City of Killeen

Agenda

City Council

Tuesday, December 6, 2022 | **5:00 PM** | **City Hall**
Council Chambers
101 N. College Street
Killeen, Texas 76541

Call to Order and Roll Call

___ *Debbie Nash-King, Mayor*
___ *Riakos Adams*
___ *Ramon Alvarez*
___ *Michael Boyd*
___ *Nina Cobb*
___ *Jessica Gonzalez*
___ *Jose Segarra*
___ *Ken Wilkerson*

Invocation

Pledge of Allegiance

Approval of Agenda

Citizen Comments

This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one time, and such address shall be limited to four (4) minutes. A majority of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.

Consent Agenda

1. MN-22-030 Consider Minutes of Regular City Council Meeting of November 8, 2022.

2. MN-22-031 Consider Minutes of Regular City Council Meeting of November 15, 2022.

3. RS-22-166 Consider a memorandum/resolution authorizing the procurement of six (6) emergency vehicles for the Fire Department in the amount of $5,901,954.

Attachments: Quotes
Grant
Certificate of Interested Parties
Presentation

4. RS-22-167 Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement with CP&Y, Inc. for the design of the Pump Station No. 2 Rehabilitation Project in the amount of $211,565.

Attachments: Agreement

Certificate of Interested Parties

Presentation

5. RS-22-168 Consider a memorandum/resolution authorizing the execution of a Letter of Agreement with Central Texas Water Supply Corporation for the sale of treated emergency water.

Attachments: Agreement

Presentation

6. RS-22-169 Consider a memorandum/resolution authorizing a Letter of Agreement with Bio Chem Lab, Inc. for FY 2023 water and wastewater testing services in the amount of $51,711.

Attachments: Quotes

Agreement

Certificate of Interested Parties

Presentation

7. RS-22-170 Consider a memorandum/resolution authorizing the procurement of two (2) recycling trailers for the expansion of the recycling program from Pro-Tainer, Inc. in an amount not to exceed $52,480.

Attachments: Quote

Certificate of interested Parties

Presentation

8. RS-22-171 Consider a memorandum/resolution awarding Bid No. 22-34, Conder Park and AA Lane Park Drainage Improvements Project, to Choice Builders, LLC in the amount of $597,113.

Attachments: Bid Tabulation

Letter of Recommendation

Proposal

Certificate of Interested Parties

Presentation

9. RS-22-172 Consider a memorandum/resolution authorizing the purchase of library materials from Ingram Library Services through the TXSMARTBUY cooperative purchasing program for FY 2022-2023 in an amount not to exceed $75,000.

Attachments: Vendor Comparison

Contract

Certificate of Interested Parties

Presentation

10. RS-22-173 Consider a memorandum/resolution approving the investment reports for

the quarter ended June 30, 2022, and September 30, 2022.

Attachments: Quarterly Investment Report - June 30, 2022

Quarterly Investment Report - September 30, 2022

Presentation

11. RS-22-174 Consider a memorandum/resolution adopting the 2022 Pavement Design Manual.

Attachments: Pavement Design Manual

Presentation

12. RS-22-175 Consider a memorandum/resolution renaming the Heritage Oaks Hike and Bike Trail to Purser Heritage Hike and Bike Trail.

Ordinances

13. OR-22-016 Consider an ordinance amending the Code of Ordinances Chapter 26, Subdivisions and Other Property Developments.

Attachments: Ordinance

Presentation

14. OR-22-022 Consider an ordinance amending the Code of Ordinances Chapter 22, Article V - Marijuana Enforcement.

Attachments: Ordinance

Initiative Ordinance Petition

Presentation

Public Hearings

15. PH-22-084 HOLD a public hearing and consider an ordinance requested by Mitchell & Associates, Inc., on behalf of Jerome & Rachel Gomer and Killeen Heating & Air Conditioning Inc. (Case #Z22-49), to rezone approximately 11.64 acres, being Pt. Lot 3, Lot 4 & Pt. Lot 5, Block 1, Cosper Creek Addition, from “A-R1” (Agricultural Single-Family Residential District) to “R-2” (Two-Family Residential District). The properties are locally addressed as 10225, 10335, & 10395 Trimmier Road, Killeen, Texas.

Attachments: Exhibit

Maps

Site Photos

Minutes

Ordinance

Considerations

Responses

Presentation

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on November 30, 2022.

_____

Judy Paradice, Interim City Secretary

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

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7700, City Manager's Office, or TDD 1-800-734-2989.

Notice of Meetings

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

- *Holiday Under the Stars, December 2, 2022, 5:30 p.m., Downtown Killeen*
- *Snowball Express, December 3, 2022, 5:30 a.m., Killeen Fort Hood Regional Airport*
- *Christmas Parade, December 3, 2022, 1:00 p.m., Downtown Killeen*
- *Festival of the Holidays, December 3, 2022, 3:00 p.m., Downtown Killeen*
- *Texas Sized Holiday Event, December 8, 2022, 6:00 p.m., Killeen Fort Hood Regional Airport*
- *2022 Holiday Bazaar, December 18, 2022, 10:00 a.m., Killeen Civic and Conference Center*
- *Killeen Fire Department Christmas Party - December 19, 2022, 5:30 p.m., Courtyard Marriott*
- *Public Policy Luncheon, January 26, 2023, 11:30 a.m., TAMU-CT*

Dedicated Service -- Every Day, for Everyone!

City of Killeen

Staff Report

File Number: MN-22-030

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

City of Killeen
City Council Meeting
Killeen City Hall
November 8, 2022 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Ken Wilkerson, Councilmembers Jessica Gonzalez, Riakos Adams, Michael Boyd, Jose Segarra, Nina Cobb (arrived 5:02 p.m.), and Ramon Alvarez (arrived 5:02 p.m.)

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, Interim City Secretary Judy Paradice, and Sergeant-at-Arms Officer Veith.

Mayor Nash-King gave the invocation. Councilmember Boyd led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Councilmember Boyd to approve the agenda removing PH-22-080. Motion was seconded by Mayor Protem Wilkerson. The motion carried 5-0.

Citizen Comments

Sean Price spoke on agenda items RS-22-153, RS-22-154, RS-22-160, RS-22-156.

Consent Agenda

MN-22-028 Consider Minutes of Regular City Council Meeting of October 18, 2022.

RS-22-153 Consider a memorandum/resolution authorizing the purchase of police uniforms, duty gear and accessories from Galls, LLC in the amount of $162,090.

RS-22-154 Consider a memorandum/resolution authorizing the purchase of police equipment, body armor and accessories, and ammunition from GT Distributors, Inc. in an amount not to exceed $324,565.

RS-22-155 Consider a memorandum/resolution authorizing the City Manager to enter into a grant agreement with the Texas Department of Transportation for the purpose of a STEP grant.

RS-22-156 Consider a memorandum/resolution awarding Bid No. 23-02, Water and Sewer Supply Items, in an amount not to exceed $199,163 in FY 23.

RS-22-157 Consider a memorandum/resolution for the adoption of guidelines and criteria for tax abatement.

RS-22-159 Consider a memorandum/resolution approving the appointment of a City Secretary.

Motion was made by Mayor Protem Wilkerson to approve the consent agenda. Motion was seconded by Councilmember Boyd. The motion carried unanimously.

Resolutions

RS-22-158 Consider a memorandum/resolution appointing FY 23 Commissioners to the Youth Advisory Commission.

Staff Comments: Kelly Snook, Executive Director of Recreation Services

Ms. Snook gave a brief background of the Youth Advisory Commission. Thirteen students are being recommended for appointment to the 2022-2023 Youth Advisory Commission.

Motion was made by Mayor Protem Wilkerson to approve RS-22-158. Motion was seconded by Councilmember Adams. Motion carried unanimously.

Mayor Nash-King gave the new Youth Advisory Commissioners their oath of office.

RS-22-160 Consider a memorandum/resolution naming the Killeen-Fort Hood Regional Airport north concourse after General Robert M. Shoemaker and the south concourse after Mayor Timothy L. Hancock.

Staff Comments: Danielle Singh, Assistant City Manager

Ms. Singh provided a brief update regarding the motion of direction given at the November 1, 2022 Workshop Meeting to name the north and south concourse at the Killeen Fort Hood Regional Airport.

Motion was made by Mayor Protem Wilkerson to disapprove RS-22-160 and have staff develop a policy moving forward. Motion was seconded by Councilmember Adams. Councilmember Cobb made an amendment to the motion requesting the removal of names from all buildings approved in 2022.

Motion was seconded by Councilmember Boyd. The amendment to the motion failed, with only Councilmember Cobb and Councilmember Boyd in favor.

The original motion carried 5-2, with Councilmember Boyd and Councilmember Cobb in opposition.

Public Hearings

PH-22-079 HOLD a public hearing and consider an ordinance requested by Ray Pratoff, on behalf of Tae Sa Gong Corporation (Case #Z22-45), to rezone approximately 2,700 sq. ft., being Suite 101A, out of Mid-Town Mall, Lot 1, Block 1, from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). The property is locally addressed as 1001 East Veterans Memorial Boulevard, Suite 101A, Killeen, Texas.

The City Secretary read the caption of the ordinance.
AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 2,700 SQUARE FEET BEING SUITE 101A, OUT OF MID-TOWN MALL, LOT 1, BLOCK 1, FROM "B-5" (BUSINESS DISTRICT) TO "B-C-1" (GENERAL BUSINESS AND ALCOHOL SALES DISTRICT), PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services
This item was presented to City Council during their November 1, 2022 Workshop meeting. Mr. Revell was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Mayor Protem Wilkerson to approve PH-22-079. Motion was seconded by Councilmember Adams. Motion passed unanimously.

PH-22-081 HOLD a public hearing and consider an ordinance requested by John Gatz on behalf of Barbara Barker (Case #Z22-44) to rezone approximately 0.728 acres out of the Highland Tower Addition, Block 1, Lot 1, from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) for a communication tower. The property is locally addressed as 225 Long Avenue, Killeen, Texas. (Requires ¾ Majority Vote)

The City Secretary read the caption of the ordinance.
AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 0.728 ACRES

FROM THE HIGHLAND TOWER ADDITION, BLOCK 1, LOT 1, FROM "B-5" (BUSINESS DISTRICT) TO "B-5" (BUSINESS DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) FOR A COMMUNICATION TOWER, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services
This item was presented to City Council during their November 1, 2022 Workshop meeting. Mr. Revell was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Boyd to approve PH-22-081. Motion was seconded by Councilmember Segarra. Motion passed unanimously.

PH-22-082 HOLD a public hearing and consider an ordinance requested by Quintero Engineering, LLC on behalf of CE & CP Construction, LLC (Case #Z22-47) to rezone approximately 0.55 acres out of the Bunny Trail Village, Block 2, Lots 28, 29, and 30, from "B-3" (Local Business District) to "RT-1" (Residential Townhouse Single-Family District). The properties are locally addressed as 3400, 3402, and 3404 Abraham Drive, Killeen,Texas.

The City Secretary read the caption of the ordinance.
AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 0.55 ACRES OUT OF THE BUNNY TRAIL VILLAGE, BLOCK 2, LOTS 28, 29, AND 30, FROM "B-3" (LOCAL BUSINESS DISTRICT) TO "RT-1" (RESIDENTIAL TOWNHOUSE SINGLE-FAMILY DISTRICT), PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services
This item was presented to City Council during their November 1, 2022 Workshop meeting. Mr. Revell was available to provide additional information and answer questions.

The applicant, George Mesa, was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Mayor Protem Wilkerson to approve PH-22-082. Motion was seconded by

Councilmember Gonzalez. Motion passed unanimously.

PH-22-083 HOLD a public hearing and consider an ordinance initiated by the City (FLUM# 22-24) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Regional Commercial' (RC) designation to a 'Campus' (C) designation for approximately 5.2449 acres, being Lots 5 and 6, Block 2 of the Julius Alexander Industrial Subdivision. The properties are locally addressed as 2607 and 2703 Atkinson Avenue, Killeen, Texas.

The City Secretary read the caption of the ordinance.
AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE approximately 5.2449 ACRes being lots 5 and 6, block 2 of the julius alexander industrial subdivision, FROM A 'regional commercial' (rc) DESIGNATION TO A 'campus' (C) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

Staff Comments: Edwin Revell, Executive Director of Development Services
This item was presented to City Council during their November 1, 2022 Workshop meeting. Mr. Revell was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Mayor Protem Wilkerson to approve PH-22-083. Motion was seconded by Councilmember Alvarez. Motion passed unanimously.

Adjournment

With no further business, upon motion being made by Mayor Protem Wilkerson, seconded by Councilmember Alvarez and unanimously approved, the meeting was adjourned at 5:41 p.m.

City of Killeen

Staff Report

File Number: MN-22-031

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

City of Killeen
City Council Meeting
Killeen City Hall
November 15, 2022 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Ken Wilkerson, Councilmembers Jessica Gonzalez, Riakos Adams, Michael Boyd, Jose Segarra, Nina Cobb, and Ramon Alvarez

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, Interim City Secretary Judy Paradice, and Sergeant-at-Arms Officer MacMurray

Don Smith gave the invocation. Mayor Protem Wilkerson led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Protem Wilkerson to approve the agenda. Motion was seconded by Councilmember Boyd. The motion carried unanimously.

Presentations

PR-22-008 Killeen Star Award Presentation

Mayor Nash-King and Councilmember Alvarez recognized Killeen citizen, Myrna Martinez, for being an outstanding community member.

Citizens Petitions

CP-22-022 Mellisa Brown - spoke on Museum Opportunities

Citizen Comments

Mellisa Brown spoke on agenda items RS-22-164 and OR-22-020.

Consent Agenda

MN-22-029 Consider Minutes of Regular City Council Meeting of October 25, 2022.

RS-22-161 Consider a memorandum/resolution awarding Bid No. 23-01, Street Construction Materials, in an amount not to exceed $700,000 citywide for FY23.

RS-22-162 Consider a memorandum/resolution authorizing a lease agreement with Pitney Bowes for a SendPro, Letter Opener, and Inserting System through the Texas Buyboard Cooperative in the amount of $57,395.28.

RS-22-163 Consider a memorandum/resolution authorizing the maintenance and repair of HVAC equipment by The Brandt Companies, LLC in an amount not to exceed $100,000 in fiscal year 2023.

Motion was made by Mayor Protem Wilkerson to approve the consent agenda. Motion was seconded by Councilmember Boyd. The motion carried unanimously.

Resolutions

RS-22-164 Consider a memorandum/resolution approving a Chapter 380 Economic Development Incentive Agreement with Dongjin Semichem Texas, Inc. for reimbursement of a portion of personal property taxes for up to ten years in an amount not to exceed $435,999.

Staff Comments: Holli Clements, City Attorney
Ms. Clements introduced Scott Connell, KEDC Director. Mr. Connell presented the item to City Council during the November 8, 2022 Workshop meeting and was available for questions. Chemical Engineer Eugene Ngai provided information regarding the chemicals that will be used at the manufacturing plant.

Motion was made by Mayor Protem Wilkerson to approve RS-22-164. Motion was seconded by Councilmember Adams. Motion carried unanimously.

Ordinances

OR-22-020 Consider an ordinance authorizing the issuance of City of Killeen, Texas, Limited Tax Note, Series 2022 for Fire Department equipment.

Staff Comments: Judith Tangalin, Interim Executive Director of Finance
This item was presented to City Council during their November 15, 2022 Regular Council meeting. Ms. Tangalin provided a summary of the bids received to issue the Limited Tax Note, Series 2022.

The City Secretary read the caption of the ordinance:
ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF KILLEEN, TEXAS LIMITED TAX NOTE, SERIES 2022; PRESCRIBING THE FORM OF THE NOTE; LEVYING AN AD VALOREM TAX TO PAY THE NOTE; AWARDING THE SALE THEREOF; AND ENACTING OTHER PROVISIONS RELATING

THERETO

Motion was made by Mayor Protem Wilkerson to approve OR-22-020. Motion was seconded by Councilmember Adams. Motion passed unanimously.

Discussion Items

DS-22-133 Discuss Issuing G.O. Bond to Fund Major Infrastructure Projects, Service Updates, as well as Proactive Initiatives.

Kent Cagle, City Manager, provided information to Council regarding G.O. Bond funding for potential projects.

Motion of direction was made by Mayor Protem Wilkerson to host a Special Workshop Meeting on January 9, 2023 at 6:00 p.m. at City Hall allowing citizens to provide input on bond issuance. Motion was seconded by Councilmember Adams.

Councilmember Cobb made an amendment to the motion to gain public input by means of an online survey. With no second, the motion died.

The original motion of direction passed unanimously.

Adjournment

With no further business, upon motion being made by Mayor Protem Wilkerson, seconded by Councilmember Boyd and unanimously approved, the meeting was adjourned at 6:34 p.m.

