - Male Left Gender - Male Right Gender - SFP28 Right Connector - SFP28 Left Connector - 3M Length - Black	1	\$ 133.93	\$ 133.93

PDHQ	LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
	24	JL624A#B2B	Aruba CX 8325 Switch Series - CPU 2.2GHz Memory, Drive and Flash 16GB RAM, 64GB SSD, 8GB Flash Packet Buffer 32MB - (48) 25G SFP28 ports and (8) 100G QSFP28 ports - 100- 240VAC - Max: 550W - 5-year Warranty - JmpCbl-NA/JP/TW		Tips 230105	2	\$ 14,993.15	\$ 29,986.30
	25	HC7G6E	Aruba 3 Year Foundation Care Next Business Day Exchange 8325-48 Switch Service - Foundation Care - Hardware Exchange - 3 Year(s) - Next		Tips 230105	2	\$ 6,852.98	\$ 13,705.96

26	JL483C	Business Day Hardware Response - Service level (coverage): 8 x 5 - In Warranty JL483C - HPE Aruba Networking X474 4-post Rack Kit - Weight: 1.1 kg (2.4 lb) - Dimensions 5.6 x 19.8 x 57.9 cm (2.2 x 7.8 x 22.8 in )	2	\$ 93.45	\$ 186.90
27	J9281D	HPE J9281D - Direct Attach Cable - SFP+ Right Connector - SFP+ Left Connector - 1M Length - For use with selected HPE Aruba Networking switches - Limited Lifetime Warranty	2	\$ 48.81	\$ 97.62
28	R0Z25A	Direct Attach Cable - Male Left Gender - Male Right Gender - QSFP28 Right Connector - QSFP28 Left Connector - 1M Length	4	\$ 177.08	\$ 708.32
29	JL704C#B2B	Aruba CX 8360 v2 Switch Series - CPU: 1.8 GHz 4-core 64-bit - RAM: 16 GB - Flash/Storage: 32 GB - Packet Buffer: 32 MB - 44 ports of 1GbE/10GbE/25GbE (SFP/SFP+/SFP28) 4 ports of 10GbE/25GbE (SFP+/SFP28) with MACsec 4 ports of 40GbE/100GbE (QSFP+/QSFP28)	2	\$ 14,993.15	\$ 29,986.30
30	HU7U0E	HPE Aruba Networking 3 Year Foundational Care Next Business Day Exchange 8360 Switch Service - Foundation Care - Hardware Exchange - 3 Year(s) - Next Business Day	2	\$ 7,385.62	\$ 14,771.24



TECHNOLOGY SOLUTIONS

QUOTE

Quote Number: Q-24686

31	J9583B	Hardware Response - Service level (coverage): 8 x 5 - In Warranty	2	\$ 93.45	\$ 186.90
32	JL659A	HPE Aruba Networking X414 1U Universal 4post Rack Mount Kit Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHz - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - (48) SmartRate 100M/1G/2.5G/5G BASE-T Class 6 PoE ports supporting up to 60W per port, (4) 1/10/25/50G SFP ports - 1Gbps: 4.24Sec	24	\$ 6,100.30	\$ 146,407.20
33	JL086A#B2B	Aruba X372 54VDC 680W PS with JmpCbl-NA/JP/TW	48	\$ 304.17	\$ 14,600.16
34	JL487A	HPE Aruba Networking 25G SFP28 to SFP28 0.65m Direct Attach Cable - Male Left Gender - Male Right Gender - SFP28 Right Connector - SFP28 Left Connector - 0.65M Length	16	\$ 94.64	\$ 1,514.24
35	JL488A	HPE Direct Attach Cable - Male Left Gender - Male Right Gender - SFP28 Right Connector - SFP28 Left Connector - 3M Length - Black	5	\$ 133.93	\$ 669.65

<b>Sales Total:</b>	<b>\$ 478,232.23</b>
<b>Freight &amp; Misc:</b>	<b>\$ 0.00</b>
<b>Tax Total:</b>	<b>\$ 0.00</b>
<b>Total (USD):</b>	<b>\$ 478,232.23</b>

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly.

**\*\*This quote does not include the applicable sales tax for our commercial customers\*\***

Quote Number:

Q-24686

# The Interlocal Purchasing System

Purchasing Made Personal



Printed 2 April 2025

[www.gts-ts.com/](http://www.gts-ts.com/)



## GTS Technology Solutions Inc

**EMAIL PO & VENDOR QUOTE TO: [TIPSPO@TIPS-USA.COM](mailto:TIPSPO@TIPS-USA.COM)  
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER**

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	9211 Waterford Centre Blvd,	NAME Charlie Martin
CITY	Austin	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	78758	EMAIL <a href="mailto:tips@tips-usa.com">tips@tips-usa.com</a>

**DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y**

**HUB: Y**

### SERVING STATES

AR | GA | IN | KS | KT | LA | MO | NC | OK | SC | TN | FL | CA | OH | VA | TX

### Overview

*GTS is an end to end technology solutions provider. We are a technology reseller, professional services provider, and IT Staffing company. We offer over 400 manufacturers and pride ourselves in our customer relationships.*

## **AWARDED CONTRACTS "View EDGAR Doc" on Website**

<b>Contract</b>	<b>Comodity</b>	<b>Exp Date</b>	<b>EDGAR</b>
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.
230703	Staffing Services	09/30/2026	See EDGAR Certification Doc.

## **CONTACTS BY CONTRACTS**

### **230105**

Dana Rezka	Contracts	(512) 681-6210	dana.rezka@gts-ts.com
Justin Easton	Director of Inside	(512) 681-6210	justin.easton@gts-ts.com

### **230703**

Jenny Kertsos	Account Executive	(540) 847-2996	jenny.kertsos@gts-ts.com
Nathan Tart	Vice President of	(512) 750-2191	gtssales@gts-ts.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.

*Eilene Melvin*

\_\_\_\_\_  
Signature

Eilene Melvin

\_\_\_\_\_  
Printed Name

03/24/2026

\_\_\_\_\_  
Date

GTS Technology Solutions

\_\_\_\_\_  
Company Name

Inside Sales Manager

\_\_\_\_\_  
Title

# FORM Contract Verification

Final Audit Report

2026-03-24

Created:	2026-03-24
By:	Nicole Gottlich (nicole.gottlich@gts-ts.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATKv83Osl6TselIkUQEXBthMfc7G55NtL

## "FORM Contract Verification" History

-  Document created by Nicole Gottlich (nicole.gottlich@gts-ts.com)  
2026-03-24 - 5:49:40 PM GMT
-  Document emailed to Eilene Melvin (eilene.melvin@gts-ts.com) for signature  
2026-03-24 - 5:49:44 PM GMT
-  Email viewed by Eilene Melvin (eilene.melvin@gts-ts.com)  
2026-03-24 - 5:50:59 PM GMT
-  Document e-signed by Eilene Melvin (eilene.melvin@gts-ts.com)  
Signature Date: 2026-03-24 - 5:52:07 PM GMT - Time Source: server
-  Agreement completed.  
2026-03-24 - 5:52:07 PM GMT

# 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**

Certificate Number:  
2026-1437421

Date Filed:  
03/24/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
GTS Technology Solutions  
Austin, TX United States

**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.**  
TIPS 230105  
Network Project - Core Switch Refresh - HPE Aruba

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 Eilene Melvin, and my date of birth is 08/27/1997.

My address is 9211 Waterford Centre Blvd #275, Austin, TX, 78758, USA  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 24th day of March, 2026.  
(month) (year)

*Eilene Melvin*

Signature of authorized agent of contracting business entity  
(Declarant)




# Network Project - Core Switch Refresh - Form 1295 Certificate 101510733

Final Audit Report

2026-03-24

Created:	2026-03-24
By:	Nicole Gottlich (nicole.gottlich@gts-ts.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADRE0YP-506__snuxkCDykpUeMLbsozsm

## "Network Project - Core Switch Refresh - Form 1295 Certificate 101510733" History

-  Document created by Nicole Gottlich (nicole.gottlich@gts-ts.com)  
2026-03-24 - 6:06:56 PM GMT
-  Document emailed to Eilene Melvin (eilene.melvin@gts-ts.com) for signature  
2026-03-24 - 6:07:24 PM GMT
-  Email viewed by Eilene Melvin (eilene.melvin@gts-ts.com)  
2026-03-24 - 6:40:02 PM GMT
-  Document e-signed by Eilene Melvin (eilene.melvin@gts-ts.com)  
Signature Date: 2026-03-24 - 6:40:10 PM GMT - Time Source: server
-  Agreement completed.  
2026-03-24 - 6:40:10 PM GMT



# NETWORK INFRASTRUCTURE REPLACEMENT

RS-26-059

April 21, 2026

# Background

- The city currently operates approximately 146 network switches and 131 wireless access points across multiple facilities
- A significant portion of this equipment has reached or is approaching End of Sale (EOS) and End of Support (EOL) in 2027
- As vendor support expires, the city faces increased operational and cybersecurity risks due to limited access to firmware updates, security patches, and replacement parts

# Background continued

- The city worked with Traversa and GTS engineering teams to conduct a comprehensive evaluation and developed a structured replacement strategy
- Based on technical evaluation, cost analysis, and support sustainability, Aruba was identified as a solution that aligns with the City's operational, security, and compliance requirements
- The Aruba network equipment are quoted through the TIPS purchasing contract 230105 in the amount of \$478,233

# Recommendation

- Staff recommends that the City Manager or his designee be authorized to execute the purchase of network equipment replacement from GTS Technology Solutions, Inc., a valued added reseller, through the TIPS contract 230105 in the amount of \$478,233



# City of Killeen

## Staff Report

File Number: RS-26-060

---

Consider a memorandum/resolution authorizing a master software agreement renewal with CivicPlus, LLC, in the amount of \$424,404.82.

**DATE:** April 21, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Willie Resto, Executive Director of Information Technology

**SUBJECT:** Master Software Agreement Renewal with CivicPlus

### **BACKGROUND AND FINDINGS:**

The City is seeking approval to renew a Master Services Agreement with CivicPlus to modernize and consolidate several critical digital services that support resident engagement, regulatory compliance, and operational efficiency. Currently, the city utilizes a mix of aging, standalone, and in some cases unsupported systems that create inefficiencies, increase risk, and limit our ability to deliver responsive and transparent services to the community.

The proposed CivicPlus platform provides an integrated solution that includes: social media archiving to ensure compliance with public records laws; SSL certificate management to maintain secure and trusted online services; a modernized City website with hosting and a scheduled redesign within 48 months to ensure accessibility and usability standards are maintained; AudioEye accessibility tools to support ADA compliance; and a citizen request tracking system to improve service delivery and transparency. Additionally, the agreement includes SeeClickFix 311 CRM capabilities with GIS integration and a mobile application, allowing residents to easily report issues and track resolutions in real time. The platform also includes a mass notification system to replace the City's current CodeRED system, which is nearing end-of-life and has experienced reliability concerns.

This consolidated approach reduces reliance on multiple vendors, improves system interoperability, enhances cybersecurity through centralized management, and positions the City to better meet regulatory requirements and community expectations. The CivicPlus solution also provides scalability for future growth, improved reporting and analytics, and a more consistent user experience for residents and staff.

Approval of this agreement will enable the City to transition from fragmented legacy systems to a unified, secure, and citizen-focused platform that supports efficient service delivery and long-term digital strategy goals.

In summary, by entering into a master agreement encompassing these essential products and services, the City aims to streamline procurement processes, standardize service delivery, and leverage economies of scale to optimize resource allocation and enhance the overall effectiveness of municipal operations and communication strategies. The CivicPlus master agreement total cost are as follows:

Year 1 \$ 135,413.47  
Year 2 \$ 140,971.39  
Year 3 \$ 148,019.96

Total three agreement \$ 424,404.82

**THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

The Information Technology Department is seeking approval for master software agreement from CivicPlus LLC through TIPS purchasing contract #220105. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in the Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.

**FINANCIAL IMPACT:**

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

FY 2026 \$ 135,413.47  
FY 2027 \$ 140,971.39  
FY 2028 \$148,019.96

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

Recurring.

**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, sufficient funds are budgeted in the Information Technology ISF Software Subscription account

627-54300-180-181-000000.

**RECOMMENDATION:**

Staff recommends executing a master software agreement renewal with Civic Plus, LLC, utilizing TIPS Contract #220105, in the amount of \$424,404.82 and that the City Manager or designee be expressly authorized to execute any and all change orders within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Legal  
Purchasing  
Finance  
Office of Homeland Security and Emergency Management  
Communications

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement  
Contract Verification  
Certificate of Interested Parties  
Presentation



## INTEROFFICE MEMORANDUM

**TO:** Kent Cagle, City Manager

**FROM:** Willie Resto, Executive Director of Information Technology

**DATE:** **APRIL 21, 2026**

**SUBJECT:** **CIVICPLUS MASTER AGREEMENT RENEWAL**

Enclosed is a CivicPlus Master Agreement Renewal.

Upon Council approval of this Quote, the City Manager's signature will be required on page 8 (Memorandum is page 1) of this packet for execution. Once signed, please return to IT and Purchasing.

Thank you



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
Q-118064-1  
2/26/2026 9:22 AM  
4/25/2026

**Client:**  
City of Killeen, TX

**Bill To:**  
KILLEEN CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Brown		maggie.brown@civicplus.com		Net 30

SMA

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving - Standard	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots	USD 7,924.77

Websites,Accessibility

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	SSL Management CivicPlus Provided	Annual Fee Renewal for SSL Certificate	USD 120.77
1.00	Municipal Websites AudioEye Managed Annual Fee Renewal	AudioEye Managed: <a href="https://www.killeentexas.gov">https://www.killeentexas.gov</a>	USD 16,304.06
1.00	Citizen Request Tracker	Citizen Request Tracker - 125,000-149,999 residents recur	USD 1,610.32
1.00	CivicSend Annual - Websites Central	CivicSend Annual	USD 1,686.59
1.00	Annual - Municipal Websites Central Renewal	CivicPlus Website Annual Fee for Hosting and Support.	USD 7,229.47
1.00	48 Month Redesign Ultimate Annual - Websites Central	48 Month Redesign Ultimate Annual - Websites Central	USD 0.00

SCF

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	SeeClickFix 311 CRM Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services. TIPS #220105	USD 45,703.08
1.00	SeeClickFix 311 CRM Marketplace App	Marketplace App Annual Renewal	USD 11,547.31
1.00	SeeClickFix 311 CRM Connector for ArcGIS (1-way)	Feature Service within ArcGIS to display your request data in internal reports, public maps and Open Data Portals	USD 1,732.10

Total Investment - Initial Term – Year 1	USD 93,858.47
Annual Recurring Services – Year 2 Estimate	USD 98,551.39
Annual Recurring Services – Year 3 Estimate	USD 103,478.96

Initial Term	5/1/2026 - 4/30/2027, Renewal Term 5/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") and the Interlocal Purchasing System Contract # 220105 ("TIPS Contract # 220105") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions attached and incorporated herein (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
Q-113139-1  
3/3/2026 7:06 PM  
3/31/2026

**Client:**  
City of Killeen, TX

**Bill To:**  
KILLEEN CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Amanda Parr	7853231544	amanda.parr@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Mass Notification Standard Implementation	Mass Notification System Standard Implementation
1.00	Resident Customer Contact Data Import	Bulk import of existing resident contacts. Data must adhere to product import specifications.
1.00	Notification: Platform IdP Integration Implementation Fee	Platform IdP Integration Implementation Fee

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Communicator Unlimited SMS + Unlimited Emergency Voice	Emergency and Mass Notification platform with multi-channel alerting, geo-targeting, polling, mobile apps. Unlimited SMS for all communications. Voice minutes for emergencies. Includes NOAA integration, IPAWS, and white/yellow page data for emergencies.
1.00	Notification: Platform IdP Integration Annual Fee	Platform IdP Integration Annual Fee

List Price - Initial Term Total	USD 79,305.00
Total Investment - Initial Term	USD 39,155.00
Annual Recurring Services (Subject to Uplift)	USD 38,000.00

Initial Term	5/1/2026 - 4/30/2027, Renewal Term 5/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions attached and incorporated herein (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Special Terms:**

CivicPlus reserves the right to review and adjust pricing for this package if SMS usage exceeds 500,000 SMS messages in 1 year for non-emergency messages.



