

**KILGORE ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS MEETING**

AGENDA  
BOARD OF DIRECTORS MEETING  
TUESDAY, MARCH 18, 2025 at 11:30 A.M.  
SYNERGY CENTER  
1001 SYNERGY BLVD STE. 300

§ Alan Pollard-President  
§ Ricardo Vilorio-Vice-President  
§ Pam DeCeault-Secretary Treasurer  
§ Bryan Johnston-Asst. Secretary-Treasurer  
§ Will Adamson-Director

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*Citizens may address the board regarding any posted agenda item by filling out a speaker card. These presentations shall be limited to three minutes unless the speaker requires the use of a translator, in which the time is doubled. The President of the board may extend the time limit.*

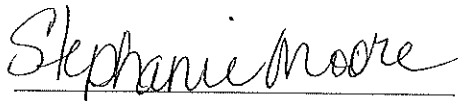
- I. Call to order and recognition of guests
- II. Citizen Comments -- Hearing of citizens wishing to address the board  
*Citizens have an opportunity to address the Board, which has no obligation to respond in any manner to comments or questions asked of them by the speaker. Any response by a member of the Board is limited by Texas law to a statement of specific factual information, a recitation of existing policy, or a proposal to place the subject on the agenda for a future Board meeting.*
- III. Consent Agenda
  - a. Approval of budgeted expenditures
    1. KEDC Financial Reports and Summaries
    2. Budgeted expenditure items
  - b. Approval of Minutes dated 2.17.2025

Note: All matters listed under Item III, Consent Agenda, are considered to be routine by the Board and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately under Item IV.
- IV. Consider items from the consent agenda if any
- V. Consider discussion and possible action regarding EDPA compliance with the following companies:
  - a. Camfil USA
- VI. Consider discussion and possible action on Industrial Properties:
  - a. Synergy Park
    1. Prosperity Drive/Utilities Design & Construction update
    2. Synergy Blvd Repairs
    3. Resolution of Amendment to Synergy Park Rules & Regulations
- VII. Consider discussion and possible action on KEDC operations:
  - a. BRE Report
  - b. Marketing & Workforce Report
  - c. Executive Director Report

- VIII. Consider entering into Executive Session according to Texas Government Code Chapter 551 to discuss:
- a. Section 551.071-Consultation with Attorney
  - b. Section 551.072-Discussion Regarding Real Property
    - 1. Deliberate the purchase, exchange, lease, or value of real property.
      - Industrial Park 2.0
      - 2005 Hwy 42 N
  - c. Section 551.074-Discussion on Personnel Matters
  - d. Section 551.087-Discussion Regarding Economic Development Negotiations:
    - 1. Discussions regarding negotiations with the following prospects:
      - Prospect # 2698
      - Prospect # 2711
      - Prospect # 2717
      - Prospect # 2726

IX. Consider discussion and possible action on items discussed under Agenda Item VIII

X. Adjourn



Stephanie Moore, Office Manager

Posted: City Hall Bulletin Board, Friday, March 14, 2025.

Removed: City Hall Bulletin Board

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

By: \_\_\_\_\_

**This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Contact the KEDC Office at (903) 983-3522 or FAX (903) 984-2746. The Board reserves the right to enter into Closed Session at any point in the meeting which is permitted by Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.087 and Education Code 39.030(a).**

## AGENDA ITEM III

### Consent Agenda

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- A. Approval of budgeted Expenditures.
  - 1. KEDC Financial Reports and Summaries
  - 2. Budgeted expenditure items
- B. KEDC Minute Approval Meeting Minutes dated 2.17.2025

**Note:** All matters listed under Item III, Consent Agenda, are considered to be routine by the Board and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately under Item IV.

Kilgore Economic Development Corp Fund 70  
**Budget vs. Actual Summary**  
October 2024 through February 2025

	<u>Oct '24 - Feb 25</u>	<u>Budget</u>	<u>\$ Over/Under Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
5001 · Sales Taxes	864,649.04	2,750,000.00	-1,885,350.96	31.44%
5005 · Garbage Sales Tax	6,909.56	14,500.00	-7,590.44	47.65%
5200 · Interest Income	243,289.94	608,326.00	-365,036.06	39.99%
5400 · Lease Revenue	169,554.15	418,060.00	-248,505.85	40.56%
5401 · Miscellaneous Income	2,152.30	1,000.00	1,152.30	215.23%
<b>Total Income</b>	<u>1,286,554.99</u>	<u>3,791,886.00</u>	<u>-2,505,331.01</u>	<u>33.93%</u>
<b>Gross Profit</b>	1,286,554.99	3,791,886.00	-2,505,331.01	33.93%
<b>Expense</b>				
600 · Supplies Expense	2,977.22	8,600.00	5,622.78	34.62%
610 · Contractual Services	782,670.42	1,252,077.00	469,406.58	62.51%
612 · School Registration & Training	629.00	8,890.00	8,061.00	7.24%
614 · Travel Expenses	4,144.11	29,500.00	25,355.89	14.05%
616 · Dues, Fees & Memberships	2,380.00	4,116.00	1,736.00	57.82%
620 · Marketing	52,142.24	275,000.00	222,857.76	18.96%
630 · Business Retention - Expansion	19,217.00	73,113.00	53,896.00	26.28%
640 · Synergy Center Lease Expenses	37,434.39	98,380.00	60,945.61	38.05%
650 · Buildings & Grounds Maintenance	360,226.74	215,341.00	-144,885.74	167.28%
660 · Capital Expenditures	201,674.26	415,000.00	213,325.74	48.6%
<b>Total Expense</b>	<u>1,463,495.38</u>	<u>2,379,817.00</u>	<u>916,321.62</u>	<u>61.5%</u>
<b>Net Ordinary Income</b>	-176,940.39	1,412,069.00	1,589,009.39	-12.53%
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
680 · Transfers Out of Operating Fund	512,700.00	1,412,069.00	899,369.00	36.31%
<b>Total Other Expense</b>	<u>512,700.00</u>	<u>1,412,069.00</u>	<u>899,369.00</u>	<u>36.31%</u>
<b>Net Other Income</b>	-512,700.00	-1,412,069.00	-899,369.00	36.31%
<b>Net Income</b>	<u><u>-689,640.39</u></u>	<u><u>0.00</u></u>	<u><u>-689,640.39</u></u>	<u><u>100.0%</u></u>