City of Killeen

Staff Report

File Number: RS-22-166

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

DATE: **November 29, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Judith Tangalin, Interim Executive Director of Finance**

SUBJECT: **Procurement of Six (6) Emergency Vehicles for the Fire Department**

BACKGROUND AND FINDINGS:

The Fleet Department is seeking approval to purchase four replacement and two additional vehicles for the Fire Department. The Fire Department has 15 large vehicles and four of these vehicles are overdue for replacement. At the November 15, 2022, City Council Meeting, Council approved the issuance of a limited tax note (Ordinance #22-020) to facilitate replacement of these four large vehicles and purchase of an ambulance for the future new Fire Station #4. The four large vehicles being replaced average 21 years of age and 8,000 hours of run time.

The four vehicles to be replaced at this time are:

Year Model	Description	Qty.
1996	Pumper/Engine Truck	1
2001	Pumper/Engine Truck	2
2008	Aerial Ladder Truck	1

In addition to the above replacement vehicles, both an ambulance and a pumper/engine truck for the new Fire Station #4 are also required. The Fire Department submitted and was successful in obtaining an Assistance to Firefighters Grant (AFG) Federal Grant in the amount of $590,909.09 to be used towards the purchase of the pumper/engine for Fire Station #4.

THE ALTERNATIVES CONSIDERED:

1.) Defer purchase of Fire Department emergency vehicles.

2.) Purchase Fire Department emergency vehicles.

Which alternative is recommended? Why?

The second alternative is recommended to meet the department's mission, operate in the safest

and most cost-effective manner, and obtain the needed vehicles for the new Fire Station #4.

CONFORMITY TO CITY POLICY:

Purchases made through a cooperative contract and sole source exemption are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F and Texas Local Government Code (TLGC) section 252.022.

FINANCIAL IMPACT:

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

Funding Avenue	**FY23**
4 Large Vehicles and FS#4 Ambulance (Limited Tax Notes)	$ 4,930,446
FS#4 Pumper/Engine (AFG Federal Grant/City Match) *	$ 971,508
Total	$ 5,901,954

*Grant amount $590,909 City Match $380,599

The purchase pricing from Siddons-Martin Emergency Group, LLC utilizing the Houston-Galveston Area Council Buy (HGACBuy) Cooperative and funded by the approved limited tax notes is as follows:

Make/Model	**Qty.**	**Cost**	**Total Cost**
Pierce Pumper/Engine Truck	1	$ 924,320	$ 924,320
Pierce Pumper/Engine Truck	2	$ 802,902	$ 1,605,804
Pierce Aerial Ladder Truck	1	$ 1,888,122	$ 1,888,122
HGAC-Buy Fee		$ 2,000	
Total Cost		$ 4,420,246	

The purchase pricing from Sterling McCall Ford utilizing the Houston-Galveston Area Council Buy (HGACBuy) Cooperative, associated equipment utilizing sole-source & cooperative vendors, and funded by the approved tax note is as follows:

Make/Model	**Cost**
Ford F550 Ambulance	$ 314,000*
Stryker Stretcher & Stair Chair	$ 82,506
Stryker Cardiac Monitor	$ 50,088
Zoll AutoPulse	$ 16,641
Dailey & Wells Radio	$ 9,536
Knox Med Vault	$ 3,022
Computers - 2	$ 7,280
Soft Equipment (gauze, needles, bandages, etc.)	$ 27,127
Total Cost	$510,200

*Includes $1,000.00 HGACBuy fee for Sterling McCall Ford purchase

The purchase pricing from Siddons-Martin Emergency Group, LLC utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative and partially funded by the AFG Grant is as follows:

Make/Model	**Cost**
Pierce Pumper/Engine Truck	$ 970,008
BuyBoard Fee	$ 1,500
Total Cost	$ 971,508

Is this a one-time or recurring expenditure?

The purchase of the vehicles is a one-time expenditure.

Is this expenditure budgeted?

These expenditures are budgeted in the following accounts:

Division/Department	**Account**	**Cost**	**Available Funds**
Fire (Limited Tax Notes)	349-8870-493.61-10	$4,930,446	$5,000,000
Fire (AFG Grant plus City match)	349-8870-493.61-10	$ 971,508	$971,508
Total	$5,901,954	$5,971,508	

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council approve the procurement of six emergency vehicles for the Fire Department in the amount of $5,901,954, and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Fire Department
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quotes
Grant
Certificate of Interested Parties

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

October 18, 2022

Keith Foxx, Deputy Chief of Support
KILLEEN FIRE DEPARTMENT
201 N 28TH ST
KILLEEN, TX 76541

Proposal For: 2022 Killeen Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to KILLEEN FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB KILLEEN FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1140 - Pierce-Custom Enforcer Pumper, 2nd Gen	
(Unit Price - $960,690.00)	
Delivery within 27-28 months of order date	
QUOTE # - SMEG-0004007-11	
Vehicle Price	$960,690.00
Chassis Prepay Discount	($13,103.00)
Full Prepay Discount	($23,267.00)
1140 - UNIT TOTAL	**$924,320.00**
SUB TOTAL	$924,320.00
TOTAL	**$924,320.00**

Price guaranteed for 60 days

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

October 18, 2022

Keith Foxx, Deputy Chief of Support
KILLEEN FIRE DEPARTMENT
201 N 28TH ST
KILLEEN, TX 76541

Proposal For: Killeen 2021 Pumpers

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to KILLEEN FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB KILLEEN FIRE DEPARTMENT and training on operation and use of the apparatus.

Description		Amount
Qty. 2 - 1094 - Pierce-Custom Enforcer Pumper, 2nd Gen **(Unit Price - $778,351.00)** Delivery within 17-18 months of order date QUOTE # - SMEG-0003202-1	Vehicle Price	$1,556,702.00
material Surcharge $49,102.00		
	1094 - UNIT TOTAL	**$1,605,804.00**
	SUB TOTAL	$1,605,804.00
	HGAC FS12-19 (FIRE)	$2,000.00
	TOTAL	**$1,607,804.00**

Price guaranteed for 60 days

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Scott Beckwith

I, _____, the authorized representative of KILLEEN FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____

Signature & Date

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

October 18, 2022

Keith Foxx, Deputy Chief of Support
KILLEEN FIRE DEPARTMENT
201 N 28TH ST
KILLEEN, TX 76541

Proposal For: 2024 Killeen Tower Ladder

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to KILLEEN FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB KILLEEN FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1132 - Pierce-Custom Velocity Aerial, HD Ladder 100', Mid-Mount (Unit Price - $1,888,122.00) Delivery within 24-25 months of order date QUOTE # - SMEG-0003803-1	
Vehicle Price	$1,888,122.00
1132 - UNIT TOTAL	**$1,888,122.00**
SUB TOTAL	$1,888,122.00
TOTAL	**$1,888,122.00**

Price guaranteed for 60 days

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-20	Date Prepared:	10/26/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Killeen Fire Department	Contractor:	Sterling McCall Ford 3280 HGAC
Contact Person:	Nicholas Asaff	Prepared By:	Pablo Cantu
Phone:		Phone:	(281) 588-5007
Fax:		Fax:	(281) 588-5150
Email:	Nasaff@killeentexas.gov	Email:	pcantu@sterlingmccallford.com

Product Code:	AM20HD14	Description:	Type I 14' on Ford F-550 Diesel 4X2 Reg Cab

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: **$231,816.00**

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description		Cost	Description		Cost
1066	Chassis // Heat Shielding // Heat Shielding	$1,750.00	1140	Module // Electric Locks // Entry doors & Com	$4,000.00
1076	Chassis // Paint // Paint Two Tone	$6,000.00	1013	General // All products listed in the current Wh	$809.00
1086	Chassis // Suspension // LiquidSpring on Rear Axle	$12,000.00			
1078	Chassis // Running Boards // ArcRite Running Board v	$1,250.00			
1031	Chassis // Air Horn System // Dual 10" & 12" Air Hor	$1,250.00			
1032	Chassis // Air Horn System // Fast RecoveryCompress	$1,500.00			
1033	Chassis // Air Horn System // Operated Via Foot Switc	$250.00			
1088	Chassis // Tint // Chassis Window Tint	$250.00			
1188	Module // Paint // Two Tone 14'	$3,750.00			
1128	Module // Conspicuity // Conspicuity on the Rear of th	$1,750.00			
1129	Module // Conspicuity // Conspicuity Strips - Matching	$500.00		Subtotal From Additional Sheet(s):	$0.00
1143	Module // Exterior // Striping and lettering // Pricing //	$3,000.00		Subtotal B:	$38,059.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Air horn foot switch wired to work when primary is on	$125.00		
Furnish and install Harrison H-Power battery system	$39,000.00		
		Subtotal From Additional Sheet(s):	$0.00
		Subtotal C:	$39,125.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	14%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	$309,000.00	=	Subtotal D:	$309,000.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$1,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Chassis upgrade from 4x2 to 4x4	$4,000.00		
		Subtotal From Additional Sheet(s):	$0.00
		Subtotal F:	$4,000.00

Delivery Date:		**G. Total Purchase Price (D+E+F):**	$314,000.00

stryker

Killeen FD - Powered System FY23

Quote Number:	10594770	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	KILLEEN FIRE DEPT	Rep:	Marisa Wheeler
	Attn:	Email:	marisa.wheeler@stryker.com
		Phone Number:	586-713-6031

Quote Date:	10/07/2022
Expiration Date:	01/05/2023

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	KILLEEN FIRE DEPT	Name:	KILLEEN FIRE DEPT	Name:	CITY OF KILLEEN
Account #:	1175956	Account #:	1175956	Account #:	1300898
Address:	201 N 28TH ST	Address:	201 N 28TH ST	Address:	101 N COLLEGE ST
	KILLEEN		KILLEEN		KILLEEN
	Texas 76541-6298		Texas 76541-6298		Texas 76541-6105

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	$30,633.25	$30,633.25
2.0	650707000002	Lithium-Ion Battery	1	$804.42	$804.42
3.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	$1,151.28	$1,151.28
4.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	$26.24	$26.24
5.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	1	$27,716.26	$27,716.26
6.0	6252000000	Stair-PRO Model 6252	1	$4,428.98	$4,428.98
6.1	7777881660	1 year parts, labor & travel			
6.2	6252009001	Stair-Pro Operations Manual			
6.3	6250001162	In-Service Video (DVD)			
6.4	6252026000	Common Components			
6.5	6250021000	2 Piece ABS Panel Seat			
6.6	6250162000	Polyester Restraint Set (Metal Buckles)			
6.7	6252023000	Extended Main Frame Assembly			
6.8	6250025000	Extended Length Lower LiftHandles			
6.9	6252029000	Extended Handle Foot Rest Opti			
6.10	6252024000	No IV Clip Option			
			Equipment Total:		$64,760.43

stryker

Killeen FD - Powered System FY23

Quote Number:	10594770	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	KILLEEN FIRE DEPT	Rep:	Marisa Wheeler
	Attn:	Email:	marisa.wheeler@stryker.com
		Phone Number:	586-713-6031

Quote Date: 10/07/2022

Expiration Date: 01/05/2023

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
7.1	77500010	ProCare Power-PRO 2 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with SEM and battery coverage for 6507 POWER PRO 2, HIGH CONFIG	5	1	$6,345.00	$6,345.00
7.2	76011PT	ProCare Power-LOAD Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for MTS POWER LOAD *INCLUDES FLOOR PLATE*	6	1	$10,000.80	$10,000.80
7.3	73071PT	ProCare Stair Chair Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel (AM) for Stair-PRO Model 6252	6	1	$1,366.20	$1,366.20
				ProCare Total:		$17,712.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$33.22
Grand Total:	$82,505.65

Comments:

Full 7 year service plan added to each product, This includes parts, labor, travel, batteries, and SEM (for cot) for entire service life of products.

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

stryker

Killeen FD - Monitor FY23

Quote Number:	10592753	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	KILLEEN FIRE DEPT	Rep:	Marisa Wheeler
	Attn:	Email:	marisa.wheeler@stryker.com
		Phone Number:	586-713-6031

Quote Date:	10/04/2022
Expiration Date:	01/02/2023

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	KILLEEN FIRE DEPT	Name:	KILLEEN FIRE DEPT	Name:	CITY OF KILLEEN
Account #:	1175956	Account #:	1175956	Account #:	1300898
Address:	201 N 28TH ST	Address:	201 N 28TH ST	Address:	101 N COLLEGE ST
	KILLEEN		KILLEEN		KILLEEN
	Texas 76541-6298		Texas 76541-6298		Texas 76541-6105

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001588	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	1	$39,963.04	$39,963.04
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	1	$0.00	$0.00
3.0	11171-000082	Masimo RC Patient Cable - EMS, 4 FT.	1	$239.44	$239.44
4.0	11171-000049	Masimo Rainbow DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	$612.54	$612.54
5.0	11171-000050	Masimo Rainbow DCIP Pediatric Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	$674.04	$674.04
6.0	11160-000011	NIBP Cuff-Reusable, Infant	1	$22.14	$22.14
7.0	11160-000013	NIBP Cuff-Reusable, Child	1	$25.42	$25.42
8.0	11160-000017	NIBP Cuff -Reusable, Large Adult	1	$35.26	$35.26
9.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	1	$49.20	$49.20
10.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	$322.26	$322.26
11.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	$58.22	$58.22
12.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	$82.82	$82.82
13.0	21996-000109	Titan III WiFi Gateway	1	$989.74	$989.74

PENDING APPROVAL

stryker

Killeen FD - Monitor FY23

Quote Number:	10592753	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	KILLEEN FIRE DEPT	Rep:	Marisa Wheeler
	Attn:	Email:	marisa.wheeler@stryker.com
		Phone Number:	586-713-6031

Quote Date: 10/04/2022

Expiration Date: 01/02/2023

#	Product	Description	Qty	Sell Price	Total
14.0	11577-000004	Station Battery Charger - For the LP15	1	$1,874.52	$1,874.52
15.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	$473.14	$1,892.56
			Equipment Total:		$46,841.20

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
16.0	78000171	LIFENET Asset, per device	8	1	$856.80	$856.80
17.1	78000639	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	1	1	$1,926.00	$1,926.00
			ProCare Total:			$2,782.80

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$463.87
Grand Total:	$50,087.87

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-42973 Version: 1

Killeen Fire Department
201 North 28th Street
Killeen, TX 76541-6298

ZOLL Customer No: 3644

Jim Kubinski
2545017671
jkubinski@killeentexas.gov

Quote No: Q-42973
Version: 1

Issued Date: October 19, 2022
Expiration Date: December 30, 2022

Terms: NET 30 DAYS

FOB: Destination

Freight: Free Freight

Prepared by: Rod Cheney
EMS CPR Regional Manager
rcheney@zoll.com
+1 4199069018

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	949804	8700-0730-01	**AutoPulse® System with Pass Thru** Includes: Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	1	$12,457.00	$10,775.10	$10,775.10
2	949804	8700-0706-01	**LifeBand 3 pack** Single-use chest compression band (3 per package)	1	$425.00	$367.50	$367.50
3	949804	8700-0753-01	**AutoPulse SurePower Charger** Includes User Guide and U.S Power Cord. Standard one (1) year warranty. U.S. Tests, Charges and automatically verifies battery charge level	1	$2,600.00	$2,249.10	$2,249.10
4	949804	8700-0752-01	**AutoPulse Li-Ion Battery**	3	$935.00	$808.50	$2,425.50
5	949804	8700-000850-40	**AutoPulse Quick Case - Blue** All-in-one carrying case and patient moving sheet for the Autopulse Resuscitation System.	1	$561.00	$485.10	$485.10
6	949804	12-0242-000	**ResQPOD ITD 10 (only)**	3	$131.00	$113.02	$339.06

Subtotal: $16,641.36

Total: $16,641.36

Contract Reference	Description
949804	Reflects GPO Npp 2020 - Contract No. PS20200 contract pricing. Notwithstanding anything to the contrary herin, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Killeen Fire Department
Quote No: Q-42973 Version: 1

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at https://www.zoll.com/about-zoll/invoice-terms-and-conditions and for software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSHTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. This Quote expires on December 30, 2022. Pricing is subject to change after this date.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the customer)

[ ] Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

[ ] Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

[ ] Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

[ ] No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Killeen Fire Department
Authorized Signature:

_____

Name: _____

Title: _____

Date: _____

Dailey & Wells Communications Inc.