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-107511-1  
3/11/2026 4:04 PM  
4/30/2026

**Client:**  
City of Killeen, TX

**Bill To:**  
KILLEEN CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Angelique Mansell	(843) 829-4562	angelique.mansell@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving Upgrade from Standard to Premium	Upgrade from Standard Plan to Premium Plan: Upgraded plan includes unlimited Accounts & Up To 6k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots	USD 2,400.00

Total Investment - Prorated Year 1	USD 2,400.00
Annual Recurring Services (Subject to Uplift)	USD 2,400.00

Total Days of Quote:365

Initial Term	5/1/2026 - 4/30/2027, Renewal Term 5/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions attached and incorporated herein (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-107511-1, Q-113139-1 , and Q-118064-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):

Printed Name:

  Kent Cagle  

Title:

  City Manager  

Date:

CivicPlus

By (please sign):

Printed Name:

  Amy Vikander  

Title:

  Senior VP of Customer Success  

Date:

  03/23/2026  

Organization Legal Name:

  Billing Contact:  

  Title:  

  Billing Phone Number:  

  Billing Email:  

  Billing Address:  

  Mailing Address: (If different from above)  

  PO Number: (Info needed on Invoice (PO or Job#) if required)

# CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

## Recitals

**I. WHEREAS**, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

**II. WHEREAS**, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

**NOW, THEREFORE**, Customer and CivicPlus agree as follows:

## Agreement

### Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

## Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

## Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

## Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus’s indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

## Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer’s behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user’s personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer’s responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users’ personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party’s intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer (“User”) activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User’s log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer’s Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

## Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer’s accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party’s safeguards for the protection and the security and confidentiality of Customer’s Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

## CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

## Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

## Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

## Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

## Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

## Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

## Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

## Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

## Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

# Social Media Archiving (ArchiveSocial)

## Terms

### License to Host Archived Content

For the purposes of these terms, “Archived Content” means content, data, and Social Media Archiving Services that the Customer transmits to and through certain social media platforms and certain internet websites that the Customer designates.

The Customer grants to CivicPlus, and its affiliates and applicable contractors worldwide, limited-term license to host, copy, display, and use any Archived Content as reasonably necessary for CivicPlus to provide, and ensure proper operation of, the Services and associated systems in accordance with the applicable Statement of Work ("SOW"). Subject to the limited license granted herein, CivicPlus acquires no right, title, or interest from the Customer or the Customer’s licensors under the applicable SOW in or to any of the Archived Content.

### Supported Sites & Permitted Accounts

In addition to the license granted in the Section above, in order for CivicPlus to provide the Service and to capture and to maintain Archived Content for the Customer, The Customer must provide CivicPlus with certain information (“Authentication Information”) with respect to any social media account and/or internet website, platform or service that CivicPlus supports (a “Supported Site”) and that the Customer would like to be included as part of the Customer’s Archived Content.

The Customer represents, warrants, covenants and agrees that the Customer has not, and that the Customer will not, provide CivicPlus with any Permitted Accounts (as defined below) information or any other information in connection with any user account for a Supported Site or other social media or internet website in connection with Customer’s use of the Service and CivicPlus’s archival of any Archived Content other than with respect to user accounts for which:

1. the Customer or a representative of the Customer is the actual owner or
2. the Customer has been explicitly authorized to provide such access (collectively, “Permitted Accounts”).

### Limitations on Licensor’s Ability to Provide the Service and Maintain Archived Content

In order for CivicPlus to provide the Service and to capture and to maintain Archived Content for the Customer, CivicPlus relies on the Customer and on the owners and operators of the Supported Sites to provide CivicPlus with access to the content, data, and/or information the Customer transmits to and through such Supported Sites, typically through one or more application programming interfaces or "APIs". For instance, if the Customer changes any Permitted Accounts Information the Customer has provided to CivicPlus without, if necessary, first notifying CivicPlus, or otherwise limits or revokes CivicPlus's ability to access any of the Customer's Permitted Accounts, CivicPlus may be unable to continue to provide the Service as intended, or at all.

It is also possible that, without any notification to the Customer or CivicPlus, one or more Supported Sites will:

1. change their website or service,
2. change the APIs through which CivicPlus accesses such website and/or service,
3. amend the terms of use or other policies through which the Customer or CivicPlus use and access such website and/or service,
4. provide incomplete or inaccurate information through their APIs or otherwise with respect to the content, data, and/or information the Customer transmits to and through such Supported Site, and/or
5. take other actions to restrict the Customer's or CivicPlus's access to such website and/or service and the content, data, and/or information contained therein.

Any of these events could disrupt CivicPlus's ability to provide the Service as intended, or to provide the Service at all, including CivicPlus's ability to capture or to maintain the Customer's Archived Content. In addition, it is also possible that CivicPlus's ability to provide the Service or to capture or to maintain the Customer's Archived Content could be temporarily disrupted due to unanticipated or unplanned events, such as viruses, hacking, or other security vulnerabilities, the failure of equipment or services provided by CivicPlus or by third parties or other events, including force majeure events.

### **Usage Limits**

Services and Archived Content are subject to usage limits, including, for example, the number of Permitted Accounts and/or the monthly volume of new Archived Content. If the Customer regularly exceed the contractual usage limit set forth on the applicable SOW, CivicPlus may work with the Customer to help reduce usage so that it conforms to that limit. If, notwithstanding CivicPlus's efforts, the Customer is unable or unwilling to abide by

a contractual usage limit, the Customer may be required to purchase additional quantities of the applicable Services upon CivicPlus's request.

### **Content Restrictions**

The Customer may not incorporate or use the Services in connection with the Customer's Permitted Accounts if the Customer's Permitted Accounts or any of the content, data, and/or information available on such Permitted Accounts (or if the Customer's use of the Service otherwise) falls within any of the following:

1. is primarily directed to children age 13 or under or that has children aged 13 or under as a significant proportion of its users;
2. contains adult entertainment, including, but not limited to, pornography, erotic content, sexually explicit content, prostitution, or any other content not appropriate for general audiences; or
3. promotes, encourages, or facilitates any illegal activity, violates the law, or violates the rights of any third party (including, without limitation, intellectual property rights, rights of privacy, or rights of personality).

Any use of the Services in breach of these standard product terms for the Services, by the Customer or any individual authorized by the Customer to use the Services ("User(s)") that in CivicPlus's sole judgment threatens the security, integrity or availability of the Services, may result in CivicPlus's immediate suspension of the Customer's use of the Services; however, CivicPlus will use commercially reasonable efforts under the circumstances to provide the Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

### **Supported Platform API Terms of Service**

The Customer agrees to be bound by the terms of service for each of the Supported Platforms for which the Customer has authorized with the Customer's Authentication information, including but not limited to: [YouTube's Terms of Service](#).

### **Service Disclaimer**

While CivicPlus will undertake commercially reasonable efforts to provide the Service (including with respect to Archive Content) to the Customer, CivicPlus cannot and does not represent, warrant, or guarantee that CivicPlus will be able to do so in full at all times or at any particular time, nor does CivicPlus represent, warrant, or guarantee that CivicPlus will be able to capture full and accurate record of the Customer's Archived Content at all times or at any particular time, nor does CivicPlus represent, warrant, or guarantee that any

website, platform, or service that is currently a supported site will remain a supported site. Accordingly, the Customer's use of the website and the Service is expressly conditioned and the Customer's Acknowledgement and Acceptance of the Limitations set forth in this section and the Limitation of Liability set forth in the [Master Services Agreement \("MSA"\)](#).

## General Municipal Website (CivicEngage) Terms

Due to the multiparty dependency of Project Development, CivicPlus will not migrate, convert, or port content or information that could reasonably be construed as time-sensitive, such as calendar or blog content, during Project Development.

The Customer allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and a web link at the bottom of the completed web pages. The Customer understands that the pricing structure provided under this Statement of Work "SOW" assumes such perpetual permission.

### Evolve

1. CivicPlus is not responsible for any act or omission of any third-party vendor or service provider that the Customer has selected to integrate the Municipal Website Evolve services with. If the Customer’s Services include Process Automation and Digital Services (CivicOptimize), the terms for such Services, set forth in the Process Automation and Digital Services section shall apply.

### CivicPlus Mobile App

2. The Customer is responsible for the registration and account management of the Customer’s app account on the respective distribution platform (App Store, Google Play). CivicPlus may manage the Google Play distribution platform. CivicPlus, in its sole discretion, may transfer management and ownership responsibilities to Customer or an approved third party of any mobile app platform used by Customer after providing thirty (30) days’ written notice to Customer of such change.
3. If the Customer desires to use the App Store, the Customer is responsible for the set up the Apple Developer Account as follows:
  1. Set up an Apple Developer Account
  2. Identify CivicPlus and OneBlink as a developer on the account
  3. Work with CivicPlus Implementation team to customize the App Store descriptions, settings and content.
  4. Work with CivicPlus Implementation team to update the App Store descriptions, settings and content.
  5. If the Customer identifies as a non-profit organization, Apple will waive the annual fee. However, if the Customer is identified as a for-profit organization and must pay the annual fee, the payment must be set up to auto-renew. CivicPlus shall not manage the Customer account. CivicPlus shall only use the Customer’s Apple Developer Account to deploy the Customer’s CivicPlus Mobile App.



6. If the Customer receives emails or requests from Apple regarding the Customer's Apple Developer Account, it is the Customer's responsibility to respond directly to Apple. In the event the communication specifically involves the deployment of the CivicPlus Mobile App, the Customer shall immediately forward such communication to CivicPlus to ensure the CivicPlus Mobile App remains live and up-to-date.
- 4.
5. The Customer represents that it has all intellectual property rights in any the Customer data and content to be added to the Services. It is solely the Customer's responsibility to seek the permission of any third-party data and/or content owner used by the Customer.

The Customer understands that the hosting for the Services are provided by the app distribution platform and not CivicPlus. CivicPlus shall not be liable for any downtime of the Services provided to the Customer.

### **Design Center Pro**

6. If the Customer's use of the Design Center Pro module results in a loss in website or software function or other issue requiring CivicPlus resources to remedy, the Customer will be charged CivicPlus's standard hourly rate at such time for such resources.

### **CivicPlus Pay / Process Automation Pay / Pay**

7. CivicPlus Pay Services enables the Customer to receive online credit card payments for certain services or products the Customer provides via the Customer websites or recreation management system supported by CivicPlus. As such, through the Services, CivicPlus facilitates an automated process for redirecting credit card payments to the Customer's chosen payment gateways / merchant account processors ("Gateway"). For card payments, CivicPlus will redirect any payments processing to the Customer's Gateway, and the Gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process, or store cardholder data and does not present the payment form. CivicPlus implements and maintains Payment Card Industry (PCI) compliant controls for the system components and applications that provide the redirection services only.
8. The Customer will enter into a merchant account agreement with a Gateway provider that is within CivicPlus's network of integrated Gateways. ("Integrated Partner"). Such agreement's terms and conditions will solely enure to the benefit and obligation of the Customer; CivicPlus shall not be a party to such agreement. CivicPlus will facilitate contact between the Customer and the selected Integrated Partner for contracting purposes and shall integrate the Integrated Partner's Gateway system into the



Customer's Services. The Customer agrees to assume responsibility for ensuring execution of a Gateway contract with the Customer's select Gateway provider, to comply with all terms and conditions of such contract, and pay all fees required to maintain the services. The Customer acknowledges that the fees set forth in the applicable SOW do not include any transaction, processing, or other fees imposed by the Customer's Gateway.

9. The Customer is solely responsible for their relationship with their selected Gateway. In no event will CivicPlus:
  1. take part in negotiations,
  2. pay any fees incumbent on the Customer or merchant account, or
  3. acquire any liability for the performance of services of any chosen Gateway, including those Integrated Partners.
10. The Customer acknowledges switching to a different Gateway after signing this SOW may incur additional fees and require a written and signed modification to this SOW. The Customer shall continue to be responsible for negotiating and executing any Gateway agreement as described herein for any additional Gateway changes. The Customer understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any Gateway provider selected by the Customer, whether such provider is an Integrated Partner or not.

## **Chatbot**

11. The Customer understands that the Chatbot Services are not intended to collect, and CivicPlus discourages the Customer from soliciting and collecting, any personally identifiable information ("PII"), protected health information ("PHI"), payment card industry information ("PCI") or any other financial data from its users. CivicPlus cannot monitor and control the Customer's actions; therefore, in the event the Customer solicits and stores any PII, PHI, PCI, or other financial data, it is at the Customer's sole discretion and risk. The Customer as the data owner, and not CivicPlus, is solely responsible for the applicable laws and regulations regarding any data breach involving such data, including breach notification and credit monitoring requirements.
12. The Customer understands that the Services must crawl over the Customer's entire site and scrape information for successful performance. The Customer shall be solely responsible for obtaining permission from any third party whose content may be crawled and/or scraped by the usage of the Services. In no event shall CivicPlus be liable to the Customer or any third-party, for any claim, action, liability, or damages, arising out of or related to the Services crawling over and/or scraping any third-party system and/or content. The cost of the Services listed in the applicable SOW is for one domain, limited



to ten crawled websites, if the Customer requires more domains or crawled websites, the Customer should reach to the Customer's designated CivicPlus representative.

13. CivicPlus and/or its partners shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning the Customer data and data derived therefrom), and CivicPlus and/or its partners will be free (during and after the term hereof) to:
  1. use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings, and
  2. disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.
14. CivicPlus shall not be responsible or liable for the content of messages created by the Customer, or by end-users who access the Service.

## **Recurring Redesign**

15. Starting after continuous service for the period of months explicitly stated in the Recurring Redesign line item on the applicable SOW (the "Redesign Term"), the Customer shall be entitled to receive a website redesign at no additional cost. The Customer may initiate the website redesign any time after completion of a Redesign Term. Upon the initiation of an eligible redesign project, the Customer may begin accumulating eligibility towards a subsequent redesign after continuous service of a subsequent Redesign Term. Redesigns that include additional features not purchased on the original website SOW may be subject to additional charges.
16. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers encompassed in the Customer's website at the time of recurring redesign was purchased or included in the applicable SOW in which the redesign was purchased. Any subsequently purchased website, subsite, and department header may be included in the Customer's redesign at an additional fee.

## **Encrypted Forms**

17. The Customer acknowledges and understands use of the Encrypted Forms Services is contingent on a current, valid subscription of CivicPlus' Platinum Hosting & Security upgrade for the CivicPlus Municipal Websites (CivicEngage), and that any termination or



suspension of such Platinum Hosting & Security upgrade shall likewise immediately terminate or suspend the use of the Encrypted Forms.

18. The Customer is responsible for the updating and accuracy of their public-facing privacy policy.
19. The Customer acknowledges that any forms to be used in the Services must be created in the Encrypted Forms module, and such forms cannot be unencrypted or exported to unencrypted modules.
20. CivicPlus strongly recommends the Customer completes a Privacy Impact Statement (PIA), which shall detail the Customer's privacy practices and policies surrounding the use of, and any data stored within or collected by the Services. The Customer further warrants appropriate employees will be adequately trained on the use and deployment of the Services.
21. The Customer and CivicPlus each jointly acknowledge that for the duration of the applicable SOW, CivicPlus shall serve as the "Data Custodian" and is solely responsible for the appropriate security controls, including safe custody, transport, and storage of data. The Customer shall serve as the "Data Owner", and is solely responsible for the operational and privacy specific controls, including data collection, content, context, and use. Notwithstanding the foregoing, the Customer acknowledges that CivicPlus cannot detect or prevent unauthorized individuals accessing any CivicPlus system through use of valid log-in credentials as set up by the Customer. The Customer has sole responsibility for maintaining the security of such log-in credentials, and assigning and defining roles and permission to each individual end-users.
22. The Customer acknowledges that due to the nature of the encryption employed in the Services, CivicPlus staff are unable to access any data submitted or stored within the Services.
23. The Customer understands and agrees that the Services are not intended to collect or store any credit card information, or related identifiable or financial information and that the Customer shall not collect or store any such information in the Encrypted Forms. For the sake of clarity, the Encrypted Forms are not Payment Card Industry Data Security Standards (PCI DSS) or Health Insurance Portability and Accountability Act (HIPAA) compliant, and the Customer shall not use it for PCI DSS or HIPAA purposes.