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**Budget vs. Actual Detail**  
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	Oct '24 - Feb 25	Budget	\$ Over/Under Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
5001 · Sales Taxes	864,649.04	2,750,000.00	-1,885,350.96	31.44%
5005 · Garbage Sales Tax	6,909.56	14,500.00	-7,590.44	47.65%
5200 · Interest Income				
5201 · Interest -Austin Bank Operating	7,861.08	67,500.00	-59,638.92	11.65%
5204 · Interest - Texpool Operating	174,801.88	405,000.00	-230,198.12	43.16%
5205 · Interest-TexSTAR Bond Set Aside	59,801.00	135,000.00	-75,199.00	44.3%
5206 · Interest - Other	825.98	826.00	-0.02	100.0%
<b>Total 5200 · Interest Income</b>	<b>243,289.94</b>	<b>608,326.00</b>	<b>-365,036.06</b>	<b>39.99%</b>
5400 · Lease Revenue	169,554.15	418,060.00	-248,505.85	40.56%
5401 · Miscellaneous Income	2,152.30	1,000.00	1,152.30	215.23%
<b>Total Income</b>	<b>1,286,554.99</b>	<b>3,791,886.00</b>	<b>-2,505,331.01</b>	<b>33.93%</b>
<b>Gross Profit</b>				
	1,286,554.99	3,791,886.00	-2,505,331.01	33.93%
<b>Expense</b>				
600 · Supplies Expense				
600-01 · Supplies Office	925.96	5,000.00	4,074.04	18.52%
600-05 · Supplies Staff & Boards	1,302.14	2,900.00	1,597.86	44.9%
600-08 · Supplies Repair/Maintenance	749.12	700.00	-49.12	107.02%
<b>Total 600 · Supplies Expense</b>	<b>2,977.22</b>	<b>8,600.00</b>	<b>5,622.78</b>	<b>34.62%</b>
610 · Contractual Services				
610-01 · Contract Incentives-EDPA-Compli	325,884.00	275,396.00	-50,488.00	118.33%
610-02 · Contract City of Kilgore	151,082.75	604,331.00	453,248.25	25.0%
610-07 · Contract Legal Services	12,105.75	36,000.00	23,894.25	33.63%
610-08 · Contract Prof Accounting Fees	15,350.00	16,350.00	1,000.00	93.88%
610-09 · Contract Eco Dev Services	13,140.50	20,000.00	6,859.50	65.7%
610-11 · Contract Labor Services	4,207.50	20,000.00	15,792.50	21.04%
610-15 · Contract Rental Equipment	1,226.42	3,000.00	1,773.58	40.88%
610-18 · Contract IT Services	9,673.50	27,000.00	17,326.50	35.83%
610-40 · 4A(s) Projects (Discretionary)	250,000.00	250,000.00	0.00	100.0%
<b>Total 610 · Contractual Services</b>	<b>782,670.42</b>	<b>1,252,077.00</b>	<b>469,406.58</b>	<b>62.51%</b>
612 · School Registration & Training				
612-01 · TEDC Conf Registration Fees	629.00	4,100.00	3,471.00	15.34%
612-02 · IEDC Registration Fees	0.00	940.00	940.00	0.0%
612-03 · BREI Registration Fees	0.00	800.00	800.00	0.0%
612-04 · SEDC Registration Fees	0.00	695.00	695.00	0.0%
612-07 · Open Gov't-Record Retention Reg	0.00	300.00	300.00	0.0%
612-08 · CED Institute	0.00	1,855.00	1,855.00	0.0%
<b>Total 612 · School Registration &amp; Training</b>	<b>629.00</b>	<b>8,690.00</b>	<b>8,061.00</b>	<b>7.24%</b>
614 · Travel Expenses				
614-01 · TEDC Travel	3,358.24	8,650.00	5,291.76	38.82%
614-02 · IEDC Travel	0.00	2,000.00	2,000.00	0.0%
614-03 · BREI Travel	0.00	2,000.00	2,000.00	0.0%
614-04 · SEDC Travel	0.00	2,250.00	2,250.00	0.0%
614-07 · Open Gov't-Record Reten Travel	0.00	950.00	950.00	0.0%
614-08 · CED Travel	0.00	2,000.00	2,000.00	0.0%
614-15 · NETDR Meeting Travel	0.00	650.00	650.00	0.0%
614-17 · Gregg Co Day & E TX Coal Travel	0.00	1,500.00	1,500.00	0.0%
614-18 · Special Project Travel	0.00	6,500.00	6,500.00	0.0%
614-19 · Kilgore MTGS - Other Travel	631.73	1,000.00	368.27	63.17%
614-20 · Mileage Exp for Local Travel	154.14	1,000.00	845.86	15.41%
614-25 · Mission Trip Travel	0.00	1,000.00	1,000.00	0.0%
<b>Total 614 · Travel Expenses</b>	<b>4,144.11</b>	<b>29,500.00</b>	<b>25,355.89</b>	<b>14.05%</b>

Kilgore Economic Development Corp Fund 70  
**Budget vs. Actual Detail**  
October 2024 through February 2025

	Oct '24 - Feb 25	Budget	\$ Over/Under Budget	% of Budget
<b>616 · Dues, Fees &amp; Memberships</b>				
616-01 · TEDC Dues	1,100.00	2,200.00	1,100.00	50.0%
616-02 · IEDC Dues	385.00	455.00	70.00	84.62%
616-03 · BREI Dues	185.00	185.00	0.00	100.0%
616-04 · SEDC Dues	350.00	300.00	-50.00	116.67%
616-06 · SHRM / ETHRA Dues	0.00	316.00	316.00	0.0%
616-15 · NETEDR Dues	0.00	200.00	200.00	0.0%
616-28 · Texas SmartBuy Membership Dues	100.00	100.00	0.00	100.0%
616-30 · Sam's Club Membership Dues	0.00	110.00	110.00	0.0%
616-32 · Chamber Commerce Membership Due	260.00	250.00	-10.00	104.0%
<b>Total 616 · Dues, Fees &amp; Memberships</b>	<b>2,380.00</b>	<b>4,116.00</b>	<b>1,736.00</b>	<b>57.82%</b>
<b>620 · Marketing</b>				
<b>621 · Marketing Initiative Memb/Subcr</b>				
621-01 · NETEA Membership	0.00	10,000.00	10,000.00	0.0%
621-03 · Texas One Membership	3,000.00	3,000.00	0.00	100.0%
621-06 · Research 360 Subscription-Sites	1,695.00	1,695.00	0.00	100.0%
621-08 · Impact Data Source Subscription	0.00	5,645.00	5,645.00	0.0%
621-09 · StateBook EDO Membership	0.00	3,500.00	3,500.00	0.0%
621-10 · Team Texas Membership	3,000.00	3,000.00	0.00	100.0%
621-12 · Right Corner Membership	2,500.00	2,500.00	0.00	100.0%
621-15 · I-20 Corridor Membership	0.00	2,500.00	2,500.00	0.0%
621-16 · IAMC Membership	0.00	1,750.00	1,750.00	0.0%
621-18 · Annual License WebBase Proposal	0.00	120.00	120.00	0.0%
621-20 · EAIC Membership	0.00	1,170.00	1,170.00	0.0%
621-21 · Site Location Partnership Membe	12,362.00	12,362.00	0.00	100.0%
<b>Total 621 · Marketing Initiative Memb/Subcr</b>	<b>22,557.00</b>	<b>47,242.00</b>	<b>24,685.00</b>	<b>47.75%</b>
<b>622 · Contractual Lead Generation</b>				
622-01 · Contract Marketing	6,037.49	50,000.00	43,962.51	12.08%
622-02 · Contract Marketing Smart Calling	6,188.70	15,000.00	8,811.30	41.26%
622-03 · Research & Market Intelligence	1,039.08	15,000.00	13,960.92	6.93%
<b>Total 622 · Contractual Lead Generation</b>	<b>13,265.27</b>	<b>80,000.00</b>	<b>66,734.73</b>	<b>16.58%</b>
<b>623 · Social &amp; Email Marketing</b>				
623-01 · Website Marketing	2,310.00	15,800.00	13,490.00	14.62%
623-02 · Online Marketing	815.68	2,500.00	1,684.32	32.63%
623-04 · Domain Registrations/Renewals	44.34	250.00	205.66	17.74%
623-20 · Web Page Updates	393.75	11,000.00	10,606.25	3.58%
623-25 · Social Media Advertising	320.36	2,000.00	1,679.64	16.02%
623-33 · Directory Listings	0.00	6,050.00	6,050.00	0.0%
<b>Total 623 · Social &amp; Email Marketing</b>	<b>3,884.13</b>	<b>37,600.00</b>	<b>33,715.87</b>	<b>10.33%</b>
<b>624 · Marketing Collateral Materials</b>				
624-01 · Photographs & Videos	0.00	10,000.00	10,000.00	0.0%
624-02 · Brochures & Presentation Materi	240.00	3,000.00	2,760.00	8.0%
624-03 · Promotional Items	0.00	5,000.00	5,000.00	0.0%
<b>Total 624 · Marketing Collateral Materials</b>	<b>240.00</b>	<b>18,000.00</b>	<b>17,760.00</b>	<b>1.33%</b>
<b>625 · Recruitment Activities</b>				
<b>625-01 · Team Texas</b>				
625-011 · Team Texas Marketing Fees	5,000.00	5,000.00	0.00	100.0%
625-012 · Team Texas Events	1,990.46	6,000.00	4,009.54	33.17%
<b>Total 625-01 · Team Texas</b>	<b>6,990.46</b>	<b>11,000.00</b>	<b>4,009.54</b>	<b>63.55%</b>
<b>625-03 · Texas One Recruitment Activity</b>				
625-032 · Texas One Meetings/Events Austi	497.32	1,500.00	1,002.68	33.16%
<b>Total 625-03 · Texas One Recruitment Activity</b>	<b>497.32</b>	<b>1,500.00</b>	<b>1,002.68</b>	<b>33.16%</b>

