City Council Regular Meeting Agenda

November 05, 2026 at 6:00 PM

Keene City Hall - Robert G. Cooper Council Chamber
1000 N. Old Betsy Rd., Cleburne, Texas 76031

Live Stream at https://www.youtube.com/@cityofkeenetexas

Samantha Gillin - Place 2, Mayor Pro Tem | Troy Smith - Place 1 | Bob Chapman - Place 3
Rob Foster - Ward 1 | Johnny Shaw - Ward 2 | Chuck Easley - Ward 3

1. **Call to Order, Invocation, Pledge of Allegiance, Pledge to Texas Flag**
2. **Mayor Announcements**

   Cell phones are to be placed on vibrate/silent only. No conversation or comment from the audience is permitted unless specifically called upon by the Mayor.

   A. Present a Proclamation in recognition of Municipal Courts Week.
3. **Public Comments**

   Each person in attendance who wishes to speak to the City Council on an item NOT posted on the agenda shall speak during this section.

   A speaker card must be filled out and given to the City Secretary before addressing the City Council. Each speaker will be allotted three (3) minutes.

   City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the City Council from deliberating or taking action on an item not listed on the agenda. City Council may, however, receive your comments on the unlisted item, ask clarifying questions, respond with facts, and explain policy.

   Each person in attendance who wishes to speak to the City Council on an item posted on the agenda shall speak when the item is called forward for consideration.
4. **Reports**

   Informational reports only; no action to be taken.

   A. City Manager's Comments – CR 317 Update, Industrial Park & City Development Update, MASA First Townhall Scheduled, City Masterplan Grant Update, Starfest, and Sidewalks.
5. **Consent Agenda**

   All items listed below have been previously discussed, require no deliberation, or are routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council. If discussion is desired, the item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Manager to implement each item in accordance with the staff's recommendation.

   A. Consider approval of the minutes of the regular Keene City Council meeting held on October 1, 2026.

   B. Consider approval of the Interlocal Agreement for Providing Fire Extinguishment and Emergency Services with a Municipality, between the City of Keene and the Johnson County Emergency Services District No.1 (ESD).

   C. Consider approval by resolution the updated Municipal Maintenance Agreement with the Texas Department of Transportation (TxDOT).

D. Consider approval of participating in the National Opioid Settlement with Albertsons.

6. Public Hearing Items

There is no public hearing scheduled for this meeting date.

7. General

General business items for discussion:

A. Review, discuss, and consider action or direction on a request to correct addressing of the 200 block of Pioneer Drive.

B. Review, discuss, and consider action on an ordinance to update Chapter 115: Garage Sales of the City Code of Ordinances.

C. Review, discuss, and consider setting the date for a special-called City Council Meeting to canvass the November 3, 2026, City of Keene General Election as Monday, November 16, 2026, at 6:00 p.m.

8. Executive Session

Pursuant to the Texas Open Meetings Act, Chapter 551, Texas Government Code, the City Council may recess to Executive Session at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to any posted item and by the following authority:

A. Section 551.074: Personnel Matters - Deliberate the re-appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, and **Section 551.071: Consult with City Attorney** - Consult on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. (*Annual Review Municipal Court Judge, and City Manager*)

9. Reconvene into Open Session

To take action on the above-listed Executive Session item(s), if any.

10. Requests for Future Agenda Items

11. Adjourn

NOTE: The City Council reserves the right to meet in executive session closed to the public at any time during the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including § 551.071 (private consultation with the attorney for the city); § 551.072 (discussing purchase, exchange, lease or value of real property); § 551.073 – (deliberation regarding prospective gift); § 551.074 (discussing personnel or to hear complaints against personnel); § 551.076 (deliberation regarding security devices or security audit); § 551.087 (discussing economic development negotiations); § 551.089 (deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code). Any decision on such matters will be taken or conducted in open session following the conclusion of the executive session.

This is to certify that a true and correct copy of this Notice of Meeting was posted on the bulletin board at the Keene City Hall, 1000 N. Old Betsy Road, Cleburne, Texas a place readily accessible to the general public at all times and to the City's website www.keenetx.com, in compliance with Chapter 551, Texas Government Code, three business days prior to the start of this meeting.

Date: 10/30/2026 Time: 1:00 PM By: Holly B. Russell

Holly Russell, City Secretary

Accessibility Statement

The Keene City Hall is wheelchair accessible. The entry ramp is at the front, with entry at the front entrance to City Hall. Reasonable accommodation to furnish auxiliary aids or assistance to assist persons with special needs will be provided when seventy-two (72) hours advance notice is given. Please contact the City Secretary's Office at 817-641-3336 ext. 105.

The City of Keene, Texas

Proclamation

Whereas, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

Whereas, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Keene Municipal Court is a state court and its judges are members of the state judiciary;

Whereas, the procedures for the Keene Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

Whereas, the City of Keene is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

Whereas, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Keene Municipal Court in complying with such legal requirements.

Now, therefore, I, Samantha Gillin, Acting Mayor of the City of Keene, Texas, do hereby proclaim the week of November 2-6 2026, as

Municipal Courts Week

in the City of Keene, Texas, in recognition of the fair and impartial justice offerd to our citizens by the Municipal Court of Keene, Texas.

In recognition whereof, I affix my hand and seal this 5th day of November 2026.

_____

Samantha Gillin, Mayor Pro Tem

CITY OF KEENE TEXAS

City Council Regular Meeting

November 5, 2026, at 6:00 PM

Submitted by:
Jonathan Seitz, City Manager
citymanager@keenetx.com

Report Item 4A

SUBJECT:

City Manager's Comments – CR 317 Update, Industrial Park & City Development Update, MASA First Townhall Scheduled, City Masterplan Grant Update, Starfest, and Sidewalks.

BACKGROUND:

- CR 317 is moving along and still on schedule to open by January 2027.
- Metalplate Galvanizing is anxious to get foundations poured and as soon as they do, they will begin erecting the buildings. Gasline has been relocated and passed their pressure test.
- O'Reilly Auto Parts is still moving forward. Working on a possible multi-tenant sign.
- Had our first MASA City Town Hall meeting on Wednesday November 4th at 6:00pm to address any concerns citizens might have.
- City Masterplan Grant is roughly one year into a two-year process. Once they reach 60% of the way through the process, they conduct a Town Hall to report on their current finding which is scheduled for Tuesday, November 17th at 5:00pm.
- This was Starfest's second year to be held at the KISD campus, allowing for continued growth and better safety. This year we had 43 vendors sign up, compared to 28 last year. Thank you to all the volunteers, staff, vendors, and donors including the KEDC Type B Board that enable this event to happen.
- The City has finished phase 1 of the sidewalk installation plan and have moved into phase 2 which will run along Eastern and Pecan. Phase 3 will finish running along 4th Street to CTA. The goal is to make safe paths for children walking to the KISD, KAES, and CTA school campuses.

ATTACHMENT

None

City Council Regular Meeting

November 05, 2026, at 6:00 PM

Submitted by:
Holly Russell, City Secretary
citysectretary@keenetx.com

Consent Agenda Item 5A

SUBJECT:

Consider approval of the minutes of the regular Keene City Council meeting held on October 1, 2026.

ATTACHMENTS:

- DRAFT- Minutes of the City Council regular Meeting held October 1, 2026.

City Council Regular Meeting Minutes

October 01, 2026 at 6:00 PM

Keene City Hall - Robert G. Cooper Council Chamber
1000 N. Old Betsy Rd., Cleburne, Texas 76031

Recorded Live Stream Available at https://www.youtube.com/@cityofkeenetexas

Members present: Samantha Gillin, Mayor Pro Tem; and Council Members Bob Chapman, Chuck Easley, Rob Foster, and Jonny Shaw.

Members Absent: Council Member Troy Smith

City Staff present: Jonathan Seitz, City Manager; Holly Russell, City Secretary; Mira Lam, Director of Finance; Sandra Overstreet, HR Director; Chief James Kidd, Keene Police Department; Chief Dan Warner; Keene Fire & Rescue; Cari Warwick, Management Assistant; and Keith Barrow, Digital Marketing Coordinator.

DRAFT

1. Call to Order, Invocation, Pledge of Allegiance, Pledge to Texas Flag

Mayor Pro Tem Gillin called the meeting to order at 6:01 p.m. and Council Member Foster gave the invocation.

2. Mayor Announcements

Mayor Pro Tem Gillin reminded everyone about the meet-n-greet receptions before regular Council Meetings and invited all to attend, and then announced that National Night Out is Tuesday, October 6 from 6:00 - 8:00 p.m. Mr. Seitz added that Starfest will be on Wednesday, October 28, at the KISD school grounds.

3. Public Comments

Matt Seale, Keene Police Association President, shared the association is hosting a bike helmet drive for kids that starts on October 6. Donations of new bike helmets can be dropped off at the Keene Police Department until the end of November. Later in the year, they plan to also give out bicycles closer to the Christmas holiday.

Pau Gnadt, Keene Chamber of Commerce Director, spoke about the upcoming Chamber's 13th Annual Candidate Forum, to be held on October 13 at 6:00 p.m., in the Keene Community Center. This year will also include the Mayoral Candidate Forum. The Chamber is asking for public input for questions for the candidates at 6:00 pm in the Community Center on October 6. All are encouraged to attend and share their questions.