3440 E. Houston St. San Antonio, TX 78219

L3HARRIS DAILEY-WELLS

Bill To:

City of Killeen Fire Dept
101 N. College St
Killeen, TX 76541
ATTN: Accts. Payable
PH: 254-501-7667
EMAIL: Kbell@killeentexas.gov

Customer PO:

Purchase Contract: H-GAC RA05-21

Shipping Charges Included

SHIP TO:

City of Killeen Fire Dept
201 N. 28th
Killeen, TX 76541
ATTN:

Sales Person:

Larry Sayles
larry@dwcomm.com
(888) 311-7595 Mobile

Quotation: XL-200M-111122
Quote Number: **XL-200M-111122**
Terms: Net 30
Date: 11/11/2022
Valid Until: 60 days from above date

XL-200M- Multiband Mobile- BeOn Full Featured - Dual Control

Item	Part Number	Description	Qnty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	1	$ 3,815.00	26%	$ 2,823.10	$ 2,823.10
2	XZ-PL4J	FEATURE, VHF BAND	1	$ 550.00	26%	$ 407.00	$ 407.00
3	XZ-PL4K	FEATURE, UHF BAND	1	$ 550.00	26%	$ 407.00	$ 407.00
4	XZ-PL4L	FEATURE, 700/800 MHZ BAND	1	$ 550.00	26%	$ 407.00	$ 407.00
5	XZ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	1	$ 80.00	26%	$ 59.20	$ 59.20
6	XZ-AN7G	ANTENNA, FLEX,HEAVY-DUTY	1	$ 250.00	26%	$ 185.00	$ 185.00
7	XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	1	$ 1,600.00	26%	$ 1,184.00	$ 1,184.00
8	XZ-PL4U	FEATURE,XL200M SINGLE-KEY DES ENCRYPTION	1	$ 0.01	0%	$ 0.01	$ 0.01
9	XZ-PL9E	FEATURE,XL200M SINGLE-KEY AES ENCRYPTION	1	$ 0.01	0%	$ 0.01	$ 0.01
10	XZ-PL4F	FEATURE, PHASE 2 TDMA	1	$ 250.00	26%	$ 185.00	$ 185.00
11	BM-PKGCL-XL	APP, BEON XL RADIO FAMILY	1	$ 365.00	26%	$ 270.10	$ 270.10
12	XZ-CP6A	CONTROL UNIT, XL-CH	2	$ 1,650.00	26%	$ 1,221.00	$ 2,442.00
13	XZ-MC6A	MICROPHONE, XL, STANDARD MOBILE	2	$ 105.00	26%	$ 77.70	$ 155.40
14	XZ-LS6A	SPEAKER, EXTERNAL, MOBILE	2	$ 60.00	26%	$ 44.40	$ 88.80
15	XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	2	$ 222.00	26%	$ 164.28	$ 328.56
16	XZ-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	1	$ 600.00	26%	$ 444.00	$ 444.00
17	XZ-MA4C	BRACKET, MOUNTING, XL CONTROL HEAD	1	$ 68.00	26%	$ 50.32	$ 50.32
18	XZ-CA6D	CABLE, POWER, XL-CH	1	$ 87.00	26%	$ 64.38	$ 64.38

19		Shipping and Handling					$ 35.00

EXTENDED TOTAL **$ 9,535.88**

Purchase Orders to be issued to:
Dailey & Wells Communcations Inc
3440 E. Houston St.
San Antonio, TX 78219
Purchase orders must include the following references:
*Quotation Name
*Contract Number and/or name
* Frequencies must be supplied (if applicable)
*Requested delivery date
*Shipping will default to Bestway, 5 day ground, unless other wise specified
*Bill and Ship to address must be included
*Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable.
*Non standard packing will be billed to customer

*This document contains confidential, proprietary, and competitive sensitive information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this quote. Disclosure, reproduction, or use of any part thereof shall not be made without prior written approval from Dailey & Wells Communications.
*These items/technical data are controlled by the United States government and shall not be exported from the United States nor shared with a Foreign National without prior approval from the United States government. Delivery is dependent upon receipt of an export license, where applicable.
*TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-41370

QUOTED TO:
CUS101862
KILLEEN FIRE DEPT
201 N 28TH ST
KILLEEN TX 76541
UNITED STATES
BELL

SHIP TO:
KILLEEN FIRE DEPT
201 N 28TH ST
KILLEEN TX 76541
UNITED STATES
BELL

Expires On	Sales Rep	Terms	PO #	Shipping Method
4/16/2023	Eric Rohleder	PP - Prepaid		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KSM-200K1	KeySecure® 5, 1 MKEY, 1 PLUG, WIFI, ETHERNET, USB, W/ ANT.	1	EA	$899.00	$899.00
Installation Address: Primary System Code Role: PS-11-0027-09-85-BOXES					
KLS-FM	FLAT MOUNT BRACKET, KeySecure® 5 & 6	1	EA	$74.00	$74.00
Installation Address: Primary System Code Role: PS-11-0027-09-85-BOXES					
5530H3SK	MedVault® 2.5 Large, STD DOOR, WIFI STD, SURFACE, BACK ANT	1	EA	$1,995.00	$1,995.00
Installation Address: Primary System Code Role: PS-11-0027-09-85-EMS01					

Subtotal	**$2,968.00**
Tax Amount	**$0.00**
Shipping and Handling	**$54.00**
Total	**$3,022.00**

QT-KA-41370

Terms and Conditions

All pricing is subject to change and is based on a quantity order to be shipped all at one time. Prices quoted are valid through the "Expires On" date shown. All shipping and handling fees, if provided, are estimates based upon ground service to the address shown above. Knox will provide you a firm cost for shipping and handling fees when order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

SALES TAX DISCLAIMER: Knox is required to collect sales tax for purchases made in the following states: AL, AR, AZ, CA, CO, CT, FL, GA, IA, IL, IN, KS, KY, MA, MD, ME, MI, MN, NC, NE, NJ, NM, NV, NY, OH, OK, PA, RI, SC, TN, TX, UT, VA, VT, WA and WI. Where applicable, Knox will charge sales tax unless you have a valid sales tax exemption certificate on file with Knox. If you are sales tax exempt, you must provide us with an exemption certificate at the time the order is placed.

Please submit a purchase order form.

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

September 20, 2022

Keith Foxx, Deputy Chief of Support
KILLEEN FIRE DEPARTMENT
201 N 28TH ST
KILLEEN, TX 76541

Proposal For: 2024 Killeen Pumper AFG Grant Award

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to KILLEEN FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB KILLEEN FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1156 - Pierce-Custom Enforcer Pumper, 2nd Gen **(Unit Price - $970,008.00)** Delivery within 27-28 months of order date QUOTE # - SMEG-0004614-0	
Vehicle Price	$970,008.00
1156 - UNIT TOTAL	**$970,008.00**
SUB TOTAL	$970,008.00
BuyBoard 651-21 (FIRE)	$1,500.00
TOTAL	**$971,508.00**

Price guaranteed until December 31, 2022 for this pumper only.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Scott Beckwith

I, _____, the authorized representative of KILLEEN FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____

Signature & Date

Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at $100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

Siddons Martin Emergency Group, LLC
Company Name

Kathryn Williams
Printed Name

Vice President & General Counsel
Title

11/15/2022
Date

Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at $100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

Sterling McCall Ford
Company Name

Pablo Cantu Jr.
Printed Name

INVENTORY CONTROL MGR/ADMIN
Title

9/15/2022
Date

Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at $100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Jennifer N. Collins
Signature

Stryker Sales, LLC
Company Name

Jennifer N. Collins
Printed Name

Manager, Contracts and Pricing
Title

9/8/22
Date

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/11/2022

Judith Tangalin
KILLEEN, CITY OF
PO BOX 1329
KILLEEN, TX 76541

EMW-2021-FG-11033

Dear Judith Tangalin,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of $590,909.09 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $59,090.91 for a total approved budget of $650,000.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant
Recipient: KILLEEN, CITY OF
UEI-EFT: LKV2KLTN9M48
DUNS number: 068980739
Award number: EMW-2021-FG-11033

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$650,000.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$590,909.09
Non-federal	$59,090.91
Total	$650,000.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Vehicle acquisition

Pumper/Engine (750 gpm or more and holds a minimum of 300 gallons or more)

DESCRIPTION

Pierce Custom Enforcer Pumper, 2nd Generation - 1500 GPM Pump - 750 Gallon Water Tank and all necessary NFPA compliant fire and rescue equipment.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	$650,000.00	$650,000.00	Equipment

CHANGE FROM APPLICATION

Price from **$919,802.00** to **$650,000.00**

JUSTIFICATION

This reduction is because the cost you requested for a Pumper/Engine exceeds the average price range calculated from market research and prior awards for the same item.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-956564

Date Filed:
11/17/2022

Date Acknowledged:

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

Siddons Martin Emergency Group, LLC
HOUSTON, TX United States

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

City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

HGAC FS12-19
(2) Pierce Custom Enforcer Pumper, (1) Pierce Custom Velocity Aerial, HD Ladder, (1) Pierce Custom Enforcer Pumper

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Siddons Martin Holding, Inc.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kathryn Williams, and my date of birth is 05/03/1984.

My address is 1362 E. Richey Rd (street), Houston (city), TX (state), 77073 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 17th day of November (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-956546

Date Filed:
11/17/2022

Date Acknowledged:

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

Siddons Martin Emergency Group, LLC
HOUSTON, TX United States

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

City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BuyBoard 651-21
Pierce Custom Enforcer Pumper

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Siddons Martin Holding, Inc.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kathryn Williams, and my date of birth is 05/03/1984.

My address is 1362 E. Richey Rd (street), Houston (city), TX (state), 77073 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 17th day of November (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-956706

Date Filed:
11/17/2022

Date Acknowledged:

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

STERLING MCCALL FORD
HOUSTON, TX United States

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

CITY OF KILLEEN

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

3280
AMBULANCE

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Pablo Canto, and my date of birth is 10-09-1970.

My address is 6445 Southwest Freeway (street), Houston (city), TX (state), 77074 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 17 day of Nov (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-954096

Date Filed:
11/10/2022

Date Acknowledged:

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

Stryker Sales, LLC
Portage, MI United States

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

City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

276720
Medical Devices

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Marisa Wheeler, and my date of birth is 02/11/1996.

My address is 3800 E Centre Ave (street), Portage (city), MI (state), 49002 (zip code), USA (country).

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

Executed in Collin County, State of TX, on the 10 day of November (month), 20 22 (year).

Marisa L Wheeler

Signature of authorized agent of contracting business entity
(Declarant)

PURCHASE FIRE DEPARTMENT EMERGENCY VEHICLES

RS-22-166

November 29, 2022

Background

- Fire Department has 15 large fire vehicles and 4 are overdue for replacement
- On November 15, 2022, City Council approved a limited tax note to replace the 4 overdue fire vehicles and purchase an ambulance for the future new Fire Station #4
- Pumper/Engine also required for FS#4 and is partially funded by Assistance to Firefighters (AFG) Grant equaling $590,909

Procurement Method

3

- Purchases made through a cooperative contract and sole source exemption are exempt from the competitive bidding process as stated in Texas Local Government Code
- Six units being procured at $5,901,954:
  - 1 – Aerial Ladder Truck at $1,888,122
  - 4 – Pumper/Engine Trucks at $3,503,632
  - 1 – Ambulance fully equipped at $510,200

Alternatives

- Defer purchase of Fire Department emergency vehicles
- Purchase Fire Department emergency vehicles

Recommendation

City Council approve the procurement of six emergency vehicles and equipment in the amount of $5,901,954, and authorize the City Manager or designee to execute change orders in accordance with state and local law

City of Killeen

Staff Report

File Number: RS-22-167

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

DATE: **November 29, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Jeffery Reynolds, Executive Director of Public Works**

SUBJECT: **Authorize the execution of a Professional Services Agreement with CP&Y, Inc. to Design the Pump Station No. 2 Rehabilitation Project**

BACKGROUND AND FINDINGS:

The 2019 Water and Wastewater Master Plan includes project R2W - rehabilitation of Pump Station No. 2 which was built in the early 1950's and is located at 301 South Park Street. This project includes architectural, electrical, and mechanical improvements to the existing pump station which serves the northwestern part of the City.

City staff has negotiated a professional services agreement (PSA) with CP&Y, Inc. for the design and contract administration of Pump Station No. 2 Rehabilitation Project, in the amount of $211,565. CP&Y has provided exceptional design and contract administration on several past Water and Sewer infrastructure projects.

THE ALTERNATIVES CONSIDERED:

(1) Do not authorize the professional services agreement with CP&Y; this will delay the design and construction of this critical water rehabilitation project.
(2) Authorize the execution of the professional services agreement with CP&Y for the design and contract administration of the Pump Station No. 2 Rehabilitation Project.

Which alternative is recommended? Why?

Alternative two (2) is recommended due to CP&Y's extensive experience with the design of pump stations. City staff believes that CP&Y has submitted a fair and reasonable proposal for their engineering services and has provided designs of great value to the City in previous projects.

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies. Texas Government Code, Chapter 2254, states that contracts for the procurement of defined professional services may not be awarded on the basis of

competitive bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications.

FINANCIAL IMPACT:

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

Total amount of $211,565 will be encumbered in FY 2023.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funds are available in the Water & Sewer CIP Fund account 387-8934-493.69-01.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council authorize the City Manager or designee to execute a Professional Service Agreement with CP&Y, Inc. for the design and construction administration of Pump Station No. 2 Rehabilitation Project in the amount of $211,565, and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Certificate of Interested Parties

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

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

EJCDC No. 1910-1 (1996 Edition)
Revised by City of Killeen 3/03/04

Copyright ©1996 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

TABLE OF CONTENTS **Page**

ARTICLE 1 - SERVICES OF ENGINEER 2
1.01 Scope 2

ARTICLE 2 - OWNER'S RESPONSIBILITIES 2
2.01 General 2

ARTICLE 3 - TIMES FOR RENDERING SERVICES 2
3.01 General 2
3.02 Suspension 2

ARTICLE 4 - PAYMENTS TO ENGINEER 2
4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER 2
4.02 Other Provisions Concerning Payments 2

ARTICLE 5 - OPINIONS OF COST 3
5.01 Opinions of Probable Construction Cost 3
5.02 Designing to Construction Cost Limit 3
5.03 Opinions of Total Project Costs 3

ARTICLE 6 - GENERAL CONSIDERATIONS 3
6.01 Standards of Performance 3
6.02 Authorized Project Representatives 4
6.03 Design without Construction Phase Services 4
6.04 Use of Documents 5
6.05 Insurance 5
6.06 Termination 6
6.07 Controlling Law 6
6.08 Successors, Assigns, and Beneficiaries 6
6.09 Hazardous Environmental Condition 6
6.10 Allocation of Risks 7
6.11 Notices 7
6.12 Survival 7
6.13 Severability 7
6.14 Waiver 8
6.15 Headings 8

ARTICLE 7 - DEFINITIONS 8
7.01 Defined Terms 8

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS 11
8.01 Exhibits Included 11
8.02 Total Agreement 11

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____("Effective Date") between the CITY OF KILLEEN ("OWNER") and CP&Y, INC. .("ENGINEER").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

Professional engineering services to provide field, planning, design, and construction related services for the improvements to the City's existing Pump Station No. 2. The project is generally identified as **Pump Station No. 2 Rehabilitation Project**.

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A, Proposal for Professional Services – Pump Station No. 2 Improvements, dated October 10, 2022.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in the Exhibits – Not Applicable.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services*. OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A.

B. *For Additional Services*. OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A.

C. *For Reimbursable Expenses*. In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit A.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices*. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit A.

B. *Payment of Invoices*. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth

day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices*. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination*.

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit H. Engineer shall not incur additional expenses after receipt of notice of termination, and shall make reasonable efforts to minimize costs.

E. *Records of ENGINEER's Costs*. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions*. In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in the Exhibits, "Construction Cost Limit," to this Agreement. – Not Applicable

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract

Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of

time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause*,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience*,

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of Texas and venue shall be in Bell County.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.10 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. In addition to the indemnity provided under paragraph 6.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

6.11 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.12 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall

be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application* for Payment--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all

Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. PCB's--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the

Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit H.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. Supplementary Conditions--That part of the Contract Documents which amends or supplements the General Conditions.

41. Total Project Costs--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER.

42. Work--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, Proposal for Professional Services – Pump Station No. 2 Improvements, dated October 10, 2022.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages. – Not Applicable

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page. – Not Applicable

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages. – Not Applicable

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 1 page. – Not Applicable

D. Exhibit G, "Insurance," consisting of 1 page.

H. Exhibit H, "Standard Hourly Rate Schedule," consisting of 1 page.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

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

OWNER: City of Killeen	ENGINEER: CP&Y, Inc.
By: Kent Cagle	By: David L. Marek, PE
Title: City Manager	Title: Vice President
Date Signed:	Date Signed: October 24, 2022
Address for giving notices:	Address for giving notices:
P.O. Box 1329	200 West State Highway 6, Suite 620
Killeen, TX 76540-1329	Waco, Texas 76712
Designated Representative (paragraph 6.02.A):	Designated Representative (paragraph 6.02.A):
Steven L. Kana, PE	Scott C. Wetzel, PE
Title: Director of Water and Sewer	Title: Vice President
Phone Number: (254) 501-7623	Phone Number: (254) 399-7153
Facsimile Number: (254) 501-6321	Facsimile Number: (254) 776-2924
E-Mail Address: skana@killeentexas.gov	E-Mail Address: swetzel@cpyi.com

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____ _____, _____.

