



Janeshia A. Grider, Mayor

Mike Grant
Sylvia Apodaca
Englan Sanchez

Maria Lozano
Joe Molina
Susan Street

**CITY COUNCIL AGENDA
REGULAR MEETING
THURSDAY, APRIL 9, 2026 – 7:00 P.M.
CITY HALL
112 BAUMAN St., KIRBY, TX 78219**

This notice is posted pursuant to the Texas Open Meetings Act. The location where a quorum of the governmental body will be physically present is Kirby City Hall at 112 Bauman St., Kirby, Texas 78219 and it is the intent to have a quorum present at that location and for the member of the governmental body presiding over the meeting to be physically present at that location. If any members of the governmental body attend by videoconference, they will have two-way audio and video communication during the entire meeting and remain visible and audible. A member of the public who wishes to speak may do so by signing the participation sheet prior to the meeting being called to order. Attendance by Other Elected or Appointed Officials: It is anticipated that members of other City boards, commissions and/or committees may attend the open meeting in numbers that may constitute a quorum. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of any other boards, commissions and/or committees of the City, whose members may be in attendance in numbers constituting a quorum. These members of other City boards, commissions, and/or committees may not deliberate or act on items listed on the agenda. [Attorney General Opinion – No. GA-0957 (2012)].

Topic: Regular Meeting

Date and Time: Thursday, April 9, 2026, at 7:00 P.M. (Central Time)

1. **Call Meeting to Order**

2. **Invocation and Pledge of Allegiance to the Flag**

3. **Mission Statement**

- i. *“The City of Kirby is dedicated to delivering excellent municipal services to our community in a fiscally responsible manner.”*

4. **Roll Call**

5. **Citizens Participation**

Citizens Participation is for the City Council to receive information on issues that may be of concern to the public. Citizens should limit their comments to three (3) minutes. Should a member of the public bring an item to City Council for which the subject was not posted on the agenda of that meeting, the City Council may receive the information, but it cannot act upon it at that meeting.

6. Consideration and Action on Meeting Minutes

- a. Special Meeting Minutes March 25, 2026
- b. Regular Meeting Minutes March 26, 2026

7. Presentation

- a. HDL Sales Tax Presentation (Katie Biggers)
- b. San Antonio River Authority (SARA)-City of Kirby Collaboration (Mikel Wilkins)
- c. Hilltop Securities: City of Kirby: Debt Profile (Anne Burger Entekin)
- d. Sexual Assault Awareness and Prevention Month
- e. Sjogren's Syndrome Awareness Month
- f. Child Abuse Awareness Month – Cardboard Kids
- g. Community Wide Clean up on Saturday, May 16, 2026
- h. Acknowledging Fire Department (Fire Captain Speed)

8. Updates

- a. Ackerman Rd. Project

9. Items for Individual Consideration

- a. Discussion regarding conversation about land acquisition by the Mayor and City Manager with St. Joan of Arc Catholic Church. (Council Member Lozano)
- b. Discussion on audio/video visual equipment installation and Resolution 2024-802. (Council Member Street and Council Member Lozano)
- c. Discussion on staffing strategy for City of Kirby department head positions.
- d. Discussion and Possible Action on Republic Services of San Antonio Notice of Intent to increase the rate for services using the Consumer Price Index (CPI).
- e. Discussion and Possible Action Adopting Ordinance 2026-50201 amending the garbage rates fee schedule; adopting new garbage rates; reflecting the agreement with Republic Services; implementing a rate change; authorizing the City Manager to order the implementation of the amended rate schedule; declaring a public purpose; providing for severability; setting an effective date.
- f. Discussion and Possible Action to move Kirby Festival date from Saturday, May 30, 2026, to Saturday, Oct 3, 2026.

- g. Discussion and Possible Action to adopt Resolution 2026-1616 Authorizing the City Manager to execute all documents necessary to enter into an agreement with _____ regarding generator maintenance for the City of Kirby.
- h. Discussion and Possible Action Authorizing City Manager to enter into a contract with Liberty Fireworks in the amount of \$14,000.00 for Fireworks in the Park June 27, 2026.
- i. Discussion and Possible Action on recommendation from Economic Development Committee to adopt Economic Development Week, May 4–8, 2026, in the City of Kirby.
- j. Discussion and Possible Action accepting Debbie Walczyk resignation from Planning and Zoning Committee.

10. City Manager Update:

- Charter Review Commission Update
- Kirby Master Plan Community Workshop – Kirby Forward 2040
- Beautification and Recycling Committee Meeting Monday, April 13, 2026, 6:00pm
- Planning and Zoning Commission Meeting Tuesday, April 14, 2026, 6:30pm
- Community Townhall Wednesday, April 15, 2026
- Earth Day April 22, 2026
- Regular City Council Meeting
 - Thursday, April 16, 2026, at 7:00PM & Thursday, May 14, 2026, at 7:00PM
- Early Voting April
 - April 20-23, 2026 & April 25-28, 2026
- Battle of the Flowers Friday, April 24, 2026, City Hall Closed
- Election Day Saturday, May 2, 2026

11. Request and Announcements

- a. Requests by Mayor and Council Members for Items to be placed on future City Council Agendas and Announcements on City Events/Community Interest.

12. Adjournment



Christine Wilson
City Secretary

The City Council reserves the right to adjourn into executive session at any time to discuss any of the matters listed on this agenda if authorized by Texas Government Code Section 551.071, Consultation with Attorney; Texas Government Code Section 551.072, Deliberations about Real Property; Texas Government Code Section 551.074,

Personnel Matters; Texas Government Code Section 551.076, Security Devices or Security Audits; and Section 551.087 of the Texas Government Code, Deliberation about Economic Development.

This meeting is wheelchair parking accessible at the main entrance located at 112 Bauman St. Auxiliary services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours prior to the meeting) by calling (210) 661-3198 or Relay Texas (800) 735-2989 (hearing/speech impaired assistance).