Joveta Kanion, Director for Nature's Open Door community garden, gave an update on the success of the community garden and classes that have been hosted. Every first and third Monday, from 10:00 a.m. to 11:00a.m., of the month is a cooking class called from "garden to table". All are welcome to attend.

4. Reports

Informational reports only; no action to be taken.

A. Receive a report from Dr. Stephens, Keene ISD Superintendent, on the public schools; topics covering summer activities and the beginning of the school year.

Dr. Stephens notified city administration that he was unable to make a report at the meeting due to a school events for families during this time. He requested to be pushed to the December meeting.

B. City Manager's Comments – City Development Updates, Crosswalks at FM 2280 (Old Betsy) and 4th street and TXDOT Meeting

Jonathan Seitz, City Manager, shared an update on the various city developments and showed photos from his recent trip to visit the Metalplate facility in the Houston area. He shared that the CR 317 Improvements have started, as well as the relocation of the sewer line in the Canyons Development. He gave an update on the topic of the crosswalk of FM 2280 and Fourth Street, and his conversation with TxDOT. The city is going to plan for a section of sidewalk at that location with ADA ramps, and then TxDOT will put in the crosswalks for the intersections. Lastly, he shared that the city website project is complete and now live as of today.

5. Consent Agenda

All items listed below have been previously discussed, require no deliberation, or are routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council. If discussion is desired, the item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Manager to implement each item in accordance with the staff's recommendation.

A. Consider approval of the minutes of the regular Keene City Council meeting held on September 03, 2026.

Council Member Foster asked to pull this item for discussion. It was discussed after the vote on approval of the remaining Consent Agenda items. Mr. Foster wanted to strike a statement about the Charter Review Commission and the recommendation brought to Council since the wording was confusing. A motion was made to approve the minutes as amended, and seconded. The motion carried.

Motion made by Shaw, Seconded by Chapman.
Voting Yea: Mayor Pro Tem Gillin, Chapman, Easley, Foster, Shaw

B. Consider approval of the minutes of the special-called Keene City Council meeting held on September 17, 2026.

C. Consider approval of a corrected agreement between Johnson County and the Keene Police Department for Dispatching Services for Fiscal Year 2026-2027.

D. Consider approval of Addendum No. 2 to the Master Service Agreement with MCCi to receive expanded services of Laserfiche Cloud, and Addendum No. 3 for the added service of JustMeetings.

A motion was made to approve Consent Agenda Items B-D as presented, and was seconded. The motion carried.

Motion made by Shaw, Seconded by Foster.
Voting Yea: Mayor Pro Tem Gillin, Chapman, Easley, Foster, Shaw

6. Public Hearing Items

There was no public hearing held at this meeting.

7. General

General business items for discussion:

A. Discuss the speed limit of FM 3048, especially in the vicinity of the CR 805-B intersection, and give possible direction to staff on requesting TxDOT to consider a change to the speed limit for safety reasons.

Mr. Seitz gave shared that FM 3048 belongs to TxDOT and the city will have to follow their guidelines for requesting improvements or changes. He noted that the biggest hinderance is the tree that blocks a driver's view of the road. For the speed limit to change, the state will have to do a traffic study, and advised that most studies often result in higher speed limits rather than slower. He will discuss with Public Works about handling the tree to improve visibility, and asked Council to advise on how they would like to proceed with approaching the state for addressing the speed issue. Council advised Mr. Seitz to proceed with conversations with TxDOT on the issue.

8. Executive Session

Pursuant to the Texas Open Meetings Act, Chapter 551, Texas Government Code, the City Council may recess to Executive Session at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to any posted item and by the following authority:

A. 551.071 CONSULTATION WITH CITY ATTORNEY and **551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS**: to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations (Industrial Park).

Mayor Pro Tem Gillin recessed the meeting into Executive Session at 6:34 p.m.

9. Reconvene into Open Session

Mayor Pro Tem Gillin called the meeting back to order at 7:12 p.m.

A motion was made to authorize the City Manager to update the city's tax abatement and guidelines pursuant to the Texas Tax Code, and to continue negotiations with the sale of real property in the Industrial Park, and seconded. The motion carried.

Motion made by Foster, Seconded by Easley.
Voting Yea: Mayor Pro Tem Gillin, Chapman, Easley, Foster, Shaw

10. Requests for Future Agenda Items

Foster - discussion about possibly allowing metal containers for storage within city limits

11. Adjourn

There being no further business to discuss, Mayor Pro Tem Gillin adjourned the meeting at 7:14 p.m.

Approved on this the _____ day of November 2026.

APPROVED:

Samantha Gillin, Mayor Pro Tem

ATTEST:

Holly Russell, City Secretary

DRAFT

DRAFT

City Council Regular Meeting

November 05, 2026, at 6:00 PM

Submitted by:
Chief Dan Warner, Keene Fire Rescue
firechief@keenetxcom

Consent Agenda Item 5B

SUBJECT:

Consider approval of the Interlocal Agreement for Providing Fire Extinguishment and Emergency Services with a Municipality, between the City of Keene and the Johnson County Emergency Services District No.1 (ESD).

BACKGROUND:

The Interlocal Agreement for Providing Fire Extinguishment and Emergency Services with a Municipality, between the City of Keene and the Johnson County Emergency Services District No. 1 (ESD) is an annual renewal.

FINDINGS/CURRENT ACTIVITY:

Significant Changes from Previous Fiscal Year Agreement:
ESD Contract Section 5.01 (1) – The annual distribution is increasing from $306,223 to 315,410.04.

ACTION OPTIONS/RECOMMENDATION:

Staff recommend approving the Interlocal Agreement with the ESD.

ATTACHMENTS:

- Interlocal Agreement for Providing Fire Extinguishment and Emergency Services with a Municipality

INTERLOCAL AGREEMENT FOR PROVIDING FIRE EXTINGUISHMENT AND EMERGENCY SERVICES WITH A MUNICIPALITY

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

This **INTERLOCAL AGREEMENT FOR PROVIDING FIRE EXTINGUISHMENT AND OTHEREMERGENCY SERVICES** ("Contract'), effective as of the 1st day of October, 2026 by and between **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, hereinafter referred to as "DISTRICT", a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, hereinafter called the "Act", and the **CITY OF KEENE**, hereinafter called "Department", duly organized and operating under the laws of the State of Texas;

Witnesseth:

WHEREAS, the DISTRICT and the DEPARTMENT enter into this Contract pursuant to Chapter 775 of the Texas Health & Safety Code and the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. District and Department acknowledge that the governing bodies of each Party met in separate open meetings and each approved this Agreement by a majority vote;

WHEREAS, the DISTRICT desires to secure fire extinguishment and emergency services for a specified area of Johnson County, Texas, hereinafter referred to as Service Area, to preserve the property located within the DISTRICT, and to preserve and to protect the public health, safety and welfare of the citizens within the DISTRICT;

WHEREAS, the DISTRICT has determined that it is in the best interests of the residents and property owners of the DISTRICT to enter into a contract for fire extinguishment and other emergency services with the DEPARTMENT which is capable of providing same at levels acceptable to the DISTRICT;

WHEREAS, the DEPARTMENT currently provides for extinguishment and emergency services and is willing to furnish such facilities and provide such services to the Service Area for the consideration hereinafter provided; and

WHEREAS, the DEPARTMENT represents and warrants that it is in full compliance with any and all DISTRICT policies, and local, federal, and state law applicable to its operations and existence as a political subdivision and an emergency service organization in the State of Texas and any other applicable law related to it:

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree with the others as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Findings of Fact – The DISTRICT and DEPARTMENT find that the facts and statements set forth in the preamble to this Contract are true and correct and incorporated into this Contract for all purposes.

Section 1.02 Definitions – The following terms shall have the respective meaning assigned to them in this **Article I** wherever they are used in this Contract.

ACT – Chapter 775, Texas Health and Safety Code, as amended.

AUTOMATIC AID - Refers to pre-arranged outside assistance from another entity that responds on the first alarm to certain incidents that require minimum resources such as building fires. There is no special request for aid needed, as it is automatic.

BREACH OF CONTRACT – Shall mean an act or circumstance by either party to this contract, which violates or results in the non-compliance with this Contract or any provision herein.

CONTRACT – This Contract and any and all amendments or supplements hereto.

CURRENT DISTRICT POLICIES – DISTRICT policies in effect on the date the contract is signed by both parties, or the current policies recommended by the Policy Development Committee of the DISTRICT.

DEPARTMENT –**THE FIRE DEPARTMENT** of the **CITY OF KEENE** is duly organized and existing under the laws of the United States and the State of Texas, and in full compliance at all times with same.

DISTRICT – JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1, A political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act.

EMERGENCY – A circumstance of urgent necessity requiring the immediate action of a party in order to protect health, safety and welfare or property of the general public and commercial interests within the Service Area and outside or subject to mutual aid upon call of another municipality, fire department, emergency medical service or 911 network.

EMERGENCY SERVICES – Those activities required for and related to the control and extinguishment of fires; those activities required for and related to providing service as a "First Responder Organization" as defined by Chapter 773, Texas Health and Safety Code or other applicable law, rule or regulation; other requests for assistance as dispatched by the DISTRICT from time-to-time, or standing by at a designated location, or on apparatus, or nearby in a state of readiness to perform these activities. This definition shall **not** be construed in any way to limit the ability of the DEPARTMENT to provide specialized services in addition to those required above.