# Mass Notification System (CivicReady) Terms

## Appropriate and Acceptable Use of Service

1. The Mass Notification System (CivicReady) Services provides the ability for the Customer to generate high-speed notifications to listed databases through an internet-hosted software application. The Customer's database(s) shall be limited to containing contact data located within the geographic boundaries of the Customer's legal locality. The Customer may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.
2. The Customer agrees not to make any attempt to gain unauthorized access to the Services or any of CivicPlus' systems or networks. The Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by the Customer, or by those who access the Service, or otherwise delivered by the Service on behalf of the Customer.
3. The Customer shall be solely responsible for compliance with, and any violations of, all applicable laws regarding outbound telemarketing including the CAN-SPAM ACT, State, and Local telemarketing laws and requirements.
4. Customer's Annual Recurring Services Fees agreed upon herein are based on current carrier transactional costs for SMS and voice usage ("Transactional Costs") as well average CivicPlus historical customer usage patterns ("Assumed Usage"). CivicPlus reserves the right to audit Customer's actual usage ("Actual Usage") to determine whether Customer's Actual Usage exceeds the Assumed Usage. In the event Customer's Actual Usage exceeds the Assumed Usage or the Transaction Costs increase, CivicPlus will notify the client of such usage or cost increase and give the Customer 90 days to reduce usage or CivicPlus will increase the Annual Fees resulting from such increase in transactional costs or actual usage. The increase in the Annual Recurring Services Fees shall be implemented on the first of the month following the expiration of the 90-day cure period.
5. **Emergencies:** Unlimited Voice packages shall apply to Emergency Messages only. For the purposes of the Services, "Emergency Messages" shall be defined as an imminent threat to life or property, including NOAA Warnings. NOAA Watches and Test messages shall not be considered Emergency Messages, but may be added upon written request by Client to CivicPlus, for an additional fee. In case of dispute, CivicPlus shall have the sole discretion as to whether any communication shall constitute an Emergency Message.
6. **IPAWS:** The Customer shall be responsible for obtaining and maintaining Alerting Authority, as defined at <https://www.fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system/public-safety-officials/alerting-authorities>, with the Federal Emergency Management Agency in order to utilize the IPAWS software provided by CivicPlus.



## 7. Usage Limits:

Message Plans	Usage
Communicator Unlimited SMS	Unlimited
Communicator Unlimited Emergency Voice	Unlimited
Communicator Flex	annual calendar year usage will be tracked against Customer's purchased plan
Non-Emergency Voice Minutes	annual calendar year usage will be tracked against Customer's purchased plan

Any overages will be billed in 10,000 Message Unit increments at the then current CivicPlus rates.

Type of Message	Message Unit (Segment)
Voice	Up to sixty (:60) seconds of voice call per segment. Calculated in whole segments.
SMS	Text segments of up to 160 characters per segment. Calculated in whole segments.

## Account Information and Privacy

- CivicPlus does not own any Customer Data and the Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. CivicPlus reserves the right to withhold, remove, and/or discard Customer Data without notice for any breach, including, without limitation, the Customer's non-payment. Upon termination for cause, the Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

## Disclaimer of Warranties and Limitation of Liability

9. The Customer is responsible for implementing sufficient procedures and checkpoints to satisfy the Customer's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. CivicPlus will not be liable for any loss or damage caused by a distributed Denial-of-Service Attack, viruses, or other technologically harmful material that may infect the Customer's computer equipment, computer programs, data, or other proprietary material due to the Customer's use of the Services or to the Customer's downloading of any material posted on it or any website linked to it.
10. The Customer's use of these Services is at the Customer's own risk. The Services are provided on an "As Is" and "As Available" basis, without any warranties of any kind, either express or implied. Neither CivicPlus nor any person associated with CivicPlus makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services without limiting the foregoing, neither CivicPlus nor anyone associated with CivicPlus represents or warrants that the Services will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the services or the server that makes it available are free of viruses or other harmful components or that the services will otherwise meet the Customer's needs or expectations.
11. To the fullest extent permitted by Law, in no event shall CivicPlus, its officers, directors, employees, agents, vendors, or suppliers be liable:
  1. for any indirect, special, incidental, consequential, exemplary, or punitive damages related to or arising from the Customer's use, misuse, or inability to use the Services, including but not limited to, damages for lost data, lost profits, or cost of procurement of substitute goods or services, personal injury, or property damage of any nature resulting from the Customer's use of the Services, unauthorized access to our servers, server unavailability and any personal information stored therein, any delays or interruptions due to electronic or mechanical equipment failures, Denial of Service attacks, data processing failures, telecommunications or internet problems or utility failures, however cause under any theory of liability, including but not limited, to contract, tort, strict liability or negligence and whether or not CivicPlus was or should have been aware or advised of the possibility of such damage or even if a remedy fails of its essential purpose; or
  2. for any claim attributable to errors, omissions or other inaccuracies in the Services or destructive properties of the Service. In no event shall CivicPlus's aggregate liability under these terms of use exceed the total sum of monies paid from the Customer to CivicPlus as consideration for use of the services during the twelve (12) months immediately preceding the event giving rise to such liability.



## **Internet Delays**

12. CivicPlus' Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. CivicPlus is not responsible for any delays, delivery failures, or other damage resulting from such problems.



## 311 CRM (SeeClickFix) Terms

The Customer agrees to use the SeeClickFix 311 CRM Services in ways that conform to all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act. The Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by the Customer, or by end-users who access the Service, or otherwise delivered by the Service on behalf of the Customer.

CivicPlus does not own Customer Data. The Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. CivicPlus reserves the right to withhold, remove, and/or discard Customer Data without notice for any breach, including, without limitation, the Customer's non-payment. Upon termination for the Customer's breach, the Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

CivicPlus will provide access to the Services via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues. End users will be able to interact with the Services and post various content including words and photos ("User Content"). While the User Content is governed by [CivicPlus' published Terms of Use](#) and [Privacy Policy](#), CivicPlus may not be able to control the exact nature of the User Content. CivicPlus reserves the right, not the obligation, to moderate and edit User Content.

CivicPlus will provide the Services and manage the User Content and Customer Data in compliance with the [SeeClickFix Data Retention Policy \(PDF\)](#) and [CivicPlus Terms of Use](#). The Customer understands and agrees that it has sole discretion over the solicitation, collection, storage, or other use of end-users' personally identifiable information (PII), including sharing with third parties, on any of the Services provided by CivicPlus and CivicPlus discourages the solicitation and collection of any end-user PII. The Customer further understands and agrees that the Customer is solely responsible for the use or storage of end-users' PII in connection with the Services or the consequences of the solicitation, collection, storage, or other use by the Customer or by any third party of PII.

To the extent it may apply to any of the Services or deliverables included in the applicable SOW, admin user logins are for designated individuals chosen by the Customer ("Admin Users") and cannot be shared or used by more than one Admin User. The Customer will be responsible for the confidentiality and use of Admin User's passwords and usernames. The Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the



## CivicPlus' Proprietary API Acceptable Use Policy

This API Acceptable Use Policy (this **Policy**) governs the use of CivicPlus's proprietary Application Programming Interface(s) (collectively and individually referred to as the **CivicPlus API**). By accessing or using the CivicPlus API, you (referred to herein as **User** or **Customer**) agree to comply with this Policy. Violations may result in suspension or termination of CivicPlus API access.

In relation to its Services, CivicPlus may make certain CivicPlus APIs available for use. So long as the Customer is in compliance with this Policy, and the terms and conditions of the applicable agreement for Services with CivicPlus, CivicPlus grants to the Customer a non-exclusive, non-transferable, limited license to access and use the CivicPlus API solely for internal development, deployment, and integration of applications that interface with the CivicPlus Services. This license is only for the Customer's internal business use and not for resale or redistribution to any third party. CivicPlus is not liable for any third-party services, tools, or applications you choose to connect to our APIs, nor for any resulting impacts or outcomes from such integrations.

### The Customers May Not

- Use the CivicPlus API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the CivicPlus API documentation or other applicable CivicPlus policies, terms, and conditions.
- Deploy automated scraping, excessive CivicPlus API calls, or abuse of CivicPlus API resources.
- Use the API in a manner that disrupts, damages, or impairs CivicPlus's systems or services.
- Attempt to bypass any security mechanisms, authentication measures, or rate-limiting mechanisms CivicPlus employs or attempt to access any parts of the CivicPlus API that Customer is not authorized to access, or attempt to reverse engineer, decompile, or extract source code from the API or any related systems.
- Misuse or manipulate API data for unauthorized or fraudulent purposes
- Use the API to develop or deploy competing services that replicate CivicPlus's core functionality.
- Use the CivicPlus API for any illegal, fraudulent, or unauthorized purposes, or engage in any activity that could damage, disable, overburden, or impair any of



CivicPlus's services or interfere in any way with the operation of others' use of the CivicPlus API.

- Perform vulnerability assessments or pen tests against the CivicPlus API without prior approval and planning with the CivicPlus Security and Site Reliability teams.
- Engage in activities that violate intellectual property rights, privacy laws, or applicable regulations.
- Share CivicPlus API credentials with unauthorized parties or allow unapproved third parties to access the CivicPlus API.
- Use the CivicPlus API for any purpose that is harmful, deceptive, misleading, or unlawful.

### **The Customer Is Responsible For**

- **Security of API Credentials:** When using a CivicPlus API, the Customer is responsible for confidentially storing and managing access to API Keys, credentials, or tokens. Customers cannot share API credentials with any unauthorized third party. The Customer is fully responsible for all activities that occur against the CivicPlus API with the Customer key.
- **Compliance with Laws:** Data extracted out of the CivicPlus system may contain Personally Identifiable Information and require data privacy, data security, and consumer protection considerations. The Customer is responsible for ensuring that any system accessing data via a CivicPlus API will be maintained in compliance with applicable regulations (For example, Certified Public Accountant, CCPA, Virginia Consumer Data Protection Act).

### **CivicPlus Reserves the Right To**

- Monitor Customer use of the CivicPlus API to ensure compliance with this Policy. CivicPlus may suspend or terminate Customer access to the CivicPlus API, without notice, if CivicPlus believes, in our sole discretion, that the Customer is in violation of this Policy.
- Additionally, CivicPlus may suspend, terminate, throttle, or rate limit the Customer's access to the CivicPlus API, in the event of Customer's excessive usage, as determined by CivicPlus in our sole discretion or violation of any term of this Policy.
- Support provided by CivicPlus will be limited to the CivicPlus API as documented and available on the CivicPlus official documentation sites. CivicPlus does not provide support or consultation regarding the development of any application or



service utilizing the CivicPlus API. The customer and its authorized users are responsible for their own application development and maintenance.

- We provide the CivicPlus API on an **as-is** and **as-available** basis without any warranties of any kind, whether express or implied. Customer use of the API is at its own risk.
- Modify this Policy at any time. Users continued use of the CivicPlus API after modifications constitute acceptance of the updated Policy.

# SeeClickFix Data Retention Policy

This policy documents how SeeClickFix stores and maintains data associated with organizations and their members (Members). The Data Categories section defines the categories of data covered by this policy statement. The Data Storage section provides an overview of our data storage practices associated with disaster recovery. The Data Retention section outlines how long we maintain data on our systems and when we purge data. The Data Export section describes how an organization may obtain copies of their data.

## Data Categories

**Public Data:** Content uploaded to the service and accessible without authentication or restriction. This includes access via mobile apps, web pages, or API access. Examples include issues, public comments, and organizational notices. Public data can be created by Users and Members.

**Protected Data:** Content uploaded to the service and accessible only to authenticated users with proper authorization. This includes authenticated access via mobile apps, web pages, or API access. Examples include: private issues, internal comments, work orders, and user profiles. Protected data can be created by Users and Members.

**System Data:** Content that is generated internally through the regular operation of the service. Examples include logs and analytics. System data is only available to authorized SeeClickFix staff.

**User Data:** Public or protected data that is created by a particular User.

**Organizational Data:** Public or protected content that is associated with a particular organizational account. This includes data created by Users as well as data created by Members. This category would include all issues reported to the organization (public and private), comments, internal comments, work orders, organizational notices, and so on.

## Data Storage

Public and protected data as well as some system data is stored in a primary database and replicated continuously to a secondary database. A full backup of this data is made every four hours to a geographically separate data center. The secondary database and backups exist for operational and disaster recovery purposes and are not intended to be part of the general data retention policy. When data is purged from our production systems, it is not commercially feasible to purge it from backups stored for disaster recovery purposes. In the event that the backups are required to restore data to our production systems, SeeClickFix will make all reasonable efforts to exclude data that was previously purged (e.g., accounts that are inactive).



## Data Retention

**Active Accounts:** User and Organizational Data is retained indefinitely while the accounts are active.

**User Account Termination:** Public user data associated with a terminated user account is retained for at least 90 days, but may be retained indefinitely as per the rights granted to SeeClickFix in the Terms of Service. Public and protected data that is associated with an organizational account is considered part of the Organizational Data and retained according to the organization policy below irrespective of the status of the user account.

**Organizational Data Purge Requests:** Upon request, SeeClickFix will purge Protected Organizational Data that exceeds the data retention lifetime as defined by the organization. SeeClickFix may retain Public Data associated with the purged Organizational Data and may exclude data that is required for the service to operate (e.g., data associated with open issues or open work orders).

**Organization Account Termination:** Organizational data associated with a terminated organizational account is retained for at least 90 days. Public data may be retained indefinitely as per the rights granted to SeeClickFix in the Terms of Service. Protected data may be purged by SeeClickFix after 90 days. SeeClickFix will make reasonable efforts to ensure the data has been exported and stored by the organization before purging the data from our systems.

## Data Export

Organizations may export their Organizational Data via the product export features or API at any time prior to account termination. Some Organizational Data is not currently available through the product export mechanisms and can only be accessed via the API services (API-only data). This currently includes comments and images associated with issues and work orders.

- the product export mechanisms generate CSV or Excel spreadsheets
- the API provides data in JSON or XML format
- images are identified via URL in the API responses and accessible via HTTP

Upon request and when an account termination is planned or has already occurred, SeeClickFix will make available a complete export of Organizational Data including data that is not included in the product export mechanisms (API-only data). An export request must be made within 90 days of account termination. After 90 days, organizational data may be purged by SeeClickFix and may not be recoverable. The data will be provided in one or more files and in a non-proprietary format (e.g. zip files, CSV files, open-source database dumps).

*This policy was last updated, 2019-05-03*





Services, CivicPlus Materials, or under the Customer's account. The Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Materials and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Materials and any loss or theft or unauthorized use of any Admin User's password or username and/or personal information .

### **Conversations**

The Conversations/SeeClickFix Pro text message (SMS/MMS) Services comes with unlimited lines and up to 25,000 messages per month. If text usage exceeds the set usage amounts included herein, additional text will be invoiced to the Customer at \$0.01 per message in arrears at the end of the then-current term in which the additional charges are incurred. In the event the Customer exceeds the set usage amounts herein, CivicPlus will provide the Customer with a report that displays such excess usage with the invoice. CivicPlus will use its best efforts to notify the Customer in the event the Customer exceeds the usage amounts in any month.

### **API Usage**

Customers usage of any APIs from the SeeClickFix 311 CRM application must adhere to the [CivicPlus API Acceptable Use Policy](#).

# CivicPlus Privacy Policy

CivicPlus (referred to as “we”, “us”, or “our”) takes the private nature of your personal information very seriously and we are committed to protecting your personal privacy. CivicPlus has developed this policy regarding our privacy practices (“Privacy Policy”) to explain the manner in which CivicPlus may collect, use, retain, process, and share the personal information collected from users (“you”, “your”, or each a "User") of any of the [CivicPlus solutions](#) and associated services (each, a “[Solution](#)”; collectively, the “[Solutions](#)”), and the [CivicPlus website](#) (the “[Site](#)”). The User’s personal information is any information relating to an identified or identifiable person (“Personal Information”), such as your name, address, email address, phone number, or IP address. Personal Information does not include publicly available information, de-identified, or aggregate consumer data.