Kilgore Economic Development Corp Fund 70  
**Budget vs. Actual Detail**  
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<b>625-04 · IAMC Registration &amp; Travel</b>				
625-041 · IAMC Fall Forum	0.00	3,200.00	3,200.00	0.0%
625-042 · IAMC Spring Forum	1,791.21	3,200.00	1,408.79	55.98%
625-043 · IAMC Texas Dinner	650.00	1,300.00	650.00	50.0%
<b>Total 625-04 · IAMC Registration &amp; Travel</b>	<b>2,441.21</b>	<b>7,700.00</b>	<b>5,258.79</b>	<b>31.7%</b>
<b>625-05 · NETEA Lead Generation</b>				
625-051 · Company Visits Travel	694.73	7,500.00	6,805.27	9.26%
625-053 · NETEA Meetings	0.00	400.00	400.00	0.0%
<b>Total 625-05 · NETEA Lead Generation</b>	<b>694.73</b>	<b>7,900.00</b>	<b>7,205.27</b>	<b>8.79%</b>
<b>625-06 · I-20 Corridor</b>				
625-061 · I-20 Corridor Events	0.00	900.00	900.00	0.0%
625-062 · I-20 Corridor Meetings	51.87	100.00	48.13	51.87%
<b>Total 625-06 · I-20 Corridor</b>	<b>51.87</b>	<b>1,000.00</b>	<b>948.13</b>	<b>5.19%</b>
<b>625-07 · Right Corner</b>				
625-071 · Right Corner Events	0.00	7,000.00	7,000.00	0.0%
625-072 · Right Corner Meetings	0.00	100.00	100.00	0.0%
<b>Total 625-07 · Right Corner</b>	<b>0.00</b>	<b>7,100.00</b>	<b>7,100.00</b>	<b>0.0%</b>
625-08 · FDI Events	999.00	15,000.00	14,001.00	6.66%
625-13 · SEDC Meet the Consultants	0.00	2,500.00	2,500.00	0.0%
625-15 · Discretionary Marketing Opportu	521.25	38,458.00	37,936.75	1.36%
<b>Total 625 · Recruitment Activities</b>	<b>12,195.84</b>	<b>92,158.00</b>	<b>79,962.16</b>	<b>13.23%</b>
<b>Total 620 · Marketing</b>	<b>52,142.24</b>	<b>275,000.00</b>	<b>222,857.76</b>	<b>18.96%</b>
<b>630 · Business Retention - Expansion</b>				
630-01 · BRE Meetings with Chamber & KC	1,454.00	2,500.00	1,046.00	58.16%
630-02 · CEO Meetings	92.70	1,500.00	1,407.30	6.18%
630-04 · Business Appreciation Events	7,769.39	12,000.00	4,230.61	64.75%
630-05 · HR Meetings	415.00	4,500.00	4,085.00	9.22%
630-11 · Workforce Development	7,947.91	28,700.00	20,752.09	27.69%
630-13 · BRE Projects Discretionary	1,538.00	15,000.00	13,462.00	10.25%
630-19 · Contact Management Tool	0.00	5,400.00	5,400.00	0.0%
630-31 · Labor Market Data	0.00	2,575.00	2,575.00	0.0%
630-33 · Wage & Benefit Survey	0.00	938.00	938.00	0.0%
<b>Total 630 · Business Retention - Expansion</b>	<b>19,217.00</b>	<b>73,113.00</b>	<b>53,896.00</b>	<b>26.28%</b>
<b>640 · Synergy Center Lease Expenses</b>				
640-01 · Lease Payments	20,762.50	49,830.00	29,067.50	41.67%
640-02 · NNN Expenses	8,437.50	20,250.00	11,812.50	41.67%
640-05 · Electric Utility	3,532.05	11,000.00	7,467.95	32.11%
640-06 · Telephone & Internet	2,207.53	5,400.00	3,192.47	40.88%
640-10 · Cleaning	2,245.00	7,000.00	4,755.00	32.07%
640-15 · Supplies for Synergy Center	564.81	900.00	335.19	62.76%
640-16 · Repair & Maintenance	1,070.00	6,000.00	4,930.00	17.83%
640-20 · Training Room Rentals	-1,385.00	-2,000.00	-615.00	69.25%
<b>Total 640 · Synergy Center Lease Expenses</b>	<b>37,434.39</b>	<b>98,380.00</b>	<b>60,945.61</b>	<b>36.05%</b>
<b>650 · Buildings &amp; Grounds Maintenance</b>				
<b>651 · Synergy Park</b>				
651-01 · Cleaning & Maintenance Supplies	192.16	1,000.00	807.84	19.22%
651-03 · Contract Maintenance/Cleaning	8,000.00	17,600.00	9,600.00	45.46%
651-06 · Fish Texas Parks & Wildlife	2,649.50	2,650.00	0.50	99.98%
651-08 · Security Camera Maint & Repair	0.00	5,000.00	5,000.00	0.0%
651-10 · Gates Maintenance & Repairs	828.86	25,000.00	24,171.14	3.32%
651-20 · Water Utilities	295.27	1,000.00	704.73	29.53%
651-21 · Electric Utilities	423.52	1,410.00	986.48	30.04%
651-22 · Telephone Line Service to Gate	419.50	1,128.00	708.50	37.19%
651-26 · Security Patrol	3,859.50	12,000.00	8,140.50	32.16%
651-30 · Brush Hog Open Area Mowing	11,500.00	40,000.00	28,500.00	28.75%

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**Budget vs. Actual Detail**  
October 2024 through February 2025