FACILITIES – The fire fighting facilities and emergency equipment reasonably required to provide the fire extinguishment and emergency services to be rendered by the DEPARTMENT pursuant to this Contract.

FIRST RESPONDER EMERGENCY MEDICAL SERVICES – All first responder emergency medical services to be made available to the District pursuant to this Agreement, including routinely responding to medical emergency situations, utilizing only personnel who are emergency medical services ("EMS") certified by the Texas Department of State Health Services, providing appropriate, qualified, medical personnel to respond to dispatches to scene calls for emergency medical assistance, providing on-scene emergency medical assistance to ill and injured patients, and providing, maintaining, and servicing appropriate vehicles, medical supplies, medical equipment, and communications equipment.

MUTUAL AID - An agreement between two or more departments to respond to formal requests for assistance under specific conditions, when an on scene or responding primary department calls for assistance that has not been pre- arranged to be automatically dispatched on the initial assignment.

SERVICE AREA - The geographic boundaries of the DEPARTMENT as assigned by the DISTRICT and as such boundaries exist at present or may hereafter be amended. Compensation may be adjusted accordingly for any amended boundaries with negotiations between the DEPARTMENT and the DISTRICT to be based on the current formula. For purpose of reference, the current boundaries of the DEPARTMENT are described in Appendix "A," attached and incorporated for all purposes. The DISTRICT shall provide an up-to-date map of the DISTRICT and the DEPARTMENT'S Service Area with individual boxes to allow expedited response to emergencies.

Section 1.03 Construction of Terms. If appropriate, in this Contract, words of the singular number shall be considered to include plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neutral gender shall be considered to include other genders.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01 District's Representations – The DISTRICT represents that:

1. The DISTRICT is a duly constituted political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act and has the authority to enter into this Contract and the transactions contemplated hereby and to carry out its obligations hereunder.

2. The DISTRICT is not in default under or in violation of the Constitution and/or laws of the State of Texas relevant to the consummation of the transactions contemplated by this contract and has authorized the execution and delivery of this Contract.

Section 2.02 Department's Representation and Warranties – The DEPARTMENT hereby makes the following representations and warranties as the basis for the undertakings on the part of the DEPARTMENT herein contained:

1. The DEPARTMENT, through the City, is validly existing and in good standing under the laws of the State of Texas, and shall at all times remain so during the term of this Contract.

2. The DEPARTMENT, through the City, has full municipal power and authority to execute and deliver this Contract and has, by proper action, duly authorized the execution and delivery of this Contract.

3. Neither the execution nor delivery of this Contract, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms or conditions of this Contract conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the DEPARTMENT is now a party or by which it is bound, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of the DEPARTMENT.

4. The DEPARTMENT warrants and represents that it shall comply faithfully with all provisions of the Act and all other local, state, or federal laws, rules, or regulations applicable to the DEPARTMENT and its duties under this Contract, and further shall, throughout the term of this Contract, be in compliance with all properly adopted DEPARTMENT and DISTRICT policies currently in effect.

Section 2.03 Joint Representations – No member of the DISTRICT or DEPARTMENT has any significant or conflicting interests, financial, employment or otherwise in the transactions contemplated hereby, other than as a resident or property owner of the DISTRICT, that has not been brought to the attention of all parties concerned. No member of the DEPARTMENT shall be an interested party or a party that benefits from any conduct of business by the DEPARTMENT or the DISTRICT that would present a conflict under the Texas nepotism laws or other state laws regarding competitive bidding or conflicts of interests. Should any member of the DEPARTMENT or any other responsible person believe a party or person governed by the Contract is violating this provision, the person with such belief shall have a right to require that the matter be discussed with the opposing party at an open meeting of the DISTRICT.

ARTICLE III
SERVICES TO BE PROVIDED

Section 3.01 General – During the term of this Contract, the DEPARTMENT agrees to provide Emergency Services to the Service Area on a 24 hour per day basis seven days a week. The DEPARTMENT shall provide the EMERGENCY SERVICES called for by this Contract, including, but not limited to, the fighting and extinguishment of fire and the provision of other emergency services to the Service Area, including, but not limited to, First Responder Emergency Medical Services. The Contract also recognizes the DEPARTMENT'S ability to provide and receive Mutual Aid, Automatic Aid, or other aid to/or from other emergency service organizations as deemed necessary by the DEPARTMENT or DISTRICT. The DISTRICT reserves the right to be informed of any mutual, automatic, or other aid agreements between the DEPARTMENT and agencies outside the DISTRICT contractors. EMERGENCY SERVICES shall be provided by the DEPARTMENT. The DEPARTMENT respond to a minimum of 80% of the calls for assistance that it is dispatched to within the Service Area. A response shall be defined as notification made to dispatch by the department via radio, that personnel are enroute to the emergency with the appropriate equipment and apparatus within 12 minutes of "tone–out". If during any one-month time period, the DEPARTMENT is unable to respond to more than 20% of the calls for assistance in their jurisdiction, the DISTRICT shall review the response information; meet with the DEPARTMENT Fire Chief or representative and make recommendations to improve response capabilities. Beginning with the second month and for each additional month that the DEPARTMENT fails to respond to more than 20% of the calls for assistance in their jurisdiction, the DEPARTMENT's monthly payment amount shall be divided by the total number of calls dispatched for that month and payment made to the department(s) that were the primary responder on each call. Failure to meet the minimum response requirements for three months of the contract period may result in termination of the Contract. If DEPARTMENT cannot respond to a call within the Service Area, as required by this Contract, DEPARTMENT shall immediately request Mutual Aid from another entity to ensure that there is a response to the call for assistance.

Section 3.02 <u>Non-Exclusive Agreement</u> – The DEPARTMENT hereby acknowledges and agrees that its primary responsibilities are to its assigned Service Area. However, in order to ensure to the greatest extent practical that there will be sufficient facilities and emergency resources available to the DISTRICT, the parties acknowledge that the DEPARTMENT may enter into Mutual Aid Agreements or other agreements with other non-DISTRICT emergency services organizations, fire departments, or municipalities in the area for provision of Emergency Services to the Service Area. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

Section 3.03 Approvals, Training, and Permits –

A. Approvals. The DEPARTMENT shall obtain all necessary licenses, permits, certifications and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Contract or otherwise required by law. It is the DEPARTMENT'S sole responsibility to renew and maintain its status and licensing as a "First Responder Organization" as defined by Chapter 773, Texas Health and Safety Code. The DEPARTMENT'S failure to obtain and/or maintain said licenses will result in withholding of all payments by the DISTRICT to the DEPARTMENT until the problem is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

B. Training. The DEPARTMENT shall participate in a recognized Training Program that is substantially equal to the Texas Commission on Fire Protection ("TCFP") and or State Fireman's and Fire Marshal's Association ("SFFMA") testing and skills verifications. The DEPARTMENT shall ensure that personnel have the following minimum training:

   All personnel entering into Immediately Dangerous to Life or Health ("IDLH") atmosphere must have Live Fire Prerequisites (or equivalent) Certification or greater, Self-Contained Breathing Apparatus ("SCBA") Part B and Live Burn Class taught by DISTRICT personnel, personnel certified by the DISTRICT, or other certified TCFP training facility; Personnel that already have National Fire Protection Association ("NFPA") Firefighter 1 certifications or greater are not required to attend the SCBA Part B and Live Burn class taught by the DISTRICT but it is recommended.

C. Permits. The DEPARTMENT shall ensure that personnel responding to emergency medical calls have the following Certifications/License:

   Shall have current State and or National registry certifications for ECA/EMR or EMT or EMT-Advanced or EMT-Paramedic or EMT- Licensed EMT-Paramedic
   Shall have current CPR certification.
   Shall have completed and passed current medical protocol test and skills proficiency test.

Proctors for testing shall be authorized by the DISTRICT'S medical director. All members shall adhere to the current DISTRICT Medical Director's emergency medical protocols. *All personnel at the scene of an incident who are not qualified under the training and certification requirements above (ride-outs, observers, cadets, etc.) and probationary firefighters shall be clearly identified with distinctive, vests, helmets, or other methods. The DEPARTMENT warrants that the Fire Chief and Assistant Chief have the following certifications:

Head of Department (TCFP) or
Firefighter I Certification (TCFP or SFFMA) and
ICS – 100
IS – 700

The DEPARTMENT shall ensure that at least 90% of all personnel participating in emergency operations have completed a minimum of 20 hours of training approved by the DISTRICT, SFFMA, or a State, or Federal agency, for the previous 12-month period beginning August 1 of the previous contract year and ending July 31st of the contract year.

Section 3.04 Maintenance and Operation – The parties hereto agree that during the term of this Contract, the DISTRICT shall have **no** responsibility or liabilities whatsoever for operating, maintaining, repairing and ensuring any facilities by which Emergency Services are provided by the DEPARTMENT. Such responsibilities belong **solely** to the DEPARTMENT.

Section 3.05 Compliance with Governmental Requirements – The DEPARTMENT shall at all times conduct its activities in accordance with all current applicable statutes, laws, rules, and regulations and shall further obtain and maintain all permits, consents and certificates that are required by any governmental body or other entity with jurisdiction over the DEPARTMENT.