This Privacy Policy is designed to help the User obtain information about our privacy practices and to help the User understand its privacy choices when using a Solution or visiting the Site. By using the Solutions, providing Personal Information, or visiting our Site you are agreeing to this Privacy Policy and consenting to the collection, transfer, manipulation, storage, disclosure, and other uses of your information, as described in this Privacy Policy.

CivicPlus provides the software solutions directly to our public sector customers (“Customers”) to enable them to serve and perform their own governmental and business functions. As such, most of the Personal Information we collect and store is in connection with the software and services we provide to our Customers pursuant to our contractual arrangements with them. In these cases, CivicPlus is acting as a “data custodian” only.

This Privacy Policy covers the treatment of Personal Information gathered when you are using or accessing any [Solution](#) or the [Site](#). This Privacy Policy does not apply to the practices of third parties that we do not own or control or certain data collected by our Customers for their specific purposes and needs, as further described herein.

## Customer Data

When CivicPlus makes the Solutions available for use by a Customer, we do so under a contractual arrangement with our Customer pursuant to which the Customer, not CivicPlus, makes the decisions about what Personal Information is collected and how it is processed in the Solutions. Our Customers may electronically submit Personal Information to a Solution, or solicit from you Personal Information within a Solution, for processing and storage purposes (“Customer Data”), including, for example, information required to set up admin rights for a Customer’s employees, or Personal Information collected from a Customer’s resident who is using the Solution to pay for recreational programming. In these interactions, the Customer’s employees or residents are “End Users”.

We function as a service provider and may store or process Customer Data only for the purpose of providing the Solutions, improving the Solutions, preventing or addressing service or technical problems, or as may be required by law. If your Personal Information has been submitted to us by one of our Customers and you wish to exercise any rights you may have to

access, rectify, or delete such data, please inquire with the relevant Customer directly. Since CivicPlus is the data custodian to our Customers, who are the “data owners”, CivicPlus cannot modify or delete any data owned by our Customers without such Customers specific request and approval.

## What Personal Information Do We Collect?

We may collect Personal Information from Users in a variety of ways, including, but not limited to, when Users visit the Site, use a Solution, register an account on any Solution, fill out a form, and in connection with other activities, services, features or resources we make available on our Solutions. Users may register for an account within the Solutions and be asked for Personal Information, as appropriate, including name, email address, physical address, and phone number. Users may, however, visit the Solutions anonymously. Users can always refuse to supply Personal Information, except that it may prevent them from engaging in certain Solution-related activities, like registering for or obtaining the full benefit of the services provided by the Solution or receiving subscription emails.

At the request and direction of Customers, CivicPlus may collect the following categories of Personal Information:

- **User-provided personal identifying data:** Most of the information we collect is information that Users input directly when using a Solution, such as name and contact details (email, phone number, address, social media handle), physical location, and user-provided content, depending on the Solution used and how the User decides to use it.
- **User-initiated information:** When a User uses text messaging, email, or social media to contact or submit notifications to a Customer through any Solution, we will collect that User’s phone number, email address, or social media handle, as appropriate.
- **Website visitor information:** When you visit a Solution or the Site, we may collect information about your visit, depending on the Solution, such as your IP address, cookies, location, and the pages you visited and when you use the Solution, we may collect information on how you use the Solution.
- **Protected sensitive data:** For certain Solutions, Users are asked for certain information used in relation to applying for job positions or board or committee, certain sensitive data may be collected, such as date of birth, gender, ethnicity, political party, education, job history, references, it is the sole discretion of the Customer to request or require these fields.
- **Financial information:** If a User decides to purchase a paid service through a Solution, the User provides financial information related to your payment method including credit card number, credit card type, card expiration date, or other financial information. We do not, however, capture, store, or transmit that financial information. That information is provided directly to and stored by the Customer’s third-party payment processor (the “Payment Processor”). The Payment Processor’s applicable Terms of Service and Privacy Statement govern the use and storage of that

information. Please review the [CivicPlus Pay Solution's Privacy Policy](#) for further details.

- **Applicant data:** Users applying for jobs or elected or appointed seats through a Solution, may be requested to submit prior job information, such as salaries, employment history, education history, address history, employers, social security number, USCIS or alien registration number, passport number, and other application data, as well as driver's license information, as determined necessary by our Customer.
- **Employee data:** Users whose employers are a Customer for human resources services may be requested to submit bank account and routing numbers, dependent's names and social security number, current job title, and other information an employer may request.
- **Physical image:** Certain Solutions may include the ability to upload video or image files which may contain visual representations of any Users that have attended public meetings or been in a public space.
- **Information related to your mobile device:** We may collect and store information related to your mobile device, such as your phone number, location, or device identifier used to deliver push notifications. You will have a choice as to whether we collect and store this information.

With the exception of the Website Visitor Information, the categories of data above are collected only when certain features and uses of the Solution are procured by the CivicPlus Customer, and data collected may vary for each User depending on our Customer's use of the Solution. All data fields are voluntary for the User to fill in, unless our Customer requires certain data to be input by the User.

## How Do We Collect, Receive, and Retain Personal Information?

We collect most of this Personal Information directly from Users willingly inputting such information, whether by webform, text, email, submission of documentation, or telephone call to our Customer. However, we may also collect information from cookies on our Site or Solutions. We may receive Personal Information from third parties that integrate with our Solutions, at the request of our Customers. We will retain Personal Information as requested and required by our Customer, with whom you share your Personal Information. We retain Personal Information indefinitely, retention depends on the type of data and the purpose for which we process the data, our Customer's subscription term for the Solution, open records laws, and direction for the retention or deletion of such data. We may retain Personal Information beyond the Customer relation if required by law, contract, or if it is in our legitimate business interests and not prohibited by law.

If you have created a user portal account ("Account") within a Solution which has been closed, we may take steps to mask Personal Information and other information, but we reserve our ability to retain and access the de-identified data for so long as required to comply with applicable laws.

# How We Use Collected Information

We use User information, including Personal Information, for the following business purposes.

## To fulfill service obligations for our Customers

We use and process information as needed and requested by our Customers that procure the Solution in order to fulfill our Customer's need; deliver the services requested, including software updates; manage our Customer and User relationship; provide our Customers and Users with customer support, and comply with laws or regulations that apply to us and our Customers.

Including, without limitation, as a part of our Social Media Archiving Service, we may use YouTube API Services provided by Google . This involves data collection, including but not limited to channel information, video titles, descriptions, and user comments. Your use of the Social Media Archiving Service is subject to YouTube's Terms of Service (<https://www.youtube.com/t/terms>) and privacy policy. For details on how YouTube handles data, refer to YouTube's Privacy Policy at <http://www.google.com/policies/privacy>. If you have questions or concerns about your data as it relates to YouTube API Services, please contact us at [privacy@civicplus.com](mailto:privacy@civicplus.com).

## To personalize User experience

We may use information in the aggregate to understand how our Users as a group use the Solution, resources, and services provided on the Solution and the Site. We may use the information to perform research and analysis about Users' use of, or interest in, our Solutions, services, or content.

## To improve the Solution and Site experience

We continually strive to improve our Solution and Site offerings based on the information and feedback we receive from Users. We may use the information to improve our internal operations, systems, Solutions, and services including benchmarking system performance and developing our products and services.

## To improve customer service

User information helps us to more effectively respond to a User's customer service requests and support needs. We use the information to respond to comments and questions and provide customer service, communicate with Users and Customers about products and/or services that may be of interest.

## To send periodic emails

The email address Users provide to a site will be used to respond to their inquiries, and/or other requests or questions, or to send service announcements regarding changes, notifications, or marketing information. If User decides to opt-in to our mailing list, on any Solution or the Site, they will receive emails that may include company news, updates, related product or service

information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or the User may contact us via the contact information below.

We only use Personal Information for the purposes and uses described above, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original uses and purposes.

## How Do We Share Personal Information?

Except as described here or in any other applicable policy, we do not sell, trade, or rent the User's Personal Information to any third parties. We may share generic aggregated demographic information not linked to any Personal Information regarding visitors and users with our business partners, trusted affiliates, and advertisers for the purposes outlined above.

For our Pay solution, we work with a third-party payment processor in order to successfully complete transactions. We have preferred partner processors, with whom we have direct communication regarding the services and you contract directly with. We also work with other payment processors that are not contracted partners, at our Customer's request; we use such processor's technical documentation and instructions for creating an integration with the services.

We may share your Personal Information or other information about you with other parties to transactions when you use the Solution. In most cases, this is your local municipality with whom you are procuring services and their chosen merchant account processor and financial institutions (if making a purchase). The information is limited to Personal Information and account information necessary to facilitate the transaction.

We may share information with our agents, vendors, service providers, and subcontractors who perform functions on our behalf, such as our customer relationship management service provider, marketing automation and analytics provider, sales development tools provider, and other similar service providers.

We may also share information with other third parties for our business purposes or as permitted or required by law, including:

- Sending non-personal information to third-party analytics service providers for monitoring the health of the Site and Solutions;
- if we need to do so to comply with a law, legal process, or regulations;
- to law enforcement authorities or other government officials, or other third parties pursuant to a subpoena, a court order, or other legal process or requirement applicable to CivicPlus;
- if we believe, in our sole discretion, that the disclosure of Personal Information is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity;
- to protect the vital interests of a person;
- to investigate violations of or enforce a user agreement or other legal terms applicable to the Solution;

- to protect our property, the Solutions, the Site, and legal rights;
- to facilitate a purchase or sale of all or part of CivicPlus' business;
- to companies that we plan to merge with or be acquired by; and
- to support our audit, compliance, and corporate governance functions

Please note that if CivicPlus is acquired, sold, or dissolved, its assets, including Personal Information we may possess about Users, may, in whole or in part, be sold, disposed of, transferred, divested, or otherwise disclosed as part of the transaction or proceeding. You acknowledge that such transfers may occur, and any acquirer may continue to use your Personal Information as set forth in this Privacy Policy.

## **How Do We Use Cookies?**

The Site and Solutions may use "cookies" to enhance the User experience. Cookies are pieces of text that may be provided to your computer through your web browser when you access a website. The User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. The User may choose to set their web browser to refuse cookies or to alert you when cookies are being sent. If they do so, note that some parts of the site may not function properly.

We use cookies to enable our servers to recognize your web browser and tell us how and when you visit the Site, and otherwise use the Solutions through the internet. Our cookies do not, by themselves, contain Personal Information, and we do not combine the general information collected through cookies with other Personal Information to tell us who you are.

## **How Do We Protect Your Personal Information?**

Although we take appropriate technical and organizational measures to safeguard against unauthorized disclosures of Personal Information, we cannot guarantee that Personal Information in our possession will never be disclosed in a manner that is inconsistent with this Privacy Policy. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of Personal Information at any time.

We store all our information, including Personal Information, using industry-standard techniques. We use appropriate data collection, storage, and processing practices, and security measures to protect against unauthorized access, alteration, disclosure, or destruction of your Personal Information, username, password, transaction information, and information stored on the site, if applicable, to your use of the Site and Solution.

Sensitive and private data exchange between the Solution or Site and its Users happens over a Secure Sockets Layer (SSL) secured communication channel and is encrypted and protected with digital signatures.

## Privacy of Children

CivicPlus Solutions are not designed or intended to appeal to minors. We do not knowingly attempt to solicit or receive any information from anyone under the age of 14. If you are a parent or guardian and you are aware that your child has provided us with Personal Information, please contact us immediately. We encourage parents and legal guardians to monitor their children's mobile app and internet usage and enforce our Privacy Policy by instructing their children never to provide Personal Information to any Solution without their parental permission. If you have reason to believe that a child under the age of 14 has provided Personal Information to us, please [contact CivicPlus Privacy](#), and we will work with our Customer in order to delete that information from our databases as soon as is reasonably practicable.

## How Do Users Request Access to Review or Change Personal Information?

Users may have certain data privacy rights depending on their state of residence. If you would like to exercise any of your data privacy rights, you will need to send your request directly to the data-owning CivicPlus Customer with whom you shared your data. Please note that verification will be required to prove your identity. CivicPlus may not disclose or delete data if an exemption or exception to deletion exists. Please note, CivicPlus is a data custodian to its data-owning Customers, the majority of our Customers are government municipalities and may be exempt from certain laws requiring compliance with data subject rights. CivicPlus is required to have Customer approval regarding every access, rectifying, disclosing, and deletion request submitted by Users of any Solution.

If you have an Account with any Solution, you can review and edit Personal Information in the Account by logging in and updating the information directly. If you wish to edit Personal Information and are unable to do so in the Account, you may contact us, using the contact information below, and we can help you with this request, verification of identity will be required, and Customer approval may be sought in circumstances where the Personal Information is owned by the Customer.

## Changes to this Privacy Policy

We're constantly working to improve our Solutions, so we may need to change this Privacy Policy from time to time as well. CivicPlus has the discretion to update this Privacy Policy at any time. When we do, we will revise the effective date at the top of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the Personal Information we collect. You acknowledge and agree that it is your responsibility to review this Privacy Policy periodically and become aware of modifications.

## Your Acceptance of this Privacy Policy

By using this Site or any Solution, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Site or any Solution. Your continued use of the Site and Solutions following the posting of changes to this Privacy Policy will be deemed

your acceptance of those changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is collected.

## California Residents

For Residents of California, the California Consumer Privacy Act (CCPA) provides privacy protections to California consumers as follows:

CivicPlus does not sell your Personal Information so does not provide an opt-out page. If you are a California resident, you have the rights listed below under data protection law, to access any of the following rights you must submit a request to the data-owning Customer with whom you submitted your Personal Information. If your request is regarding data that you submitted independent of a specific data-owning customer, or if the request is with regard to our Site, please submit such a [request to CivicPlus Privacy](#).

California residents are limited to two Personal Information requests per year. There is no charge to access your Personal Information; however, if you submit requests that are clearly baseless, repetitive, or excessive, CivicPlus may charge a reasonable fee for such requests; alternatively, CivicPlus reserves the right to refuse to comply with such requests. Upon receiving a valid and verified request for Personal Information, that was submitted by and approved for fulfillment by our Customer Data owner, we will respond to such a request within 45 days unless there are any extenuating circumstances, for which we will let our Customer know.

### Right to know

- You have the right to request data collected about you; and
- You have the right to request what data is shared about you

Disclosures provided under CCPA will identify the Personal Information collected in the previous 12 months.

### Right to deletion

- You have the right to deletion of information unless an exception applies.

### Right to rectify

- You have the right to correct any data collected about you that is inaccurate.

### Right to non-discrimination

- You shall not be discriminated against for exercising any of these consumer privacy rights.

## Right to use an authorized agent

- You have the right to use an authorized agent to submit a request to know or a request to delete on your behalf. Such use of an authorized agent will require:
  - Your written permission to allow the authorized agent to exercise your rights
  - Verification of the agent's and your own identity
- We may deny a request from you or your agent if we cannot verify the identification of the individual making the request

## Contact Us

If you have any questions or concerns regarding this Privacy Policy or would like to make any requests, as detailed herein, please [send a message to CivicPlus Privacy](#)

Or, by writing to:

Attn: Privacy Policy Support CivicPlus, LLC  
302 S. 4th Street, STE 500  
Manhattan, KS 66502




### 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.

  
\_\_\_\_\_  
Signature

Amy Vikander  
\_\_\_\_\_  
Printed Name

3/23/2026  
\_\_\_\_\_  
Date

CivicPlus, LLC  
\_\_\_\_\_  
Company Name

Senior Vice President of Customer Success  
\_\_\_\_\_  
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**

Certificate Number:  
2026-1436659

Date Filed:  
03/23/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
CivicPlus, LLC  
Manhattan, KS United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Killeen, TX

**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.**  
N/A  
Software as a service

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 Amy Vikander, and my date of birth is 7/28/1979.