Initial:
OWNER _____
ENGINEER DLM

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth in Attachment 1, Proposal for Professional Services – Pump Station No. 2, dated October 10, 2022.

October 10, 2022

Mr. Steve Kana, Director of Water & Sewer Utilities
City of Killeen
P.O. Box 1329
Killeen, TX 79540-1329

Re: Proposal for Professional Services – Pump Station No. 2 Improvements

Dear Steve:

CP&Y, Inc., an STV Company, is pleased to submit our proposal for Professional Engineering Services to provide field, planning, design and construction related services for the improvements to the City's existing Pump Station No. 2. The project generally consists of replacing the three horizontal split case pumps and motors with new units and adding variable frequency drives (VFDs), replacing the pump feeder pipes and control valves, installing a pressure regulating system to operate the pumps, provide new electrical and controls for the pumps, and provide select architectural and MEP improvements to the building.

ENGINEERING SERVICES:

Work Item "A" – Field Services

1A. Engineer will establish project horizontal and vertical control based on City of Killeen monuments (NAD83 & NAVD88) and will set a permanent benchmark and/or control point at the site using a 5/8-inch iron rod.

2A. Using the benchmark established at the site, Engineer will use light detection and ranging (LiDAR) technology to conduct interior measurements inside the existing pump room to be used for the design of the pump room improvements.

3A. Engineer will conduct limited topographic surveying on the existing ground surface in select locations for purposes of designing the emergency wash station and related piping. Survey will include existing building sidewalks to verify compliance with accessible route requirements as established by TDLR.

4A. Engineer will assess during preliminary design if geotechnical engineering will be required. Should geotechnical engineering be required, Engineer will submit to the City of Killeen a supplemental fee proposal for a soil boring(s), soils classification, and design parameter requirements.

200 West Highway 6, Suite 620
Waco, Texas 76712

(p) 254.772.9272 • (f) 254.776.2924
www.cpyi.com

Work Item "B" – Design Services

1B. The Basis of Design for the project will be based on the City's Water Renewal Capital Improvements Plan as developed by Freese and Nichols (October 2019). Engineer will rely on the recommendation of this Renewal Project for the project pump design.

2B. Process Mechanical Design

a. Size the new pumps to match the existing pressure head and flow duty points of the existing horizontal split case pumps to meet current system demands per FNI report. Engineer understands the pump station serves a segment of the distribution system and is used to maintain the minimum TCEQ required pressure of 35 psi for this region of the distribution system during high demand periods.

b. Replace the existing interior pump connection piping, pump control valves, pump piping fittings/appurtenances, and evaluate the existing isolation gate valves, as required to accommodate the new horizontal split case pumps. The intent is to reuse the existing 12-inch header piping that supplies water for the pumps from the existing ground storage tank.

c. Design required modifications to the interior pump station horizontal and vertical pipe alignment to accommodate the installation of the new pumps, including adjustments to the existing pump housekeeping pads and pipe supports.

d. Evaluate and replace interior sump pump as required.

e. Design improvements to the existing gas chlorine system to replace chlorinators, rotometers, detectors, alarms, gas/solution piping, room ventilation and heaters. Connections will be provided for installation of a water heater to be installed by the City.

3B. Building Improvements Design

a. Retain the services of a structural engineer to provide design improvements to address apparent structure movement of the existing building.

b. Design improvements to the existing crane monorail system and exterior doors to address the conflict due to alignment problems.

c. Design improvements to the pump room ventilation system by providing new ventilation and/or intake louvers that are controlled by thermostat.

d. Coordinate with the City and based on City preference, either design modifications to the existing restroom to make it compliant with TDLR requirements or eliminate it.

e. Provide specifications for repointing the interior/exterior masonry where building movement has occurred.

f. Specify repainting the building interior or at a minimum, the locations where repointing is completed.

g. Specify cleaning the building exterior masonry surfaces to remove mildew and seal exposed masonry veneers.

h. Design roof plan and details for reroofing the original structure and adjoining building addition.

4B. Electrical and Controls Design
   a. Design the replacement of existing control and/or electrical panels as required for the new pumps.
   b. Design the replacement of existing conduits and conductors in the pump room for the new pumps and panels.
   c. Design upgrades to interior building lighting as required.
   d. Specify upgrades to the pump controls as required for the new pumps.
   e. Evaluate and indicate updates to the existing SCADA panel to accommodate the new pumps and/or controls. Engineer will provide SCADA termination at the I/O panel exterior. City's SCADA provider shall be responsible for completing final connections in panel and all programming modifications.

5B. Develop technical specifications and an opinion of probable construction cost (OPCC) for the Project.
   a. 60% Submittal – provide technical specifications outline and preliminary OPCC.
   b. 90% Submittal – provide draft project manual, technical specifications and pre-final OPCC.
   c. 100% Submittal – provide final project manual, technical specifications and OPCC.

6B. Milestone Submittals
   a. Prepare one (1) milestone submittal of preliminary construction drawings (30%) to the City for review of proposed design for the Project. Engineer will use the approved preliminary drawings as the basis of design throughout the remaining project development.
   b. Prepare three (3) milestone submittals of plans, specifications (table of contents only at 60% submittal stage) and opinions of costs to the City for review of design, including interim (60%), pre-final (90%) and final (100%) construction drawings for the Project.
   c. Attend up to four (4) project design meetings with the City to review the documents included at the milestone submittals.
   d. Following each submittal and review by the City of Killeen, Engineer will prepare written responses to the comments generated by City and incorporate comments into subsequent milestone submittals.
   e. Prepare a final set of Construction Drawings in 11x17 format, the Project Manual (including technical specifications), and OPCC, in electronic file format (PDF) on a flash drive submitted to City.

<u>Work Item "C" – Bidding Phase Services</u>

1C. Provide Owner with a written project description to assist in advertising Project for bid.

2C. Prepare construction plans and technical specifications in portable document format (PDF) and upload to CIVCAST to make available to prospective project bidders.

3C. Engineer will provide clarifications and/or address bidder's questions during the bid process. Engineer will prepare and issue addenda as may be required to modify the Contract Documents before or after they have been issued to prospective Bidders.

4C. Attend one (1) Pre-Bid meeting and one (1) Bid Opening for Project. If so requested by Owner, Engineer will conduct the Pre-Bid conference and provide the meeting agenda.

5C. Assist Owner in review of bids received for completeness and accuracy. Owner will prepare a bid tabulation to be submitted to the respondents, and prepare notice of award as necessary.

6C. Owner will be responsible for compilation and distribution of Contract Documents to the contractor for signatures and execution.

7C. Engineer will prepare and provide 'conformed' construction plans and technical specifications in PDF to Contractor as modified to reflect changes resulting from addenda and clearly indicate approval for construction status.

Work Item "D" – Construction Phase Services

Engineer agrees to perform the following Construction Phase Services listed below.

1D. Interpretation – During construction, Engineer's Project Manager or Design Staff shall be available for interpretation of the Drawings, Specifications, or Bidding Documents.

2D. Project Submittals – Review Contractor submitted Shop Drawings, material samples, equipment drawings, and other data submittals required by the Contract Documents for conformance with the applicable sections of the Documents.

3D. Preconstruction Meeting – Provide representation for Owner at one (1) preconstruction review meeting with the selected Contractor.

4D. Construction Site Visits – Engineer will provide up to nine (9) construction site visits to coincide with the construction progress meetings. The purpose of the site visits will be to assess if the work is proceeding in general accordance with the Contract Documents. Due to the intermittent nature of the site visits, Engineer is not conducting detailed inspections or exhaustive reviews of the Contractor's work and, therefore, does not assume the responsibility of the Contractor to fulfill his obligation to properly perform and fully execute construction of Project.

5D. Progress Meetings – Attend construction progress meetings proposed to occur once per month and to be conducted at Owner's office or project site. It is anticipated that construction will last for nine (9) months and that nine (9) construction progress meetings will be provided. Should more than nine (9) construction progress meetings be required, Engineer will submit to the City a supplemental services agreement for additional payment.

6D. Construction Administration – Review and make recommendations on pay requests and change orders.

7D. Final Review – Assist Owner in conducting a final review of the completed construction in an effort to determine if the final construction is in general conformance with the Contract

Documents. Complete a punch list and submit to Owner and make a subsequent recommendation of project acceptance once the punch list items have been corrected by the Contractor.

8D. Record Drawings – Upon completion of the construction work and upon final project approval, Engineer shall revise the original reproducible drawings to reflect changes made during construction based on Contractor and/or Owner mark-ups. Mark-ups shall be submitted by the Contractor. Engineer shall then submit two (2) sets of hard-copy prints to Owner, and one flash drive containing portable digital files (PDF) of the plans and Project Manual.

Work Item "E" – Project Management Services

1E. Engineer will create and submit monthly invoices suitable for payment by Owner.
2E. Engineer will provide periodic progress reports for submission to City that provides a written account of the progress made to date on the Project.
3E. Engineer will attend Project review meeting with City to review Project progress.
4E. Engineer shall prepare Project meeting summaries for applicable meetings during Project development.
5E. Engineer will conduct internal coordination meetings to discuss/resolve Project issues and to manage progress.
6E. Engineer shall formally close out Project and perform a documented archive process.

SERVICES NOT PROVIDED BY ENGINEER:

1. Computer hydraulic modeling services of the City's water system.
2. Design of standby power generation system or transfer switch.
3. Design of exterior site piping, tank modifications or drainage improvements.
4. Environmental assessments, hazardous materials assessments, historic structures, threatened or endangered species assessments, geotechnical services, or related permitting.
5. SWPPP plan, NOI, NOT, and related documentation.
6. Design of traffic control plans (TCP).
7. Coordination for new electric service and/or transformers for the project site.
8. Geotechnical Engineering field and report services.
9. Chemical feed system design other than that for the gas chlorine system using 150-pound gas cylinders.
10. Water heater for emergency eye wash/shower station.
11. Topographic and metes/bounds surveying services for the project site as a whole.
12. Resident project representative (RPR), construction observation or inspection services of the Contractor's work.
13. Any services not specifically identified as being provided herein. Such services shall be considered supplementary and additional.

OWNER RESPONSIBILITIES:

City of Killeen will perform the following tasks in a timely manner so as not to delay the services of the Engineer and will bear all costs incident thereto.

1. Provide the Engineer with all criteria and full information to meet City of Killeen's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability , and any budgetary limitations; and furnish copies of all design and construction standards which City of Killeen will require to be included in the Drawings and Specifications; and furnish copies of City of Killeen's standard forms, conditions, and related documents for the Engineer to include in the Bidding Documents, when applicable.
2. Provide electronic copies of available and relative information, including CADD files, GIS files, etc.
3. Give prompt written notice to Engineer whenever City of Killeen observes or otherwise becomes aware of a hazardous environmental condition or of any other development that affects the scope or time of performance of Engineer's services, or any defect or non-conformance in Engineer's services or in the work of any Contractor.
4. Arrange for legal access for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
5. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as City of Killeen deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
6. Advise Engineer of the general description of services of any independent consultants employed by City of Killeen to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, constructability review during the design and construction management during the construction of this Project. Provide necessary personnel and equipment for field verification of sub-surface utility information critical to design for the project, as requested by the Engineer.

TIMES FOR RENDERING SERVICES:

WORK ITEM / PHASE	CALENDAR DAYS
Work Item "A" – Field Services	60
Work Item "B" – Preliminary Engineering	90
Work Item "B" – Engineering Design	120
SUBTOTAL	270
Work Item "D" – Bidding Services	Per Owner's Schedule
Work Item "E" – Construction Services	Per Project Schedule
Work Item "F" – Project Management	Inclusive in "A" – "E"

Time required for project review and/or permitting approval not included in the above schedule.

COMPENSATION:

Attachment-A contains a detailed labor breakdown for the professional services summarized in the following table.

Service Description	**FEES**
1. Design Phase Services:	
a. Project Management	$8,600.00
b. Process Mechanical Design	$59,420.00
c. Building Improvements Design - Architectural	$22,460.00
d. Building Improvements Design - Structural	$5,200.00
e. Electrical/Instruments & Controls Design	$21,000.00
f. Ventilation and Plumbing Design	$11,800.00
g. Project Manual & Specifications	$8,560.00
h. Milestone Submittals and Meetings	$7,000.00
2. Topo Surveying	$5,690.00
3. Bidding Phase Services	$12,130.00
4. Construction Administration Phase Services	$49,705.00
TOTAL PROFESSIONAL FEE PROPOSAL	$211,565.00

Engineer will complete and submit a TCEQ public water system plan review submittal form, core data form, and sealed/signed construction engineering construction documents to the TCEQ Water Supply Division, Plan and Technical Review Section, requesting their review and approval for construction of the project.

Respectfully Submitted,

Scott Wetzel, PE
Vice President
CP&Y, Inc.

ATTACHMENT-A
"Fee Schedule"

CITY OF KILLEEN
Pump Station No. 2 Improvements
7-Oct-22

Fee Schedule/Budget - 22CKIL00977

Phase	Description	PM/Senior Engineer	Project Engineer	Project Architect	EIT Engineer 1	Sr. CAD Operator / Field Tech	CAD Operator / Field Tech	Utility Crew w/SUE	Field Observation Personnel	Admin. Support	Total Hours	Basic Engineering Fees	Basic Engineering as Percent of Total Fee	Total Costs	Total Costs as Percent of Total Fee
		$215.00	$145.00	$150.00	$120.00	$110.00	$105.00	$235.00	$110.00	$85.00					
A	Work Item "A" - Field Services														
	LiDAR and Set TBM/Control											$ 5,690.00	2.7%		
												$ -	0.0%		
	SUBTOTAL													$ 5,690.00	2.7%
B	Work Item "B" - Design Services														
	Project Management	40.00									40.00	$ 8,600.00	4.1%		
	Process/Mechanical Design Services	10.00	110.00		96.00	240.00				40.00	496.00	$ 59,420.00	28.1%		
	Building Improvements Design - Arch.			57.00			126.00			8.00	191.00	$ 22,460.00	10.6%		
	Building Improvements Design - Struct.											$ 5,200.00	2.5%		
	Electrical and I&C Design Services											$ 21,000.00	9.9%		
	Ventilation & Plumbing Engineering											$ 11,800.00	5.6%		
	Project Manual & Specifications	24.00								40.00	64.00	$ 8,560.00	4.0%		
	Milestone Submittals & Mtgs. Phase (4)	16.00				20.00				16.00	52.00	$ 7,000.00	3.3%		
	SUBTOTAL													$ 144,040.00	68.1%
C	Work Item "C" - Bidding Phase Services														
	CP&Y Bidding Phase Services	24.00		5.00		8.00	10.00			24.00		$ 9,880.00	4.7%		
	Subconsultants Bidding Phase Services											$ 2,250.00	1.1%		
	SUBTOTAL													$ 12,130.00	5.7%
D	Work Item "D" - Construction Phase Services														
	Construction Administration - Mech/Proc	61.00	16.00	12.00			16.00			40.00	145.00	$ 22,315.00	10.5%		
	Construction Administration - Building			31.00			16.00				47.00	$ 6,330.00	3.0%		
	Construction Administration - Subconsult's											$ 7,150.00	3.4%		
	Pre Con & Construction Progress Meetings	36.00					4.00			36.00	76.00	$ 11,220.00	5.3%		
	Record Drawings & Project Closeout	4.00				12.00				6.00	22.00	$ 2,690.00	1.3%		
	SUBTOTAL													$ 49,705.00	23.5%
	HOURS SUB-TOTALS	215.00	126.00	105.00	96.00	280.00	172.00	-	-	210.00	1,133.00				
	FEES SUBTOTAL	$ 46,225.00	$ 18,270.00	$ 15,750.00	$ 11,520.00	$ 30,800.00	$ 18,060.00	$ -	$ -	$ 17,850.00		$ 211,565.00	100.0%	**$ 211,565.00**	100.0%

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER DLM

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: City of Killeen Pump Station No. 2 Improvements

OWNER: City of Killeen

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER: CP&Y, Inc.

To: OWNER

And To: CONTRACTOR

The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By:_____

Title:_____

Dated:_____, _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.

3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.

4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced on the reverse hereof.

5. Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER DLM

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation:	Statutory	
b. Employer's Liability --		
1) Each Accident:	$	500,000
2) Disease, Policy Limit:	$	500,000
3) Disease, Each Employee:	$	500,000
c. General Liability --		
1) Each Occurrence (Bodily Injury and Property Damage):	$	1,000,000
2) General Aggregate:	$	2,000,000
d. Excess or Umbrella Liability --		
1) Each Occurrence:	$	4,000,000
2) General Aggregate:	$	4,000,000
e. Automobile Liability --		
1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	$	500,000

f. Other (specify): On all policies except Workers Compensation and Professional Liability - "City of Killeen is named as Additional Insured on the General Liability and Auto Liability policies."

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER DLM

Standard Hourly Rate Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Exhibit C and include hourly rates paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. *Schedule:*

1. Hourly rates for services performed on or after the date of the Agreement are shown below.

Job Code	Job Title	Flat Reg. Rt.
01	Principal	230.00-240.00
02	Sr. Project Manager	210.00-230.00
03	Project Manager	190.00-220.00
04	Project Engineer	130.00-180.00
05	Project Assistant	90.00-110.00
06	EIT	100.00-120.00
07	Managing Architect	210.00-230.00
08	Architect	130.00-180.00
09	Executive Assistant	80.00-90.00
10	Sr. Technician	120.00-130.00
11	Technician	100.00-120.00
12	Utility Technician	100.00-120.00
13	Field Observation Personnel	100.00-120.00
14	RPLS	140.00-160.00
15	Architect Intern	110.00-130.00
16	Accounting Manager	90.00-100.00
17	1 Man Field Crew	120.00-130.00
18	2 Man Field Crew	140.00-160.00
20	3 Man Field Crew	170.00-190.00
21	SUE Crew 1 Man	115.00-135.00
22	SUE Crew 2 Man	155.00-175.00
23	SUE Crew 2 Man/Truck	230.00-240.00
26	Project Mgr/ RPLS	150.00-170.00
27	Survey Project Mgr	130.00-150.00
39	Intern	40.00-50.00
40	Project Surveyor	145.00-155.00
81	Sr. Inspector	100.00-120.00
83	Inspector	85.00-100.00
84	Sr. Engineer	170.00-220.00
85	Sr. Electrical Engineer	200.00-230.00
86	Sr. Structural Engineering	200.00-230.00

Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at $100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature	CP&Y, Inc. Company Name
David L. Marek, PE Printed Name	Vice President Title
October 26, 2022 Date	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-948957

Date Filed:
10/26/2022

Date Acknowledged:

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

CP&Y, Inc.
Waco, TX United States

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

City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Pump Station No. 2 Rehab
Field, Planning, Design, and Construction Related Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kohler, Chuck	New York City, NY United States	X	
Kelly, Greg	New York City, NY United States	X	
Roohms, J.J.	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is David L. Marek, and my date of birth is 8/1/1968.

My address is 200 West State Highway 6, Suite 620 (street), Waco (city), TX (state), 76712 (zip code), US (country).

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

Executed in McLennan County, State of Texas, on the 26th day of October (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

PROFESSIONAL SERVICES AGREEMENT FOR PUMP STATION NO. 2 REHAB PROJECT

RS-22-167

November 29, 2022

Background and Findings

- The 2019 Water and Wastewater Master Plan includes project R2W – rehabilitation of Pump Station No. 2, which was constructed in the 1950's and is located at 301 South Park Street.
- This project includes architectural, electrical, and mechanical improvements to the existing pump station, which serves the northwestern part of the City.
- CP&Y submitted a professional services agreement (PSA) for the design and contract administration of Project R2W in an amount of $211,565.

Alternatives

- Do not authorize the professional services agreement with CP&Y; this will delay critical rehabilitation to a pump station that is a vital component of the water distribution system.
- Authorize the execution of a professional services agreement with CP&Y for the design and contract administration of the Pump Station No. 2 Rehabilitation Project.

Recommendation

- City Council authorize the City Manager, or designee, to execute a Professional Services Agreement with CP&Y for the design and contract administration of the Pump Station No. 2 Rehabilitation Project, in the amount of $211,565 and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

City of Killeen

Staff Report

File Number: RS-22-168

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

DATE: **November 29, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Jeffery Reynolds, Executive Director of Public Works**

SUBJECT: **Authorize the execution of a Letter of Agreement with Central Texas Water Supply Corporation for the sale of treated emergency water**

BACKGROUND AND FINDINGS:

This past September, Central Texas Water Supply Corporation (CTWSC) encountered a treated water emergency due to pump failures and unforeseen intake structure problems at their water treatment plant on Stillhouse Hollow Lake. CTWSC met with City staff to discuss the possibility of the city providing treated water to CTWSC to help them get through their emergency situation. The city currently has a twelve-inch water transmission main that ties into the CTWSC system at this location. A couple times in the past CTWSC has provided treated water to the city through this same main. Since the meeting at the CTWSC Pump Station, CTWSC staff have resolved some of the issues that placed them in their treated water emergency. They now feel that they will not need treated water from the city at this time. Due to this treated water emergency, the City and CTWSC realize the need for an agreement that allows either entity to sell treated water to the other in the event of an emergency. The proposed Letter of Agreement outlines the details of this agreement with CTWSC for the sale of treated water in the event of an emergency by either entity.

THE ALTERNATIVES CONSIDERED:

(1) Do not authorize the Letter of Agreement with CTWSC; which will not allow the sale of treated water between entities in the case of emergency.
(2) Authorize the execution of the Letter of Agreement with CTWSC for the sale of treated emergency water.

Which alternative is recommended? Why?

Alternative two (2) is recommended because it enables the selling of treated water to CTWSC or the City by the other entity in the event of a treated water emergency.

CONFORMITY TO CITY POLICY:

This item conforms to all applicable State and City policies.

FINANCIAL IMPACT:

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

There are no expenditures necessary for this Agreement.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Authorize the City Manager or designee to execute a Letter of Agreement with Central Texas Water Supply Corporation for the sale of treated emergency water between entities.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement

AGREEMENT FOR THE SALE OF TREATED EMERGENCY WATER

This Agreement ("Agreement") is entered into by and between **CENTRAL TEXAS WATER SUPPLY CORPORATION ("CTWSC")** and the **CITY OF KILLEEN, TEXAS ("City")**. The purpose of this Agreement is to set forth the terms under which the parties will deliver and sell emergency water to one another.

WHEREAS, the parties desire to have a supply of emergency water to assure, as best as possible, availability of water to their customers and citizens; and

WHEREAS, each party has facilities that may be available to deliver treated drinking water to each other; and

WHEREAS, each party recognizes that the other has invested significant sums of money in systems to obtain, transport, treat and deliver treated water; and

WHEREAS, each party is willing to provide an emergency supply of water to the other under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, CTWSC and the City agree as follows:

Section 1. Definitions. In this Agreement, the following definitions shall apply:

(A) "Purchaser" means the party to this Agreement that is purchasing emergency water from the other party.

(B) "Supplier" means the party under this Agreement that is supplying emergency water to the other party.

(C) "Delivery", "Delivery Point" means the point at which the Supplier agrees to deliver and the Purchaser agrees to receive treated drinking water pursuant to the terms of this Agreement. For purposes of this Agreement, the Delivery Point shall be the Mag Meter at the point of connection between the CTWSC system and the City system at the CTWSC Chaparral Road/FM 195 pump station.

(D) "Emergency Water Supply" means a temporary supply of treated drinking water required by the Purchaser due to some event outside of the control of the Purchaser.

(E) "Meter" means the Mag Meter at the point of connection between the CTWSC system and the City system at the CTWSC Chaparral Road/FM 195 pump station. The Meter shall measure the amount of Emergency Water provided by Supplier to the Purchaser.

(F) "Treated Water" means treated, potable water meeting the minimum quality requirements for human consumption as proscribed by the Texas Commission on Environmental Quality or other appropriate regulatory agency.

Section 2. **Agreement to sell Emergency Water.** Subject to the conditions set forth herein, each party, as Supplier, agrees to deliver Emergency Water to the other party, as Purchaser, at the Delivery Point. Supplier shall own and be responsible for the Emergency Water Supply up to the Delivery Point. After the Emergency Water has passed through the Delivery Point, the same shall become the property and responsibility of the Purchaser. To obtain Emergency Water, the Purchaser shall contact the Supplier in accordance with Section 9(J) of this Agreement and request that the valve be opened at the Delivery Point and that the Delivery of Emergency Water commence. Upon a request for the commencement of Delivery of Emergency Water and subject to Supplier's confirmation that Delivery of Emergency Water will not limit or restrict the supply of water to its own customers, representatives of the parties will meet at the Delivery Point to open the valve and commence the Delivery of Emergency Water. Either party may request the Delivery of Emergency Water in the event of equipment failure or damage, electrical outage, water supply shortage, terrorist event, damage by third persons to equipment or facilities, pump malfunction, treatment plant failure, emergency preparedness plan needs, water supply contamination, scheduled line or pump work requiring water supply interruption or any unforeseen act or cause which interrupts or interferes with the treatment of water by the Purchaser. Supplier shall be required to deliver no more than one million (1,000,000) gallons a day of Emergency Water pursuant to this Agreement. The Purchaser may obtain Emergency Water for a period of up to one hundred twenty (120) days without obtaining approval from the Board or City Council of the Supplier. If it appears that the event which is causing the need for Emergency Water cannot be resolved within one hundred twenty (120) days, the burden will be on the Purchaser to advise the Supplier of that fact. In order to extend the provision of Emergency Water for more than one hundred twenty (120) days, the consent of the City's City Council or CTWSC's Board is required.

Each party shall in good faith endeavor to deliver Emergency Water to the other upon request; however, in the event the party that has been requested to supply the Emergency Water is experiencing a water shortage or cannot deliver Emergency Water to the requesting party without limiting or restricting the supply of water to its own customers, the party being requested to supply Emergency Water may decline to supply such water. If, within ten (10) days after a party has declined to provide Emergency Water such party is again able to provide Emergency Water without limiting or restricting the supply of water to its own customers, the party that has been requested to supply the Emergency Water will give notice of water availability to the party requesting the Emergency Water.

Section 3. **Water rate.** The cost of water supplied by either party to the other under this Agreement shall be two hundred percent (200%) of the current O&M water rate charged to the City by Bell County Water Control & Improvement District No. 1 ("WCID") per one thousand (1,000) gallons of treated water under the City's contract with WCID. The water rate as described herein is a reasonable approximation of expenses incurred to provide water under this Agreement.

Section 4. **Construction of necessary waterline and facilities.** If necessary, the Purchaser, at its expense, will extend as necessary all waterlines from the nearest point of the Purchaser's system to the Delivery Point. The size, material and construction method for such line extension shall comply with all requirements of the Texas State Health Department, Texas Commission on Environmental Quality and the Supplier.

Section 5. **Metering, billing and payment.** In the event it is necessary to install any equipment to accomplish the Delivery of Emergency Water, the party seeking to purchase the water shall pay the cost of the installation of the equipment.

The parties shall jointly observe any calibration test and adjustments that are made to the Meter in case any adjustment is found to be necessary. If, for any reason, the Meter is out of service or inoperable or if, when tested, the Meter fails to perform to American Waterworks Association Water Metering Standards, registration thereof shall be corrected for a period of time extending back to the time that such inaccuracy began, if such time period is ascertainable. If the time of inaccuracy is not ascertainable, then the registration of the Meter shall be corrected for a period extending back no further than six (6) months from the date of correction. The unit of measurement for Emergency Water delivered pursuant to this Agreement shall be one thousand (1,000) gallons, US Standard Liquid Measure.

The Supplier shall read the Meter monthly and prepare and deliver to Purchaser a bill for said month. Purchaser shall pay said bill within thirty (30) days of receipt. If any bill remains unpaid for the expiration of thirty (30) days past the due date, the Purchaser shall be deemed to be in default under this Agreement and the Supplier may terminate the Emergency Water Supply of water to the Purchaser.

If Purchaser has a protest or dispute concerning a bill, Purchaser shall notify Supplier in writing within ten (10) days of receipt of the bill. Purchaser may pay the portion of the bill that is not in dispute. Upon written notification, the portion of the bill under dispute, if made in good faith, will be set aside until resolved by mutual effort of the parties. In the event the parties cannot mutually resolve a dispute regarding a billing question, the parties may agree to a mediator and submit the matter to mediation.

Section 6. **Operation and Maintenance.** The Supplier shall be responsible for operating and maintaining in good working order the Supplier's water treatment and delivery system. All costs incurred in connection therewith shall be the cost of the Supplier. Purchaser shall be responsible for assuring its ability to receive Emergency Water supply at the Delivery Point. Purchaser shall be responsible for paying for all Emergency Water metered at the Delivery Point. Purchaser will notify Supplier via the contact designated in this Agreement, when an Emergency Water Supply is required. In the event Emergency Water Supply is required because of an equipment failure, power outage or damage to the system or plant of the Purchaser's water system, Purchaser will give Supplier daily reports regarding progress being made to correct and restore water service through Purchaser's water system.

Section 7. **Permits.** Each party shall actively support and assist the other obtaining any permit or approval from governmental agencies that may be required in connection with the performance of this Agreement.

Section 8. **Rationing and Conservation Measures or Restrictions.** If Emergency Water is provided by the Supplier during the time in which the Supplier is rationing the use of water to its own customers, then, a pro rata rationing of Emergency Water supplied to Purchaser by Supplier

may be instituted. The parties agree to consult with one another in the development of any rationing plans that may be necessary or appropriate. Supplier may implement any measures considered appropriate by it to alleviate a water emergency to its own water customers.

Section 9. General Provisions.

A. Each party, as Supplier, shall use all reasonable efforts to commence making Emergency Water available to the other party, as Purchaser, when the Purchaser certifies that all connections are complete and operational for water supply purposes.

B. Force Majeure. In the event, by reason of force majeure, any party hereto shall be unable, in whole or in part, to carry out its obligations under this Agreement, such party shall give notice in writing to the other party of the particulars of such force majeure event or cause. Upon giving such notice, the obligation of the party giving the notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term force majeure as used herein shall mean a cause or causes beyond the reasonable control of the party claiming the force majeure and shall include but not be limited to natural disasters, strikes, lockouts, industrial disturbances, acts of an enemy, acts of any civil or military authority, insurrections, riots, epidemics, pandemics, lightening, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government, civil disturbances, judicial acts, acts of governmental agencies, explosions, breakage of water delivery facilities or supply chain disruptions. The obligation of Purchaser to pay for services actually received from the Supplier shall not be delayed on account of an event of force majeure.

C. Ownership and Liability. No provision of this Agreement shall be construed to create an ownership interest by either party in the water system or property of the other. No provision of this Agreement shall be construed to create a partnership or joint venture between the parties.

D. Responsibility for damages arising from improper water treatment, transportation or delivery shall remain in the Supplier up to the Delivery Point. After the Emergency Water has passed through the Meter, liability for damages arising out of improper treatment, transportation or Delivery of Emergency Water shall pass to the Purchaser. The Supplier's sole responsibility is to provide to the Purchaser at the Delivery Point an Emergency Water Supply pursuant to this Agreement.

E. Indemnity. To the extent allowed by law, each party agrees to indemnify and hold harmless the other of and from any and all claims, losses, damages, causes of action, suits or liability of every kind, including expenses of litigation, court costs and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or relating to the performance of this Agreement by either party, except where such injuries, death or damages are caused by the claimant's own negligence or the negligence of its officers, agents, or employees.

F. Assignment. This Agreement is not assignable by either party without the express written consent of the other.

G. Governing Law. This Agreement shall be governed by the law of the State of Texas and is performable in Bell County, Texas.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There are no oral or written agreements, representations or warranties between the parties other than those expressly stated herein.

I. Term. Unless earlier terminated as provided herein, the term of this Agreement is five (5) years.

J. Notice. Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party, must be in writing and may be given or be served by depositing the same in the United States mail, postage paid, by registered or certified mail, addressed to the party to be notified with a return receipt requested, by hand delivery or by overnight delivery through a recognized service such as Federal Express or UPS. Any matter deposited in the manner required by this Agreement shall be conclusively deemed to be effective unless otherwise stated in the Agreement from and after the earlier of the actual receipt of the notice or expiration of five (5) days after it is so deposited. Any notice given in any other matter shall be effective if and when received by the party to be notified. For purposes of notice, the contact for each of the entities, and contact information is as follows:

If to Central Texas Water
Supply Corporation:

Lee Kelley
Central Texas Water Supply Corporation
4020 Lakecliff Dr.
Harker Heights, Texas 76548
Telephone: (254) 698-2779
Email: ctwscgm@embarqmail.com

If to the City of
Killeen, Texas:

City of Killeen
Attention: Steve Kana
805 West Jasper drive
Killeen, Texas 76542
Telephone: (254) 501-7623
Email: skana@killeentexas.gov

To initiate Emergency Water Service under this Agreement, the purchasing party may contact the supplying party by telephone with a confirming email.