Section 3.06 Liaison – The City Manager or their duly authorized Fire representative, shall be the liaison with the DISTRICT.

Section 3.07 Independent Contractors: Personnel of Department – Notwithstanding anything in this Contract that may be construed to the contrary, the DEPARTMENT and all of its personnel, employees, members, volunteers, or agents shall at all times be independent contractors and not employees, volunteers, members, agents, or representatives of the DISTRICT. The DEPARTMENT and its personnel shall at all times have the right to control the details of their work.

Section 3.08 Automatic Aid – The DEPARTMENT agrees to respond to Emergency incidents in other jurisdictions as dispatched to ensure that essential personnel and/or equipment shall be available. The DEPARTMENT further agrees to receive aid from other jurisdictions to ensure that adequate personnel and resources respond quickly to an Emergency.

Section 3.09 ISO Rating – In order to accomplish a County-wide International Organization for Standardization ("ISO") rating improvement, the DEPARTMENT agrees that all of its apparatus are equipped in accordance with the latest adopted version of NFPA 1901 and shall have in place a program to annually:

- Test its full complement of hoses in accordance with NFPA 1961;
- Test its full complement of ground ladders in accordance with NFPA 1932; and
- Test the pumps of its Class A Engines in accordance with NFPA 1911.

ARTICLE IV
INSURANCE AND INDEMNIFICATION

Section 4.01 Insurance – The DEPARTMENT or City thereof shall insure all its facilities and properties reasonably required to provide Emergency Services hereunder, against loss or damage of kinds usually insured against by entities similarly situated. The insurance will be provided through the Texas Municipal League Risk Pool or with one or more reputable insurance companies in the minimum amount required by Texas Law for death, and bodily injury or property damage.

1. The DEPARTMENT shall carry public liability insurance with respect to the facilities through the Texas Municipal League Insurance Risk Pool or with one or more insurance companies licensed in the State of Texas in the minimum amount required by Texas Law for death, bodily injury or property damage.

2. The DEPARTMENT shall carry errors and omissions, general liability and other insurance necessary for its operations and for any and all risks that may be necessary in its operations as a political subdivision of the State of Texas.

3. Each insurance policy provided for in this Contract shall be in the name of the DEPARTMENT or City as the named insured and the DISTRICT as an additional insured.

4. If said insurance is not provided, the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate the Contract.

Section 4.02 Workers' Compensation Coverage – The DEPARTMENT shall maintain workers' compensation coverage for its employees, officers and volunteers related to or arising from the DEPARTMENT'S performance under this contract. The DEPARTMENT recognizes that the DISTRICT has no responsibility to furnish this coverage and DEPARTMENT waives any right to pursue recovery from the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage. If said insurance is not provided, the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate the Contract without recourse.

Section 4.03 Indemnification – To the fullest extent allowed by law, The DEPARTMENT shall indemnify and hold the DISTRICT, as well as its commissioners, officials, agents, volunteers, representatives, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DEPARTMENT or its contractors, officials, agents, employees, volunteers, subcontractors, or representatives, in performing the services required under this Contract, except where the DISTRICT is concurrently negligent or has committed concurrent intentional acts or omissions. To the fullest extent allowed by law, the DISTRICT shall indemnify and hold the DEPARTMENT, as well as its governing body, officials, agents, volunteers, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DISTRICT or its commissioners, officials, agents, employees, volunteers, contractors, subcontractors, or representatives in performing under this Agreement, except where the DEPARTMENT is concurrently negligent or has committed concurrent intentional acts or omissions. It is expressly understood and agreed that, in the execution of this Contract, neither DISTRICT or DEPARTMENT waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation, including, but not limited to sovereign or official immunity. In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. The DEPARTMENT or DISTRICT shall not be liable for benefits or any other compensation for injuries or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006 (a-1), the DISTRICT and DEPARTMENT agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual DEPARTMENT or DISTRICT performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The DEPARTMENT and DISTRICT agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

ARTICLE V
PAYMENTS BY DISTRICT

Section 5.01 Methods of obtaining Funds from the District –

1. Payment for Services –After meeting its obligations for operating expense, debt service and establishment of a reserve fund, and other costs and expenses as determined by the DISTRICT, the DISTRICT shall annually compensate the DEPARTMENT for the services provided by the DEPARTMENT in the amount of **$ 26,284.17** per month on or before the 25th of each month. All funds paid by DISTRICT shall be from current funds only, and the DISTRICT reserves the right to withhold any payment or appropriation of the above amount if the DEPARTMENT is in breach of this Contract and reserves its right of non- appropriation.

2. The DEPARTMENT may be eligible to receive additional funding through the DISTRICT'S's Incentive Program (Appendix B). Any additional funding shall be paid in addition to the payment provided pursuant to subsection (1) above. The payments required in subsection (1) shall not be affected if the DEPARTMENT receives additional funding pursuant to this subsection (2).

3. Advance Funding – As unbudgeted or emergency needs arise; the DEPARTMENT may submit a proposal in writing to the DISTRICT for advance funding. The proposal shall itemize the proposed expenses, but final approval of the proposal shall be decided by the DISTRICT on the basis of need and available funds.

4. Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to the DEPARTMENT are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and the DEPARTMENT, unless otherwise agreed to by the parties hereto in writing, shall not use any DISTRICT Funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal property of the DEPARTMENT shall remain the sole property of the DEPARTMENT unless DISTRICT funds are used to purchase, lease or otherwise acquire real or personal property. The parties further agree that the DISTRICT does not have any ownership interest in the real and personal property of the DEPARTMENT, except for that real or personal property purchased with DISTRICT Funds. The DISTRICT payments under this Agreement do not create an ownership interest in the real and personal property of the DEPARTMENT, unless such DISTRICT Funds are used in contravention of this provision and applicable law, and DISTRICT Funds are used to purchase such real or personal property.

5.02 **Radio User Fees** The DISTRICT will pay radio user fees for up to 24 radios for the DEPARTMENT. Any user fees above 24 for the DEPARTMENT shall be solely the responsibility of the DEPARTMENT. Payment of radio use fees in excess of 24 per DEPARTMENT will be in reduction of the DISTRICT'S contractual payments hereunder for Emergency Services provided by the DEPARTMENT, unless otherwise paid for by the DEPARTMENT with proof of payment submitted by the DEPARTMENT to the DISTRICT. The 2026-27 radio user fee is set at $23.84 per radio per month, or $286.08 annually, and any other fees or amounts will be borne by the DEPARTMENT as set follows: for 24 radios or less, the DISTRICT pays the radio user fees, and for each additional radio, DEPARTMENT shall pay $286.08 per radio per year as set forth herein.

ARTICLE VI
ASSIGNMENT AND MODIFICATION

This Contract shall not be assignable by the parties, in whole or in part without obtaining the prior written consent of the other party. Further, this Contract may be modified only with the prior written agreement of the parties. Notwithstanding the foregoing, in the event that any city that has any area within its corporate or extra territorial jurisdiction included within the DISTRICT'S territory, notifies the DISTRICT of the exclusion of an area from the DISTRICT'S territory, pursuant to the Act, and if such event causes a change in the Service Area, or scope of Emergency Services to be provided under this Contract, the parties agree that the Contract shall be amended to adjust the payments accordingly. The DISTRICT reserves the right to terminate this Contract as provided herein. With prior written approval of the DEPARTMENT, The DISTRICT may reduce, expand, modify, or otherwise change the Service Area of the DEPARTMENT as may be necessary for the protection of its citizens.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Compliance with Applicable Regulations – The DEPARTMENT shall observe and comply with all applicable Federal, State, County, DISTRICT, and City laws, rules, ordinances, regulations, and policies in any manner affecting the conduct and provision of the Emergency Services herein provided and the performance of all obligations undertaken by the DEPARTMENT under this Contract.

Section 7.02 Inspection of Equipment - The DISTRICT or its agent has the right to inspect the equipment and/or pertinent records of the DEPARTMENT. The parties acknowledge that the nature of the DEPARTMENT'S equipment and/or record keeping determines the consideration paid under this Agreement. In the event that the proper records are not available, the procedures or penalties stated in the corresponding portions of this Contract will be followed. In the event that the inspection reveals that the equipment is not in operating condition the DEPARTMENT will authorize a re-inspection by the DISTRICT within 15 days. In the event the equipment is not in operating condition during the re-inspection, all payments by the DISTRICT to the DEPARTMENT may cease until the issue is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 7.02 A. Out of Service Apparatus and Equipment – The DEPARTMENT shall

notify Fire Dispatch when an apparatus or special equipment is out of service for more than24 hours. Fire Dispatch will then notify the Executive Director for the ESD. When the apparatus or special equipment is put back in service, the DEPARTMENT will notify Fire Dispatch and the DISTRICT.