My address is 302 S 4th St, Ste. 500, Manhattan, KS, 66502, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Riley County, State of Kansas, on the 23rd day of March, 2026.  
(month) (year)



\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**AUTHORIZE A MASTER  
SOFTWARE AGREEMENT  
RENEWAL WITH CIVICPLUS**

RS-26-060

April 21, 2026

# Background

2

- The City is seeking approval to renew a *Master Services Agreement* with CivicPlus to consolidate several critical digital services
- This consolidated approach reduces reliance on multiple vendors, improves system interoperability, enhances cybersecurity through centralized management to better meet regulatory requirements and community expectations

# Background continued

3

- The proposed CivicPlus platform provides an integrated solution that includes:
  - SSL Certificate Management
  - WebSite Hosting
  - Social Media Archiving
  - SeeClickFix 311 CRM w/GIS integration (MobileApp)
  - AudioEye
  - Mass Notification/Civic Alerts

# Recommendation

- Staff recommends renewing a three-year master software agreement with Civic Plus, utilizing TIPS Contract #220105, in the amount not to exceed \$424,405 and that the City Manager or designee be expressly authorized to execute any and all change orders within the amounts set by state and local law



# City of Killeen

## Staff Report

File Number: RS-26-061

---

Consider a memorandum/resolution declaring a vacancy on the Arts Commission and appointing a new member to fill the vacancy.

**DATE:** April 21, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Judith Tangalin, Executive Director of Finance

**SUBJECT:** Arts Commission Vacancy

### **BACKGROUND AND FINDINGS:**

The City of Killeen has various citizen boards, commissions and committees that serve in an advisory capacity.

Per City of Killeen Code of Ordinances, Sec. 2-118, persons appointed to city boards, commissions or committees can be effective members only if they attend the groups' meetings regularly. In case of excessive absences, a board, commission, or committee member can be removed from office. Missing three (3) consecutive meetings or more than twenty-five (25) percent of the meetings in a twelve-month period where the board, commission, or committee meets more than four (4) times per year shall constitute excessive absences.

The procedure for removal of a member is as follows: Immediately after a member has missed three (3) consecutive meetings or more than twenty-five percent (25%) of the meetings in a twelve-month period where the board, commission, or committee meets more than four (4) times per year and the absences are not determined to be excused by the president or chair, the secretary of the board, commission, or committee shall notify the president or chair in writing. The president or chair shall notify the city manager's office with recommendations in writing within five (5) days of receiving notification. The city manager shall place the matter on the agenda for the next regularly scheduled council meeting. At that meeting, the council may declare the position vacant. If a vacancy is declared, the council shall then appoint someone to fill the vacancy as soon as sufficient time has passed to receive applications for the position. If there are applications from qualified candidates already on file, the council may appoint a new member to fill the vacancy during the same meeting.

On December 12, 2025, the Arts Commission Chairperson, Christopher Brown, submitted a letter to the City Manager's Office notifying staff that Arts Commissioner Deborah Hocutt had missed three consecutive meetings. Chairperson Brown requested that the City Council appoint a replacement for the at-large position.

**THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

Removing members and appointing new members conforms to relevant city ordinances and policies.

**Arts Commission (All Council) - *partial term***

<b>Current Member</b>	<b>Appt. Date</b>	<b>Exp. Date</b>	<b>New Member</b>	<b>Position</b>
Deborah Hocutt	October 2025	September 2028		At-Large Member

**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:**

It is recommended that the City Council declare a vacancy and appoint an individual to fill the at-large vacancy on the Arts Commission

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Vacancy Letter  
Presentation



**City of Killeen Arts Commission  
101 N. College Street  
Killeen, TX 76541**

December 12, 2025

Mr. Kent Cagle  
Killeen City Manager  
PO Box 1329  
Killeen, TX 76540

Dear Mr. Cagle,

Pursuant to Section 2-118 of the City of Killeen Code of Ordinances, I respectfully request the removal of the following commissioner from the City of Killeen Arts Commission due to excessive absences. I also request that City Council appoint a replacement at the earliest opportunity.

Commissioner Deborah Hocutt

Commissioner Hocutt was appointed by City Council on Tuesday, September 16, 2025. Commissioner Hocutt application had not been submitted to city staff prior to her appointment to the commission. She has not been sworn in nor submitted the required additional documentation. Since her appointment, Commissioner Hocutt has not attended any Arts Commission meetings despite multiple attempts by staff to engage her. On November 17, 2025, she verbally informed the Finance Executive Assistant that she was no longer interested in serving on the board; however, she has not provided written confirmation of her resignation. Her absences are listed below:

October 10, 2025

November 14, 2025

December 12, 2025

If you have any questions regarding this request, please do not hesitate to contact me.  
Sincerely,

Christopher Brown  
Chairperson  
City of Killeen Arts Commission



# ARTS COMMISSION VACANCY

RS-26-061

April 21, 2026

# Background

- ❑ The City of Killeen has various citizen boards, commissions and committees that serve in an advisory capacity
- ❑ Appointed members are expected to attend the groups' meetings regularly
- ❑ Section 2-118 of the Code of Ordinances (Declaration of position vacancy due to excessive absences) outlines the procedure for removal of a member

# Background

- In December 2025, the Arts Commission Chairperson sent a letter to the City Manager's Office notifying staff that one of the Commissioners had missed over twenty-five percent (25%) of the Commission's meetings in a twelve-month period and requested City Council declare the position vacant and assign a replacement for the position

# Board Member

4

## Arts Commission (All Council)

Current Member	Status	New Member	Comments	Termed?
Deborah Hocutt	To be removed		At-Large Member	No

# Recommendation

5

- City Council declare a vacancy and appoint an individual to fill the vacancy on the Arts Commission



# City of Killeen

## Staff Report

File Number: RS-26-062

---

Consider a memorandum/resolution appointing new members to the Board of Adjustment.

**DATE:** April 21, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Wallis Meshier, Exec. Dir. Of Dev. Serv.

**SUBJECT:** Appoint two alternate members to the Board of Adjustment

### **BACKGROUND AND FINDINGS:**

On December 2, 2025, the City Council combined four separate boards into a single Board of Adjustment. The Board consists of nine (9) regular members and two (2) alternates. On January 6, 2026, the City Council appointed nine (9) regular members to the Board of Adjustment, but no alternate members were appointed.

On January 6, 2026, the City Council appointed Jarrett Irby-Holden to the Board of Adjustment (BOA). Prior to his appointment to BOA, Mr. Jarrett Irby-Holden also served on the Zoning Board of Adjustment. Killeen Code of Ordinances Sec. 2-118 states that if a Commission member misses three (3) consecutive meetings, he/she is deemed "excessively absent".

Mr. Irby-Holden was absent from six (6) consecutive meetings, including four (4) Construction Board of Appeals Meetings in April, May, July, and August of 2025; as well as two (2) Board of Adjustment meetings in January and March of 2026.

Additionally, Mr. Glenn Birmingham submitted his resignation from the Board of Adjustment on April 5, 2026.

### **THE ALTERNATIVES CONSIDERED:**

N/A

### **Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

This item conforms with all relevant City of Killeen ordinances and policies.

### **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:**

Staff recommends that the City Council declare two vacancies and appoint four (4) citizens to the Board of Adjustment, including two (2) regular members and two (2) alternates.

**DEPARTMENTAL CLEARANCES:**

The Planning and Legal Staff have reviewed this item.

**ATTACHED SUPPORTING DOCUMENTS:**

BOA Attendance Rosters  
Presentation



## CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS FY 2025 ATTENDANCE ROSTER

Name	17-Oct	21-Nov	19-Dec	16-Jan	20-Feb	20-Mar	17-Apr	15-May	19-Jun	17-Jul	21-Aug	18-Sep	
Robert Mitchell <i>Chairman</i>	E	P	<b>NO HEARING</b>	P	P	P	P	P		P	P		
Jarret Irby-Holden <i>Vice Chairman</i>	P	E		A	A	P	A	A		A	A		
Philip Marley	P	P		P	E	P	A	A		P	P		
Josh Langley <i>Bell Co. Health District</i>	P	P		<b>NO</b>	P	P	P	P	P	<b>NO</b>	P	P	<b>NO</b>
Tracy Archer	P	E		<b>HEARING</b>	E	E	E	A	A	<b>HEARING</b>	E	A	<b>HEARING</b>
<i>Vacant</i>	E	A			A	A	N/A	N/A	N/A		N/A	N/A	
Cheddy Emile	P	P			P	P	P	P	P		P	P	
Chet Southworth (ALT)	P	P			E	P	E	P	P		P	E	
Steve Rinehart (ALT)	E	A			A	A	E	A	P		E	A	

A - denotes Absent  
P - denotes Present  
E - denotes Excused

Only the Board Chairperson (Robert Mitchell) can excuse an absence. Please make sure you reach out to Mr. Mitchell as soon as possible to inform him of your absence as the hearings will require quorum. Phone: 254-634-5541 / Email: [bmitchell@mitchellinc.net](mailto:bmitchell@mitchellinc.net). Sec. 2-118 of the Code of Ordinances missing three (3) consecutive meetings in a twelve-month period counts as excessive absences and can result in being removed from office.



## BOARD OF ADJUSTMENTS FY 2026 ATTENDANCE ROSTER

Name	16-Oct	20-Nov	18-Dec	15-Jan	19-Feb	5-Mar	19-Mar	16-Apr	21-May	18-Jun	16-Jul	20-Aug	17-Sep
Chet Southworth <i>Chairman</i>				P		P							
Kadeem Speller <i>Vice Chairman</i>				P		P							
Justin Marin <i>Construction</i>				A		A							
Philip Marley <i>Construction</i>				P	NO	P	NO						
Tracy Archer <i>Construction</i>				A	HEARING	A	HEARING						
Glenn Birmingham <i>Aviation</i>				P		P							
Ronald Blackman <i>Fire Prevention</i>				P		P							
Jarret Irby-Holden <i>At-Large</i>				A		A							
Cheddy Emile <i>At-Large</i>				A		A							
VACANT				n/a		n/a							
VACANT				n/a		n/a							

A - denotes Absent  
P - denotes Present  
E - denotes Excused  
Absence

Only the Board Chairperson (Chet Southworth) can excuse an absence. Please make sure you reach out to Mr. Southworth as soon as possible to inform him of your absence as the hearings will require quorum. Phone: 254-535-2142 / Email: chet.southworth@yahoo.com. Per the Code of Ordinances missing three (3) consecutive meetings in a twelve-month period counts as excessive absences and can result in being removed from office.



CONSIDER APPOINTMENTS  
TO THE BOARD OF  
ADJUSTMENT

RS-26-062

April 21, 2026

# Background

- On December 2, 2025, the City Council combined four separate boards into a single Board of Adjustment. The Board consists of nine (9) regular members and two (2) alternates.
- On January 6, 2026, the City Council appointed nine (9) regular members to the Board of Adjustment, but no alternate members were appointed.

# Background

- On January 6, 2026, the City Council appointed Jarrett Irby-Holden to the Board of Adjustment (BOA). Prior to his appointment to BOA, Mr. Jarrett Irby-Holden also served on the Zoning Board of Adjustment.
- Killeen Code of Ordinances Sec. 2-118 states that if a Commission member misses three (3) consecutive meetings, he/she is deemed “excessively absent”.

# Background

- Mr. Irby-Holden was absent from six (6) consecutive meetings, including four (4) Construction Board of Appeals Meetings in April, May, July, and August of 2025; as well as two (2) Board of Adjustment meetings in January and March of 2026.

# Background

5

- Additionally, Mr. Glenn Birmingham submitted his resignation from the Board of Adjustment on April 5, 2026.

# Recommendation

- Staff recommends that the City Council declare two vacancies and appoint four (4) citizens to the Board of Adjustment, including two (2) regular members and two (2) alternates.



# City of Killeen

## Staff Report

File Number: RS-26-063

---

Consider a memorandum/resolution appointing board members to the Main Street Board.

**DATE:** April 21, 2026  
**TO:** Kent Cagle, City Manager  
**FROM:** Wallis Meshier, Exec. Dir. Of Dev. Serv.  
**SUBJECT:** Appoint Members to Main Street Board

### **BACKGROUND AND FINDINGS:**

On March 24, 2026, the City Council voted to dissolve the Downtown Advisory Committee and establish a Main Street Board with two-year terms. Staff recommends establishing staggered terms to support continuity and align with Main Street best practices.

Staff recommends initial appointments in two groups: three (3) citizen members to be appointed for an initial term ending October 1, 2026; and four (4) organization members to be appointed for an initial term ending October 1, 2027.

Main Street best practices recommend structuring Board membership to support the Four-Point Approach:

- Design: graphic design, branding, or the arts;
- Organization: nonprofit and community development leaders;
- Promotion: events and marketing; and
- Economic Vitality: business and economic development leaders.

Based on these recommendations, staff recommends the following appointments to the Main Street Board:

- Toni Ringgold (Citizen Member/Downtown Business Owner - Promotion Professional)
- Josh Pemberton (Citizen Member/Downtown Business Owner - Promotion Professional)
- Daniel Watkins (Citizen Member/Downtown Business Owner - Design Professional)
- Ronnie Russell (IBCC Member - Organization and Economic Vitality Professional)
- Khandiese Cooper (Downtown Merchants Association and IBCC Member, Downtown Business Owner - Organization and Promotion Professional)
- Michelle Flores (GKCC Member - Organization and Economic Vitality Professional)
- Dustin Evans (GKCC Member/Downtown Business Owner - Organization and Economic Vitality Professional)

### **THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

Staff recommends appointing the seven (7) proposed members to the Main Street Board as presented in order to establish the Board and begin implementation of the Main Street program.

**CONFORMITY TO CITY POLICY:**

This item conforms with all relevant City of Killeen ordinances and policies.

**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:**

Staff recommends that the City Council appoint the following seven (7) members to the Main Street Board:

<b>Member</b>	<b>Category</b>	<b>Affiliation</b>	<b>Term</b>
Toni Ringold	Citizen	Downtown Business Owner	10/1/2026
Josh Pemberton	Citizen	Downtown Business Owner	10/1/2026
Daniel Watkins	Citizen	Downtown Business Owner	10/1/2026
Ronnie Russell	Organization	IBCC	10/1/2027
Khandiese Cooper	Organization	Downtown Merchant Association/IBCC/Downtown Business Owner	10/1/2027
Mimi Flores	Organization	GKCC	10/1/2027
Dustin Evans	Organization	GKCC/Southern Roots	10/1/2027

**DEPARTMENTAL CLEARANCES:**

The Planning and Legal Staff have reviewed this item.

**ATTACHED SUPPORTING DOCUMENTS:**

Presentation



CONSIDER  
APPOINTMENTS TO  
THE MAIN STREET BOARD

RS-26-063

April 21, 2026

# Background

- On March 24, 2026, the City Council voted to dissolve the Downtown Advisory Committee and establish a Main Street Board with two-year terms.
- Our contract with the Texas Main Street Program requires the City to establish a Main Street Board to maintain program eligibility.

# Background

- The makeup of the Main Street Board is as follows:
  - ▣ Three (3) citizen members; and
  - ▣ Four (4) members from any of the following organizations:
    - Killeen Arts Commission;
    - Heritage Preservation Board;
    - Fort Hood;
    - Downtown Merchants Association;
    - Hispanic-American Chamber of Commerce;
    - Innovation Black Chamber of Commerce; and
    - Greater Killeen Chamber of Commerce.

# Background

- Staff recommends establishing staggered terms to support continuity and align with Main Street best practices, with initial appointments in two groups:
  - Three (3) *citizen members* to be appointed for an initial term ending October 1, 2026; and
  - Four (4) *organizational members* to be appointed for an initial term ending October 1, 2027.

# Main Street Board

5

- Main Street best practices recommend structuring Board membership to support the implementation of the Four-Point Approach.
  - **Design** (graphic design, branding, or the arts);
  - **Organization** (nonprofit and community/business leaders);
  - **Promotion** (events and marketing); and
  - **Economic Vitality** (business and economic development leaders).