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original as of this the _____ day of _____, 2022.

[signature pages follow]

CENTRAL TEXAS WATER SUPPLY CORPORATION

By: John R Whitson
Print Name: John R Whitson
Title: President

ATTEST:

Mariann Sterling
Secretary

CITY OF KILLEEN

By:_____
Print Name:_____
Title:_____

ATTEST:

_____
City Secretary

LOA WITH CENTRAL TEXAS WATER SUPPLY CORPORATION

RS-22-168

November 29, 2022

Project Background

- City of Killeen (COK) has a twelve-inch water transmission main that ties into the Central Texas Water Supply Corporation (CTWSC) system at Chaparral Road/FM 195 pump station.
- In September 2022, CTWSC encountered system failures at their water treatment plant on Stillhouse Hollow Lake and requested assistance with treated water from the COK main at the pump station.
- Since that time, CTWSC was able to fix the failures and no longer require assistance for this event.

Project Background

- COK and CTWSC realize the need for an agreement that allows either entity to sell treated water to the other in the event of an emergency.
- The letter of agreement outlines the details for the sale of treated water in the event of an emergency by either entity to include notification requirements, costs, and limits.

Alternatives

- Do not authorize the LOA with CTWSC.
- Authorize the LOA with CTWSC for the sale of treated water by either entity in the event of an emergency.

Recommendation

- City Council authorize the City Manager, or designee, to execute a Letter of Agreement with Central Texas Water Supply Corporation for the sale of treated water by either entity in the event of an emergency.

City of Killeen

Staff Report

File Number: RS-22-169

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

DATE: **November 29, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Jeffery Reynolds, Executive Director of Public Works**

SUBJECT: **Authorize the execution of a Letter of Agreement with Bio Chem Lab, Inc. for Water and Wastewater Testing Services**

BACKGROUND AND FINDINGS:

Annually, the Water and Sewer Division uses a three-quote process to select a certified testing lab for the estimated 3,000 water and wastewater samples that require testing throughout the year. Since these tests are mandated by the Texas Commission on Environmental Quality (TCEQ) for the preservation of public health or safety, the Local Government Code Section 252.022 exempts this purchase from the bidding process.

Bio Chem Lab, Inc. $51,711
Aqua-Tech Laboratories, Inc. $74,814.50
Ana Lab $172,305

This fiscal year Bio Chem Lab, Inc. of West, Texas submitted the lowest quote in the amount of $51,711. The City has been very pleased with Bio Chem Lab's testing services over the past thirteen years. Funding for this testing service is allocated in the Fiscal Year 2023 Water and Sewer Budget. A Letter of Agreement (LOA) for Bio Chem Lab's testing services has been proposed.

THE ALTERNATIVES CONSIDERED:

(1) Do not approve the letter of agreement with Bio Chem Lab, Inc. and select another vendor.
(2) Approve the letter of agreement with Bio Chem Lab, Inc.

Which alternative is recommended? Why?

City staff recommends Alternative (2), approval of the proposed letter of agreement with Bio Chem Lab, Inc. This will allow the city to comply with TCEQ mandated testing requirements.

CONFORMITY TO CITY POLICY:

This document conforms with all applicable State and City purchasing policies.

FINANCIAL IMPACT:

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

The total expenditure will not exceed $51,711 in the current fiscal year.

Is this a one-time or recurring expenditure?

Recurring expenditure, however, quotes will be requested annually.

Is this expenditure budgeted?

Yes, funds are available in the Water & Sewer Fund in account 550-3420-438.47-99.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council authorize the City Manager or designee to execute a Letter of Agreement with Bio Chem Lab, Inc. for Fiscal Year 2023 water and wastewater testing services in the amount of $51,711.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Letter of Agreement
Quotes
Certificate of Interested Parties

BIO CHEM LAB, INC. PHONE 254.829.8001 FAX 254.829.8013
4751 TOKIO ROAD WEST, TEXAS 76691

Quotation for Environmental Analysis / Sampling Services:

Client ID: City of Killeen
Project ID: Water and Wastewater Analytical Services
Quotation ID: Killeen_100622_Rev.0
Revision History: None
Quotation Date: 10.6.22
Contact: Mr. Alex Tucker
Client Email: ATucker@killeentexas.gov
Laboratory Agent: Shay Ochoa

Analytical Requirements: Water & Sewer Operations

Item Description Class / Item	Subcontract Analysis	Quantity	Unit of Measure	Unit Price	Extension
Total Coliform / E. coli (Potable / BACTs)	No	1440	Each	$15	$21,600
Total Coliform / E. coli (Potable / BACTs)- SPECIAL	No	150	Each	$15	$2,250
Total Coliform / E. coli (Potable / BACTs)- REPEATS	No	100	Each	$15	$1,500
Nitrate Analysis	No	156	Each	$18	$2,808
Nitrite Analysis	No	156	Each	$18	$2,808
Environmental Impact / Energy Resource- Per Project	--	1	Each	$10	$10
				GRAND TOTAL	$30,976

Analytical Requirements: Water & Sewer BPAT

Item Description Class / Item	Subcontract Analysis	Quantity	Unit of Measure	Unit Price	Extension
TSS Analysis	No	500	Each	$16	$8,000
CBOD Analysis	No	500	Each	$25	$12,500
Composite Sampler Rental	No	1	Each	$225	$225
Environmental Impact / Energy Resource- Per Project	--	1	Each	$10	$10
				GRAND TOTAL	$20,735

		COMBINED ANNUAL PROJECT TOTAL	$51,711

THANK YOU FOR THE OPPORTUNITY TO ALLOW BIO CHEM LAB, INC. TO BE YOUR ENVIRONMENTAL ANALYSIS SERVICES PROVIDER.

BIO CHEM LAB, INC. PHONE 254.829.8001 FAX 254.829.8013
4751 TOKIO ROAD WEST, TEXAS 76691

Special Services	Unit Cost
24 Hour Auto-Sampler Service – Setup / Take Down / Travel	$ 225.00
Dedicated Route Service for Sample Pick-Up on Wednesday or Thursday	No Charge
Construction Sample Analysis – BACTS	$ 25.00
Weekend Analysis / After- Hours- BATCS (Special Set-Up Fee)_Microbiological Analyst	$100.00
Weekend / After-Hours Same Day Final Reporting- (Admin Fee)_Project Management	$50.00

Special Requirements / Notes:

- **Performance Period: 2022-2023 Fiscal Year**
- Project Expectations: On site Sampling / Pick-up at client's discretion / direction
- All bottles / sampling kits and forms provided at no additional charge.
- Standard / routine turnaround time for results is 10-12 working days.

Respectfully Submitted by:

Shay Ochoa

Shay Ochoa, Project Manager
Bio Chem Lab, Inc.

THANK YOU FOR THE OPPORTUNITY TO ALLOW BIO CHEM LAB, INC. TO BE YOUR ENVIRONMENTAL ANALYSIS SERVICES PROVIDER.

AQUA-TECH LABORATORIES, INC.
635 Phil Gramm Blvd., Bryan TX 77807
P: (979)778-3707, F: (979)778-3193
email: accounting@aqua-techlabs.com

By approving this quote the client approves all methods & modifications documented by Aqua-Tech or a subcontract lab. A current list of Aqua-Tech's NELAC fields of accreditation and other methods are available on request.

Quotation

Quote Number: 5138
Quote Date: 10/6/2022
Quote Expires: 11/5/2022

Quoted To:	Comments:
City of Killeen Water & Sewer Services 1901 Botanical Drive Killeen, TX 76542	

Customer ID	Payment Terms	Discount
KILLEEN, CITY OF	NET 30 Days	

Quantity	Item ID & Matrix	Description (see key below)	Unit Price	TOTAL
		Water & Sewer Operations Department		
1,440	Total Coliform DW	Total Coliform DW SM9223 [NEL] - ROUTINE SAMPLES	21.25	30,600.00
150	Total Coliform DW	Total Coliform DW SM9223 [NEL] - SPECIAL SAMPLES	21.25	3,187.50
100	Total Coliform DW	Total Coliform DW SM9223 [NEL] - REPEAT SAMPLES	21.25	2,125.00
156	NO3N NO2N D...	Combined Nitrate + Nitrite as N RFA SM4500 NO3 F [ANR]	27.75	4,329.00
156	NO2N DW	Nitrite as N Spec SM 4500 NO2 B [NEL]	26.75	4,173.00
156	NO3N DW CALC	NO3N DW Calc SM4500 [NEL]	11.25	1,755.00
		Subtotal		46,169.50
		Water & Sewer BPAT Department		
500	TSS NP	Total Suspended Solids Grav SM20 2540 D [NEL]	23.00	11,500.00
500	CBOD NP	Carbonaceous BOD Probe SM 5210 B [NEL]	28.50	14,250.00
1	Comp Samp Fee	Composite Auto Sampler Rental Fee - 24hr / hourly draws	95.00	95.00
		Subtotal		25,845.00
		Environmental Services Department (storm water & runoff)		
36	E. Coli MPN NP	E. Coli by MPN SM 9223 B [NEL]	48.25	1,737.00
36	TSS NP	Total Suspended Solids Grav SM20 2540 D [NEL]	23.00	828.00
4	O&G NP	Oil & Grease Grav EPA 1664 B [NEL]	58.75	235.00
		Subtotal		2,800.00

Due to the increase in operational costs, Aqua-Tech Laboratories will be implementing a price increase. The new price list will be effective July 1, 2022. Aqua-Tech values you as a customer and encourages you to communicate concerns with the accounting staff at 979-778-3707 ext. 4 or accounting@aqua-techlabs.com.

Matrix Codes: NP-Non Potable Water, DW-Drinking Water, SL-Solid
NEL-NELAC Accredited, SUB-Subcontracted, INF-Informational (not certified)
DWP-Accredited through the TCEQ DW Commercial Lab Approval Program
ANR-Accreditation Not Required

Unless noted otherwise prices quoted include standard reporting and ClientConnect access. Third party and compiled reports may incur additional charges.

TOTAL

Submission of samples is considered acceptance of quoted methods.
Empty sample containers, which may contain site references, will be bagged and disposed via municipal waste collection.

While every effort is made to anticipate the full scope of work at the time of quoting, please note that extra fees may apply in some circumstances. This can include but is not limited to sampling fees, shipping fees, & difficult sample matrices. Unless otherwise noted, quoted prices are for a standard turnaround time of 2-4 weeks. For samples received into the lab after noon, the turnaround times are calculated using the next business day as day 1. All turnaround times (rush or standard) are based on the sample being reported by the end of the business day the sample is due. All empty sample containers will be bagged and disposed via municipal waste collection. For non-routine and new clients, payment is required with the submittal of samples. Established payment terms are NET 30. Aqua-Tech accepts MC, Visa, Check or Cash as forms of payment. Thank you for considering Aqua-Tech Laboratories, Inc. to assist in your analytical & sampling needs.

AQUA-TECH LABORATORIES, INC.
635 Phil Gramm Blvd., Bryan TX 77807
P: (979)778-3707, F: (979)778-3193
email: accounting@aqua-techlabs.com

By approving this quote the client approves all methods & modifications documented by Aqua-Tech or a subcontract lab. A current list of Aqua-Tech's NELAC fields of accreditation and other methods are available on request.

Quotation

Quote Number: 5138
Quote Date: 10/6/2022
Quote Expires: 11/5/2022

Quoted To:	Comments:
City of Killeen Water & Sewer Services 1901 Botanical Drive Killeen, TX 76542	

Customer ID	Payment Terms	Discount
KILLEEN, CITY OF	NET 30 Days	

Quantity	Item ID & Matrix	Description (see key below)	Unit Price	TOTAL
		Prices above include sample pickups on Tuesday, Wednesday, and Thursday on routine routes already in the area. Pickups to be done at one single location. Prices dependent on full contract award.		
		Miscellaneous		
0	BOD Extra Code	BOD Extra Dilution/Dechlorination Fee - as needed	8.00	0.00
0	Weekend Work ...	Weekend Work Fee - as needed	175.00	0.00
0	Holiday Pick Up ...	Holiday Pick Up Fee - as needed	300.00	0.00
0	Holiday Set Up ...	Holiday Set Up/Take Off Fee - as needed	300.00	0.00
0	Evening Set Up ...	Evening Set Up Fee - as needed	175.00	0.00
0	Bottle Fee - Micro	Bottle Fee - micro overfill	5.75	0.00

Due to the increase in operational costs, Aqua-Tech Laboratories will be implementing a price increase. The new price list will be effective July 1, 2022. Aqua-Tech values you as a customer and encourages you to communicate concerns with the accounting staff at 979-778-3707 ext. 4 or accounting@aqua-techlabs.com.

Matrix Codes: NP-Non Potable Water, DW-Drinking Water, SL-Solid
NEL-NELAC Accredited, SUB-Subcontracted, INF-Informational (not certified)
DWP-Accredited through the TCEQ DW Commercial Lab Approval Program
ANR-Accreditation Not Required

Submission of samples is considered acceptance of quoted methods.

Empty sample containers, which may contain site references, will be bagged and disposed via municipal waste collection.

Unless noted otherwise prices quoted include standard reporting and ClientConnect access. Third party and compiled reports may incur additional charges.

TOTAL	$74,814.50

While every effort is made to anticipate the full scope of work at the time of quoting, please note that extra fees may apply in some circumstances. This can include but is not limited to sampling fees, shipping fees, & difficult sample matrices. Unless otherwise noted, quoted prices are for a standard turnaround time of 2-4 weeks. For samples received into the lab after noon, the turnaround times are calculated using the next business day as day 1. All turnaround times (rush or standard) are based on the sample being reported by the end of the business day the sample is due. All empty sample containers will be bagged and disposed via municipal waste collection. For non-routine and new clients, payment is required with the submittal of samples. Established payment terms are NET 30. Aqua-Tech accepts MC, Visa, Check or Cash as forms of payment. Thank you for considering Aqua-Tech Laboratories, Inc. to assist in your analytical & sampling needs.

2600 Dudley Rd. Kilgore, Texas 75662
R: 3306 State Highway 135 N, Kilgore, TX 75662
*Office: 903-984-0551 * Fax: 903-984-5914*

ANA LAB
Testing the Limits of Science and Service

QUOTATION 128958

Quoted: 09/29/2022
Printed: 09/29/2022

City of Killeen
Alexander Tucker
Killeen, TX

Prepared For: City of Killeen
Alexander Tucker
Killeen, TX

SERVICES

Chain of Custody ID: ENV
Sample ID:
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT)

Accredited by	Analysis Name	Method	Fee
	Environmental Fee (per Project)		10.00

Quantity: 1

Subtotal: $10.00 Total: **$10.00**

Email: projectmanager@ana-lab.com

Central TX Region: 8101 Cameron Rd - Ste 305 Austin TX 78754

2600 Dudley Rd. Kilgore, Texas 75662
R: 3306 State Highway 135 N, Kilgore, TX 75662
*Office: 903-984-0551 * Fax: 903-984-5914*

ANALAB
Testing the Limits of Science and Service

QUOTATION 128958

Quoted: 09/29/2022
Printed: 09/29/2022

City of Killeen
Alexander Tucker
Killeen, TX

Prepared For: City of Killeen
Alexander Tucker
Killeen, TX

SERVICES

Chain of Custody ID: CSR
Sample ID: CSR Rental
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT) Normal TAT

Accredited by	Analysis Name	Method	Fee
	Composite Sampler Rental		150.00

Quantity: 1

Subtotal: $150.00 Total: **$150.00**

Chain of Custody ID: 119
Sample ID: FY23 BPAT CBOD
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT) Normal TAT

Accredited by	Analysis Name	Method	Fee
NELAC	BOD Carbonaceous	SM 5210 B-2011 (TCMP Inhibitor)	25.00

Quantity: 500

Subtotal: $25.00 Total: **$12,500.00**

Chain of Custody ID: 118
Sample ID: FY23 BPAT TSS
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT) Normal TAT

Accredited by	Analysis Name	Method	Fee
NELAC	Total Suspended Solids	SM 2540 D-2011	23.00

Quantity: 500

Subtotal: $23.00 Total: **$11,500.00**

Email: projectmanager@ana-lab.com

Central TX Region: 8101 Cameron Rd - Ste 305 Austin TX 78754

2600 Dudley Rd. Kilgore, Texas 75662
R: 3306 State Highway 135 N, Kilgore, TX 75662
Office: 903-984-0551 * Fax: 903-984-5914

ANA LAB
Testing the Limits of Science and Service

QUOTATION 128958

Quoted: 09/29/2022
Printed: 09/29/2022

City of Killeen
Alexander Tucker
Killeen, TX

Prepared For: City of Killeen
Alexander Tucker
Killeen, TX

SERVICES

Chain of Custody ID: 117
Sample ID: FY23 Nitrate
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT) Normal TAT