Section 7.03 Reports and Other Information –

1. The DISTRICT shall purchase one license for the current electronic Record Management System (RMS) software for each DEPARTMENT.
2. The DEPARTMENT shall maintain accurate, up to date records in RMS for personnel, apparatus, training, and incidents.
3. The DEPARTMENT shall complete a basic incident report in RMS within 3 days of the completion of each of the DEPARTMENT's emergency responses. Reports shall be a complete, thorough, accurate description of actions taken by the Department's personnel and shall include an appropriate narrative(s) section.
4. By the tenth of each month, the DEPARTMENT shall submit to TxFIRS via the RMS, the previous month's incident reports.
5. All Training activities of the DEPARTMENT must be entered into RMS by the end of the month the activity occurred.
6. The DEPARTMENT must provide the DISTRICT access to its Incident Report, personnel rosters, and Training modules for the purpose of running statistical reports, quality control checks and qualification for any incentives and/or other such functions as determined by the DISTRICT. If access by the DISTRICT is denied or the proper records are not entered on time all payments made by the DISTRICT to the DEPARTMENT shall cease until proper reports are entered, or the DISTRICT may, at its sole discretion, terminate the Contract under the terms of Section 7.07.
7. The DEPARTMENT shall submit to the DISTRICT, upon request, the contracting cities most recently completed audit for fiscal year. The DISTRICT agrees to send an email verifying the receipt of the audit.

Section 7.04 Badge Identification – Each DEPARTMENT shall ensure that each of its members has a current identification card approved by the DISTRICT. Each member of the DEPARTMENT is required to have in their possession the DEPARTMENT identification card anytime they are performing their duties for their DEPARTMENT. The card is to be used for identification and verification of training levels for each individual. Upon request from a citizen, Incident Commander (or his/her designee), or Medical Director (or his/her designee), or DISTRICT representative, the individual shall produce the ID card for verification. Each DEPARMENT shall have new member's cards made, lost cards replaced, and return cards of members that are no longer with the DEPARTMENT.

Section 7.05 Term of Contract – This Contract shall be for a period of 12 months commencing on the 1st day of October of 2026 and ending at 12:00 midnight on September 30, 2027. It is understood by the DEPARTMENT and DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2027.

Section 7.06 Termination of Contract by Mutual Agreement – This Contract may be terminated before the end of its term by mutual written agreement, by non-appropriation or non-payment of funds by the DISTRICT, or as otherwise allowed hereunder. Either party may elect to terminate this Contract for any reason or no reason. If either party elects to terminate this agreement, the Party must submit at least 30-days prior written notice of the intent to terminate the Contract. If the Contract is terminated for any reason by either party, the DEPARTMENT understands that it will no longer receive compensation for Emergency Services under the Contract. Notwithstanding anything to the contrary herein, the DEPARTMENT shall receive compensation for all Emergency Services provided. By way of example only, if the Contract is terminated six months into the term by either party, the DEPARTMENT shall be paid for each of the six months that the DEPARTMENT provided services for in accordance with the monthly installments as provided in Section 5.01 of this Contract.

Section 7.07 Termination of Contract for Breach – This Contract may be terminated by either party due to the other party committing a "Breach of Contract" as the same is defined in Section 1.02 and that remains uncured for 30 days following written notice as provided herein. Termination under this section requires formal notice from the non-breaching party in the manner provided in Section 7.09.The notice shall state clearly the reason for the party claiming Breach of Contract, the ground therefore with specific reference to the section and language in the Contract allegedly breached, and the method or circumstance that will, in the reasonable opinion of the non- breaching party, (a) provide cure of the breach, or (b) show to the satisfaction of the non-breaching party that no breach has occurred.

In the event that the Party alleged to have breached the Contract fails to reasonably satisfy the non-breaching Party that no "Breach of Contract" has occurred or that a cure of such Breach of Contract has been reasonable accomplished, the Party claiming the breach shall provide to the other Party written notice of termination of the Contract in the manner provided in Section 7.09 hereof.

If the Parties remain in dispute as to the reasonableness of the grounds asserted as an alleged Breach of Contract or the reasonableness of the cure thereof, the issue of whether the Contract was breached may be determined by mediation, with the selection of a mediator being mutually agreed upon by the DISTRICT and the DEPARTMENT.

Section 7.08 Rights on Termination – To the extent permitted by law, upon termination of the Contract, all rights and obligations of the Parties accruing prior to the date of termination shall remain in full force and effect, including without limitation the distribution of Payments by the DISTRICT, as provided by Article V hereof, pro rata to the date of termination, subject to appropriation by the DISTRICT.

Section 7.09 Notices – All notices, certificates, or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail, or sent by proven facsimile or by e-mail or in the case of notice of breach of contract, by certified mail, return receipt requested, addressed as follows:
If to the **DISTRICT**:

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO.1
2451 Service Dr.
Cleburne, TX 76033

If to the **DEPARTMENT**:

CITY OF KEENE FIRE DEPARTMENT
203 W HILLCREST
KEENE, TX 76059

The DISTRICT or the DEPARTMENT may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 7.10 Binding Effect – This Contract shall inure to the benefit of and shall be binding upon the DISTRICT and the DEPARTMENT, and their respective successors and assigns.

Section 7.11 Severability – In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, unless the provision invalidated should invalidate a material obligation of either party.

Section 7.12 Execution and Counterpart – This Contract may be simultaneously executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one in the same instrument.

Section 7.13 Captions – The captions or heading in this Contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of any provision or section of the Contract.

Section 7.14 Status of Parties Relationship – Nothing in this Contract shall be construed to make either party the partner or joint venture of or with the other party. It is further agreed that in the performance of all obligations undertaken by this Contract, the DEPARTMENT is an independent contractor with the right to supervise, manage, control and direct the performance of Emergency Services in accordance with DISTRICT, state and federal statutes, laws, rules, policies and regulations. By entering into this Contract, the DISTRICT and the DEPARTMENT do not waive, nor shall either be deemed to waive any rights, defenses, or immunities it may have under any applicable federal or state statue, law, rule, or regulation. Any rights that the DEPARTMENT or DISTRICT may have

under this Contract may not be assigned without the express written permission of the other party.

Section 7.15 Governing Law – The validity, interpretation of the provisions of this Contract shall be governed by the laws of the State of Texas. Pursuant to Chapter 791, Texas Government Code, and other applicable law, any funds required hereunder to be expended by either party shall be from current revenues.

Section 7.16 Enforcement – In enforcing the performance of the provisions of this Contract, all parties shall have the right to the exercise of all procedures available under applicable law or equity. No waiver of any breach or default of any provision of this Contract shall be deemed a waiver of any subsequent waiver or default. This Contract is executed in Johnson County, Texas, and venue over any action relating to any provision of this Contract shall be exclusively in Johnson County, Texas. This Agreement shall by governed by the laws of the State of Texas. If the DISTRICT or DEPARTMENT is a prevailing party in any litigation or other action brought under this Contract or otherwise, the prevailing party shall be entitled to recover all costs of court and expenses, including reasonable attorney's fees, incurred therein. In addition to any remedies the DISTRICT may have at law or in equity or its right of non-appropriation, if the DEPARTMENT is in breach or violation of any provision of this Contract or any federal, state, local, or DISTRICT statute, law, rule, regulation, policy, or procedure, the DISTRICT may, without limiting the its remedies, terminate this agreement, withhold funds from the DEPARTMENT, or take any other reasonable action the DISTRICT deems appropriate under the circumstances then existing.

Section 7.17 Force Majeure – To the extent that any party to this Contract shall be wholly or partially prevented from the performance within the period specified of any obligation or duty placed on such party by any reason of or through strikes, stoppage of labor, riot, flood, failure of utilities, public water supply, invasions, insurrections, the order of any court, judge, or civil authority, or of act of God, then, in such event, the time for the performance of such obligation or duty shall be suspended until such inability to perform is removed.

Section 7.18 Defined Terms – The defined terms in this Contract shall have the meanings as defined herein whether or not the term appears in all capitalized letters or in upper and lower-case letters.

Section 7.19 Communications – The main form of daily communications between the DISTRICT and the DEPARTMENT shall be via e-mail. It is the responsibility of both parties to immediately inform the other of any changes to agency contact information.

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____day of _____, 2026.

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT #1
2451 Service Drive
Cleburne, TX 76033

By: _____
Gerald Miller, President

Sworn and subscribed to me this _____Day of _____, 2026.

SEAL

_____
Notary Public, State of Texas

ATTEST:

BY: _____
Phil Williams, Secretary

Sworn and subscribed to me this _____Day of _____, 2026.

_____
Notary Public, State of Texas

SEAL

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____Day of _____, 2026.

CITY OF KEENE FIRE DEPARTMENT
203 W HILLCREST
KEENE, TX 76059

BY: _____
Mayor or other Authorized Representative

_____
Printed Name

Sworn and subscribed to me this _____Day of _____, 2026.

_____
Notary Public, State of Texas

SEAL

ATTEST:

BY: _____
City Secretary

_____
Printed Name

Sworn and subscribed to me this _____Day of _____, 2026.

_____
Notary Public, State of Texas

SEAL

City Council Regular Meeting

November 05, 2026, at 6:00 PM

Submitted by:
Jonathan Seitz, City Manager
citymanager@keenetx.com

Consent Agenda Item 5C

SUBJECT:

Consider approval by resolution the updated Municipal Maintenance Agreement with the Texas Department of Transportation (TxDOT).

BACKGROUND:

The agreement assigns the Texas Department of Transportation responsibility for maintaining non-controlled and controlled access highways within Keene, including signage, drainage, bridges, and safety devices, with the city handling parking, utilities, and certain signage.