	Oct '24 - Feb 25	Budget	\$ Over/Under Budget	% of Budget
651-31 · Trail Area Mowing	5,800.00	23,200.00	17,400.00	25.0%
651-32 · Tree Cutting & Removal	280.00	10,000.00	9,720.00	2.8%
651-35 · Weed and Ant Control	43.85	1,000.00	956.15	4.39%
651-37 · Landscape & Beds Maintenance	1,500.00	3,600.00	2,100.00	41.67%
651-40 · Misc Repairs & Maintenance	1,920.00	35,000.00	33,080.00	5.49%
651-50 · SPPOA Reimbursement	-32,900.00	-33,377.00	-477.00	98.57%
<b>Total 651 · Synergy Park</b>	<b>4,812.16</b>	<b>146,211.00</b>	<b>141,398.84</b>	<b>3.29%</b>
652 · KNIP - Maverick Dr @ Hwy 42				
652-30 · KNIP Brush Hog Open Area Mowing	0.00	500.00	500.00	0.0%
652-40 · KNIP Misc Repairs & Maintenance	0.00	500.00	500.00	0.0%
<b>Total 652 · KNIP - Maverick Dr @ Hwy 42</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.0%</b>
653 · KIP - Energy Drive				
653-21 · KIP Electric Service	161.13	330.00	168.87	48.83%
653-30 · KIP Brush Hog Open Area Mowing	490.00	1,200.00	710.00	40.83%
653-37 · KIP Landscape & Bed Maintenance	950.00	2,280.00	1,330.00	41.67%
653-40 · KIP Misc Repairs & Maintenance	600.00	500.00	-100.00	120.0%
<b>Total 653 · KIP - Energy Drive</b>	<b>2,201.13</b>	<b>4,310.00</b>	<b>2,108.87</b>	<b>51.07%</b>
654 · KEDC Other Property Expense				
654-61 · Maint FM 349 & 2276 CDL Site	735.00	2,320.00	1,585.00	31.68%
654-64 · Maint 4005 FM 349 Adv Tech Cent	0.00	1,000.00	1,000.00	0.0%
654-65 · Maint 4017 Enterprise WagnerTun	2,154.60	3,000.00	845.40	71.82%
654-66 · Maint 2906 Hwy 349 Halliburton	1,244.18	7,500.00	6,255.82	16.59%
654-68 · Lot 22 Salt Water Pit Clean Up (Keeprite property Salt Water Pits)	277,519.67	0.00	-277,519.67	100.0%
654-69 · Lot 13 Camfil Pipeline Issues (Camfil pipelines at Driveway entrance capped off)	71,560.00	0.00	-71,560.00	100.0%
654-90 · Reserve for Buildings & Grounds	0.00	50,000.00	50,000.00	0.0%
<b>Total 654 · KEDC Other Property Expense</b>	<b>353,213.45</b>	<b>63,820.00</b>	<b>-289,393.45</b>	<b>553.45%</b>
<b>Total 650 · Buildings &amp; Grounds Maintenance</b>	<b>360,226.74</b>	<b>215,341.00</b>	<b>-144,885.74</b>	<b>167.28%</b>
660 · Capital Expenditures				
660-01 · Capital Equipment Minor <\$5,000	0.00	5,000.00	5,000.00	0.0%
660-02 · Capital Equipment >\$5,000	0.00	10,000.00	10,000.00	0.0%
660-05 · Capital Improvements - Synergy	143,273.15	200,000.00	56,726.85	71.64%
660-10 · Capital Improvements Other Prop	55,751.11	200,000.00	144,248.89	27.88%
660-19 · Halliburton Property FM 349	2,650.00	0.00	-2,650.00	100.0%
<b>Total 660 · Capital Expenditures</b>	<b>201,674.26</b>	<b>415,000.00</b>	<b>213,325.74</b>	<b>48.6%</b>
<b>Total Expense</b>	<b>1,463,495.38</b>	<b>2,379,817.00</b>	<b>916,321.62</b>	<b>61.5%</b>
Net Ordinary Income	-176,940.39	1,412,069.00	1,589,009.39	-12.53%
Other Income/Expense				
Other Expense				
680 · Transfers Out of Operating Fund				
680-10 · Bond Set Aside	0.00	180,000.00	180,000.00	0.0%
680-20 · Transfer Out to Bond I&S Acct	512,700.00	1,232,069.00	719,369.00	41.61%
<b>Total 680 · Transfers Out of Operating Fund</b>	<b>512,700.00</b>	<b>1,412,069.00</b>	<b>899,369.00</b>	<b>36.31%</b>
<b>Total Other Expense</b>	<b>512,700.00</b>	<b>1,412,069.00</b>	<b>899,369.00</b>	<b>36.31%</b>
Net Other Income	-512,700.00	-1,412,069.00	-899,369.00	36.31%
<b>Net Income</b>	<b>-689,640.39</b>	<b>0.00</b>	<b>-689,640.39</b>	<b>100.0%</b>



**Kilgore Economic Development Corporation**  
**Cash and Investment Balances**  
**February 28, 2025**

Account Balance End of Month	Austin Bank	TexPool	TexSTAR	Combined Balance Current Month	Combined Balance Prior Month	Difference from Prior Month
KEDC Operating Account	249,666.71	9,302,642.27		9,552,308.98	9,609,386.20	(\$57,077.22)
Bond Set Aside (\$15,000/mo)			3,222,826.57	3,222,826.57	3,197,083.51	\$25,743.06
KEDC I&S for Bond Payments	47,726.88			47,726.88	472,803.78	(\$425,076.90)
Reserve for Bonds	28,447.35		562,104.15	590,551.50	588,590.71	\$1,960.79
<b>Combined Balance</b>	<b>325,840.94</b>	<b>9,302,642.27</b>	<b>3,784,930.72</b>	<b>13,413,413.93</b>	<b>13,867,864.20</b>	<b>(\$454,450.27)</b>

INTEREST INCOME				
Average Monthly Interest Rate	4.05%	4.3555%	4.3625%	
Interest Earned	Austin Bank	TexPool	TexSTAR	
KEDC Operating Account	1,547.24	30,978.28		
Bond Set Aside (\$15,000/mo)			10,743.06	
KEDC I&S for Bond Payments	754.60			
Reserve for Bonds	86.45		1,874.34	
	<b>2,388.29</b>	<b>30,978.28</b>	<b>12,617.40</b>	
			<b>45,983.97</b>	<b>Total Interest Earned</b>

AVERAGE BALANCES				
Average Balances	Austin Bank	TexPool	TexSTAR	
KEDC Operating Account	508,483.12	9,272,770.36		
Bond Set Aside (\$15,000/mo)			3,211,012.08	
KEDC I&S for Bond Payments	247,222.51			
Reserve for Bonds	28,360.90		560,229.81	
	<b>784,066.53</b>	<b>9,272,770.36</b>	<b>3,771,241.89</b>	
			<b>13,828,078.78</b>	<b>Combined Average Balance</b>