*The notice for the upcoming City Council meeting was posted on the 2nd day of April 2026, which is more than **three (3) business days** prior to the scheduled meeting on the 9th day of April 2026.*

ORDINANCE NO. 2026-50201

AN ORDINANCE OF THE CITY OF KIRBY, TEXAS (CITY) AMENDING THE GARBAGE RATES FEE SCHEDULE; ADOPTING NEW GARBAGE RATES; REFLECTING THE AGREEMENT WITH REPUBLIC SERVICES; IMPLEMENTING A RATE CHANGE; AUTHORIZING THE CITY MANAGER TO ORDER THE IMPLEMENTATION OF THE AMENDED RATE SCHEDULE; DECLARING A PUBLIC PURPOSE; PROVIDING FOR SEVERABILITY; SETTING AN EFFECTIVE DATE

WHEREAS, solid waste services are provided to the City of Kirby by BFI Waste Services of Texas, LP dba Republic Services of San Antonio ("Republic") by agreement, attached **Exhibit A**; and

WHEREAS, the Amendment I to the Municipal Materials Management Agreement with Republic Services calls for the City of Kirby to raise garbage rates and authorizes certain fees for invoicing services directly to customers; and

WHEREAS, the City Council has determined the rates for providing solid waste collections services requires adjustment in order to reflect the actual costs of provisions services and such fees are reasonable and necessary for the provision of waste management services; and

WHEREAS, the City Council has determined the rates for providing waste management services requires adjustment in order to reflect its actual costs and to assure the City's continued financial ability to provide these services; and

WHEREAS, the City Council finds it necessary to amend the Fee Schedule of the City of Kirby Code of Ordinances; now

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

Section 1. That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 2. That the new garbage rates shall be effective for immediately upon passage of the Fee Schedule, Garbage Collection Fees of the City of Kirby Code of Ordinances, is hereby amended as set forth said Code of Ordinances.

Section 3. The City Manager or his designee is hereby authorized and directed to implement the applicable utility rates and service charges in conjunction with appropriate billing periods.

Section 4. It is hereby found that that such implementation is necessary to protect public health, safety, and welfare.

Section 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

Section 6. That it is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 7. This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law, and in accordance with appropriate billing period requirements.

Section 8. The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of Kirby under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

Section 9. The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

First reading, PASSED AND APPROVED on _____, 2026.

Second reading, PASSED AND APPROVED on _____, 2026.

CITY OF KIRBY, TEXAS

Janeshia Grider
Mayor

ATTEST:

APPROVED AS TO FORM:

Christine Wilson
City Secretary

DNRBSZ
City Attorney



March 25, 2026
City of Kirby
Dr. Brian Rowland
City Manager
112 Bauman
Kirby, TX 78219

Dr. Rowland,

In accordance with Amendment I to the Municipal Materials Management Agreement, dated December 4, 2025, by and between the the City of Kirby and BFI Waste Services of Texas L.P., dba Republic Services of San Antonio, we are submitting our notification of intent to adjust the rates for services, as per Amendment 1 Section 2 Rates, Agreement Section 7.2 Annual Rate Adjustments.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (i) four (4) percent or (ii) the most recently available trailing twelve (12) months' average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). On or before April 1 of each year, Company shall notify the City of its intent to adjust the rates for all Services and such notice shall include (i) the CPI Calculation; (ii) the net percentage change to be applied to all rates and (iii) the increase in rates which Company intends to charge effective June 1 of each year. For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the preceding average twelve (12) months period. Notwithstanding the foregoing, the Rates Adjustment for June 1, 2025, will be delayed until January 1, 2026. The next Rates Adjustment will be effective June 1, 2026, and all rate adjustments moving forward will be effective on June 1 each year of the Term and any Renewal Term of the Agreement as set forth herein.

The attached calculation identifies the new rates that will become effective on June 1, 2026.

Please contact me if you have any questions with regard to this matter.

Respectfully,

Bowen Crisp
Municipal Services Manager
Republic Services
4542 SE Loop 410
San Antonio, TX 78222
bcrisp@republicservices.com

City of Kirby, TX

RATE INCREASE - Effective June 1, 2026

DOL Consumer Price Index

(All Urban Consumers-Water/Sewer/Trash)

12 Month Average Ending February 2025	304.725
12 Month Average Ending February 2026	319.625
Change in Average	14.900
Percent Change	4.89%
Price Increase Minimum:	4.00%
Price Increase Maximum:	N/A

Percent Increase Applied

4.89%

	Current Base Rate	Rate Increase	New Base Rate	Franchise Fee (10%)	Total Rate
I. Residential Collection					
Residential collection - 1x wk, 96 gal cart contents includes EOW Recycle collection includes 2x year brush & bulky pickup - 5 cu yard limit	\$ 19.58	\$ 0.96	\$ 20.54	\$ 2.05	\$ 22.59
Extra 96 gal cart	\$ 8.43	\$ 0.41	\$ 8.84	\$ 0.88	\$ 9.73
Out of Cycle - Residential brush & bulky Minimum charge - up to 1 cu yard	\$ 34.64	\$ 1.69	\$ 36.33	\$ 3.63	\$ 39.97
Additional cu yards - per cubic yard	\$ 34.64	\$ 1.69	\$ 36.33	\$ 3.63	\$ 39.97
All charges above do not include Sales Tax					
II. Commercial Collection					
Small Commercial Collection - 1x wk, 96 gal cart contents	\$ 28.61	\$ 1.40	\$ 30.01	\$ 3.00	\$ 33.01
Each Additional Small Commercial Container (cart)	\$ 28.61	\$ 1.40	\$ 30.01	\$ 3.00	\$ 33.01
Large Commercial Collection Service					
2yd FEL container - 1x/week	\$ 120.80	\$ 5.91	\$ 126.71	\$ 12.67	\$ 139.38
2yd FEL container - 2x/week	\$ 224.70	\$ 10.99	\$ 235.69	\$ 23.57	\$ 259.26
2yd FEL container - 3x/week	\$ 306.14	\$ 14.97	\$ 321.11	\$ 32.11	\$ 353.22
2yd FEL container - 4x/week	\$ 410.09	\$ 20.05	\$ 430.14	\$ 43.01	\$ 473.16
2yd FEL container - 5x/week	\$ 511.17	\$ 24.99	\$ 536.16	\$ 53.62	\$ 589.78
3yd FEL container - 1x/week	\$ 137.60	\$ 6.73	\$ 144.33	\$ 14.43	\$ 158.76
3yd FEL container - 2x/week	\$ 247.18	\$ 12.09	\$ 259.27	\$ 25.93	\$ 285.19
3yd FEL container - 3x/week	\$ 334.24	\$ 16.34	\$ 350.58	\$ 35.06	\$ 385.64
3yd FEL container - 4x/week	\$ 457.80	\$ 22.38	\$ 480.18	\$ 48.02	\$ 528.20
3yd FEL container - 5x/week	\$ 575.73	\$ 28.15	\$ 603.88	\$ 60.39	\$ 664.27
4yd FEL container - 1x/week	\$ 151.71	\$ 7.42	\$ 159.13	\$ 15.91	\$ 175.04
4yd FEL container - 2x/week	\$ 269.61	\$ 13.18	\$ 282.79	\$ 28.28	\$ 311.07
4yd FEL container - 3x/week	\$ 359.00	\$ 17.55	\$ 376.55	\$ 37.66	\$ 414.21
4yd FEL container - 4x/week	\$ 499.91	\$ 24.44	\$ 524.35	\$ 52.44	\$ 576.79
4yd FEL container - 5x/week	\$ 631.90	\$ 30.90	\$ 662.80	\$ 66.28	\$ 729.08
6yd FEL container - 1x/week	\$ 191.02	\$ 9.34	\$ 200.36	\$ 20.04	\$ 220.40
6yd FEL container - 2x/week	\$ 334.24	\$ 16.34	\$ 350.58	\$ 35.06	\$ 385.64
6yd FEL container - 3x/week	\$ 446.58	\$ 21.84	\$ 468.42	\$ 46.84	\$ 515.26
6yd FEL container - 4x/week	\$ 603.82	\$ 29.52	\$ 633.34	\$ 63.33	\$ 696.68
6yd FEL container - 5x/week	\$ 755.51	\$ 36.94	\$ 792.45	\$ 79.25	\$ 871.70