ATTACHMENTS:

- Municipal Maintenance Agreement between TxDOT and the City of Keene
- Draft Resolution approving the MMA with TxDot

Texas Department of Transportation

MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____day of _____ 2026, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of Keene (population 6,387, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

R E C I T A L S

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with municipalities to establish responsibilities for maintenance, improvement, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.

2. In this Agreement, the use of the words “State Highway” shall be construed to mean all numbered highways that are part of the State’s Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

   A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.

   B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.

4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.

5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. However, paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.

6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement or in Exhibit A or B.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.

2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.

3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.

5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.

A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices

B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.

C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.

D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.

6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.

A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.

B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.

7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.

A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.

B. Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 5.

C. Any separate lighting agreements shall also be attached to this Agreement as addendums to Exhibit D.

D. Attached as **Exhibit E** is a list of traffic signal installations subject to this Agreement, but which do not have a separate agreement. Exhibit E shall be updated as necessary pursuant to Article 1, Section 5.

E. Any separate traffic signal agreements shall also be attached to this Agreement as addendums to Exhibit E.

8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways inside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.

9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements,

which shall be attached to this Agreement as Exhibit F.

10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.

12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.

13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.

14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.

15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.

16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.

C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.

D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.

E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.

F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.

G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.

H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.

B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.

C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).

D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

E. Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.

F. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.

G. Perform mowing and litter pickup.

H. Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.

I. Perform snow and ice control.

J. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

A. Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.

B. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.

C. Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.

D. Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.

F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.

G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.

B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.

D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.

E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.

F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.

H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).

I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.

2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.

3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

List of Exhibits:
Exhibit A: Non-Controlled Access Highways
Exhibit B: Controlled Access Highways
Exhibit C: City Resolution
Exhibit D: Lighting Installations List and Separate Lighting Agreements
Exihibit E: Traffic Signal Installations List and Separate Signal Agreements
Exhibit F: Landscape Maintenance Agreements

City of Keene	**State of Texas**
	_____
	TXDOT Director of Maintenance
_____	_____
Name	Name
_____	
Title	
_____	_____
Date	Date

Exhibit A

Non - Controlled Access Highways

EXHIBIT A			
NON - CONTROLLED ACCESS HIGHWAYS			
(See Table A)			
ROADWAY	BEG TRM	END TRM	Description of Limits
US 67	450+0.514	444+1.331	From Southwest City Limits to East City Limits
FM 3048	556+1.131	558+0.102	From West of City Limits to East of City Limits
FM 2280	558+0.104	554+05.44	From North City Limits to FM 2280
Spur 102	292 + .004	293+0.085	From US 67 to 0.68 miles North, entire length
Maintenance Activity/Facility-Type			
State Responsibility:			
Refer to: Article III. Non - Controlled Access Highways 2. State's Responsibilities (Non-Controlled Access)			
City Responsibility			
Refer to: Article III. Non - Controlled Access Highways 2. City's Responsibilities (Non-Controlled Access)			

Table A

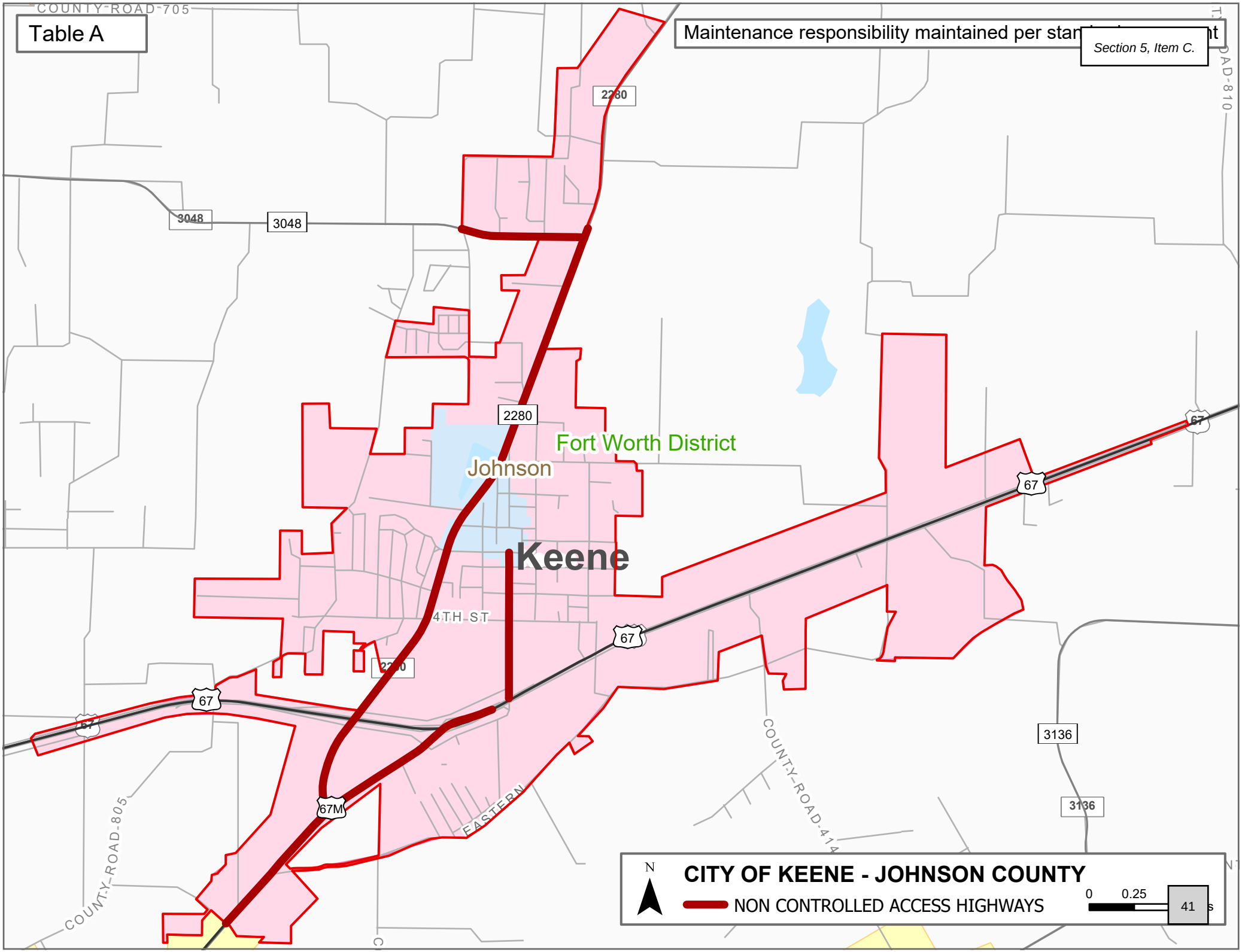

Maintenance responsibility maintained per stan
COUNTY ROAD 705
2280
3048
3048
2280
Fort Worth District
Johnson
Keene
67
67
67
67
67
4TH ST
67M
EASTERN
COUNTY ROAD 805
COUNTY ROAD 414
3136
3136
COUNTY ROAD 810
N
CITY OF KEENE - JOHNSON COUNTY
NON CONTROLLED ACCESS HIGHWAYS
0
0.25
41

Exhibit B

Controlled Access Highways

EXHIBIT B

CONTROLLED ACCESS HIGHWAYS - KEENE

(See Table B)

ROADWAY	BEG TRM	END TRM	Description of Limits
US 67	450A + 0.409	444 + 1.323	West of City Limits to East of City Limits

Maintenance Activity/Facility-Type

State Responsibility:

Refer to:
Article IV. Controlled Access Highways
1. State's Responsibilities (Controlled Access)

City Responsibility:

Refer to:
Article IV. Controlled Access Highways
2. City Responsibilities (Controlled Access)