Accredited by	Analysis Name	Method	Fee
NELAC	Nitrite-Nitrogen, Total	EPA 300.0 2.1	25.00
NELAC	Nitrate-Nitrogen Total	EPA 300.0 2.1 CAS:14797-55-8	25.00

Quantity: 156

Subtotal: $50.00 Total: **$7,800.00**

Chain of Custody ID: TC
Sample ID: DW Routine TC
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT) Normal TAT

Accredited by	Analysis Name	Method	Fee
NELAC	TC / E.coli Set Started	SM 9223 B (Colilert-18)-97	28.00

Quantity: 1,440

Subtotal: $28.00 Total: **$40,320.00**

Chain of Custody ID: 109
Sample ID: DW Special TC
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT) Normal TAT

Accredited by	Analysis Name	Method	Fee
NELAC	TC / E.coli Set Started	SM 9223 B (Colilert-18)-97	28.00

Quantity: 150

Subtotal: $28.00 Total: **$4,200.00**

Email: projectmanager@ana-lab.com

Central TX Region: 8101 Cameron Rd - Ste 305 Austin TX 78754

2600 Dudley Rd. Kilgore, Texas 75662
R: 3306 State Highway 135 N, Kilgore, TX 75662
Office: 903-984-0551 * Fax: 903-984-5914

ANALAB
Testing the Limits of Science and Service

QUOTATION 128958

Quoted: 09/29/2022
Printed: 09/29/2022

City of Killeen
Alexander Tucker
Killeen, TX

Prepared For: City of Killeen
Alexander Tucker
Killeen, TX

SERVICES

Chain of Custody ID: 110
Sample ID: DW Repeat TC
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT) Normal TAT

Accredited by	Analysis Name	Method	Fee
NELAC	TC / E.coli Set Started	SM 9223 B (Colilert-18)-97	28.00

Quantity: 100

Subtotal: $28.00 Total: **$2,800.00**

Chain of Custody ID: 105
Sample ID: WW Routine Ecoli / Coliform
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT) Normal TAT

Accredited by	Analysis Name	Method	Fee
	MPN, E.coli, Colilert-18-WW/SUB	Subcontract CAS:LCRA	55.00

Quantity: 1,440

Subtotal: $55.00 Total: **$79,200.00**

Chain of Custody ID: 112
Sample ID: WW Special TC
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT) Normal TAT

Accredited by	Analysis Name	Method	Fee
	MPN, E.coli, Colilert-18-WW/SUB	Subcontract CAS:LCRA	55.00

Quantity: 150

Subtotal: $55.00 Total: **$8,250.00**

Email: projectmanager@ana-lab.com

Central TX Region: 8101 Cameron Rd - Ste 305 Austin TX 78754

2600 Dudley Rd. Kilgore, Texas 75662
R: 3306 State Highway 135 N, Kilgore, TX 75662
*Office: 903-984-0551 * Fax: 903-984-5914*

ANA LAB
Testing the Limits of Science and Service

QUOTATION 128958

Quoted: 09/29/2022
Printed: 09/29/2022

City of Killeen
Alexander Tucker
Killeen, TX

Prepared For: City of Killeen
Alexander Tucker
Killeen, TX

SERVICES

Chain of Custody ID: 113
Sample ID: WW Repeat TC
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT) Normal TAT

Accredited by	Analysis Name	Method	Fee
	MPN, E.coli, Colilert-18-WW/SUB	Subcontract CAS:LCRA	55.00

Quantity: 100

Subtotal: $55.00 Total: **$5,500.00**

Chain of Custody ID: 010
Sample ID: Sampling/ Transport
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT) Normal TAT

Accredited by	Analysis Name	Method	Fee
	Sampling/Transport		75.00

Quantity: 1

Subtotal: $75.00 Total: **$75.00**

Email: projectmanager@ana-lab.com

Central TX Region: 8101 Cameron Rd - Ste 305 Austin TX 78754

2600 Dudley Rd. Kilgore, Texas 75662
R: 3306 State Highway 135 N, Kilgore, TX 75662
*Office: 903-984-0551 * Fax: 903-984-5914*

ANA LAB
Testing the Limits of Science and Service

QUOTATION 128958

Quoted: 09/29/2022
Printed: 09/29/2022

City of Killeen
Alexander Tucker
Killeen, TX

Prepared For: City of Killeen
Alexander Tucker
Killeen, TX

Project Total: $172,305.00

Please note that ANA-LAB is accredited nationally to the EPA NELAP standard. Our consistent performance on proficiency samples validates our unparalleled accuracy and precision. This enables Ana-Lab to provide quality results at these competitive prices. We will also provide appropriately cleaned and preserved bottles (that meet EPA specifications) and chain of custodies at no extra cost.

Prices are guaranteed for 60 days from the date of the quote, and your submittal of samples indicates your acceptance. With approved credit, our payment terms are NET 30.

Without approved credit terms payment is due prior to result release.

An Environmental fee of $10.00 will be added to each project.

ANA-LAB shall provide these ordered services pursuant to our Standard Terms & Conditions Agreement (available for download from the welcome page at www.ana-lab.com or by US mail by request).

Please send your Purchase Orders to PO@ana-lab.com

If we can help further, please contact us. We look forward to working with you on this project.

Thank you,

Garrett Ryan
Project Manager

The accredited column designates accreditation by N - NELAC, or z - not covered under NELAC scope of accreditation.
Normal Turn Around Time is typically 7 working days.
Other turn around times (TAT) may require rush fees.

Email: projectmanager@ana-lab.com

Central TX Region: 8101 Cameron Rd - Ste 305 Austin TX 78754

LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen (referred to herein as "City") and Bio Chem Lab, Inc (referred to herein as "Contractor"), collectively the "Parties". This Agreement is made this _____ day of _____ 2022.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of Contractor to: Provide lab analysis of Water and Wastewater samples (per Title 30 of the Administrative Code, Chapter 290, Subchapter F for the Water & Sewer as outlined in the attached quote the "Project)

Term of Agreement. This Agreement shall commence on the __ day of _____, 2022, and terminate 365 calendar days after commencement of work on the Project.

Consideration. Contractor agrees to provide the services stated above:

___ at the rate of $_____ per hour; or

_X_ for the lump sum payment not to exceed $51,711.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws: Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	$1,000,000 general aggregate.

On all policies, except Worker's Compensation, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

Contract Verification. Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

Acknowledgement – "Boycott Israel"
Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.

Acknowledgement – "Boycott Energy Companies"
Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Acknowledgement – "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"
Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at $100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

SIGNED, ACCEPTED AND AGREED TO this ____ day of _____, 2022, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City	Contractor
_____	Ashle Dixon
Kent Cagle, City Manager City of Killeen	Printed: Ashle Dixon Title: Project Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-952711

Date Filed:
11/07/2022

Date Acknowledged:

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

Bio Chem Lab
West, TX United States

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

City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Water & Wastewater Services
Environmental Analysis

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Ashie Ochoa, and my date of birth is 07.30.1980.

My address is 10518 Mesa Dr. (street), Waco (city), TX (state), 76708 (zip code), USA (country).

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

Executed in McLennan County, State of Texas, on the 7th day of Nov. (month), 20 22 (year).

Ashie Ochoa
Signature of authorized agent of contracting business entity
(Declarant)

LETTER OF AGREEMENT WITH BIO CHEM LAB

RS-22-169

November 29, 2022

Project Background

- Annually, Water and Sewer takes 3,000 water and wastewater samples that require testing by a certified testing lab.
- These water quality tests are required by the Texas Commission on Environmental Quality (TCEQ) for the preservation of public health and safety.
- This year quotes for testing services were received from:
  - Bio Chem Lab
  - Aqua-Tech
  - Ana Lab

Project Background

- Bio Chem Lab of West, Texas submitted the lowest quote in the amount of $51,711.
- Bio Chem lab has provided exceptional testing service to the City for the past thirteen years.
- A Letter of Agreement (LOA) for Bio Chem Lab's testing services has been proposed.

Alternatives

4

- Do not approve the letter of agreement with Bio Chem Lab, Inc. and select another vendor.
- Approve the letter of agreement with Bio Chem Lab, Inc. in an amount not to exceed $51,711.

Recommendation

- City Council authorize the City Manager, or designee, to execute a Letter of Agreement with Bio Chem Lab in an amount not to exceed $51,711.

City of Killeen

Staff Report

File Number: RS-22-170

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

DATE: **November 29, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Jeffery Reynolds, Executive Director of Public Works**

SUBJECT: **Solid Waste Recycling Trailers Purchase**

BACKGROUND AND FINDINGS:

The Killeen Recycling Center (KRC) was established in 1996 with grant funds received from the State of Texas. The KRC is a public recycling center that accepts more types of material than any other site within a 60-mile radius. Examples of material accepted at the KRC include paper, metal, certain plastics, glass, some electronics, tires, and even different oils. Additional services provided by the KRC are recyclables collection from City facilities, 42 businesses, 58 commercial cardboard customers and a public scale registered with the Texas Department of Agriculture. The KRC also hosts and assists in various recycling events annually. There are approximately 2,900 citizens and businesses that visit the KRC each month to drop off recyclable materials.

To expand recycling opportunities for the citizens of Killeen, the KRC began utilizing recycling trailers throughout the city. In FY19, Bid No. 19-15 received one response and was awarded to Pro-Tainer, Inc., the supplier for recycling trailers currently utilized in the city. The KRC has seen a 33% increase in recyclable material collection since the implementation of recycling trailers in July 2019.

A decision packet for two (2) additional recycling trailers was approved in the FY23 budget. The additional recycling trailers are available for purchase from Pro-Tainer Inc., utilizing U.S. General Services Administration (GSA) contract No. GS-30F-018BA. Purchasing additional trailers from Pro-Tainer, Inc. will provide a low cost in maintenance as replacement parts and components will be utilized on all trailers maintained, including the poly bins, which are a sole source from Pro-Tainer, Inc. The uniformity in the appearance of the trailers will make them easily recognized by citizens and the community.

These recycling trailers will provide recycling services at an additional location, as well as being utilized at special events. Creating environments around the city that promote recycling practices will reduce the amount of waste being transported to the landfill, which in turn reduces transportation costs for the city. Recycling has many advantages; decreases pollution, is environmentally friendly, slows the rate of resource depletion, and decreases landfill waste.

THE ALTERNATIVES CONSIDERED:

1. Do not authorize the purchase of two (2) recycling trailers from Pro-Tainer, Inc.
2. Authorize the purchase of two (2) recycling trailers from Pro-Tainer, Inc.

Which alternative is recommended? Why?

Alternative two is recommended to make recycling more convenient to the citizens of Killeen, while reducing the amount of waste that is transferred to the landfill.

CONFORMITY TO CITY POLICY:

Purchase for the recycling trailers were completed through a purchasing cooperative. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

The amount of the expenditure in the current fiscal year is $52,480.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funds are available in the Solid Waste Fund account 540-3470-439.61-35.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council authorize the City Manager or his designee to authorize the procurement of two (2) recycling trailers from Pro-Tainer, Inc. in an amount not to exceed $52,480.

DEPARTMENTAL CLEARANCES:

Public Works
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quote
Certificate of Interested Parties

Pro-Tainer Inc.
It's How You Haul It!

1301 36TH AVE WEST
PO BOX 427
ALEXANDRIA, MN 56308

PROPOSAL

Date	Estimate No.
9/22/2022	4621

Bill To

City of Killeen
Recycling Manager, William Gould
PO Box 1329
Killeen, TX 76540

Ship To

City of Killeen - Fleet Services
2003 Little Nolan Rd
Killeen, TX 76542
Grant Roach 254-501-7798
William Gould 254-251-9481

Terms	PO
Net 30	

Item	Description	Qty	Rate	Total
PROB-14AC	Pro-Bin Trailer, 10.5k Triple Axles 17 Yard Total Capacity 8-1yd Removable Poly Bins with Rotator Plate 1-9yd Cardboard Compartment Push-In Style Lids and CB Slots Custom Decal/Graphics	2	26,240.00	52,480.00
	Price delivered to Killeen, TX SHIPPING & HANDLING. Additional shipping surcharges will be determined at time of shipment.			
	GSA Contract #: GS-30F-018BA			

I have examined the above information on equipment and find this information to be correct. This form must be signed and returned to Pro-Tainer before production will begin. Quote pricing cannot be guaranteed and a fuel & steel surcharge could be added. Unless set up for NET 30 terms, orders are not accepted until the down payment is received. If order is cancelled a restocking fee will be deducted from deposit.

Subtotal	$52,480.00
Sales Tax (0.0%)	$0.00
Total	$52,480.00

Signature: _____ Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-949323

Date Filed:
10/27/2022

Date Acknowledged:

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

Pro-Tainer, Inc.
Alexandria, MN United States

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

City of Killeen, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

03052019
Recycling Trailers and Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pro-Tainer, Inc.	Alexandria, MN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Shaynen Schmidt, and my date of birth is _____.

My address is 1301 36th Ave W (street), Alexandria (city), MN (state), 56308 (zip code) USA (country).

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

Executed in Douglas County, State of MN, on the 27 day of Oct (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SOLID WASTE RECYCLING TRAILERS

RS-22-170

November 29, 2022

Background

- In FY 19, Bid No. 19-15 Recycling Trailers received one (1) response from Pro-Tainers, Inc.
  - City Council approved the purchase of three (3) recycling trailers from Pro-Tainers, Inc.
- Since the implementation of the recycling trailers in July 2019; Killeen Recycling Center (KRC) has seen a 33% increase in recyclable materials
- In FY 23, a decision packet was approved for two (2) additional recycling trailers in the amount of $54,500

Background Cont.

- KRC obtained a quote from Pro-Tainer, Inc. utilizing U.S. General Service Administration (GSA) contract
- Utilizing Pro-Tainer, Inc. will provide many advantages:
  - Lower maintenance and component costs
  - Uniformity in appearance throughout the city

4 Recycling Trailers

- Recycling has its advantages; decreased pollution, is environmentally friendly, slows the rate of resource depletion and decreases landfill waste.

Alternatives

- Do not authorize the procurement of two (2) recycling trailers from Pro-Tainer, Inc.
- Authorize the procurement of two (2) recycling trailers from Pro-Tainer, Inc.

Recommendation

City Council authorize the City Manager or his designee to authorize the procurement of two (2) recycling trailers from Pro-Tainer, Inc. in an amount not to exceed $52,480.

City of Killeen

Staff Report

File Number: RS-22-171

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

DATE: **November 29, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Edwin Revell, Executive Direction of Development Services**

SUBJECT: **Authorize the award of Bid 22-34 to Choice Builders, LLC for the construction of the Conder Park and AA Lane Park Drainage Improvements Project in the amount of $597,113.00.**

BACKGROUND AND FINDINGS:

This project was included in the 2012 Drainage Master Plan. The purpose is to make drainage improvements to channels, perform bank stabilization measures, make outfall improvements, and to construct a low water crossing to maximize the use of each park.
The MRB Group provided professional services for design and bids. Subsequently, the city published and received bids for the Conder Park and AA Lane Park Drainage Improvements Project on October 27th, 2022. The bids were opened and read aloud through zoom online video conferencing and are as follows:

Bidders	**Total Bid Amount**
Choice Builders, LLC	$597,113.00
HCS Inc.	$757,335.00
ERS Inc.	$1,213,002.00

THE ALTERNATIVES CONSIDERED:

1. Reject all bids and do not move forward with the construction of the Conder Park and AA Lane Park Drainage Improvements Project
2. Award Bid 22-34 to Choice Builders, LLC for the construction of the Conder Park and AA Lane Park Drainage Improvements Project in the amount of $597,113.00.

Which alternative is recommended? Why?

Alternative "2" is recommended because:

a. Choice Builders, LLC is the lowest responsible bidder.

b. The MRB Group, the design engineering firm on this project, reviewed and recommended the contract be awarded to Choice Builders, LLC, in the amount of $597,113.00.

CONFORMITY TO CITY POLICY:

This project conforms to all State and City purchasing policies.

FINANCIAL IMPACT:

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

The total cost for construction of the Conder Park and AA Lane Park Drainage Improvements Project is $597,113.00.

Is this a one-time or recurring expenditure?

This is a one-time expenditure

Is this expenditure budgeted?