City of Kirby, TX

RATE INCREASE - Effective June 1, 2026

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(All Urban Consumers-Water/Sewer/Trash)

12 Month Average Ending February 2025	304.725
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Change in Average	14.900
Percent Change	4.89%
Price Increase Minimum:	4.00%
Price Increase Maximum:	N/A

Percent Increase Applied **4.89%**

	Current Base Rate	Rate Increase	New Base Rate	Franchise Fee (10%)	Total Rate
8yd FEL container - 1x/week	\$ 216.27	\$ 10.57	\$ 226.84	\$ 22.68	\$ 249.53
8yd FEL container - 2x/week	\$ 373.54	\$ 18.26	\$ 391.80	\$ 39.18	\$ 430.99
8yd FEL container - 3x/week	\$ 491.51	\$ 24.03	\$ 515.54	\$ 51.55	\$ 567.10
8yd FEL container - 4x/week	\$ 699.33	\$ 34.19	\$ 733.52	\$ 73.35	\$ 806.88
8yd FEL container - 5x/week	\$ 884.71	\$ 43.26	\$ 927.97	\$ 92.80	\$ 1,020.77
8yd FEL container - 6x/week	\$ 1,061.47	\$ 51.90	\$ 1,113.37	\$ 111.34	\$ 1,224.71
Commercial Container - Extra Lift	\$ 111.94	\$ 5.47	\$ 117.41	\$ 11.74	\$ 129.15
Commercial Container - Delivery Fee	\$ 34.97	\$ 1.71	\$ 36.68	\$ 3.67	\$ 40.35
Commercial Container - Removal & Exchange Fee	\$ 55.96	\$ 2.74	\$ 58.70	\$ 5.87	\$ 64.57

All charges above do not include Sales Tax

III. Industrial Collection

Permanent and Temporary Rolloff Service

Per Haul Fee plus Disposal (20, 30, & 40 yd Open Top)	\$ 272.83	\$ 13.34	\$ 286.17	\$ 28.62	\$ 314.79
Per Haul Fee plus Disposal (Compactor)	\$ 326.83	\$ 15.98	\$ 342.81	\$ 34.28	\$ 377.09
Disposal Fee per Ton (on all tons)	\$ 40.57	\$ 1.98	\$ 42.55	\$ 4.26	\$ 46.81
Rental Fee per Day (Open Top)	\$ 5.60	\$ 0.27	\$ 5.87	\$ 0.59	\$ 6.46
Delivery Fee (per Delivery)	\$ 140.18	\$ 6.85	\$ 147.03	\$ 14.70	\$ 161.74
Container Relocation Fee (per Occurrence)	\$ 125.92	\$ 6.16	\$ 132.08	\$ 13.21	\$ 145.28
False Alarm Fee (per Occurrence)	\$ 174.89	\$ 8.55	\$ 183.44	\$ 18.34	\$ 201.79
Excess Disposal Charges - \$0.05 per lb over 10 Tons	\$ 0.050	\$ 0.002	\$ 0.052	\$ 0.005	\$ 0.058

All charges above do not include Sales Tax

Contractor shall bill Industrial Permanent and Temporary Industrial Rolloff Customers directly and add (10%) Franchise Fee for those services.

IV. Municipal Services

Municipal Rates for 20, 30 & 40 cu yd Rolloff Boxes

Delivery Fee (per Delivery)	N/A	N/A	N/A	N/A	N/A
Haul Fee plus Disposal (20, 30, & 40 yd Open Top)	\$ 203.76	\$ 9.96	\$ 213.72	\$ -	\$ 213.72
False Alarm Fee (per Occurrence)	\$ 135.84	\$ 6.64	\$ 142.48	\$ -	\$ 142.48
Disposal Fee per Ton (on all tons)	\$ 36.38	\$ 1.78	\$ 38.16	\$ -	\$ 38.16
Rental Fee per Day (Open Top)	N/A	N/A	N/A	N/A	N/A
Excess Disposal Charges - \$0.05 per lb over 10 Tons	\$ 0.050	\$ 0.002	\$ 0.052	\$ -	\$ 0.052

Consumer Price Index for All Urban Consumers (CPI-I) Original Data Value

Series Id: CUUR0000SEHG

Not Seasonally Adjusted

Series Water and sewer and trash collection services in U.S.

Title city average, all urban consumers, not seasonally

Area: U.S. city average

Item: Water and sewer and trash collection services

Base DECEMBER 1997=100

Period:

Years: 2016 to 2026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234
2025	310.239	313.344	313.925	314.820	315.585	316.851	318.244	319.403	319.867	320.615	321.363	322.728
2026	324.919	327.181										

12 Month Average Ending February 2025 304.725
 12 Month Average Ending February 2026 319.625
 Change in 12 Month Average 14.900
 Percent Change 4.890%

7.2 **Annual Rate Adjustments.** Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (i) four (4) percent or (ii) the most recently available trailing twelve (12) months' average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). On or before April 1 of each year, Company shall notify the City of its intent to adjust the rates for all Services and such notice shall include (i) the CPI Calculation; (ii) the net percentage change to be applied to all rates and (iii) the increase in rates which Company intends to charge effective June 1 of each year. For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the preceding average twelve (12) months period. Notwithstanding the foregoing, the Rates Adjustment for June 1, 2025, will be delayed until January 1, 2026. The next Rates Adjustment will be effective June 1, 2026, and all rate adjustments moving forward will be effective on June 1 each year of the Term and any Renewal Term of the Agreement as set forth herein.