## Kilgore Economic Development Corp Fund 70

## Reconciliation Detail

1001 · Cash Fund 70, Period Ending 02/28/2025

Type	Date	Num	Name	Cir	Amount	Balance
<b>Beginning Balance</b>						441,758.77
<b>Cleared Transactions</b>						
<b>Checks and Payments - 33 items</b>						
Bill Pmt -Check	09/30/2024	11807	Viking Filmworks	X	-7,500.00	-7,500.00
Bill Pmt -Check	01/14/2025	11921	Lindale EDC	X	-650.00	-8,150.00
Bill Pmt -Check	01/23/2025	11929	Chapindawn Enterpr...	X	-5,840.00	-13,990.00
Bill Pmt -Check	01/23/2025	11930	Conway Data	X	-4,000.00	-17,990.00
Bill Pmt -Check	01/23/2025	11933	Right Corner of Texas	X	-2,500.00	-20,490.00
Bill Pmt -Check	01/23/2025	11932	Lisa Denton	X	-104.86	-20,594.86
Bill Pmt -Check	01/23/2025	11934	Texas Economic De...	X	-100.00	-24,694.86
Bill Pmt -Check	01/23/2025	11928	Brite-Way Window S...	X	-75.00	-20,769.86
Bill Pmt -Check	01/28/2025	11935	Gollob Morgan Pedd...	X	-2,000.00	-22,769.86
Bill Pmt -Check	01/30/2025	11936	Kilgore Chamber of ...	X	-825.00	-23,594.86
Check	01/31/2025	ACH	Conterra Networks	X	-441.70	-24,036.56
Check	02/01/2025	EFT	KEDC I & S Fund 72	X	-102,540.00	-126,576.56
Transfer	02/01/2025		KEDC Fund 70	X	-15,000.00	-141,576.56
Check	02/03/2025	ACH	AEP-Southwestern ...	X	-1,220.15	-142,796.71
Bill Pmt -Check	02/06/2025	11938	Citibank	X	-3,540.34	-146,337.05
Bill Pmt -Check	02/06/2025	11940	R & E Lawn Care	X	-3,180.00	-149,517.05
Bill Pmt -Check	02/06/2025	11939	Lawanna Williams	X	-862.50	-150,379.55
Bill Pmt -Check	02/06/2025	11941	Ricoh Wells Fargo V...	X	-295.50	-150,675.05
Check	02/07/2025	ACH	Bullock Protection L...	X	-976.50	-151,651.55
Bill Pmt -Check	02/10/2025	11946	Brady & Hamilton LLP	X	-5,625.00	-157,276.55
Bill Pmt -Check	02/10/2025	11944	R & E Lawn Care	X	-2,420.00	-159,696.55
Bill Pmt -Check	02/10/2025	11945	Horizon Managed S...	X	-1,861.96	-161,558.51
Bill Pmt -Check	02/10/2025	11942	Great Southern Publi...	X	-1,000.00	-162,558.51
Bill Pmt -Check	02/10/2025	11943	LanganEngineering	X	-647.50	-163,206.01
Bill Pmt -Check	02/12/2025	11948	Malone's Cleaning S...	X	-1,950.00	-165,156.01
Bill Pmt -Check	02/12/2025	11949	Marketing Alliance	X	-218.75	-165,374.76
Bill Pmt -Check	02/12/2025	11947	HD Hydraulics, LLC	X	-196.00	-165,570.76
Bill Pmt -Check	02/17/2025	11955	Vanguard Trailworks...	X	-10,350.00	-175,920.76
Bill Pmt -Check	02/17/2025	11954	Stephanie Moore	X	-42.00	-175,962.76
Bill Pmt -Check	02/17/2025	11952	Office Center	X	-37.50	-176,000.26
Check	02/24/2025	ACH	AEP-Southwestern ...	X	-81.56	-176,081.82
Check	02/24/2025	ACH	AEP-Southwestern ...	X	-37.37	-176,119.19
Check	02/28/2025	ACH	City of Kilgore Water...	X	-54.56	-176,173.75
<b>Total Checks and Payments</b>					<b>-176,173.75</b>	<b>-176,173.75</b>
<b>Deposits and Credits - 11 items</b>						
Deposit	02/06/2025			X	10,000.00	10,000.00
Deposit	02/10/2025		Longview Economic ...	X	2,500.00	12,500.00
Payment	02/10/2025	59983	McClung Energy Ser...	X	12,468.10	24,968.10
Payment	02/10/2025	ACH	WagnerTuning	X	20,575.53	45,543.63
Deposit	02/12/2025			X	1,000.00	46,543.63
Deposit	02/14/2025			X	321,363.05	367,906.68
Payment	02/21/2025	1207	Kilgore News	X	145.00	368,051.68
Deposit	02/25/2025		City of Kilgore Sales...	X	1,346.48	369,398.16
Payment	02/28/2025	ACH	Hayward	X	633.00	370,031.16
Deposit	02/28/2025			X	1,547.24	371,578.40
Deposit	02/28/2025		Department of Publi...	X	1,800.00	373,378.40
<b>Total Deposits and Credits</b>					<b>373,378.40</b>	<b>373,378.40</b>
<b>Total Cleared Transactions</b>					<b>197,204.65</b>	<b>197,204.65</b>
<b>Cleared Balance</b>					<b>197,204.65</b>	<b>638,963.42</b>
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 8 items</b>						
Bill Pmt -Check	01/30/2025	11937	McKinnon Constructi...		-80,000.00	-80,000.00
Bill Pmt -Check	02/17/2025	11951	Closure Systems Int...		-230,884.00	-310,884.00
Bill Pmt -Check	02/17/2025	11950	Camfil USA, Inc.		-71,560.00	-382,444.00
Bill Pmt -Check	02/17/2025	11953	Region VII Educatio...		-150.00	-382,594.00
Bill Pmt -Check	02/21/2025	11956	Chapindawn Enterpr...		-5,840.00	-388,434.00
Bill Pmt -Check	02/21/2025	11958	Overhead Door Com...		-410.00	-388,844.00
Bill Pmt -Check	02/21/2025	11957	Fed-Ex		-11.01	-388,855.01
Check	02/28/2025	ACH	Conterra Networks		-441.70	-389,296.71

## Kilgore Economic Development Corp Fund 70

## Reconciliation Detail

1001 · Cash Fund 70, Period Ending 02/28/2025

Type	Date	Num	Name	Clr	Amount	Balance
Total Checks and Payments					-389,296.71	-389,296.71
Total Uncleared Transactions					-389,296.71	-389,296.71
Register Balance as of 02/28/2025					-192,092.06	249,666.71
<b>New Transactions</b>						
<b>Checks and Payments - 10 Items</b>						
Check	03/01/2025	EFT	KEDC I & S Fund 72		-102,540.00	-102,540.00
Transfer	03/01/2025		KEDC Fund 70		-15,000.00	-117,540.00
Check	03/03/2025	ACH	AEP-Southwestern ...		-154.19	-117,694.19
Bill Pmt -Check	03/04/2025	11959	Citibank		-2,660.33	-120,354.52
Check	03/04/2025	ACH	AEP-Southwestern ...		-983.21	-121,337.73
Bill Pmt -Check	03/04/2025	11964	Lawanna Williams		-675.00	-122,012.73
Bill Pmt -Check	03/04/2025	11961	Katherine Kirkpatrick		-340.27	-122,353.00
Bill Pmt -Check	03/04/2025	11960	Horizon Infosystems...		-213.75	-122,566.75
Bill Pmt -Check	03/04/2025	11962	Kilgore Pest Control		-200.00	-122,766.75
Bill Pmt -Check	03/04/2025	11963	Ricoh Wells Fargo V...		-179.45	-122,946.20
Total Checks and Payments					-122,946.20	-122,946.20
Total New Transactions					-122,946.20	-122,946.20
Ending Balance					-315,038.26	126,720.51

Kilgore Economic Development Corp Fund 70

Reconciliation Detail

1121 · Texpool - Operating Fund, Period Ending 02/28/2025

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						9,271,663.99
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	02/28/2025			X	30,978.28	30,978.28
Total Deposits and Credits					30,978.28	30,978.28
Total Cleared Transactions					30,978.28	30,978.28
Cleared Balance					30,978.28	9,302,642.27
Register Balance as of 02/28/2025					30,978.28	9,302,642.27
Ending Balance					30,978.28	9,302,642.27

**Kilgore Economic Development Corp Fund 70**  
**Reconciliation Detail**  
 1125 · TexStar-Bond Set Aside, Period Ending 02/28/2025

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						3,197,083.51
<b>Cleared Transactions</b>						
<b>Deposits and Credits - 2 items</b>						
Transfer	02/01/2025		KEDC Fund 70	X	15,000.00	15,000.00
Deposit	02/28/2025			X	10,743.06	25,743.06
<b>Total Deposits and Credits</b>					25,743.06	25,743.06
<b>Total Cleared Transactions</b>					25,743.06	25,743.06
<b>Cleared Balance</b>					25,743.06	3,222,826.57
<b>Register Balance as of 02/28/2025</b>					25,743.06	3,222,826.57
<b>New Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Transfer	03/01/2025		KEDC Fund 70		15,000.00	15,000.00
<b>Total Deposits and Credits</b>					15,000.00	15,000.00
<b>Total New Transactions</b>					15,000.00	15,000.00
<b>Ending Balance</b>					<b>40,743.06</b>	<b>3,237,826.57</b>