# Main Street Board

- Staff recommends the following appointments to the Main Street Board:
  1. Toni Ringold, *Citizen Member*
  2. Josh Pemberton, *Citizen Member*
  3. Daniel Watkins, *Citizen Member*
  4. Ronnie Russell, *Organization Member (IBCC)*
  5. Khandiese Cooper, *Organization Member (Downtown Merchants Association/IBCC)*
  6. Michelle “Mimi” Flores, *Organization Member (GKCC)*
  7. Dustin Evans, *Organization Member (GKCC)*

# Main Street Board

7

## □ **Toni Ringgold** – *Citizen Member*

- Previously served on the Downtown Advisory Committee
- Promotions professional
- Downtown property and business owner (Space Create Studios)
- IBCC Member
- Member of the City of Killeen TIRZ #2 Board

## □ **Josh Pemberton** – *Citizen Member*

- Downtown property and business owner (EMPWR)
- Promotions professional

# Main Street Board

8

- **Daniel Watkins** – *Citizen Member*
  - Downtown property and business owner (Yokai Society Tattoo)
  - Design professional
  
- **Ronnie Russell** – *Organizational Member (IBCC)*
  - President of the Innovation Black Chamber of Commerce (IBCC)
  - Organization and Economic Vitality professional

# Main Street Board

9

## □ **Khandiese Cooper** – *Organization Member*

*(Downtown Merchant Association & IBCC)*

- President of the Downtown Merchants Association
- IBCC Member
- Previously served on the Downtown Advisory Committee
- Downtown property and business owner (Khanetic Images)
- Member of Killeen Planning & Zoning Commission
- Organization and Promotion professional

# Main Street Board

10

- **Michelle “Mimi” Flores – Organization Member**  
*(GKCC staff)*
  - Vice President of Chamber Services for the Greater Killeen Chamber of Commerce
  - Organization and Economic Vitality professional

# Main Street Board

11

- **Dustin Evans** – *Organization Member*  
(*GKCC Member*)
  - Downtown property and business owner (Southern Roots)
  - Member of Greater Killeen Chamber of Commerce
  - Member of the Killeen Public Policy Council
  - Member of the Texas Craft Brewers Guild
  - Organization and Economic Vitality professional

# Main Street Board

- Staff from the Texas Historical Commission (THC) are scheduled to be in Killeen on May 13<sup>th</sup> to provide in-person training for the new Board members.
- The First Lady of Texas will be in Killeen on May 27<sup>th</sup> to celebrate our acceptance into the Main Street Program. The Main Street Board will be integral to this event.

# Recommendation

- Staff recommends that the City Council appoint the following seven (7) members to the Main Street Board:

Member	Category	Affiliation	Term
Toni Ringold	Citizen	Downtown Business Owner/ IBCC	10/1/2026
Josh Pemberton	Citizen	Downtown Business Owner	10/1/2026
Daniel Watkins	Citizen	Downtown Business Owner	10/1/2026
Ronnie Russell	Organization	IBCC	10/1/2027
Khandiese Cooper	Organization	Downtown Merchants Association/ IBCC/Downtown Business Owner	10/1/2027
Mimi Flores	Organization	GKCC	10/1/2027
Dustin Evans	Organization	GKCC/Downtown Business Owner	10/1/2027



# City of Killeen

## Staff Report

File Number: RS-26-064

---

Consider a memorandum/resolution approving the appointment of an Executive Director of Public Works.

**DATE:** April 21, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Kate McDaniel, Executive Director of Human Resources

**SUBJECT:** Appointment of Executive Director of Public Works

### **BACKGROUND AND FINDINGS:**

On October 1, 2025, the position of Executive Director of Public Works became vacant. The City advertised for and received twenty-one (21) applications from candidates who met the minimum qualifications for the position. The City interviewed four (4) finalists.

Mr. Cagle extended a conditional job offer to Ms. Kristina Ramirez. Ms. Ramirez has more than seventeen (17) years of experience in public service, serving in the cities of Killeen and Harker Heights, Texas. While with these cities, she served in roles such as Director of Environmental Services, Assistant Director of Public Works, Director of Planning and Development, and most recently City Engineer.

Ms. Ramirez received her Bachelor of Science in Civil Engineering from Texas A&M University. She is a Texas Registered Professional Engineer and Certified Floodplain Manager, and Ms. Ramirez became a Certified Public Manager through Sam Houston State University in June of 2018.

Ms. Ramirez's offer of employment beginning June 15, 2026, is conditioned upon confirmation by the Killeen City Council.

### **THE ALTERNATIVES CONSIDERED:**

N/A

### **Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

This action conforms to city policy. Executive director appointments are subject to approval by the City Council pursuant to Section 29 of the City Charter.

**FINANCIAL IMPACT:**

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

The annual base salary of the position is \$170,000, plus a \$3,000 annual car allowance, and associated benefits. The prorated amount through the end of the fiscal year 2026 is estimated at \$63,461, salary and benefits.

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

This is a recurring expenditure.

**Is this revenue/expenditure budgeted?**

Yes, funds are available in the General Fund Public Works salary and benefits accounts 100-51110-400-401-000000 thru 100-51700-400-401-000000.

**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 recommends the City Council approve the City Manager's appointment of Ms. Kristina Ramirez as the City of Killeen's Executive Director of Public Works.

**DEPARTMENTAL CLEARANCES:**

City Manager  
City Attorney's Office  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Resume  
Presentation

# **Kristina M. Ramirez, PE, CPM, CFM**

---

## **Summary**

- Certified Public Manager with over 17 years of professional local government experience.
- Over 30 years of progressive experience in the Public Works profession.
- Applicable expertise in the following areas: Communicating with Stakeholders; Regulatory Compliance; & Work Force Development.

## **Relevant Experience**

### **City Engineer for Harker Heights, TX**

July 2024 to Present

Population: 36,067. Full-time employees: 0; 0 divisions.

- Plan, develop, manage, and implement the City's Capital Improvement Programs & Regulatory Compliance Projects.
- Continued the responsibilities of the Assistant Public Works Director (APWD) with the exception of operations & maintenance.

### **Planning & Development Director for Harker Heights, TX**

November 2020 to July 2024

Population: 35,263. Full-time employees: 10; 3 divisions.

- Manage activity & permitting related to all phases of development & regulatory compliance.
- Continued the responsibilities of the APWD with the exception of operations & maintenance.

### **Assistant Public Works Director for Harker Heights, TX**

October 2019 to November 2020

Population: 33,090. Full-time employees: 36; 5 divisions.

- Manage the operation, maintenance, and regulatory compliance of the City's water, wastewater, streets & drainage, traffic, and maintenance divisions.
- Provided technical assistance to the Building Official in evaluation of development within and adjacent to special flood hazard areas (SFHAs).
- Assists the City's Fire Chief with hazard identification, response, and mitigation.
- Evaluate, permit, and inspect public and private engineering designs, construction & permits for compliance with local, state, and federal regulations.

### **Director of Environmental Services/Drainage Engineer for Killeen, TX**

June 2008 to October 2019

Population: 149,103. Full-time employees: 60; 3 divisions.

- Developed, planned, directed, and coordinated the implementation of the City's environmental programs, right of way maintenance, and drainage utility.
- Worked with local developers, engineers, and other City staff to maintain SFHAs, and revise our flood hazard maps as necessary.
- Managed a successful Severe Repetitive Loss Grant project.
- Evaluated, permitted & inspected public and private engineering designs, construction & permits for compliance with local, state, and federal regulations.

### **Project Manager/Design Engineer, Bury + Partners Inc., TX**

October 2004 to May 2008

- Provided design, regulatory permitting, and construction services for public water, wastewater, drainage, and transportation projects.
- Provided design, regulatory permitting, and construction services for private developments.

# **Kristina M. Ramirez, PE, CPM, CFM (cont.)**

Engineer-in-Training/ CAD Drafter, The Wallace Group, TX

May 1999 to October 2004

- Provided drafting, design, regulatory permitting, and construction services for public water, wastewater, drainage, and transportation projects.

Student Worker, Kansas Department of Transportation, KS

May 1994 to August 1997

- Conducted asphalt and concrete construction testing and inspection services.
- Inspected, evaluated, and ranked bridges for maintenance and replacement program.

## **Education**

Bachelor of Science - Civil Engineering: Texas A&M University, College Station, TX; May 2002.

Associates of Science - Engineering Technology: Central Texas College, Killeen, TX; May 1999.

### Licenses & Certifications:

- Texas Registered Professional Engineer #98360
- Certified Floodplain Manager #1468-08N
- Certified Public Manager: State of Texas & Sam Houston State University; June 2018.

## **Professional Affiliations**

### Central Texas Council of Governments/ KTMPO:

- Transportation Advisory Committee Member since 2020

### CENTEX Sustainable Communities Partnership:

- Past Staff Committee Chair and Current Municipal Member

### Stormwater

- Lower Brazos Regional Flood Planning Group Board Representing Large Municipalities (2025-2027)
- Founding/ Current member of the Nolan Creek Flood Plan & Watershed Protection Plan committees
- Founding Stakeholder of the Lampasas River Watershed Protection Plan committee

### American Public Works Association (APWA):

- Region VII Director on the National Board (2024-Present)
- 2020-2021 FEMA Resource Typing Committee member
- 2018 Representative to the National Association of Flood and Stormwater Management Agencies (NAFSMA) Flood Risk Resiliency Roundtable
- 2015-2019 Water Resources Management Committee Voting Member and Past Chair

### Texas Chapter of APWA:

- Current instructor for the Public Works Institute of Texas on Environmental, Regulatory Compliance and Public Information/Media
- 2016, 2017, 2020, & 2021 Texas Municipal League Board Member - Public Works
- 2005-2016 State and Local leadership positions to include President of each

### ICMA's Local Government Hispanic Network (LGHN/ previously IHN):

- Panelist on Workforce Development and Latinas Leading Government (2025 and 2019 respectfully)

### Texas Society of Professional Engineers (TSPE):

- Central Texas Chapter Engineer of the Year (February 2019)



APPOINTMENT OF AN  
EXECUTIVE DIRECTOR OF  
PUBLIC WORKS

RS-26-064

April 21, 2026

# Background

2

- Executive Director of Public Works vacancy
  - ▣ October 1, 2025
- Recruitment
  - ▣ Job posting
    - Posted on the City website, TML's job board and SGR's job board
  - ▣ Applicants
    - Received 21 qualified applications
    - Interviewed 4 applicants

# Candidate Information

- The City Manager selected Ms. Kristina Ramirez as the Executive Director of Public Works.
- Ms. Ramirez has more than seventeen (17) year of experience in public service, serving in the cities of Killeen and Harker Heights.
- Ms. Ramirez received her Bachelor of Science in Civil Engineering from Texas A&M University. She is a Texas Registered Professional Engineer and Certified Floodplain Manager and became a Certified Public Manager through Sam Houston State University in June of 2018.

# Staff Recommendation

4

Staff recommends that the City Council approve the City Manager's appointment of Ms. Kristina Ramirez as the City of Killeen's Executive Director of Public Works effective June 15, 2026.



# City of Killeen

## Staff Report

File Number: RS-26-065

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Consider a memorandum/resolution approving the appointment of an Interim City Manager.

**DATE:** April 21, 2026  
**TO:** Kent Cagle, City Manager  
**FROM:** Kate McDaniel, Executive Director of Human Resources  
**SUBJECT:** Appointment of an Interim City Manager

### **BACKGROUND AND FINDINGS:**

City Manager, James "Kent" Cagle announced his retirement from the position of City Manager for the City of Killeen effective May 29, 2026.

It is anticipated that the position of the City Manager will remain vacant until such time as a permanent City Manager is appointed. During this time, an Interim City Manager is necessary to carry out the duties of the office of the City Manager.

The Killeen City Council will consider the appointment of an Interim City Manager as follows:

Ms. Lauren Wilson, Assistant City Manager, to serve as Interim City Manager beginning May 30, 2026, and ending June 14, 2026, as well as June 20, 2026, ending June 29, 2026.

Mr. James "Kent" Cagle to serve as Interim City Manager for a period of 20 weeks beginning June 15, 2026, and ending June 19, 2026, as well as from June 29, 2026, until his agreement terminates, but not to exceed 1,000 working hours.

Mr. Jeffrey Reynolds, Assistant City Manager, to serve as Interim City Manager upon termination of Mr. Cagle's agreement until a permanent City Manager is appointed by the Killeen City Council.

### **THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

This action conforms to city policy.

**FINANCIAL IMPACT:**

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

Both Ms. Wilson and Mr. Reynolds will receive a 10% increase in base pay for the period during which they serve as Interim City Manager.

The cost of the Interim City Manager agreement with Mr. Cagle will be \$120,000.00 unless extended by amendment.

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

This is a one-time expenditure.

**Is this revenue/expenditure budgeted?**

Yes, funds are available in the General Fund City Manager salary and benefits accounts 100-51110-120-121-000000 through 100-51700-120-121-000000.

**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:**

The recommendation is that the Killeen City Council appoints an Interim City Manager until a permanent City Manager is appointed.

**DEPARTMENTAL CLEARANCES:**

City Manager  
City Attorney's Office  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement  
Presentation



# APPOINTMENT OF AN INTERIM CITY MANAGER

RS-26-065

April 21, 2026

# Background

- City Manager, Mr. Kent Cagle, announced his retirement effective May 29, 2026.
- April 7, 2026, City Council gave staff a motion of direction to provide a list of executive search firms for consideration in the recruitment of the next City Manager
- An interim appointment can be considered until a new City Manager is selected

# For Consideration

3

- Ms. Lauren Wilson, Assistant City Manager
  - Serve as Interim City Manager May 30, 2026 – June 14, 2026, and June 20, 2026 – June 28, 2026
- Mr. Kent Cagle
  - Serve as Interim City Manager June 15, 2026 – June 19, 2026, and June 29, 2026, until his proposed agreement terminates, but not to exceed 1,000 working hours
- Mr. Jeffrey Reynolds, Assistant City Manager
  - Serve as Interim City Manager upon termination of Mr. Cagle's agreement until a permanent City Manager is appointed

# Staff Recommendation

4

Staff recommends that the City Council appoint and Interim City Manager until a permanent City Manager is appointed.



# City of Killeen

## Staff Report

File Number: PH-26-015

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Hold a public hearing and consider an ordinance amending the Fiscal Year 2026 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple funds.

**DATE:** April 21, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Judith Tangalin, Executive Director of Finance

**SUBJECT:** Fiscal Year 2026 Budget Amendment

### **BACKGROUND AND FINDINGS:**

Per the City's Financial Governance Policies, Section V. Budget Administration (B)(1), **City Council may amend or change the budget by ordinance.** Additionally, Article V, Section 56 of the City Charter requires a **public hearing** before finalizing any budget amendments that add or increase appropriations.

This budget amendment revises the FY 2026 Annual Budget to increase revenue and expenditure accounts across multiple funds, as reflected in the attached ordinance. The amendment includes **appropriating one-time uses of excess General Fund balance in accordance with City Council direction on March 24, 2026**, including the transfer of **excess fund balance above the 22% target from the General Fund and Aviation Fund** to their respective Capital Improvement Program (CIP) funds in accordance with the Financial Governance Policy.

The amendment also includes a limited number of routine adjustments, including transfers between departments to accommodate approved position reclassifications, as well as grant-related and accounting-related items.

The required Notice of Public Hearing was published in the local newspaper on April 16, 2026.

### **THE ALTERNATIVES CONSIDERED:**

Click or tap here to enter text.

**Which alternative is recommended? Why?**

Click or tap here to enter text.

### **CONFORMITY TO CITY POLICY:**

This action conforms to the City Charter and the City’s Financial Governance Policies, which authorize City Council to amend the Annual Budget by ordinance following a public hearing. The proposed amendment ensures that appropriations reflected in the attached ordinance are properly aligned with approved expenditures, funding sources, and accounting requirements for FY 2026.

**FINANCIAL IMPACT:**

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

The proposed amendment increases FY 2026 revenues and expenditures across multiple funds. The financial impact is summarized below by fund and distinguishes between non-grant-related and grant-related appropriations.

<b>Non-Grant Related Appropriations</b>	<b>Revenues</b>	<b>Expenditures</b>
General Fund	\$0	\$3,297,571
Certificates of Obligation 2025-Golf	2,975,099	2,975,099
Governmental CIP	2,603,899	2,603,899
Aviation Enterprise	0	1,328,029
Opioid Settlement	41,376	41,376
Aviation CFC	0	18,000
Golf Course Enterprise	0	6,970
Aviation CIP	1,328,029	0
<b>Subtotal</b>	<b>\$6,948,403</b>	<b>\$10,270,944</b>

<b>Grant Related Appropriations</b>	<b>Revenues</b>	<b>Expenditures</b>
Aviation AIP Grants	\$178,750	\$178,750
Community Development	61,563	61,563
<b>Subtotal</b>	<b>\$240,313</b>	<b>\$240,313</b>

**Total    \$7,188,716    \$10,511,257**

For non-grant-related funds, the amendment reflects an increase of **\$6,948,403 in revenues** and **\$10,270,944 in expenditures**, primarily related to one-time uses of excess fund balance, capital project funding, and routine operational adjustments. The difference of **\$3,322,541** between revenues and expenditures is supported by available fund balance and interfund transfers. These increases are further supported by restricted revenues and approved financing. Grant-related appropriations increase both revenues and expenditures by **\$240,313**, reflecting the timing and recognition of grant-funded activities within Aviation and Community Development programs. In total, the amendment increases revenues by **\$7,188,716** and expenditures by **\$10,511,257**.