RESOLUTION NO. 2026-1616

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRBY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO AN AGREEMENT WITH _____ REGARDING GENERATOR MAINTENANCE FOR THE CITY OF KIRBY

WHEREAS, the City of Kirby wishes to enter into an agreement with _____ regarding generator maintenance for the City of Kirby; and

WHEREAS, the City Council finds that the generator maintenance will benefit all of the citizens for the City of Kirby; and

WHEREAS, the City Council finds that proper generator maintenance is vital to ensure that the generators are properly functioning and mechanically sound in case of a power outage; and

WHEREAS, the City Council hereby authorizes the City Manager to execute all documents necessary to enter into an agreement with the appropriate supplier of a generator maintenance; and

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

1. The City of Kirby hereby tasks the City Manager with entering into this agreement to obtain generator maintenance for the benefit of the City of Kirby and its citizens.
2. The City of Kirby further finds that this agreement will be good for to ensure that emergency services continue during a power outage while keeping the generators properly functioning.
3. If any provision of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
4. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this ____ day of _____, 2026.

CITY OF KIRBY, TEXAS

Janeshia Grider, Mayor

ATTEST:

Christine Wilson, City Secretary



PREVENTIVE MAINTENANCE AGREEMENT

Kentech Inc. (hereinafter "Kentech") will provide City of Kirby, hereinafter ("Customer") periodic inspection and repair of the equipment described in Exhibit "A" attached hereto (the Equipment) in accordance with the following terms and conditions.

SCOPE OF WORK

1. **Inspection and Repairs:** Kentech, during normal business hours, shall periodically inspect the Equipment (noted in Exhibit "A") four (4) times per year which includes **three (3) Inspection Routines** **one (1) Annual Routine** (oil & filter change) and perform **one (1) Annual Load Bank Test**. Said Routines shall be limited to the following:
 - a. **Engine Lubrication System:** Visually check for leaks. Replenish oil to proper level if necessary (up to one gallon per visit). Change lube oil and filters once every 12 months during annual routine.
 - b. **Engine Air Cleaners:** Wet Type – clean and change oil once a year, Dry Type – clean or replace if needed at additional cost.
 - c. **Ignition System:** Check magneto, plug wires, and points, if applicable.
 - d. **Engine Speed Controller:** Check and set speed, sensitivity, and oil level (If applicable).
 - e. **Engine Cooling System:** Check general condition, level, and freeze point. Check belts, hoses, and block heater. Replenish coolant to proper level if necessary (up to one gallon per visit). Replace coolant filter if needed at additional cost.
 - f. **Engine Electrical System:** Load test batteries. Clean and lubricate battery terminals and cables. Check battery charger for proper operation. Replace battery(s) if needed at additional cost.
 - g. **Engine Fuel System:** Visually check for leaks. Check all visible connections and flexible hoses. Change fuel filter(s) once every 12 months during annual routine.
 - h. **Engine Exhaust System:** Visually check for leaks or corrosion. Check muffler condition.
 - i. **AC Generator:** Visually inspect generator condition. Lubricate generator bearing(s), if applicable.
 - j. **Operation:** Run engine unloaded. Check generator instruments for proper operation. Check connections for tightness. If accessible, check generator safety circuits, shutdowns, and alarm systems for proper operation.
 - k. **Transfer Switch:** Inspect switchgear/transfer switch for visible damage. Check time delays for proper set points.
 - l. **Fluid Sample:** Take one (1) fluid sample of **Oil** once every 12 months during the Annual Routine. Forward results once received from the lab.
 - m. **Load Bank Testing:** Perform an Annual 2-hour Resistive Load Bank Test. Document readings every 15 minutes on Load Test Report. Provide customer a copy of completed Load Test Report. Applied load rate will be a minimum 50% of rated kw for 60 minutes and at or as close as possible to 100% rated kw but not less than 75% for 60 minutes. Cost for Load Bank Test is pass or fail. If generator will not pass load bank test a quote will be provided for cost to diagnose problem, cost for repair needed, and cost for a second load bank test at a discounted rate. **Load bank equipment must be staged within 50 feet of generator or additional costs may be applied.**

- n. **Agreement Period:** This agreement shall be for the term of **one (1) year**, unless written notice of termination is received by either party at least thirty (30) days prior to the end of the initial term or any subsequent term. All work to be performed during normal business unless otherwise indicated. **Term: March 1, 2026 - February 28, 2027**
- o. **Payment:** Customer agrees to pay Kentech the Payment Per-Unit, Per Service provided, as noted in "Exhibit A", plus applicable state and local taxes. Each installment will be due and payable within 30-day payment term after receipt of invoice by Customer, with said invoices being sent by Kentech upon completion of each periodic inspection called for herein. A service charge of 1.5 % per month will be charged on the unpaid balance if not paid within initial 30-day term.

2. Parts Included:

- a. In connection with the performance of the foregoing inspections, Kentech agrees to furnish at its expense, the following parts and supplies:
 - Engine crankcase oil, engine oil filter(s), engine fuel filter(s), coolant system anti-freeze.
- b. Except as specifically set forth in paragraph 2(a), customer shall pay for all parts and supplies, and materials in connection with the periodic inspections or the operation of the Equipment. Customer shall pay for all parts and supplies, including those which are described in paragraph 2(a), which are needed to repair damages caused by abuse, theft, improper operation, acts of third persons, forces of nature, or alteration of the equipment.

3. Additional Repairs:

- a. Any repairs requested by Customer between periodic inspections will be provided by Kentech at the current rates for parts, labor, and travel expenses from Kentech's facility to jobsite.

4. Reports:

- a. Upon completion of each periodic inspection and/or additional repair Kentech shall report its findings and recommendations to the Customer in the forms attached hereto as Exhibit "B". Kentech shall have no liability for any failure to recommend repairs or modifications to the Equipment.

Bobby Thompson

Bobby Thompson

Operations Manager

Kentech Inc.