## KEDC Fund 72 I&S Reconciliation Detail

1101 · Cash KEDC I & S Bond Funds, Period Ending 02/28/2025

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						472,803.78
<b>Cleared Transactions</b>						
<b>Checks and Payments - 4 items</b>						
Check	02/11/2025	1097	City of Kilgore	X	-420,500.00	-420,500.00
Check	02/12/2025	Wire	UMB Bank, NA	X	-68,015.25	-488,515.25
Check	02/12/2025	Wire	Bank of New York M...	X	-21,675.00	-510,190.25
Check	02/12/2025	Wire	Bank of New York M...	X	-18,181.25	-528,371.50
<b>Total Checks and Payments</b>					-528,371.50	-528,371.50
<b>Deposits and Credits - 2 items</b>						
Deposit	02/01/2025		KEDC Fund 70	X	102,540.00	102,540.00
Deposit	02/28/2025			X	754.60	103,294.60
<b>Total Deposits and Credits</b>					103,294.60	103,294.60
<b>Total Cleared Transactions</b>					-425,076.90	-425,076.90
<b>Cleared Balance</b>					-425,076.90	47,726.88
<b>Register Balance as of 02/28/2025</b>					-425,076.90	47,726.88
<b>New Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Deposit	03/01/2025		KEDC Fund 70		102,540.00	102,540.00
<b>Total Deposits and Credits</b>					102,540.00	102,540.00
<b>Total New Transactions</b>					102,540.00	102,540.00
<b>Ending Balance</b>					<b>-322,536.90</b>	<b>150,266.88</b>

## KEDC Fund 72 I&S Reconciliation Detail

1075 · TexSTAR-KEDC Reserve for Bonds, Period Ending 02/28/2025

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						560,229.81
<b>Cleared Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Deposit	02/28/2025			X	1,874.34	1,874.34
Total Deposits and Credits					1,874.34	1,874.34
Total Cleared Transactions					1,874.34	1,874.34
Cleared Balance					1,874.34	562,104.15
Register Balance as of 02/28/2025					1,874.34	562,104.15
<b>Ending Balance</b>					<b>1,874.34</b>	<b>562,104.15</b>

## KEDC Fund 72 I&S Reconciliation Detail

1072 · Cash KEDC Reserve for Bonds, Period Ending 02/28/2025

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						28,360.90
<b>Cleared Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Deposit	02/28/2025			X	86.45	86.45
Total Deposits and Credits					86.45	86.45
Total Cleared Transactions					86.45	86.45
Cleared Balance					86.45	28,447.35
Register Balance as of 02/28/2025					86.45	28,447.35
<b>Ending Balance</b>					<b>86.45</b>	<b>28,447.35</b>





MINUTES  
KILGORE ECONOMIC DEVELOPMENT CORPORATION  
Board of Directors Meeting

The Kilgore Economic Development Corporation (KEDC) Board of Directors of the city of Kilgore held its board meeting at 11:30 AM at Synergy Center, February 17, 2025 with the following members present:

Alan Pollard	President
Ricardo Vioria	Vice-President
Pam DeCeault	Secretary Treasurer
Bryan Johnston	Asst. Secretary-Treasurer
Will Adamson	Director

Guests present at the meeting include:

Ronnie Spradlin	Mayor
Daniel Gantt	City Council
Lisa Denton	KEDC Executive Director
James Wright	KEDC Director of Real Estate & Development
Katherine Kirkpatrick	KEDC Business Development & Marketing Director
Stephanie Moore	KEDC Office Manager
Lawanna Williams	KEDC Consultant for Finances
Rachel Rowe	City Clerk/Interim City Manager

Mr. Pollard called the meeting to order at 11:30 AM.

Under Agenda Item III, Mr. Johnston made a motion to approve all items within the consent agenda. Mr. Adamson seconded, and motion carried.

Under Agenda Item V-a, Mr. Vioria made a motion to rule Southern Plastics Inc. (CSI #10) in compliance with the final year of a 3 year EDPA, and award the company an incentive in the amount of \$230,884.00 for personal property & equipment investment. Mr. Johnston seconded and the motion carried.

Under Agenda Item V-b, Mr. Adamson made a motion to rule Skeeter Products, Inc. in compliance with year 2 of a three year EDPA. There are no incentives due at this time. Mr. Johnston seconded and the motion carried.

Under Agenda Item VI-a, Mr. Adamson made a motion to recommend to the taxing entities that Composite Fluid Transfer, LLC dba Composite Piping Technology and Composite Piping DevCo LLC are in compliance with Year 1 of a six year tax abatement. Mr. Vioria seconded and the motion carried. Mr. Johnston abstained from the discussion and recused himself from the vote.

**KILGORE ECONOMIC DEVELOPMENT CORPORATION**  
903.983.3522 | Fax: 903.984.2746 | info@kilgore-edc.com  
1001 Synergy Blvd., Suite 100, Kilgore, Texas 75662  
www.kilgore-edc.com

Under Agenda Item VI-b, Mr. Johnston made a motion to recommend to the taxing entities that Orgill Inc., is in compliance with Year 6 of a ten year tax abatement. Ms. DeCeault seconded and the motion carried.

Under Agenda Item VI-c. Mr. Adamson made a motion to recommend to the taxing entities that Skeeter Products, Inc is in 88% compliance with year 2 of a six year tax abatement. Mr. Vioria seconded and the motion carried.

Under Agenda Item VI-d, Ms. DeCeault made a motion to recommend to the taxing entities that WAGNERTUNING Inc., is in compliance with year 5 of a ten year tax abatement. Mr. Adamson seconded and the motion carried.

Under Agenda Item VII-a1, Mr. Johnston made a motion to reimburse Camfil USA in the amount of \$71,560.00 for pipeline remediation. Mr. Adamson seconded and the motion carried. Mr. Vioria abstained from the discussion and recused himself from the vote.

Under Agenda Item VII-a-2, the board heard information on a bridge failure and repair on Synergy Boulevard.

Under Agenda Item VIII-a, the board heard reports regarding recent efforts regarding BRE/real estate development. No action taken. Informational only.

Under Agenda Item VIII-b, the board heard reports on marketing and workforce. No action taken. Informational only.

At 1:03 PM, the board entered into Executive Session according to Texas Government Code Chapter 551 to discuss:

- A. Section 551.071- Consultation with Attorney
- B. Section 551.072 - Discussion Regarding Real Property
  - Deliberate the purchase, exchange, lease, or value of real property.
    - Industrial Park 2.0
    - 2005 Hwy 42 S.
- C. Section 551.074 - Personnel Matters
- D. Section 551.087 - Discussion Regarding Economic Development Negotiations:
  - Discussions regarding negotiations with the following prospects:
    - Prospect # 2256

The board reconvened into open session at 1:30 PM.

There being no further business, the meeting was adjourned at 1:30 PM.

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Alan Pollard  
President

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Pam DeCeault  
Secretary/Treasurer

---

Rachel Rowe, City Clerk  
City of Kilgore

---

R.E. Spradlin, III, Mayor  
City of Kilgore

**AGENDA ITEM IV**

**Items from Consent Agenda, if any**

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## AGENDA ITEM V

### EDPA Compliance

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Consider discussion and possible action regarding EDPA compliance with the following companies:

- a. Camfil USA

## AGENDA ITEM VI

### Industrial Properties

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Consider discussion and possible action on Industrial Properties:

- a. Synergy Park
  1. Prosperity Drive/Utilities Design& Construction Update
  2. Synergy Blvd Repairs
  3. Resolution of Amendment to Synergy Park Rules & Regulations

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## AGREEMENT BETWEEN OWNER AND ENGINEER FOR STUDY AND REPORT PROFESSIONAL SERVICES

Prepared by



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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR STUDY AND REPORT  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between Kilgore Economic Development Corporation (“Owner”) and KSA, a Pape Dawson Company (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: DR25-02 Synergy Blvd. Culvert Repair (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Analysis to replace existing failing culvert at Synergy Park Drive and Elder Lake. Services include verifying hydraulic adequacy of the existing culvert crossing, evaluating alternative materials (maximum of 2) for proposed culverts, estimating construction costs and schedules for each alternative, and compiling results in a letter report. (“Study and Report Services”).