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

One-time

**Is this revenue/expenditure budgeted?**

Upon approval of the attached ordinance amending the FY 2026 Annual Budget

**If not, where will the money come from?**

N/A

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

Upon approval of the attached ordinance amending the FY 2026 Annual Budget

**RECOMMENDATION:**

City Council approve the ordinance amending the FY 2026 Annual Budget.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance  
Presentation

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2026 ANNUAL BUDGET OF THE CITY OF KILLEEN TO INCREASE REVENUE AND EXPENSE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2025 to September 30, 2026, has been adopted by City Council in accordance with the City Charter; and

**WHEREAS**, it is the desire of the Killeen City Council to amend the FY 2026 Annual Budget; and

**WHEREAS**, the budget amendment requires City Council approval;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:**

**SECTION 1.** That Ordinance 25-049, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2025 to September 30, 2026, be amended as to the portion of said budget as follows:

**Revenues:**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
210-43100-500-520-412400	Federal Grant/Reimbursement		\$ 748,089
	Recognition of CDBG revenue in FY 2026 with a corresponding appropriation to establish budget in the applicable activity account, allowing funds to be available for cancellation and reprogramming in a future budget cycle.	49,658	
	<b>Budget Change Sub-total</b>	49,658	
	<b>Account Sub-total</b>		797,747
210-43100-500-520-412500	Federal Grant/Reimbursement		\$ 732,455
	Appropriating funds to correct revenue and expenditure budgets and reconcile with FY 2024–25 CDBG grant funds in the U.S. Treasury system.	11,905	
	<b>Budget Change Sub-total</b>	11,905	
	<b>Account Sub-total</b>		744,360

**Revenues (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
213-43200-500-501-299604	State Grant Reimbursement		\$ 20,000
	Opioid Abatement Settlement revenue and corresponding program expenditures allocated in the Opioid Settlement Fund, planned for council June 16, 2026.	41,376	
	<b>Budget Change Sub-total</b>	41,376	
	<b>Account Sub-total</b>		61,376
<b> </b>			
300-49100-900-990-000000	Transfer from Fund 100		\$ 3,481,000
	Transfer of excess fund balance above 22% to capital improvement funds per Financial Governance Policy.	2,603,899	
	<b>Budget Change Sub-total</b>	2,603,899	
	<b>Account Sub-total</b>		6,084,899
<b> </b>			
331-49307-990-990-000000	Transfer from Fund 307		\$ -
	Transfer of the Golf Course Renovation CIP project from Fund 307 (CO Series 2025) to Fund 331 (CO Series 2025 – Golf Course) to align with proper fund accounting and project tracking.	2,975,099	
	<b>Budget Change Sub-total</b>	2,975,099	
	<b>Account Sub-total</b>		2,975,099
<b> </b>			
340-49525-900-990-000000	Transfer from Fund 525		\$ 371,143
	Transfer of excess fund balance above 22% to capital improvement funds per Financial Governance Policy.	1,328,029	
	<b>Budget Change Sub-total</b>	1,328,029	
	<b>Account Sub-total</b>		1,699,172
<b> </b>			

**Revenues (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
341-43100-900-600-926042	Federal Grant/Reimbursement		\$ -
	Appropriating funds in the Aviation AIP Grant Fund for a design-build agreement with Synergy Commercial Construction for the construction of two box hangars at Skylark Field Airport, pursuant to Resolution No. 26-040R.	178,750	
	<b>Budget Change Sub-total</b>	178,750	
	<b>Account Sub-total</b>		178,750
	<b>REVENUES TOTAL</b>	<b>\$ 7,188,716</b>	<b>\$ 12,541,403</b>

**Expenditures:**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
100-51110-160-162-000000	Salaries		\$ 773,450
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	35,362	
	<b>Budget Change Sub-total</b>	35,362	
	<b>Account Sub-total</b>		808,812
100-51110-400-403-000000	Salaries		\$ 2,262,549
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	(35,362)	
	<b>Budget Change Sub-total</b>	(35,362)	
	<b>Account Sub-total</b>		2,227,187
100-51510-160-162-000000	Insurance - Medical		\$ 32,637
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	6,487	
	<b>Budget Change Sub-total</b>	6,487	
	<b>Account Sub-total</b>		39,124

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
100-51510-400-403-000000	Insurance - Medical		\$ 303,344
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	(6,487)	
	<b>Budget Change Sub-total</b>	(6,487)	
	<b>Account Sub-total</b>		296,857
100-51515-160-162-000000	Insurance - Dental		\$ 3,280
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	305	
	<b>Budget Change Sub-total</b>	305	
	<b>Account Sub-total</b>		3,585
100-51515-400-403-000000	Insurance - Dental		\$ 15,753
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	(305)	
	<b>Budget Change Sub-total</b>	(305)	
	<b>Account Sub-total</b>		15,448
100-51520-160-162-000000	Insurance - Life		\$ 238
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	22	
	<b>Budget Change Sub-total</b>	22	
	<b>Account Sub-total</b>		260
100-51520-400-403-000000	Insurance - Life		\$ 1,145
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	(22)	
	<b>Budget Change Sub-total</b>	(22)	
	<b>Account Sub-total</b>		1,123

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
100-51610-160-162-000000	Medicare		\$ 11,289
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	5,000	
	<b>Budget Change Sub-total</b>	5,000	
	<b>Account Sub-total</b>		16,289
100-51610-400-403-000000	Medicare		\$ 33,633
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	(5,000)	
	<b>Budget Change Sub-total</b>	(5,000)	
	<b>Account Sub-total</b>		28,633
100-51620-160-162-000000	Social Security		\$ 48,268
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	2,192	
	<b>Budget Change Sub-total</b>	2,192	
	<b>Account Sub-total</b>		50,460
100-51620-400-403-000000	Social Security		\$ 143,807
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	(2,192)	
	<b>Budget Change Sub-total</b>	(2,192)	
	<b>Account Sub-total</b>		141,615
100-51630-160-162-000000	Retirement - TMRS		\$ 114,440
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	513	
	<b>Budget Change Sub-total</b>	513	
	<b>Account Sub-total</b>		114,953

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
100-51630-400-403-000000	Retirement - TMRS		\$ 340,961
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	(513)	
	<b>Budget Change Sub-total</b>	(513)	
	<b>Account Sub-total</b>		340,448
100-51700-160-162-000000	Workers Compensation		\$ 767
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	552	
	<b>Budget Change Sub-total</b>	552	
	<b>Account Sub-total</b>		1,319
100-51700-400-403-000000	Workers Compensation		\$ 33,046
	Per approved position reclassification, one FTE is moved from Transportation to Accounting within the General Fund and the associated salary budget is moved.	(552)	
	<b>Budget Change Sub-total</b>	(552)	
	<b>Account Sub-total</b>		32,494
100-53110-300-309-000000	RM-Building (Sr. Center Roof)		\$ 18,000
	Appropriate one time uses of excess general fund balance per City Council motion of direction given 3/24/2026.	155,672	
	<b>Budget Change Sub-total</b>	155,672	
	<b>Account Sub-total</b>		173,672
100-53415-300-306-000000	RM-Infrastructure (Playground)		\$ 70,000
	Appropriate one time uses of excess general fund balance per City Council motion of direction given 3/24/2026.	73,000	
	<b>Budget Change Sub-total</b>	73,000	
	<b>Account Sub-total</b>		143,000

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
100-55116-700-705-000000	Killeen Economic Development Corp		\$ 522,473
	Appropriate one time uses of excess general fund balance per City Council motion of direction given 3/24/2026.	215,000	
	<b>Budget Change Sub-total</b>	215,000	
	<b>Account Sub-total</b>		737,473
<b> </b>			
100-55125-700-705-000000	Innovation Black Chamber of Commerce		\$ -
	Appropriate one time uses of excess general fund balance per City Council motion of direction given 3/24/2026.	50,000	
	<b>Budget Change Sub-total</b>	50,000	
	<b>Account Sub-total</b>		50,000
<b> </b>			
100-55600-190-192-000000	Contract Labor (Abatements)		\$ 171,500
	Appropriate one time uses of excess general fund balance per City Council motion of direction given 3/24/2026.	200,000	
	<b>Budget Change Sub-total</b>	200,000	
	<b>Account Sub-total</b>		371,500
<b> </b>			
100-59300-700-701-000000	Transfer to Fund 300		\$ 3,481,000
	Transfer of excess fund balance above 22% to capital improvement funds per Financial Governance Policy.	2,603,899	
	<b>Budget Change Sub-total</b>	2,603,899	
	<b>Account Sub-total</b>		6,084,899
<b> </b>			
210-55124-500-520-412438	Programs		\$ -
	Recognition of CDBG revenue in FY 2026 with a corresponding appropriation to establish budget in the applicable activity account, allowing funds to be available for cancellation and reprogramming in a future budget cycle.	49,658	
	<b>Budget Change Sub-total</b>	49,658	
	<b>Account Sub-total</b>		49,658
<b> </b>			

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
210-55124-500-520-412500	Programs		\$ 4,622
	Appropriating funds to correct revenue and expenditure budgets and reconcile with FY 2024–25 CDBG grant funds in the U.S. Treasury system.	11,905	
	<b>Budget Change Sub-total</b>	11,905	
	<b>Account Sub-total</b>		16,527
213-55124-500-501-630002	Programs		\$ 144,618
	Opioid Abatement Settlement revenue and corresponding program expenditures allocated in the Opioid Settlement Fund, planned for council June 16, 2026.	41,376	
	<b>Budget Change Sub-total</b>	41,376	
	<b>Account Sub-total</b>		185,994
300-56110-900-160-926049	Capital-Building (Court Upgrade)		\$ -
	Appropriate one time capital project uses of excess general fund balance per City Council motion of direction given 3/24/2026.	550,000	
	<b>Budget Change Sub-total</b>	550,000	
	<b>Account Sub-total</b>		550,000
300-56415-900-190-926048	Capital-Infrastructure (Solar Lighting)		\$ -
	Appropriate one time capital project uses of excess general fund balance per City Council motion of direction given 3/24/2026.	600,000	
	<b>Budget Change Sub-total</b>	600,000	
	<b>Account Sub-total</b>		600,000

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
300-56810-900-700-000000	Contingency		\$ 735,000
	Appropriate one time capital project uses of excess general fund balance per City Council motion of direction given 3/24/2026.	1,453,899	
	<b>Budget Change Sub-total</b>	1,453,899	
	<b>Account Sub-total</b>		2,188,899
<b> </b>			
307-56200-900-300-924006	Capital-Design/Engineering		\$ 10,099
	Transfer of the Golf Course Renovation CIP project from Fund 307 (CO Series 2025) to Fund 331 (CO Series 2025 – Golf Course) to align with proper fund accounting and project tracking.	(10,099)	
	<b>Budget Change Sub-total</b>	(10,099)	
	<b>Account Sub-total</b>		-
<b> </b>			
307-56201-900-300-924006	Capital-Construction		\$ 2,965,000
	Transfer of the Golf Course Renovation CIP project from Fund 307 (CO Series 2025) to Fund 331 (CO Series 2025 – Golf Course) to align with proper fund accounting and project tracking.	(2,965,000)	
	<b>Budget Change Sub-total</b>	(2,965,000)	
	<b>Account Sub-total</b>		-
<b> </b>			
307-59331-990-990-000000	Transfer to Fund 331		\$ -
	Transfer of the Golf Course Renovation CIP project from Fund 307 (CO Series 2025) to Fund 331 (CO Series 2025 – Golf Course) to align with proper fund accounting and project tracking.	2,975,099	
	<b>Budget Change Sub-total</b>	2,975,099	
	<b>Account Sub-total</b>		2,975,099
<b> </b>			

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
331-56200-900-300-924006	Capital-Design/Engineering		\$ -
	Transfer of the Golf Course Renovation CIP project from Fund 307 (CO Series 2025) to Fund 331 (CO Series 2025 – Golf Course) to align with proper fund accounting and project tracking.	10,099	
	<b>Budget Change Sub-total</b>	10,099	
	<b>Account Sub-total</b>		10,099
331-56201-900-300-924006	Capital-Construction		\$ -
	Transfer of the Golf Course Renovation CIP project from Fund 307 (CO Series 2025) to Fund 331 (CO Series 2025 – Golf Course) to align with proper fund accounting and project tracking.	2,965,000	
	<b>Budget Change Sub-total</b>	2,965,000	
	<b>Account Sub-total</b>		2,965,000
341-56201-900-605-926042	Construction		\$ -
	Appropriating funds in the Aviation AIP Grant Fund for a design-build agreement with Synergy Commercial Construction for the construction of two box hangars at Skylark Field Airport, pursuant to Resolution No. 26-040R.	178,750	
	<b>Budget Change Sub-total</b>	178,750	
	<b>Account Sub-total</b>		178,750
342-54220-900-604-000000	Consulting		\$ -
	Appropriating funds in the CFC Fund for consulting services in support of airport development initiatives, consistent with the authorized use of Customer Facility Charges pursuant to Resolution No. RS-18-094.	18,000	
	<b>Budget Change Sub-total</b>	18,000	
	<b>Account Sub-total</b>		18,000

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
525-59340-990-990-000000	Transfer to Fund 340		\$ 371,143
	Transfer of excess fund balance above 22% to capital improvement funds per Financial Governance Policy.	1,328,029	
	<b>Budget Change Sub-total</b>	1,328,029	
	<b>Account Sub-total</b>		1,699,172
<b> </b>			
530-53110-300-304-000000	RM-Building		\$ 10,418
	Appropriating funds in the Golf Course Fund to replace a damaged structural column at the clubhouse.	6,970	
	<b>Budget Change Sub-total</b>	6,970	
	<b>Account Sub-total</b>		17,388
<b> </b>			
550-51110-400-404-000000	Salaries		\$ 1,793,232
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	286,715	
	<b>Budget Change Sub-total</b>	286,715	
	<b>Account Sub-total</b>		2,079,947
<b> </b>			
550-51110-450-451-000000	Salaries		\$ 1,519,936
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(286,715)	
	<b>Budget Change Sub-total</b>	(286,715)	
	<b>Account Sub-total</b>		1,233,221
<b> </b>			

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
550-51150-400-404-000000	Longevity Pay		\$ 20,010
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	5,784	
	<b>Budget Change Sub-total</b>	5,784	
	<b>Account Sub-total</b>		25,794
<b> </b>			
550-51150-450-451-000000	Longevity Pay		\$ 25,125
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(5,784)	
	<b>Budget Change Sub-total</b>	(5,784)	
	<b>Account Sub-total</b>		19,341
<b> </b>			
550-51170-400-404-000000	Bilingual Pay		\$ 2,700
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	1,200	
	<b>Budget Change Sub-total</b>	1,200	
	<b>Account Sub-total</b>		3,900
<b> </b>			
550-51170-450-451-000000	Bilingual Pay		\$ 1,200
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(1,200)	
	<b>Budget Change Sub-total</b>	(1,200)	
	<b>Account Sub-total</b>		-
<b> </b>			

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
550-51510-400-404-000000	Insurance - Medical		\$ 238,069
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	39,179	
	<b>Budget Change Sub-total</b>	39,179	
	<b>Account Sub-total</b>		277,248
<b> </b>			
550-51510-450-451-000000	Insurance - Medical		\$ 142,355
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(39,179)	
	<b>Budget Change Sub-total</b>	(39,179)	
	<b>Account Sub-total</b>		103,176
<b> </b>			
550-51515-400-404-000000	Insurance - Dental		\$ 11,056
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	1,883	
	<b>Budget Change Sub-total</b>	1,883	
	<b>Account Sub-total</b>		12,939
<b> </b>			
550-51515-450-451-000000	Insurance - Dental		\$ 6,765
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(1,883)	
	<b>Budget Change Sub-total</b>	(1,883)	
	<b>Account Sub-total</b>		4,882