Date: 02 / 10 / 2026

Customer Signature

Title

Date



Exhibit "A"

Customer: City of Kirby
Physical Address: 112 Bauman St.
Kirby, TX 78219
Contact Name: Armando Marquez
Contact Number: 210-237-6322
Contact E-mail: PWDirector@cityofkirby.org

Equipment

Item #1 **City Hall**
112 Bauman St.
Kirby, TX 78219

Unit Manufacturer: MQ Power
Unit Model Number: DCA70SSJU4I
Unit Serial Number: 7305018
Unit Designation: Standby - Diesel
Unit Rating: 40 kW 120 volt

Annual Routine (oil & filter change): \$ 980.00
Quarterly Inspections (3 @ \$500.00 ea.): \$1500.00
Annual Load Bank Test: \$ 600.00
TOTAL: \$3080.00
Option: Diesel Fuel Sample \$300.00 if approved

Item #2 **Police Department**
4130 Ackerman Rd.
Kirby, TX 78219

Unit Manufacturer: MQ Power
Unit Model Number: DCA70SSJU4I
Unit Serial Number: 7305031
Unit Designation: Standby - Diesel
Unit Rating: 40 kW 120 volt

Annual Routine (oil & filter change): \$ 980.00
Quarterly Inspections (3 @ \$500.00 ea.): \$1500.00
Annual Load Bank Test: \$ 600.00
TOTAL: \$3080.00
Option: Diesel Fuel Sample \$300.00 if approved

Item #3 **Fire Department**
5560 Duffek Dr.
Kirby, TX 78219

Unit Manufacturer: KOHLER
Unit Model Number: 100REOZJD
Unit Serial Number: 2288050
Unit Designation: Standby - Diesel
Unit Rating: 100 kW 208 volt

Annual Routine (oil & filter change): \$ 940.00
Quarterly Inspections (3 @ \$500.00 ea.): \$1500.00
Annual Load Bank Test: \$ 600.00
TOTAL: \$3040.00
Option: Diesel Fuel Sample \$300.00 if approved

Item #4 **Lift Station**
5106 Wheatland
Kirby, TX 78219

Unit Manufacturer: FERMONT
Unit Model Number: MEP804B
Unit Serial Number: F262364
Unit Designation: Standby - Diesel
Unit Rating: 15 kW 208 volt

Annual Routine (oil & filter change): \$ 880.00
Quarterly Inspections (3 @ \$500.00 ea.): \$1500.00
Annual Load Bank Test: \$ 600.00
TOTAL: \$2980.00
Option: Diesel Fuel Sample \$300.00 if approved

Item #5 **Well 2**
107 Peppermint Ln.
Kirby, TX 78219

Unit Manufacturer: ONAN
Unit Model Number: DFCB5621189
Unit Serial Number: E030505963
Unit Designation: Standby - Diesel
Unit Rating: 300 kW 480 volt

Annual Routine (oil & filter change): \$1050.00
Quarterly Inspections (3 @ \$500.00 ea.): \$1500.00
Annual Load Bank Test: \$ 700.00
TOTAL: \$3250.00
Option: Diesel Fuel Sample \$300.00 if approved

Item #6 **Well 3**
900 Springfield Rd.
Kirby, TX 78219

Unit Manufacturer: GENERAC
Unit Model Number: SD350
Unit Serial Number: 3002670911
Unit Designation: Standby - Diesel
Unit Rating: 350 kW 480 volt

Annual Routine (oil & filter change): \$1255.00
Quarterly Inspections (3 @ \$500.00 ea.): \$1500.00
Annual Load Bank Test: \$ 700.00
TOTAL: \$3455.00
Option: Diesel Fuel Sample \$300.00 if approved

Exhibit "B"



Phone: 281 358-0980
Fax: 281 354-8895

Exhibit "B"

Routine Maintenance Checklist

Customer Name:		Site Code:		Date:											
Address:		W/O:		Unit MFG.:											
City:	State: TX	Zip:	KW:	S/N: 0											
Legend: <input checked="" type="checkbox"/> Inspected O.K. <input type="checkbox"/> Adjusted <input type="checkbox"/> Changed <input type="checkbox"/> See Comment <input type="checkbox"/> N/A															
A. Engine Lube Oil System			F. Electrical System												
1. Check for leaks. 2. Check engine oil level & pressure. 3. Check hydraulic/mechanical governor oil level. 4. Change engine oil. 5. Change oil filter(s) 6. Take engine oil sample.			1. Check battery charging system. 2. Check battery fluid level. 3. Check engine safety controls, alarms, and wiring. 4. Check battery connections and terminals. 5. Load test batteries. Max Voltage Drop _____ 6. Check all controls and instrumentation for proper operation.												
B. Engine Cooling System			G. Engine System												
1. Check for leaks. 2. Check for radiator restrictions. 3. Check coolant heater for proper operation. 4. Check all hoses and connections. 5. Check coolant level. 6. Check belt condition and tension. 7. Check anti-freeze concentration. Freeze point _____ Nitrate Level _____			1. Check for excessive vibration. 2. Check for broken brackets or loose components.												
8. Check fan hub, drive pulley, and water pump. 9. Grease fan hub. 10. Change coolant filter. 12. Pressure test cooling system. Pressure _____ Time _____			H. Main Generator												
11. Check thermostat and radiator cap.			1. Check generator bearing and lubricate as necessary. 2. Check cables and windings for visible damage. 3. Clean air inlet screen if applicable.												
C. Air Intake System			J. Switchgear / Transfer Switch												
1. Inspect air cleaner. 2. Clean air cleaner and housing. 3. Change air filter oil. 4. Clean crankcase breather.			1. Inspect switchgear / transfer switch for visible damage. 2. Check all time delays for proper set points. TDES _____ TDNE _____ TDEN _____ TDEC _____ 3. Perform operational load test "Transfer Test" (if authorized by customer). TDES _____ TDNE _____ TDEN _____ TDEC _____												
D. Engine Fuel System			K. Post Service Inspection												
1. Check governor linkage. Grease if necessary. 2. Check fuel lines and connections. 3. Check day tank level and test bottom water. 4. Check fuel transfer pump. 5. Check engine fuel priming pump. 6. Change fuel filters. 7. Take fuel sample from engine supply tank.			1. Insure control switches are in "Auto" and breaker closed. 2. Clean unit inside and out. 3. Use touch-up paint where necessary.												
E. Engine Exhaust System			Operating Parameters												
1. Check for leaks			AC Voltmeter: A-B _____ B-C _____ A-C _____ AC Ammeter: A-B _____ B-C _____ A-C _____ Frequency / Hz: _____ Wattmeter / KW: _____ Hourmeter Start: 0 Hourmeter Stop: _____ Oil Pressure: Cold _____ Hot _____												
Comments: _____ _____ _____			Coolant Temperature: _____ F Battery Voltage: _____		<table border="1" style="width: 100%; text-align: center;"> <tr><th colspan="2">PM TYPE</th></tr> <tr><td>Quarterly</td><td>_____</td></tr> <tr><td>Semi Annual</td><td>_____</td></tr> <tr><td>Tri Annual</td><td>_____</td></tr> <tr><td>Annual</td><td>_____</td></tr> </table>	PM TYPE		Quarterly	_____	Semi Annual	_____	Tri Annual	_____	Annual	_____
PM TYPE															
Quarterly	_____														
Semi Annual	_____														
Tri Annual	_____														
Annual	_____														
Kentech Representative															

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RATES and GUIDELINES

New and Existing Customers: Customers who do not have an account with Kentech must make payment arrangements before a technician can be dispatched. A signed copy of the Service Call Request Form will serve as the customer's acceptance of Kentech's rates and billing guidelines and must be on file before any work can be performed. Please confirm prices when requesting service as rates are subject to change.