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall pay Engineer as set forth in Article 4 and Appendix 1.
- B. Owner shall provide Engineer with all criteria and full information as to Owner’s requirements for the Study and Report Services, including but not limited to design objectives and constraints; space, capacity and performance requirements; flexibility and expandability goals; any anticipated funding sources; and budgetary limitations.
- C. Owner shall furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer’s performance of the Study and Report Services, including reports and data relative to previous designs, construction, or investigation at or adjacent to any Site under consideration.
- D. Following Engineer’s assessment of initially-available Project data and information, and receipt of Engineer’s advice regarding the need (if any) for additional Project-related data and information, Owner shall either (1) authorize Engineer to undertake Additional Services necessary to obtain such additional Project-related data and information, or (2) obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related data and information. Such additional data and information would generally include the following:

Property descriptions.

1. Zoning, deed, and other land use restrictions.
  2. Utility information, reports, and mapping.
  3. Property, boundary, easement, right-of-way, topographic, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or adjacent to a Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at a Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site(s), and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Owner shall advise Engineer of the identity and scope of services of any independent consultants retained by Owner to perform or furnish services pertinent to the Study and Report Services.
- F. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Owner shall inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.
- H. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- I. Owner shall inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- J. Owner shall advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- K. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall provide, as required for Engineer's performance of its Study and Report Services:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, or Engineer reasonably requests.
- L. Owner shall be responsible for all requirements and instructions that it furnished to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- M. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
  2. the presence of any Constituent of Concern at any Site; or
  3. any relevant, material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### *3.01 Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### *3.02 Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### *4.01 Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article and Appendix 1. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### *4.02 Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

#### 4.03 *Payment for Basic Services (Lump Sum Basis) and Additional Services*

- A. Using the procedures set forth in this Article, Owner shall pay Engineer for Basic Services as follows:
  1. A Lump Sum amount of \$ 32,500.00.
  2. In addition to the Lump Sum amount, reimbursement for the following expenses: Surveying \$7,500.00
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the Study and Report Services actually completed during the billing period.
- C. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Engineer's Consultants' charges, if any.
- D. Engineer's standard hourly rates and reimbursable expenses schedule are set forth in Appendix 1.

### ARTICLE 5 – OPINIONS OF COST

#### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because of the limited and preliminary nature of the Study and Report Services, and because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

#### 5.02 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- F. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at any Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- G. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- H. Engineer's services do not include providing legal advice or representation.
- I. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

## 6.02 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Study and Report Services or the Project is completed.
- B. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer; (2) if Engineer has completed a Report under this Agreement, and received full payment for such Report, then the Owner may furnish copies of the completed Report to Owner's consultants and design professionals for their reference in proceeding with design or similar services, provided that the Owner informs such consultants and design professionals of Engineer's ownership interests in the Report, and includes with the Report all Engineer's written statements regarding the purpose, scope, use, and limitations of the Report; (3) the Documents are not design or construction documents, (4) no Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent; (5) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (6) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and (7) nothing in this paragraph shall create any rights in third parties.

## 6.03 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## 6.04 *Insurance*

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

## 6.05 Termination

- A. *Termination*: The obligation to provide further services under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
  2. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.05.A.1.a or 6.05.A.1.b.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- B. *Termination for Convenience*: Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner.
- C. The terminating party under Paragraphs 6.05.A or 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- E. In the event of termination by Owner for convenience, or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Article 4 and Appendix 1.

#### 6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the subject matter of the Study and Report Services is located.

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, or other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

#### 6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.09 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to any Site under study.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at any Site under study, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action, or provide notice to the owner of the Site.



- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at any Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near any Site under study in connection with the Study and Report Services.

#### 6.10 *Indemnification and Mutual Waiver*

- A. ***Indemnification by Engineer:*** To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages and judgments (including reasonable consultants' and attorneys' fees) arising from third-party claims or actions relating to the Agreement, the Study and Report Services, or the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. ***Indemnification by Owner:*** Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations. In addition, to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, Consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Study and Report Services, the Agreement, or the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the Owner with respect to the Project.
- C. ***Environmental Indemnification:*** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site under study, provided that (1) any such claim, cost, loss, damages, action, or judgment is

attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Agreement, the Study and Report Services, or the Project, from any cause or causes.

#### 6.11 *Limitation of Engineer's Liability*

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, members, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Study and Report Services this Agreement, or the Project from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, members, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$100,000 or the total compensation paid to Engineer under this Agreement, whichever is greater.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of the Study and Report Services.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
  - 1. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  - 2. *Agreement*—This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 3. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  - 4. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  - 5. *Construction Cost*—The cost to Owner of the construction of a recommended solution presented in the Report furnished by Engineer under Exhibit A, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, and allows for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-

of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

6. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
7. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Agreement as Engineer's independent professional associates and consultants; subcontractors; or vendors.
8. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Engineer to Owner pursuant to this Agreement.
9. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. *Engineer*—The individual or entity named as such in this Agreement.
11. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
12. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
13. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Study and Report Services to be performed or furnished by Engineer under this Agreement are a part.
14. *Site*—One or more lands or areas that Engineer studies as the location or possible location of the Project.
15. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Owner furnishes to Engineer for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to property, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included*

- A. Exhibit A, Engineer's Services.
- B. Appendix 1, Standard Hourly Rates and Reimbursable Expenses
- C. The following additional exhibits: None.

### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Kilgore Economic Development Corporation

Engineer: KSA, a Pape Dawson Company

By: \_\_\_\_\_

By:  \_\_\_\_\_

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

Date: 3/13/2025 \_\_\_\_\_

Name: Lisa Denton \_\_\_\_\_

Name: John G. Reidy, P.E. \_\_\_\_\_

Title: Director \_\_\_\_\_

Title: Managing Principal \_\_\_\_\_

Address for giving notices:  
1001 Synergy Blvd.  
Suite 100  
Kilgore, TX 75662

Address for giving notices:  
140 E. Tyler Street  
Suite 600  
Longview, TX 75601

Designated Representative: \_\_\_\_\_

Designated Representative: \_\_\_\_\_

Name: Lisa Denton \_\_\_\_\_

Name: Brian Pritchett, P.E. \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Title: Project Manager \_\_\_\_\_

Phone: 903.983.3522 \_\_\_\_\_

Phone: 877.572.3647 \_\_\_\_\_

Email: ldenton@kilgore-edc.com \_\_\_\_\_

Email: bpritchett@ksaeng.com \_\_\_\_\_

This is **EXHIBIT A**, Engineer's Services, referred to in and part of the Agreement between Owner and Engineer for Study and Report Professional Services dated \_\_\_\_\_.

## **Engineer's Services**

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Article I of the Agreement is supplemented to include the following agreement of the parties:

Engineer shall provide Basic Services and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A1.01 Study and Report Services*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:  
None
  - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
  - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify 1 alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site(s) to review existing conditions and facilities, unless Owner and Engineer agree that such visits are not necessary or applicable to meeting the Study and Report objectives.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

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Exhibit A – Engineer's Services.

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6. After consultation with Owner, recommend to Owner those solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Advise Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement which are not part of Engineer's Basic Services.
8. Identify and analyze relevant requirements of governmental authorities having jurisdiction to review or approve the Report to be prepared by Engineer, or having jurisdiction over the Project; consult with such governmental authorities as necessary.
9. Review any environmental assessments and impact statements furnished by Owner, and analyze the effect of any such environmental documents (including any mitigation measures identified in the documents) on the Project, including the contemplated design and construction.
10. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services; and, on the basis of information furnished by Owner, a tabulation of summary of allowances for other items and services included within the definition of Total Project Costs.
11. In the Report, advise Owner of any limitations on the use or applicability of the Report.
12. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph is referred to as "Project Strategies, Technologies, and Techniques."
13. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project.
14. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
15. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
16. Perform or provide the following other Study and Report Services: Surveying.