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
550-51520-400-404-000000	Insurance - Life		\$ 821
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	130	
	<b>Budget Change Sub-total</b>	130	
	<b>Account Sub-total</b>		951
<b> </b>			
550-51520-450-451-000000	Insurance - Life		\$ 454
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(130)	
	<b>Budget Change Sub-total</b>	(130)	
	<b>Account Sub-total</b>		324
<b> </b>			
550-51610-400-404-000000	Medicare		\$ 29,010
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	4,259	
	<b>Budget Change Sub-total</b>	4,259	
	<b>Account Sub-total</b>		33,269
<b> </b>			
550-51610-450-451-000000	Medicare		\$ 22,495
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(4,259)	
	<b>Budget Change Sub-total</b>	(4,259)	
	<b>Account Sub-total</b>		18,236
<b> </b>			

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
550-51620-400-404-000000	Social Security		\$ 124,040
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	18,209	
	<b>Budget Change Sub-total</b>	18,209	
	<b>Account Sub-total</b>		142,249
550-51620-450-451-000000	Social Security		\$ 96,185
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(18,209)	
	<b>Budget Change Sub-total</b>	(18,209)	
	<b>Account Sub-total</b>		77,976
550-51630-400-404-000000	Retirement - TMRS		\$ 294,093
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	43,174	
	<b>Budget Change Sub-total</b>	43,174	
	<b>Account Sub-total</b>		337,267
550-51630-450-451-000000	Retirement - TMRS		\$ 228,050
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(43,174)	
	<b>Budget Change Sub-total</b>	(43,174)	
	<b>Account Sub-total</b>		184,876

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
550-51700-400-404-000000	Workers Compensation		\$ 20,938
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	3,172	
	<b>Budget Change Sub-total</b>	3,172	
	<b>Account Sub-total</b>		24,110
550-51700-450-451-000000	Workers Compensation		\$ 4,778
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(3,172)	
	<b>Budget Change Sub-total</b>	(3,172)	
	<b>Account Sub-total</b>		1,606
550-52100-400-404-000000	Supply-Non- Categorized		\$ 34,548
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	1,300	
	<b>Budget Change Sub-total</b>	1,300	
	<b>Account Sub-total</b>		35,848
550-52100-450-451-000000	Supply-Non- Categorized		\$ 4,600
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(1,300)	
	<b>Budget Change Sub-total</b>	(1,300)	
	<b>Account Sub-total</b>		3,300

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
550-52140-400-404-000000	Office		\$ 8,178
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	250	
	<b>Budget Change Sub-total</b>	250	
	<b>Account Sub-total</b>		8,428
<b> </b>			
550-52140-450-451-000000	Office		\$ 5,795
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(250)	
	<b>Budget Change Sub-total</b>	(250)	
	<b>Account Sub-total</b>		5,545
<b> </b>			
550-52145-400-404-000000	Public Outreach		\$ 21,525
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	700	
	<b>Budget Change Sub-total</b>	700	
	<b>Account Sub-total</b>		22,225
<b> </b>			
550-52145-450-451-000000	Public Outreach		\$ 1,150
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(700)	
	<b>Budget Change Sub-total</b>	(700)	
	<b>Account Sub-total</b>		450
<b> </b>			

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
550-52150-400-404-000000	Uniforms and Clothing		\$ 40,427
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	3,000	
	<b>Budget Change Sub-total</b>	3,000	
	<b>Account Sub-total</b>		43,427
550-52150-450-451-000000	Uniforms and Clothing		\$ 6,900
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(3,000)	
	<b>Budget Change Sub-total</b>	(3,000)	
	<b>Account Sub-total</b>		3,900
550-53315-400-404-000000	Equipment & Machinery		\$ 163,040
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	255	
	<b>Budget Change Sub-total</b>	255	
	<b>Account Sub-total</b>		163,295
550-53315-450-451-000000	Equipment and Machinery		\$ 3,255
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(255)	
	<b>Budget Change Sub-total</b>	(255)	
	<b>Account Sub-total</b>		3,000

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
550-53800-400-404-000000	Motor Vehicle		\$ 36,192
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	500	
	<b>Budget Change Sub-total</b>	500	
	<b>Account Sub-total</b>		36,692
550-53800-450-451-000000	Motor Vehicle		\$ 9,320
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(500)	
	<b>Budget Change Sub-total</b>	(500)	
	<b>Account Sub-total</b>		8,820
550-54250-400-404-000000	Professional Services		\$ 281,667
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	22,000	
	<b>Budget Change Sub-total</b>	22,000	
	<b>Account Sub-total</b>		303,667
550-54250-450-451-000000	Professional Services		\$ 92,000
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(22,000)	
	<b>Budget Change Sub-total</b>	(22,000)	
	<b>Account Sub-total</b>		70,000

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
550-54300-400-404-000000	Software Subscription		\$ -
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	12,000	
	<b>Budget Change Sub-total</b>	12,000	
	<b>Account Sub-total</b>		12,000
550-54300-450-451-000000	Software Subscription		\$ 12,000
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(12,000)	
	<b>Budget Change Sub-total</b>	(12,000)	
	<b>Account Sub-total</b>		-
550-54310-400-404-000000	Training and Travel		\$ 35,002
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	5,400	
	<b>Budget Change Sub-total</b>	5,400	
	<b>Account Sub-total</b>		40,402
550-54310-450-451-000000	Training and Travel		\$ 25,100
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(5,400)	
	<b>Budget Change Sub-total</b>	(5,400)	
	<b>Account Sub-total</b>		19,700

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
550-54315-400-404-000000	Membership and Subscriptions		\$ 7,921
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	750	
	<b>Budget Change Sub-total</b>	750	
	<b>Account Sub-total</b>		8,671
<b> </b>			
550-54315-450-451-000000	Membership and Subscriptions		\$ 8,435
	Per approved division reorganization, the BPAT/FOG unit is transferred from Engineering to Water Distribution in the Water & Sewer Fund including six FTEs and associated operation budget.	(750)	
	<b>Budget Change Sub-total</b>	(750)	
	<b>Account Sub-total</b>		7,685
<b> </b>			
	<b>EXPENDITURES TOTAL</b>	<b>\$ 10,511,257</b>	<b>\$ 28,512,104</b>

**SECTION II:** That the City Council finds that the public notice and public hearing requirements of Section 38 and 56 of the City Charter have been complied with prior to the enactment of this ordinance.

**SECTION III:** That should any section or part of any section or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

**SECTION IV:** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION V:** That this ordinance shall be effective after its passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 21<sup>st</sup> day of April, 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:**

\_\_\_\_\_  
Riakos Adams, MAYOR

**ATTEST:**

\_\_\_\_\_  
Laura J. Calcote, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Holli C. Clements, CITY ATTORNEY



**FISCAL YEAR 2026 BUDGET  
AMENDMENT  
MID-YEAR**

**PH-26-015**

**April 21, 2026**

# Budget Amendment

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City policy and the City Charter authorize Council to amend the budget by ordinance

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This amendment primarily addresses the transfer of excess fund balance above the 22% target to the Capital Projects Fund

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Includes a limited number of routine adjustments, including transfers between departments to accommodate approved position reclassifications, as well as grant-related and accounting-related items

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Required public hearing notice published April 16, 2026

# Budget Amendment

General Fund

3

General Fund

- Appropriating one-time uses of excess General Fund balance in accordance with City Council direction on March 24, 2026, including the transfer of excess fund balance above the 22% target to the Capital Projects Fund per Financial Governance Policy.

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	\$ -	\$ 3,297,571	
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 3,297,571</b>	<b>\$ -</b>
Transfer to Fund 300	\$ 3,481,000	\$ 2,603,899	\$ 6,084,899
Killeen Economic Development Corp	522,473	215,000	737,473
Contract Labor (Abatements)	171,500	200,000	371,500
RM-Building (Sr. Center Roof)	18,000	155,672	173,672
RM-Infrastructure (Playground)	70,000	73,000	143,000
Innovation Black Chamber of Commerce	-	50,000	50,000
<b>Total Expense</b>	<b>\$ 4,262,973</b>	<b>\$ 3,297,571</b>	<b>\$ 7,560,544</b>

# Budget Amendment

Governmental  
CIP Fund

- Appropriating one-time capital project uses of excess General Fund balance in the Governmental CIP Fund, in accordance with City Council direction on March 24, 2026.

	FY 2026 Budget	Budget Change	Amended Budget
Transfer from Fund 100	\$ 3,481,000	\$ 2,603,899	\$ 6,084,899
<b>Total Revenue</b>	<b>\$ 3,481,000</b>	<b>\$ 2,603,899</b>	<b>\$ 6,084,899</b>
Contingency	\$ 735,000	\$ 1,453,899	\$ 2,188,899
Capital-Infrastructure (Solar Lighting)	-	600,000	600,000
Capital-Building (Court Upgrade)	-	550,000	550,000
<b>Total Expense</b>	<b>\$ 735,000</b>	<b>\$ 2,603,899</b>	<b>\$ 3,338,899</b>

# Budget Amendment

Special Revenue Funds

5

Opioid  
Settlement  
Fund

- Revenue and corresponding program expenditures allocated in the Opioid Settlement Fund, planned for council June 16, 2026.

	FY 2026 Budget	Budget Change	Amended Budget
State Grant Reimbursement	\$ 20,000	\$ 41,376	\$ 61,376
<b>Total Revenue</b>	<b>\$ 20,000</b>	<b>\$ 41,376</b>	<b>\$ 61,376</b>
Programs	\$ 144,618	\$ 41,376	\$ 185,994
<b>Total Expense</b>	<b>\$ 144,618</b>	<b>\$ 41,376</b>	<b>\$ 185,994</b>

# Budget Amendment

Special Revenue Funds

6

CDBG Fund

- Recognition of CDBG revenue in FY 2026 with corresponding appropriation to enable future reprogramming \$49,658
- Appropriation to correct budgets and reconcile with FY 2024–25 CDBG funds in the U.S. Treasury system \$11,905

	FY 2026 Budget	Budget Change	Amended Budget
Federal Grant/Reimbursement	\$ 1,480,544	\$ 61,563	\$ 1,542,107
<b>Total Revenue</b>	<b>\$ 1,480,544</b>	<b>\$ 61,563</b>	<b>\$ 1,542,107</b>
Programs	\$ 4,622	\$ 61,563	\$ 66,185
<b>Total Expense</b>	<b>\$ 4,622</b>	<b>\$ 61,563</b>	<b>\$ 66,185</b>

# Budget Amendment

Enterprise Funds

7

Golf  
Course  
Fund

- Appropriating funds in the Golf Course Fund to replace a damaged structural column at the clubhouse

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	\$ -	\$ 6,970	
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 6,970</b>	<b>\$ -</b>
RM-Building	\$ 10,418	\$ 6,970	\$ 17,388
<b>Total Expense</b>	<b>\$ 10,418</b>	<b>\$ 6,970</b>	<b>\$ 17,388</b>

# Budget Amendment

Enterprise Funds

8

Aviation  
Fund

- Transfer of excess fund balance above 22% to Aviation CIP Fund per Financial Governance Policy.

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	\$ -	\$ 1,328,029	
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 1,328,029</b>	<b>\$ -</b>
Transfer to Fund 340	\$ 371,143	\$ 1,328,029	\$ 1,699,172
<b>Total Expense</b>	<b>\$ 371,143</b>	<b>\$ 1,328,029</b>	<b>\$ 1,699,172</b>

# Budget Amendment



- Transfer of excess fund balance above 22% to Aviation CIP Fund per Financial Governance Policy.

	FY 2026 Budget	Budget Change	Amended Budget
Transfer from Fund 525	\$ 371,143	\$ 1,328,029	\$ 1,699,172
<b>Total Revenue</b>	<b>\$ 371,143</b>	<b>\$ 1,328,029</b>	<b>\$ 1,699,172</b>
Fund Balance Added	\$ -	\$ 1,328,029	
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 1,328,029</b>	<b>\$ -</b>

# Budget Amendment

## Aviation AIP Fund

- Appropriating funds in the Aviation AIP Grant Fund for a design-build agreement with Synergy Commercial Construction for the construction of two box hangars at Skylark Field Airport, pursuant to Resolution No. 26-040R.

	FY 2026 Budget	Budget Change	Amended Budget
Federal Grant/Reimbursement	\$ -	\$ 178,750	\$ 178,750
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 178,750</b>	<b>\$ 178,750</b>
Construction	\$ -	\$ 178,750	\$ 178,750
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 178,750</b>	<b>\$ 178,750</b>

# Budget Amendment

## Aviation CFC Fund

- Appropriating funds in the CFC Fund for consulting services in support of airport development initiatives, consistent with the authorized use of Customer Facility Charges pursuant to Resolution No. RS-18-094.

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	\$ -	\$ 18,000	
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 18,000</b>	<b>\$ -</b>
Consulting	\$ -	\$ 18,000	\$ 18,000
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 18,000</b>	<b>\$ 18,000</b>

# Budget Amendment

CO Fund,  
Series 2025

- Transfer Golf Course Renovation CIP project from Fund 307 (CO Series 2025) to Fund 331 (CO Series 2025 – Golf Course) to align with proper fund accounting and project tracking.

## Certificates of Obligation, Series 2025

	FY 2026 Budget	Budget Change	Amended Budget
Capital-Design/Engineering	\$ 10,099	\$ (10,099)	\$ -
Capital-Construction	\$ 2,965,000	\$ (2,965,000)	\$ -
Transfer to Fund 331	\$ -	\$ 2,975,099	\$ 2,975,099
<b>Total Expense</b>	<b>\$ 2,975,099</b>	<b>\$ -</b>	<b>\$ 2,975,099</b>

## Certificates of Obligation, Series 2025 (Golf Course)

	FY 2026 Budget	Budget Change	Amended Budget
Transfer from Fund 307	\$ -	\$ 2,975,099	\$ 2,975,099
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 2,975,099</b>	<b>\$ 2,975,099</b>

Capital-Design/Engineering	\$ -	\$ 10,099	\$ 10,099
Capital-Construction	\$ -	\$ 2,965,000	\$ 2,965,000
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 2,975,099</b>	<b>\$ 2,975,099</b>

# Budget Amendment

## Budget Change Summary

13

Revenue	Adopted Budget	CIP Roll	Carry Forward	Mid-Year	Amended Budget
General Fund	133,347,455	-	58,278	-	133,405,733
Enterprise Funds	95,000,712	-	-	-	95,000,712
Capital Project Funds	24,509,303	9,312,808	1,908,875	7,085,777	42,816,763
Special Revenue Funds	25,913,685	-	532,672	102,939	26,549,296
Internal Service Funds	22,340,464	-	-	-	22,340,464
Debt Service Fund	20,396,741	-	-	-	20,396,741
<i>*Fund Balance Applied/(Added)</i>	17,600,458	173,805,675	1,264,231	3,326,542	195,996,906
<b>Total</b>	<b>\$ 339,108,818</b>	<b>\$ 183,118,483</b>	<b>\$ 3,764,056</b>	<b>\$ 10,515,258</b>	<b>\$ 536,506,615</b>
Expenditure	Adopted Budget	CIP Roll	Carry Forward	Mid-Year	Amended Budget
General Fund	133,347,455	-	706,213	3,297,571	137,351,239
Enterprise Funds	94,599,209	-	246,777	1,334,999	96,180,985
Capital Project Funds	39,357,498	173,140,657	2,041,426	5,779,749	220,319,330
Special Revenue Funds	27,376,529	9,977,826	769,640	102,939	38,226,934
Internal Service Funds	23,340,569	-	-	-	23,340,569
Debt Service Fund	21,087,558	-	-	-	21,087,558
<b>Total</b>	<b>\$ 339,108,818</b>	<b>\$ 183,118,483</b>	<b>\$ 3,764,056</b>	<b>\$ 10,515,258</b>	<b>\$ 536,506,615</b>

*\*Fund Balance Applied/(Added) reflects the difference between revenues and expenditures. Positive amounts represent prior-year revenues held in reserve and appropriated in the current year to support multi-year projects (including CIP rollovers). Negative amounts represent current-year revenues exceeding expenditures, which are added to reserves.*

# Recommendation

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City Council approve the ordinance amending the FY 2026 Annual Budget