Billing: Invoices are based on our current provided rates for the type of work being performed and/or a previously approved quote. A mileage charge will be applied at the current provided rate unless otherwise stated. Labor rates include travel time plus onsite time. When a quote is provided and approved by customer in advance, the invoice is based on the quote issued price regardless of the mileage or labor required to complete the quoted work. Payment terms are Net 30 days. A service charge of **1.5%** per month will be charged on the unpaid balance if not paid within the initial 30-day term. **At any time a routine is cancelled for any location, payments terms will have to be changed to "Per-Service" instead of equal term payments.**

Minimum Labor Billing: Labor is billed with a minimum 2-hour labor rate for all calls and scheduled work unless a quote stating otherwise is provided in advance and has been approved by the customer. Customers who request work stoppage on a job that is already in progress which was previously scheduled and is beyond Kentech's control will be billed a minimum of 4 hours labor or the total amount of hours that have been applied to work if more than 4 hours, any parts/materials used during job, and for mileage to and from jobsite.

Quoted Jobs: Price for parts and labor are good for a period of 30 days from the day the quote is issued unless otherwise specified. All quotes must be approved prior to scheduling service or parts purchases. Verbal quotes are not valid and will not be issued.

Customer with Account on Hold: Kentech will not be able to dispatch a technician for any scheduled service, service/repair calls, emergency calls, or warranty work for any customer with a past due account. Account must be paid in full before any additional work can be performed or any parts/materials purchased.

Emergency Calls: 24 Hour Emergency Call Service is available for all Kentech customers. 24 Hour Service is not guaranteed and is weather permitting. Emergency calls take priority over routine/scheduled maintenance. When a customer declares a call to be an emergency, a technician will be dispatched as soon as possible. This in turn could cause a delay in that technician's current scheduled job during normal business hours and could possibly require overtime to complete. It is Kentech's policy that any overtime incurred on a previously scheduled job due to an emergency call, that the originator of the emergency call will be charged for that overtime. We recommend that you establish guidelines for what actually constitutes an emergency call to help avoid this type of charge. When possible, consider placing the call as a service/repair call and request that a technician be scheduled as soon as possible due to circumstances.

Be advised that we do our best to schedule all service/repair calls within 48 hours of their receipt.

Warranty Work: Warranties are subject to manufacturer's guidelines and is responsibility of customer to be familiar with those guidelines. Even approved warranty claims may not cover 100% of labor or cost of parts for repairs. Work performed during warranty period that is believed to be covered under warranty guidelines will be submitted to manufacturer for approval. If warranty claim is denied from manufacturer it will be the customer's responsibility for all labor and parts charges. Please note that some parts and procedures are not covered by warranty (for example: batteries, oil, coolant, filters, fuses, adjustments, recalibrations, etc.) and they will be billed to customer at the current labor rates at time of service and price of parts at the time of purchase. Please note that manufacturer warranties do not cover afterhours emergency calls. Customer will be responsible for payment of cost difference in labor for after-hours emergency calls.

Work Orders: Kentech will maintain a file of all services performed on your equipment by a Kentech technician. A work order will be provided to the customer at the conclusion of each scheduled maintenance, service call, or warranty call.

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MAINTENANCE AGREEMENT



DEALER: **HOLT CAT**
 5665 Southeast Loop 410
 San Antonio, TX 78222

CUSTOMER: **City of Kirby**
 ACCOUNT NO: **0672550**
 ADDRESS: **112 Bauman St.**
 CITY, ST, ZIP: **San Antonio, TX 78219**

NEW/RENEW: **New**
 INVOICING PERIOD: **Per Incident**
 YEARS: **1**

PRODUCT REP: **Cade Oldham**

CONTACT NAME: **Armando Marquez**
 PHONE NUMBER: **(210)237-5322**
 EMAIL: **PMDirector@cityofkirby.org**

SERVICING FREQUENCY: **Quarterly**

QUOTE DATE: **2/13/2026**
 Quote Valid through Date: **3/19/2026**

START DATE: _____
 END DATE: _____

SPECIAL INSTRUCTIONS: _____

Holt Power Systems is pleased to offer you a Scheduled Maintenance program for your emergency generator(s) at your location. Holt follows NFPA 110 and manufacturer's recommendations in maintaining stand-by generators. As stated and recommended, PM Level 1 services should be performed on a quarterly basis, PM Level 2 services should be performed on an annual basis and PM Level 3 services should be performed once every three years. In addition, it is recommended that a minimum two (2) hour Load Bank Test be performed in conjunction with the annual services, when the load on the generator is less than 30% of the name plate rating on the generator. Please reference the attached "Detailed Description of Service Levels" to provide you with an accurate definition of the service levels mentioned herein.

Manufacturer	Serial Number	Site Name/Unit #	Year 1										EXTENDED TOTAL		
			PM1	QUARTERLY INSPECTION Qty	ANNUAL SERVICE PM2	TRIENNIAL SERVICE PM3	2 HR LOADBANK TEST	4 HR LOADBANK TEST	AUTOMATIC TRANSFER SWITCH PM	FUEL SAMPLE TESTING	MEGGER TESTING	ADDITIONAL SERVICES			
MQ	7305018	CITY HALL	\$ 505.40	3	\$ 1,516.20	\$ 1,728.49	\$ -	\$ 1,048.80	\$ -	\$ 374.40	\$ 210.00	\$ -	\$ -	\$ -	\$ 4,277.89
KH	2288050	FIRE STATION	\$ 495.40	3	\$ 1,486.20	\$ 1,153.21	\$ -	\$ 1,048.80	\$ -	\$ 374.40	\$ 210.00	\$ -	\$ -	\$ -	\$ 4,272.61
MQ	7305037	POLICE STATION	\$ 495.40	3	\$ 1,486.20	\$ 1,174.65	\$ -	\$ 1,048.80	\$ -	\$ 374.40	\$ 210.00	\$ -	\$ -	\$ -	\$ 4,294.05
ZZ	F76236	LIFT STATION 1	\$ 495.40	3	\$ 1,486.20	\$ 996.12	\$ -	\$ 1,048.80	\$ -	\$ 374.40	\$ 210.00	\$ -	\$ -	\$ -	\$ 4,115.52
GC	3002670911	LIFT STATION 2	\$ 495.40	3	\$ 1,486.20	\$ 1,721.25	\$ -	\$ 1,148.80	\$ -	\$ 374.40	\$ 210.00	\$ -	\$ -	\$ -	\$ 4,940.65
CM	E030505963	KIRBY	\$ 495.40	3	\$ 1,486.20	\$ 1,634.31	\$ -	\$ 1,148.80	\$ -	\$ 374.40	\$ 210.00	\$ -	\$ -	\$ -	\$ 4,953.71
												Year 1 Total	\$ 26,754.83		