A1.02 *Times for Rendering Services*

- A. Furnish three (3) review copies and one PDF copy of the Report and any other Study and Report Services deliverables to Owner within 30 calendar days of the Effective Date and review it with Owner. Within 5 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.
- B. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish three (3) copies and one PDF copy of the revised Report and any other Study and Report Services deliverables to the Owner within 5 calendar days of receipt of Owner's comments.
- C. Engineer's Study and Report Services will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

**PART 2 – ADDITIONAL SERVICES**

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
  - 1. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.
  - 2. Preparation of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  - 3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  - 4. Provide necessary field surveys and topographic and utility mapping to be used for design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.14 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
  - 5. Services resulting from significant changes in the scope, extent, or character of the Project including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising the Report or other deliverables when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services resulting from Owner's request to evaluate additional potential solutions beyond those identified in Paragraph A1.01.A.1.
7. Services required as a result of Owner providing incomplete or incorrect information to Engineer.
8. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
10. Providing assistance in responding to or investigating the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, or other documents as a result of such review processes.
13. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
14. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

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**Exhibit A – Engineer's Services.**

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This is **Appendix 1**, Standard Hourly Rates and Reimbursable Expenses, referred to in and part of the Agreement Between Owner and Engineer for Study and Report Professional Services dated \_\_\_\_\_.

## Part One: Standard Hourly Rates Schedule

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article 4 of the Agreement, and are subject to annual review and adjustment.

B. *Schedule:*

Hourly rates for services performed on or after the Effective Date are:

Principal	\$280.00/hour
Senior Aviation Planner	\$225.00/hour
Aviation Planner	\$185.00/hour
Electrical Engineer	\$190.00/hour
Electrical Design Engineer	\$155.00/hour
Senior Project Manager	\$250.00/hour
Project Manager	\$185.00/hour
Senior Project Engineer	\$180.00/hour
Project Engineer	\$160.00/hour
Senior Design Engineer	\$140.00/hour
Design Engineer	\$120.00/hour
Senior Project Architect	\$240.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
Senior Engineering Technician	\$210.00/hour
Engineering Technician	\$115.00/hour
Senior Design Technician	\$135.00/hour
Design Technician	\$ 95.00/hour
Safety Manager	\$135.00/hour
Safety Specialist	\$100.00/hour
Regulation Compliance Specialist	\$120.00/hour
Project Assistant	\$ 90.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$120.00/hour
Project Representative	\$105.00/hour
Graphic Designer	\$ 80.00/hour
Administrative Assistant	\$ 85.00/hour
Secretary	\$ 55.00/hour

Three-Man Survey Crew	\$210.00/hour
Two-Man Survey Crew	\$180.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$155.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.66/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

### Part Two: Reimbursable Expenses Factors

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1. Engineer shall be entitled to reimbursement of expenses under Parts Two and Three only as specified in Article 4 of the Agreement.
2. Owner shall reimburse Engineer for the expenses listed in Part Three below subject to an administrative factor of 1.0, unless another factor is indicated for a specific Reimbursable Expense.
3. Owner shall reimburse Engineer for Engineer's Consultant's charges subject to an administrative factor of 1.15.

### Part Three: Reimbursable Expenses Schedule

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Reimbursable Expenses rates are subject to annual review and adjustment. Rates and charges for Reimbursable Expenses as of the Effective Date are:

8"x 11" Copies/Impressions	\$ at cost
Copies of Drawings	\$ at cost
Mileage (auto)	\$ GSA Rate
Air Transportation	at cost
CAD Charge	\$ 85.00/hour
Laboratory Testing	at cost
Health and Safety Level D	\$ at cost
Health and Safety Level C	\$ at cost
Meals and Lodging	\$ at cost

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Exhibit A – Engineer's Services.

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**A RESOLUTION OF THE KILGORE ECONOMIC DEVELOPMENT CORPORATION  
AMENDING THE "RULES AND REGULATIONS FOR SYNERGY PARK AT ELDER LAKE"**

**WHEREAS**, the Kilgore Economic Development Corporation (hereinafter referred to as "KEDC"), by and through its board of directors, and acting in its capacity as the governing authority responsible for the administration of Synergy Park at Elder Lake, recognizes the importance of ensuring the safety, health, and welfare of all park visitors; and

**WHEREAS**, recent safety concerns have arisen due to hazardous conditions near the trails adjacent to the Synergy Blvd. Bridge and the ongoing road closure, necessitating immediate action to protect public safety; and

**WHEREAS**, to address these safety concerns, a Notice of Park Closure for Public Safety has been issued, temporarily restricting access to Elder Lake at Synergy Park outside of normal business hours, including weekends, in order to prevent potential risks to visitors; and

**WHEREAS**, the KEDC is committed to resolving the underlying safety issues as expeditiously as possible, and upon completion of the required repairs and improvements, the KEDC will revisit and review the park's operating hours; and

**WHEREAS**, to formalize the changes to operating hours and ensure compliance with the "Rules and Regulations for Synergy Park at Elder Lake," it is necessary to amend Section 5, entitled "Hours Open," to reflect the updated hours of operation during this interim period; and

**WHEREAS**, this action is deemed to be in the best interest of the public to preserve the health, safety, and welfare of all park visitors;

**NOW, THEREFORE, BE IT RESOLVED BY THE KILGORE ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:**

1. **Amendment to Section 5 of the Rules and Regulations.** Section 5 of the "Rules and Regulations for Synergy Park at Elder Lake" is hereby amended to read as follows:

*"No person shall enter into or remain within the Park at any time other than during such time as the Park is open to the public as designated on the sign posted at or near the entrance of the Park. The Park shall be open to the public Monday through Friday, 8:00 am to 5:00 pm. The Park will be closed on Saturday and Sunday."*

2. **Temporary Nature of this Amendment.** This amendment to the operating hours is made on a temporary basis in response to the immediate safety concerns identified at Synergy Park. Once the necessary repairs and improvements to the trails and roadways are completed, the KEDC shall revisit and review the operating hours to determine whether further adjustments are warranted.

3. **Public Notice.** The KEDC shall ensure that adequate public notice of the revised operating hours is provided, including the posting of updated signage at or near the entrance of Synergy Park and communication with the public through appropriate channels.
4. **Preservation of Public Safety, Health, and Welfare.** The KEDC reaffirms its commitment to preserving the safety and well-being of all park visitors and ensuring the continued enjoyment of Synergy Park in a manner that prioritizes public health and welfare.
5. **Effective Date.** This amendment to the "Rules and Regulations for Synergy Park at Elder Lake" shall take effect immediately upon adoption of this resolution.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF MARCH 2025.**

\_\_\_\_\_  
Alan Pollard, President

Kilgore Economic Development Corporation

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Secretary  
Kilgore Economic Development Corporation

## AGENDA ITEM VII

### KEDC Operations

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Consider discussion and possible action on KEDC operations:

- a. BRE Report
- b. Marketing & Workforce Report
- c. Executive Director Report

## AGENDA ITEM VIII

### Executive Session

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Consider entering into Executive Session according to Texas Government Code Chapter 551 to discuss:

- a. Section 551.071--Consultation with Attorney
- b. Consider entering into Executive Session according to Texas Government Code Chapter 551 to Section 551.072-Discussion Regarding Real Property
  1. Deliberate the purchase, exchange, lease, or value of real property.
    - Industrial Park 2.0
    - 2005 Hwy 42 N
- c. Section 551.074- Discussion on Personnel Matters.
- d. Section 551.087 Discussion Regarding Economic Development Negotiations:  
Discussions regarding negotiations with the following prospects:
  - Prospect # 2698
  - Prospect # 2711
  - Prospect # 2717
  - Prospect # 2726



## AGENDA ITEM IX

### Action Items

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Consider discussion and possible action on items discussed under Agenda Item VIII.

AGENDA ITEM X

Adjourn

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Adjourn