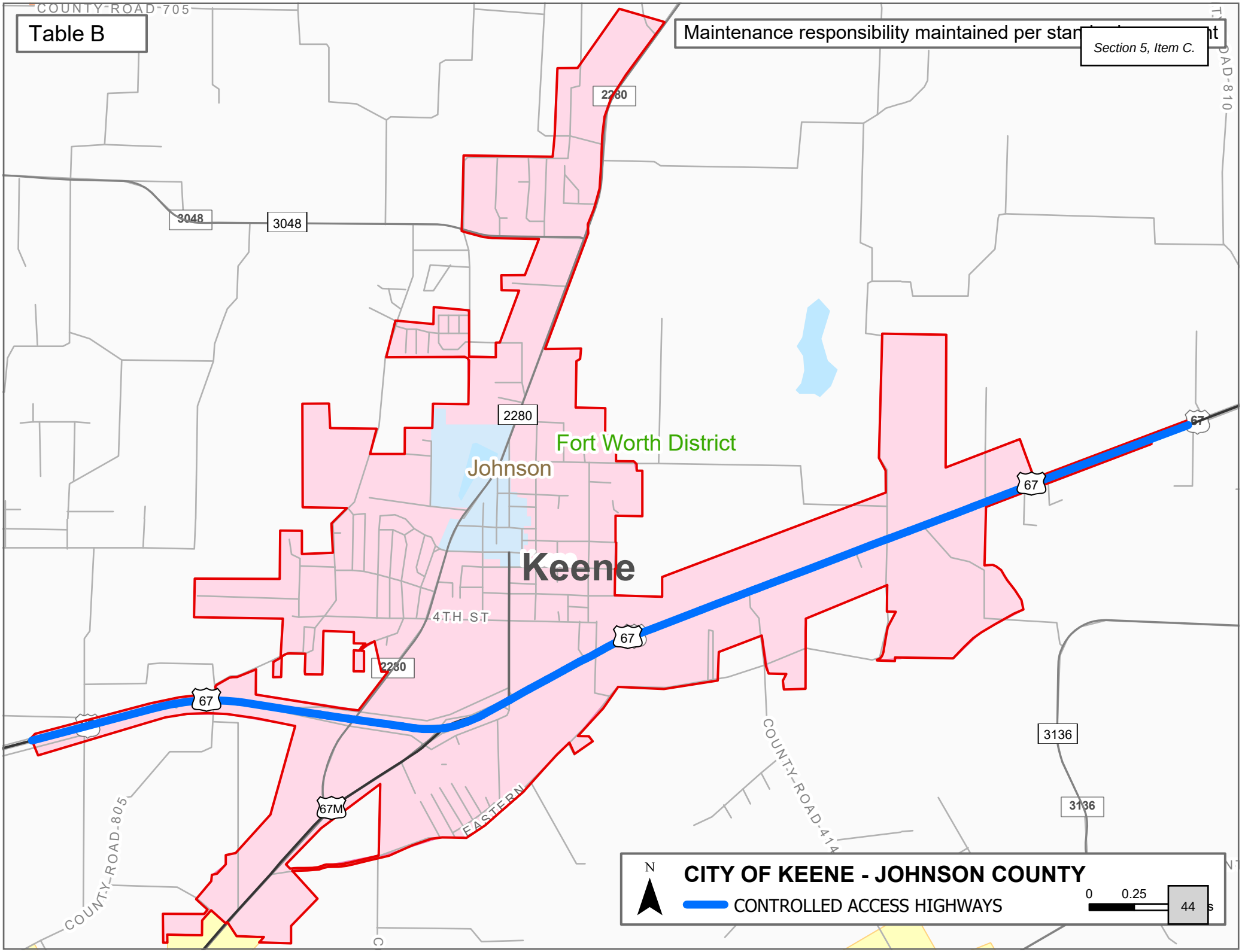

Table B
Maintenance responsibility maintained per stan
COUNTY ROAD 705
2280
3048
3048
2280
Fort Worth District
Johnson
Keene
67
67
67
4TH ST
2280
67
67M
EASTERN
COUNTY ROAD 805
COUNTY ROAD 414
3136
3136
COUNTY ROAD 810
N
CITY OF KEENE - JOHNSON COUNTY
CONTROLLED ACCESS HIGHWAYS
0
0.25
44

Exhibit C

City Resolution

(Not applicable at this time)

Exhibit D

Lighting Installations List

and

Separate Lightening Agreements

(Not applicable at this time)

Exhibit E

Traffic Signal Installations List

and

Separate Signal Agreements

Traffic Signals Inventory System

CITY	LOCATION	TYPE	TYPE
KEENE	US 67 & S. EASTERN ST	SIG.	TS
KEENE	US 67 & CO. RD 414	SIG.	TS
KEENE	US 67 & SP 102/COLLEGE-STONER	SIG.	TS
KEENE	FM 2280 & HILLCREST	SIG.	TS
KEENE	FM 2280 & 4TH STREET	SIG.	TS
KEENE	FM 2280 & FM 3048	SIG.	TS

Exhibit F

Landscape Maintenance Agreements

(Not applicable at this time)

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY OF KEENE, TEXAS APPROVING A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE CITY OF KEENE AND THE TEXAS DEPARTMENT OF TRANSPORTATION, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Keene (the "City") is a home rule municipality located in Johnson County, Texas created in accordance with the provisions of the Texas Local Government Code and the Texas Constitution, and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council for the City has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, the City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City has an interest in maintaining State Highways within and through the City and Johnson County; and

WHEREAS, The City has recognized the need for a Municipal Maintenance Agreement with the state of Texas through the Texas Department of Transportation; and

WHEREAS, Pursuant to Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public street within its corporate limits and Transportation Code Section 221.002 authorizes the City to enter agreements with the State to establish responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, the City Council finds that significant public interest is served by the completion of a Municipal Maintenance Agreement.

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

SECTION 1. That the City Manager is hereby authorized to execute a Municipal Maintenance Agreement between the City of Keene and the Texas Department of Transportation, attached hereto as Exhibit A.

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

SECTION 3. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 5th day of November 2026.

CITY OF KEENE, TEXAS

_____
Samantha Gillin, Mayor Pro Tem

ATTEST:

_____
Holly Russell, City Secretary

APPROVED AS TO FORM:

_____
Judith El Masri, City Attorney

DRAFT

City Council Regular Meeting

November 05, 2026, at 6:00 PM

Submitted by:
Holly Russell, City Secretary
citysecretary@keenetx.com

Consent Agenda Item 5D

SUBJECT:

Consider approval of participating in the National Opioid Settlement with Albertsons.

RECOMMENDATION:

Staff recommend approval of this item to proceed with participation in the settlement.

ATTACHMENTS:

- Participation documents

Docusign Envelope ID: 6845E0D2-E3EB-8DC6-8398-8E11F4E34B86

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Keene city	State: TX
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons

Docusign Envelope ID: 6845E0D2-E3EB-8DC6-8398-8E11F4E34B86

Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Albertsons Settlement.

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Albertsons Settlement.

Docusign Envelope ID: 6845E0D2-E3EB-8DC6-8398-8E11F4E34B86

11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

City Council Regular Meeting

November 05, 2026, at 6:00 PM

Submitted by:
Holly Russell, City secretary
citysecretary@keenetx.com

Discussion Item 7A

SUBJECT:

Review, discuss, and consider action or direction on a request to correct addressing of the 200 block of Pioneer Drive.

BACKGROUND:

This item was brought to the City's attention from a resident living on the 200 block of Pioneer Drive who has experienced service issues with the complicated numbering of their home. He has brought this to Council's attention some years ago, but the research into the request seemed to have stalled with the departure of Council Members and Staff that were assisting with this request. He has since reached out to see if this issue can be considered once again.

The plot of land located in Block 51 and 42 of the Adventist School Property (commonly known as 613 N Fairview), was re-platted in 2005 so that four smaller lots along Pioneer were made. Each new lot was meant to have a single-family home built on each lot. It is unknown as to why the first to lots were numbered as 201 A and 201 B Pioneer. It is suspected that the City was still handling addressing at this time, but that is uncertain. The other half of the block was originally several small lots that were later combined, which has also contributed to the numbering issue. Residents are experiencing issues with deliveries and other services going to the wrong locations/addresses, and so are agreeable to having their block renumbered as long as it is not a huge cost to each of them.

Options are:

1. to correct the numbering of the 200 block of Pioneer, potentially re-addressing about 10 lots (two are currently vacant) between Fairview and Maurice. The 911 Addressing Office has noted that the whole block would need to be addressed, not just a few houses;
2. Changing the address of 201 A to a Fairview address since the house faces this direction and allowing 201 B to take the 201 Pioneer address. The Keene Post Office would prefer if the mailbox then be moved to the Fairview side of the house. This only affects the two houses.
3. It has also been recommended that 911 re-address the first four houses to 201, 203, 205, and the vacant lot as 205. The feasibility of this option has not been asked of the County 911 Addressing as of yet due to their prior statement of re-addressing the entire 200 block.

Should any resident be issued a new address or address number, they will be issued