Cade Oldham

Cade Oldham
 Phone: (210) 464-7484
 Email: Cade.Oldham@holtcat.com

Customer Acceptance Signature _____ Date _____

NOTE:

The Tri-Annual service (PM3) is performed once every three years in place of the Annual service (PM2). All listed pricing includes normal hour labor rates, travel & applicable parts. Additional charges will apply for after-hours service. Prices are subject to change without signed Customer Support Agreement. This agreement can be cancelled with a 30-day written notice by either party. Holt CAT agrees to provide the above-mentioned services at the stated prices for the length of this agreement and gives authorization for the commencement of stated services. IronPro Maintenance Agreements are auto-renewed prior to the end of your agreement at current year pricing. To opt out of auto-renew initial here: _____

CURRENT GENERATOR SERVICE LABOR RATES ARE AS FOLLOWS:

Normal Hour Labor (Monday through Friday, 8:00 A.M. to 5:00 P.M.) \$220.00/Hour
 Overtime Labor \$330.00/Hour
 Holiday Labor \$440.00/Hour
 A trip fee per day will apply for work performed outside of this agreement dependent on location.
 The above labor rates are subject to change without notice

CENTRAL POWER SYSTEMS & SERVICES

203 S WW White Rd San Antonio, Tx
78219
(210) 591-6807

Preventative Maintenance Agreement

Effective Date:	Expires:	Auto-renewal	Term: Auto-renewal	YEAR(S)
				1

Customer:

City of Kirby
5503 Duffek Kirby, Tx 78219

Contact:

Name: Armando Marquez
Phone: 210-237-6322
Email: pwdirector@cityofkirby.org
Cust. #

UNIT INFORMATION				
Unit #	Make	M/N	S/N	KW
City Hall	MultiQuip	DCA-70SSJU4i	7305018	70
Police Department	MultiQuip	DCA-70SSJU4i	7305031	70
Fire Department	Kohler	100REOZJD	2288050	100
Well #2	Cummins	DFCB-5621189	E030505963	300
Well #3	Generac	SD350KG17129D18HP	3002670911	350
Lift Station	DRS Fermont	MEP-804B	FZ62364	15

PROVIDING SERVICE			
Unit	Month of Serv.	Service	PER SERVICE PRICE
City Hall		Annual PM Service w/ Inspection	\$ 690.00
City Hall		Quarterly Inspection (Per inspection-\$350.00)	\$1,050.00
City Hall		Load Bank	\$740.00
PD		Annual PM Service w/ Inspection	\$ 690.00
PD		Quarterly Inspection (Per inspection-\$350.00)	\$1,050.00
PD		Load Bank	\$740.00
FD		Annual PM Service w/ Inspection	\$772.00
FD		Quarterly Inspection (Per inspection-\$390.00)	\$1,170.00
FD		Load Bank	\$740.00
Well #2		Annual PM Service w/ Inspection	\$915.00
Well #2		Quarterly Inspection (Per inspection-\$418.00)	\$1,254.00
Well #2		Load Bank	\$765.00
Well #3		Annual PM Service w/ Inspection	\$1,098.00
Well #3		Quarterly Inspection (Per inspection-\$418.00)	\$1,254.00
Well #3		Load Bank	\$803.00
Lift Station		Annual PM Service w/ Inspection	\$716.00
Lift Station		Quarterly Inspection (Per inspection-\$350.00)	\$1,050.00
Lift Station		Load Bank	\$740.00
		Oil/Coolant Analysis Kits (\$80.00 Per Unit)	\$480.00
			\$ 16,717.00

ADDITIONAL SUPPORT INCLUDED

4-hour emergency response
Off Hours Scheduling
Discounted Labor Rate
Discounted Rentals

OTHER PROVIDING SERVICE - Upon Request

Unit	Month of Serv.	Service	PER SERVICE PRICE
		Optional 2hr Load Bank Test	\$ 700.00
		Optional 2hr Building Load Test Afterhours (Per Switch \$465.00 – Normal hours)	\$ 560.00
		Transfer Switch Maintenance Inspection Afterhours (Per Switch \$380.00 – Normal hours) <i>*Hot Work Permit Required*</i>	\$ 475.00
		Thermal IR Scan <i>*Building Transfer Required*</i>	\$ 970.00
		Annual Sequence Testing	\$ 645.00
		Air Filter (Annually or Per Occurrence)	Cost + 24%
City Hall/PD		Group 31 Battery/Post (Per Occurrence)	\$179.99
FD/Lift Station		Group 24 Battery (Per Occurrence)	\$179.99
Well #2		65 Battery (Per Occurrence)	\$248.23
Well #3		Group 31 Battery/Post (Per Occurrence)	\$179.99

Any/ all such additional required repairs or parts not covered under this PM agreement

Discounted Door Rate (2hr min)
\$155.00/hr Normal, \$232.50/hr Afterhours

Service Trip

Mileage + Travel Time
\$110.00/HRRT+\$25.00Trip
Fee+\$1.25 Per Mile RT

Parts

At time Pricing

****** THIS QUOTE DOES NOT INCLUDE APPLICABLE TAXES ******

Respectfully submitted for your approval,

Scott Alexander – Critical Power PM Sales

Email: scott.alexander@cpower.com Office Direct: (210) 591-6807 Cell: (210) 478-7688

San Antonio Service Email: heather.torrey@cpower.com

EMERGENCY AFTERHOURS PHONE: (210) 591-6807

Customer - Approval: _____

Date: _____

Terms and Conditions

We would like to thank you for your interest in our generator preventative maintenance program. Your equipment represents a significant investment, and a solid maintenance program will help ensure it will be ready to perform when you need it most. We look forward to being of service to you!

Central Power Systems & Services, Inc. (CPS&S) agrees to provide said customer and said Customer agrees to accept and pay for the parts and services necessary for the periodic inspections and services of the equipment described on the first page in accordance with the following terms and conditions.

1. **TERM:** This agreement shall be effective for the minimum term as outlined on page 1. CPS&S reserves the right to implement subsequent price increases. In such cases, a new maintenance agreement will be provided to the customer for their approval.

Once the new agreement has been submitted to the customer, the current agreement is no longer valid. All maintenance and any additional repair pricing on the new agreement supersedes the previous agreement, irrespective of approval status. No work will be performed without proper approval.

2. **PAYMENT:** Each installment will be due in accordance with agreed Net 30 terms for customers with a current credit account. For all other non-credit account customers, each installment shall be due and payable upon receipt of the invoice by the customer, with invoices being issued by CPSS upon completion of each periodic inspection.

3. **INSPECTION:** During the duration of this Agreement, CPS&S will service equipment during normal business hours. Any service completed outside of normal business hours at the customer's request will be invoiced at 1.5 times the labor portion of the quoted price, and double time for holidays. The following services will be provided under this agreement:

The following services will be provided under this agreement:

ENGINE

System

- Inspect for leaks
- Check all engine controls for proper adjustments

Fuel System

- Inspect fuel supply manifolds for leaks, condition, and security
- Inspect engine fuel lines, pump, and filters for leaks, condition, and security
- Inspect and lubricate governor actuator to rack and ball joints

Air System

- Inspect louvers for condition, security, and proper air flow
- Inspect air filter(s) for condition and security: tighten clamps and brackets as needed.

NOTE: Expected service life of air filter(s) is 2 to 4 years will be predictively quoted for replacement, when necessary, based on age, condition, &/or expected service life & would be at an additional cost to this agreement. Inspect turbo outlet hoses and pipes (if so equipped) for condition and security: tighten clamps and brackets as needed

- Inspect and lubricate blower bypass actuators
- Inspect and lubricate air box damper operating mechanism (if so equipped)
- Service crankcase breathers and air box drains as required

Cooling System

- Check coolant level and record freeze protection point
- Top-off coolant as needed, up to 1 gallon included once per service year
- Inspect fan shrouds, guards, and brackets for condition and security
- Inspect radiator core for cleanliness, condition, and security
- Inspect fan drive belt for condition, security, and proper tension
- Inspect idler and fan drive bearings. Check condition and security of mounts, brackets, and adjusters, tightening as needed
- Inspect coolant hoses and pipes for condition and security, tightening clamps and brackets as needed

Exhaust System

- Inspect exhaust pipes and flexes where accessible checking for leaks - tighten clamps and flange bolts as required
- Inspect muffler supports & rain cap and operate drains as equipped
- Inspect turbocharger clamps and brackets, tightening as required (if so equipped)

Engine Electrical System

- Inspect starter & battery cables, control wires, and connectors for condition and security - tighten, clean, & treat as needed
- Check charger for proper operation and output float voltage
- Check and record starting battery(s) voltage (check electrolyte level on non-maintenance style ONLY)
- Load test starting battery(s) to 450 amps per cell for 15 seconds and record voltage & RCCA
- Expected service life of battery(s) is 3 to 5 years.

NOTE: Generator uses battery(s) with an expected service life of 3 to 5 years & will be predictively quoted for replacement, when necessary, based on age, condition, & expected service life and would be at an additional cost to this agreement.

- Inspect electrical control and sensor wire termination, tightening as required
- Check operation of jacket water heater, control thermostats, and oil pressure disconnect switch
- Inspect engine protective pre-alarm & shut-down devices including oil pressure, coolant temperature, over crank, over speed shutdowns, and all others as equipped
- Inspect ignition system for signs of deterioration (gaseous fueled units)

GENERATOR END

Mechanical

- Lubricate serviceable bearings at least once per year
- Inspect mounting bolts and drive flex fastening bolts
- Inspect fan guard for condition and security
- Inspect air inlet screen for cleanliness, condition, and security
- Inspect mechanical connections for tightness, condition, and security

Electrical

- Test run unit to check & record output voltage & amperes with no load
- Output under a load can only be checked with building load or with Optional Load Bank Test with CPS&S Equipment
- Inspect cable wire termination at generator for condition and security
- Inspect end bell enclosure for cleanliness and device interference with rotating assembly
- Inspect and test generator protective devices (circuit breaker, safeguard breaker)

CONTROLS AND TRANSFER SWITCH

- Check operation of auto start and remote controls – perform load transfer test ONLY if approved to do so while onsite
- Check operation of generator set associated indicators, lights, and alarms
- Check and adjust system frequency and voltage
- Inspect relays and contacts for excess wear and cleanliness
- Check soundness of linkages and load cables
- Inspect condition of control panel wiring
- Review switch for overall cleanliness and condition

4. **LIMITATION OF LIABILITY:** The agreement covers only the specific items outlined above and does not include expenses related to repairing damage caused by abuse, accidents, theft, acts of a third party, forces of nature, alteration of the equipment, or improper operation. While periodic service and maintenance are intended to maximize the equipment's availability, CPS&S does not provide warranties or guarantees regarding the availability of the equipment or the loss of its use covered under this contract. CPS&S shall not be liable for any consequential, incidental, or exemplary damages, including but not limited to, loss of profits, downtime, or other damages

5. **INSPECTION REPORTS:** After each inspection, the customer will be furnished with a copy of CPS&S Field Inspection Report detailing any conditions or parameters found to be below acceptable standard conditions or outside of normal control parameters. The report will also recommend a course of action that could be taken to correct the situation.

6. **ADDITIONAL REPAIRS / PARTS:** CPS&S Service team will review all Field Inspection reports and provide a quote for any recommended additional service, parts, materials, and/or testing necessary to address any identified sub-standard conditions outlined in the Field Inspection Report. Any / all such additional required repairs or parts not covered by the preventative maintenance plan will be invoiced at the discounted rate established for the initial year. Subsequent annual increases will align with the prevailing door rate at the time the invoice is issued. Additional work is subject to but limited to a 2-hour minimum charge, current part pricing, applicable trip charge per service trip, shop supplies, truck fee, and taxes if applicable. After-hours work is charged at time and a half, and work on holidays is charged at double time. Such additional work will only be performed with the explicit approval and authorization of the customer.

7. **TERMINATION:** This agreement may be cancelled at any time during the agreement period with no termination fees by notifying CPS&S in writing. The Customer will remain responsible for all parts and labor completed or in progress prior to the cancellation notification.

8. **ADDITIONAL TERMS AND CONDITIONS:** This proposal is subject to acceptance within 30 days from the date on page 1. No changes or additions to this agreement shall be recognized unless they are made in writing and signed by both parties. The prices quoted do not include taxes; additional charges will apply if applicable. Invoicing will be carried out in accordance with CPS&S standard practices. Should the customer require our participation in their distinct web-based PO/Invoicing system, additional surcharges will be applicable.

9. **Force Majeure.** Central Power Systems & Services will not be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war, addition of tariffs, terrorism, riot, labor condition, and governmental action) that was beyond Central's reasonable control. In addition, Central reserves the right to increase the sale price at any point prior to product delivery due to tariff-based price fluctuations.