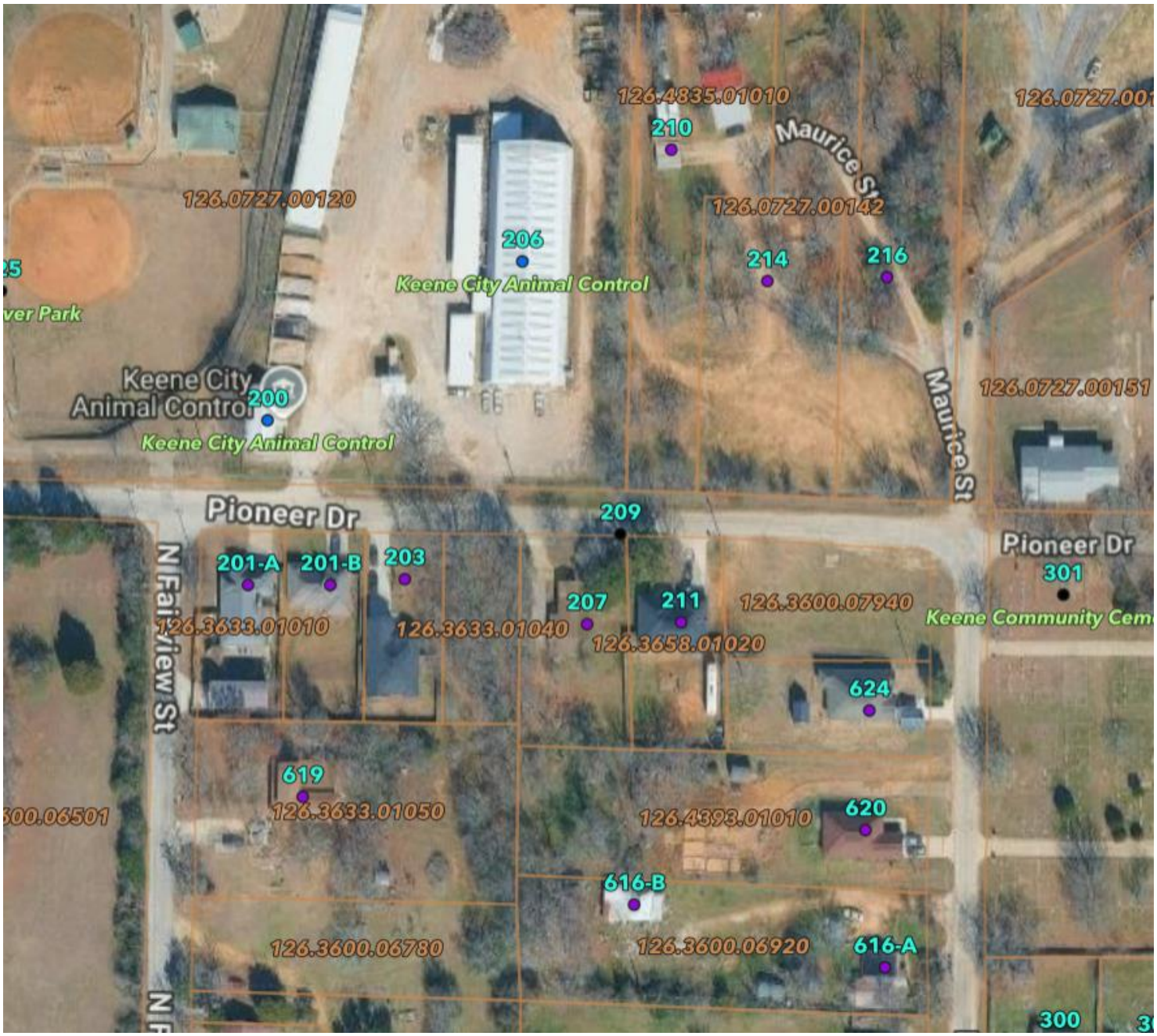
letters and documentation from the County that can be provided to change their address on legal documents, IDs, bank accounts, and other accounts necessary.

RECOMMENDATION:

Staff seek direction on this resident's request. Per the City Attorney, it is recommended to hold a public hearing to allow residents in the 200 block of Pioneer Drive comment before moving forward with requesting the 911 Addressing Office assign any new numbers.

ATTACHMENTS:

- Map of the 200 block of Pioneer Drive


126.4835.01010
210
Maurice St
126.0727.00120
126.0727.00142
206
214
216
Keene City Animal Control
Keene City Animal Control
200
Keene City Animal Control
126.0727.00151
Maurice St
Pioneer Dr
209
Pioneer Dr
301
201-A
201-B
203
207
211
126.3600.07940
Keene Community Cem
126.3633.01010
126.3633.01040
126.3658.01020
N Fairview St
624
619
126.3633.01050
126.4393.01010
620
616-B
126.3600.06780
126.3600.06920
616-A
300

City Council Regular Meeting

November 05, 2026, at 6:00 PM

Submitted by:
Maggie Alegria, Development Services Coordinator
malegria@keenetx.com

Discussion Item 7B

SUBJECT:

Review, discuss, and consider action on an ordinance to update Chapter 115: Garage Sales of the City Code of Ordinances.

BACKGROUND:

The City has updated the Garage Sales ordinance to streamline the permitting process and eliminate the requirement for the City to provide garage sale signs to the public. Under the revised ordinance, applicants will be required to submit a garage sale permit application and pay the applicable permit fees. Once the permit is approved, applicants may purchase their own signs and are responsible for displaying their assigned permit number on each sign in accordance with City requirements.
The ordinance continues to limit each property to two garage sales within any 12-month period. These revisions are intended to simplify administrative procedures and eliminate the City's responsibility for providing and maintaining signage, and maintain the existing regulations governing the frequency of garage sales.

FINANCIAL IMPACT:

The City will reduce costs associated with providing garage sale signs. Permit fees will continue to be collected in accordance with the adopted fee schedule.

RECOMMENDATION:

Staff recommend approval of this item.

ATTACHMENTS:

- DRAFT – Ordinance to amend the Code of Ordinances Title XI, Chapter 115 “Garage Sales”

CITY OF KEENE, TEXAS

ORDINANCE NO. 2026-_____

AN ORDINANCE BY THE CITY COUNCIL OF KEENE, TEXAS, AMENDING CITY OF KEENE TEXAS CODE OF ORDINANCES; TITLE XI. "BUSINESS REGULATIONS"; CHAPTER 115, "GARAGE SALES"; SECTION 115.01 "DEFINITIONS", SECTION 115.02 "PERMITS REQUIRED", AND SECTION 115.99 "PENALTY"; PROVIDING FOR CHANGE OF DEFINITIONS AND UPDATING PERMITTING; PROVIDING A SAVINGS/REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED $500.00; AND PROVIDING AN EFFECT DATE.

WHEREAS, the City of Keene (the "City") is a home rule municipality located in Johnson County, Texas created in accordance with the provisions of the Texas Local Government Code and the Texas Constitution, and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City has the authority to adopt and enforce business regulations by virtue of its home-rule status, and the authority contained in the Texas Local Government Code Chapter 51, and other applicable law; and

WHEREAS, the City Council wishes the permit fee to be reflected in the fee schedule as amended, and update the applicable penalty and therefore desires to amend Sections 115.01, 115.02, and 115.99 of the City of Keene, Texas Code of Ordinances and has determined such amendment is in the best interest of the City of Keene to promote the health, safety, and welfare of the citizens of the City of Keene and the general public.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEENE, TEXAS:

Section 1. Findings Incorporated. The above and foregoing recitals are found to be true and correct and are incorporated herein as findings of fact.

Section 2. Amendment. The City of Keene Texas Code of Ordinances, Title XI, "Business Regulations," Chapter 115 "Garage Sales", Section 115.01 is hereby amended as follows:

"Section 115.01 - Definitions".

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning:

Garage sale. One or two sales of tangible personal property at retail not exceeding three consecutive days in length for each sale during a 12-month period from January 1—December 31, carried on at a home or residence by a person who does not hold such person's self out as engaging in or who does not habitually engage in the business of selling such tangible personal property at retail and who does not carry on such sale in such a manner as to create a disturbance or become a nuisance

DRAFT

to the neighborhood, and only so long as such person is selling only personal property that belongs to such person personally and has not been purchased for purpose of resale. Multifamily sales are allowed with each family being present at the sale.

Permit. Each individual desiring to hold or have a garage sale shall apply for and receive a permit from the city for a fee as set forth in the fee schedule, as amended.

Section 3. **Amendment.** The City of Keene Texas Code of Ordinances, Title XI, "Business Regulations," Chapter 115 "Garage Sales", Section 115.02 is hereby amended as follows:

"Section 115.02 – Permits required."

Each individual desiring to hold or have a garage sale shall apply for and receive a permit from the city. No more than two separate garage sales at a particular location may be held during a 12-month period for which the permit fee shall be set out in the City of Keene fee schedule, as amended. The permit shall be available for review on the day of the garage sale and the permit number shall be placed on any garage sale signs.

Section 4. **Amendment.** The City of Keene Texas Code of Ordinances, Title XI, "Business Regulations," Chapter 115 "Garage Sales", Section 115.99 is hereby amended as follows:

"Section 115.99 – Penalty."

Any violation of the provisions of the chapter regulating garage sales shall be deemed an offense and the person or applicant responsible for such violation may be punishable by a fine not exceeding $500.00 and each violation thereof and each day on which there is a failure to comply with the terms of this chapter shall and is hereby deemed to be a distinct and separate offense and punishable as such. A city representative may make a drive-by check of each garage sale to ensure conformance with the rules and regulations.

Section 5. Savings/Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 6. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this

Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 7. Penalty. Any Person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, fined in an amount not to exceed five hundred dollars ($500.00). Each and every day that such violation continues shall be construed to be a separate offense; provided, however, that nothing contained herein shall preclude the municipality of bringing suit for injunction for the prevention of any threatened violation or the removal of any structure in violation of this ordinance.

Section 8. Effective Date. This Ordinance shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Keene, Texas, on this the 5th day of November 2026.

_____
Samantha Gillin, Mayor Pro Tem

ATTEST:

_____
Holly Russell, City Secretary

APPROVED AS TO FORM:

_____
Judy El Masri, City Attorney

DRAFT

City Council Regular Meeting

November 05, 2026, at 6:00 PM

Submitted by:
Holly Russell, City secretary
citysecretary@keenetx.com

Discussion Item 7C

SUBJECT:

Review, discuss, and consider setting the date for a special-called City Council Meeting to canvass the November 3, 2026, City of Keene General Election as Monday, November 16, 2026, at 6:00 p.m.

BACKGROUND:

The dates set by the Texas Secretary of State as per the Texas Election Code to canvass an election is November 6-17. The Johnson County Elections Administrator predicts that the Ballot Board will conclude by November 12, and the City of Keene will receive their certified ballot totals on or after that date. Due to the many events and meetings being held in City Hall and the Community Center during this period, as well as the religious observance of Sabbath which many Keene resident observe, it is requested to set the date for canvassing the Keene General Election as Monday, November 16, at 6:00 p.m.

RECOMMENDATION:

Staff recommend approval of this date and time.

ATTACHMENTS:

- none