Yes, the funds are available in the Drainage Capital Improvement Fund account 375-8934-493.69-03.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council award Bid 22-34 to Choice Builders Inc. for construction of the Conder Park and AA Lane Park Drainage Improvements Project in the amount of $597,113.00, authorize the City Manager or his designee to enter into a contract with Choice Builders LLC, and authorize the City Manager to execute any and all changes within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Development Services
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Bid Tabulation

Recommendation Letter
Bid Proposal
Certificate of Interested Parties

MRB group

BID TABULATION REPORT

MRB GROUP PROJECT NO: 1102.20001
BID DATE: October 27, 2022
BID TIME: 2:00 PM
CLIENT: City of Killeen
DESCRIPTION: Conder Park and AA Lane Park
Drainage Improvements Project

Base Bid					Choice Builders		HCS Inc.		ERS Inc.	
Item No.	**SPEC.**	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**
		Conder Park Improvements								
1.01	TX-500	Mobilization	1	LS	$25,000.00	$25,000.00	$58,000.00	$58,000.00	$90,500.00	$90,500.00
1.02	K-216	City of Killeen Project Sign	1	LS	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$2,000.00	$2,000.00
1.03	K-301	Barricades, Signs and Pedestrian Traffic Handling	7	MO	$2,500.00	$17,500.00	$950.00	$6,650.00	$1,000.00	$7,000.00
1.04	13200.00	Prepare and Implement SWPPP	1	LS	$9,000.00	$9,000.00	$5,000.00	$5,000.00	$3,500.00	$3,500.00
1.05	13100.00	Miscellaneous Construction Items	1	LS	$54,800.00	$54,800.00	$54,800.00	$54,800.00	$54,800.00	$54,800.00
		Removal Items								
1.06	TX-496	Remove Miscellaneous Concrete	111	SY	$27.00	$2,997.00	$30.00	$3,330.00	$12.00	$1,332.00
1.07	TX-496	Remove HMAC Pavement	65	SY	$18.00	$1,170.00	$15.00	$975.00	$30.00	$1,950.00
1.08	TX-496	Remove Flagstone Walkway Pavement	50	SY	$33.00	$1,650.00	$12.00	$600.00	$30.00	$1,500.00
1.09	TX-496	Remove Concrete Curb and Gutter	110	LF	$9.00	$990.00	$25.00	$2,750.00	$30.00	$3,300.00
1.10	TX-496	Remove Concrete Drainage Flume	300	SY	$27.00	$8,100.00	$35.00	$10,500.00	$30.00	$9,000.00
1.11	TX-496	Remove Wood and Steel Pedestrian Bridge	1	EA	$2,500.00	$2,500.00	$4,500.00	$4,500.00	$15,000.00	$15,000.00
1.12	TX-496	Remove and Relocate Light Pole	1	EA	$6,700.00	$6,700.00	$3,000.00	$3,000.00	$6,500.00	$6,500.00
		Storm Drainage Items								
1.13	13000.00	8'X60' Prefabricated Clear Span Pedestrian Bridge	1	EA	$85,000.00	$85,000.00	$100,000.00	$100,000.00	$105,000.00	$105,000.00
1.14	13009.00	Abutments for Pedestrian Bridge (1 pair)	1	LS	$21,000.00	$21,000.00	$16,000.00	$16,000.00	$25,000.00	$25,000.00
1.15	13000.00	Installation of Pedestrian Bridge (Conc. Deck, Crane Rental, etc.)	1	LS	$17,400.00	$17,400.00	$25,000.00	$25,000.00	$85,000.00	$85,000.00
1.16	TX-400	Earthwork Backfill at Pedestrian Bridge	160	CY	$44.00	$7,040.00	$65.00	$10,400.00	$80.00	$12,800.00
1.17	K-805	Pedestrian Bridge Concrete Transition Apron	18	SY	$129.00	$2,322.00	$150.00	$2,700.00	$290.00	$5,220.00
1.18	13002.00	8' Wide Decomposed Granite Trail Connection	108	SY	$23.00	$2,484.00	$25.00	$2,700.00	$200.00	$21,600.00
1.19	TX-471	8'X12' Sidewalk Crossing of Flume w/ Handrail	1	EA	$8,800.00	$8,800.00	$16,000.00	$16,000.00	$30,000.00	$30,000.00
1.20	K-804	Standard 24" Concrete Curb and Gutter	78	LF	$31.00	$2,418.00	$80.00	$6,240.00	$130.00	$10,140.00
1.21	K-502	Unclassified Excavation of Creek Banks	505	CY	$27.00	$13,635.00	$30.00	$15,150.00	$50.00	$25,250.00
1.22	13001.00	Grading and Turf Reinforcing Mat	2903	SY	$21.00	$60,963.00	$30.00	$87,090.00	$30.00	$87,090.00
1.23	TX-432	Protection Stone Riprap (15" Thick) (Grouted) with Filter Fabric	702	SY	$122.00	$85,644.00	$125.00	$87,750.00	$200.00	$140,400.00
1.24	K-805	Concrete Pavement Repair and Mono Curb w/ Sawtooth Openings with Runoff Pad & Dissipators	42	SY	$143.00	$6,006.00	$100.00	$4,200.00	$300.00	$12,600.00
1.25	K-805	12' Wide Concrete Lined Channel	619	SY	$90.00	$55,710.00	$110.00	$68,090.00	$200.00	$123,800.00
1.26	K-805	Miscellaneous Concrete	64	SY	$116.00	$7,424.00	$95.00	$6,080.00	$150.00	$9,600.00
		Miscellaneous Items								
1.27	K-306	Install, Maintain, and Remove Silt Fence	2735	LF	$3.00	$8,205.00	$4.00	$10,940.00	$15.00	$41,025.00
1.28	K-307	Install 4" Topsoil	1000	SY	$1.10	$1,100.00	$12.00	$12,000.00	$10.00	$10,000.00
1.29	K-307	Broadcast Seeding	1000	SY	$1.00	$1,000.00	$3.00	$3,000.00	$3.50	$3,500.00
1.30	13305.00	Tree Protection	1	LS	$900.00	$900.00	$2,500.00	$2,500.00	$12,000.00	$12,000.00
1.31	K-307	Vegetative Watering	1	LS	$3,000.00	$3,000.00	$1,500.00	$1,500.00	$10,000.00	$10,000.00
		AA Lane Park Improvements								
		General Condition Items								
2.01	TX-500	Mobilization	1	LS	$3,000.00	$3,000.00	$12,000.00	$12,000.00	$46,000.00	$46,000.00
2.02	K-216	City of Killeen Project Sign	1	LS	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$2,000.00	$2,000.00
2.03	K-301	Barricades, Signs, and Pedestrian Traffic Handling	7	MO	$350.00	$2,450.00	$550.00	$3,850.00	$1,000.00	$7,000.00

2.04	13200.00	Prepare and Implement SWPPP	1	LS	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00
2.05	13100.00	Miscellaneous Construction Items	1	LS	$5,350.00	$5,350.00	$5,350.00	$5,350.00	$5,350.00	$5,350.00
		Removal Items								
2.06	K-303	Remove 12" Oak Tree	1	EA	$500.00	$500.00	$2,500.00	$2,500.00	$10,000.00	$10,000.00
2.07	TX-496	Remove Concrete Curb and Gutter	58	LF	$9.00	$522.00	$25.00	$1,450.00	$30.00	$1,740.00
		Storm Drainage Items								
2.08	TX-460	Extend Storm Pipe (48" CMP)	8	LF	$225.00	$1,800.00	$575.00	$4,600.00	$800.00	$6,400.00
2.09	K-803	4:1 S.E.T. with Concrete Rip Rap	1	EA	$4,800.00	$4,800.00	$10,000.00	$10,000.00	$12,000.00	$12,000.00
2.10	K-803	Concrete Rip Rap with Curb Openings at Existing S.E.T. (Water Street)	33	SY	$176.00	$5,808.00	$100.00	$3,300.00	$250.00	$8,250.00
2.11	502	Unclassified Excavation	120	CY	$19.00	$2,280.00	$35.00	$4,200.00	$60.00	$7,200.00
2.12	503	Unclassified Fill and Grading at 48" Culvert	400	CY	$25.00	$10,000.00	$65.00	$26,000.00	$80.00	$32,000.00
2.13	503	Select Fill in Eroded Areas to Repair	360	CY	$50.00	$18,000.00	$65.00	$23,400.00	$70.00	$25,200.00
2.14	13001	Grading and Turf Reinforcing Mat	360	SY	$21.00	$7,560.00	$30.00	$10,800.00	$30.00	$10,800.00
2.15	TX-432	Protection Stone Rip Rap (15" Thick) (Grouted) with Filter Fabric	25	SY	$125.00	$3,125.00	$130.00	$3,250.00	$200.00	$5,000.00
2.16	809	Curb Opening with Concrete Apron	3	EA	$600.00	$1,800.00	$1,500.00	$4,500.00	$15,000.00	$45,000.00
		Miscellanous Items								
2.17	K-306	Install, Maintain, and Remove Silt Fence	60	LF	$3.00	$180.00	$4.00	$240.00	$15.00	$900.00
2.18	K-307	Install 4" Topsoil	130	SY	$5.00	$650.00	$12.00	$1,560.00	$10.00	$1,300.00
2.19	K-307	Broadcast Seeding	130	SY	$1.00	$130.00	$3.00	$390.00	$3.50	$455.00
2.20	13305	Tree Protection	1	LS	$900.00	$900.00	$2,500.00	$2,500.00	$9,000.00	$9,000.00
2.21	K-307	Vegetative Watering	1	LS	$800.00	$800.00	$1,500.00	$1,500.00	$8,000.00	$8,000.00
		BASE BID AMOUNT				**$597,113.00**		**$757,335.00**		**$1,213,002.00**

Bidders	**Total Base Bid**
Choice Builders	$597,113.00
HCS Inc.	$757,335.00
ERS Inc.	$1,213,002.00

Denotes difference from Contractor Exhibit A and actual unit cost per plan quantity

MRB | group

www.mrbgroup.com

November 1, 2022

Ms. Lorianne Luciano
Director of Procurement and Contract Management
City of Killeen
802 N. 2nd Street, Building E, Room 215
Killeen, TX 76541

Re: RECOMMENDATION FOR AWARD
Conder Park and AA Lane Park Drainage Improvements Project
Bid No. 22-34

Dear Ms. Luciano,

On Thursday, October 27, 2022, at 2:00 PM (CST), three (3) bids were received for the above referenced project. We have reviewed the bids and recommend award of the project to the lowest qualified bidder, Choice Builders, LLC of Temple, Texas, in the amount of $597,113.00. A tabulation of the received bids is attached herewith.

Please do not hesitate to contact us should you have any questions or need additional information.

Sincerely,
MRB GROUP

Anthony D. Beach

Anthony D. Beach, P.E.
Senior Project Manager

Attachment: Bid Tabulation

BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of
5% GAB
DOLLARS ($_____), which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

Item No.	Spec	Bid Item Description	Estimated Quantities	Unit	Unit Price	Unit Amount
		CONDER PARK IMPROVEMENTS				
		GENERAL CONDITION ITEMS				
1.01	TX-500	Mobilization	1	LS	25000.00	25000.00
1.02	K-216	City of Killeen Project Sign	1	LS	1000.00	1000.00
1.03	K-301	Barricades, Signs and Pedestrian Traffic Handling	7	MO	2500.00	17500.00
1.04	13200	Prepare and Implement SWPPP	1	LS	9000.00	9000.00
1.05	13100	Miscellaneous Construction Items	1	LS	54,800.00	54,800.00
		GENERAL CONDITION ITEMS SUBTOTAL=				107300.00
		REMOVAL ITEMS				
1.06	TX-496	Remove Miscellaneous Concrete	111	SY	27.00	2997.00
1.07	TX-496	Remove HMAC Pavement	65	SY	18.00	1170.00
1.08	TX-496	Remove Flagstone Walkway Pavement	50	SY	33.00	1650.00
1.09	TX-496	Remove Concrete Curb and Gutter	110	LF	9.00	990.00
1.10	TX-496	Remove Concrete Drainage Flume	300	SY	27.00	8100.00
1.11	TX-496	Remove Wood and Steel Pedestrian Bridge	1	EA	2500.00	2500.00
1.12	TX-496	Remove and Relocate Light Pole	1	EA	6700.00	6700.00
		REMOVAL ITEMS SUBTOTAL =				24107.00
		STORM DRAINAGE ITEMS				
1.13	13000	8'X60' Prefabricated Clear Span Pedestrian Bridge	1	EA	85000.00	85000.00
1.14	13009	Abutments for Pedestrian Bridge (1 pair)	1	LS	21000.00	21000.00
1.15	13000	Installation of Pedestrian Bridge (Conc. Deck, Crane Rental, etc.)	1	LS	17400.00	17400.00
1.16	TX-400	Earthwork Backfill at Pedestrian Bridge	160	CY	44.00	7040.00
1.17	K-805	Pedestrian Bridge Concrete Transition Apron	18	SY	129.00	2322.00
1.18	13002	8' Wide Decomposed Granite Trail Connection	108	SY	23.00	2484.00
1.19	TX-471	8'X12' Sidewalk Crossing of Flume w/ Handrail	1	EA	8800.00	8800.00
1.20	K-804	Standard 24" Concrete Curb and Gutter	78	LF	31.00	2418.00
1.21	K-502	Unclassified Excavation of Creek Banks	505	CY	27.00	13635.00
1.22	13001	Grading and Turf Reinforcing Mat	2903	SY	21.00	60963.00
1.23	TX-432	Protection Stone Riprap (15" Thick) (Grouted) with Filter Fabric	702	SY	122.00	85644.00
1.24	K-805	Concrete Pavement Repair and Mono Curb w/ Sawtooth Openings with Runoff Pad & Dissipators	42	SY	143.00	6006.00
1.25	K-805	12' Wide Concrete Lined Channel	619	SY	90.00	55710.00
1.26	K-805	Miscellaneous Concrete	64	SY	116.00	7424.00
		STORM DRAINAGE ITEMS SUBTOTAL =				375846.00
		MISCELLANEOUS ITEMS				
1.27	K-306	Install, Maintain, and Remove Silt Fence	2735	LF	3.00	8205.00

1.28	K-307	Install 4" Topsoil	1000	SY	1.10	1100.00
1.29	K-307	Broadcast Seeding	1000	SY	1.00	1000.00
1.30	13305	Tree Protection	1	LS	900.00	900.00
1.31	K-307	Vegetative Watering	1	LS	3000.00	3000.00
		MISCELLANEOUS ITEMS SUBTOTAL =				14205.00
		CONDER PARK TOTAL COST =				521458.00
		AA LANE PARK IMPROVEMENTS				
		GENERAL CONDITION ITEMS				
2.01	TX-500	Mobilization	1	LS	3000.00	3000.00
2.02	K-216	City of Killeen Project Sign	1	LS	1000.00	1000.00
2.03	K-301	Barricades, Signs, and Pedestrian Traffic Handling	7	MO	350.00	2450.00
2.04	13200	Prepare and Implement SWPPP	1	LS	5000.00	5000.00
2.05	13100	Miscellaneous Construction Items	1	LS	5,350.00	5,350.00
		GENERAL CONDITION ITEMS SUBTOTAL =				16800.00
		REMOVAL ITEMS				
2.06	K-303	Remove 12" Oak Tree	1	EA	500.00	500.00
2.07	TX-496	Remove Concrete Curb and Gutter	58	LF	9.00	522.00
		REMOVAL ITEMS SUBTOTAL =				1022.00
		STORM DRAINAGE ITEMS				
2.08	TX-460	Extend Storm Pipe (48" CMP)	8	LF	225.00	1800.00
2.09	K-803	4:1 S.E.T. with Concrete Rip Rap	1	EA	4800.00	4800.00
2.10	K-803	Concrete Rip Rap with Curb Openings at Existing S.E.T. (Water Street)	33	SY	176.00	5808.00
2.11	502	Unclassified Excavation	120	CY	19.00	2280.00
2.12	503	Unclassified Fill and Grading at 48" Culvert	400	CY	25.00	10000.00
2.13	503	Select Fill in Eroded Areas to Repair	360	CY	50.00	18000.00
2.14	13001	Grading and Turf Reinforcing Mat	360	SY	21.00	7560.00
2.15	TX-432	Protection Stone Rip Rap (15" Thick) (Grouted) with Filter Fabric	25	SY	125.00	3125.00
2.16	809	Curb Opening with Concrete Apron	3	EA	600.00	1800.00
		STORM DRAINAGE ITEMS SUBTOTAL =				55173.00
		MISCELLANEOUS ITEMS				
2.17	K-306	Install, Maintain, and Remove Silt Fence	60	LF	3.00	180.00
2.18	K-307	Install 4" Topsoil	130	SY	5.00	650.00
2.19	K-307	Broadcast Seeding	130	SY	1.00	130.00
2.20	13305	Tree Protection	1	LS	900.00	900.00
2.21	K-307	Vegetative Watering	1	LS	800.00	800.00
		MISCELLANEOUS ITEMS SUBTOTAL =				2660.00
		AA LANE PARK TOTAL COST =				75655.00
		GRAND TOTAL BASE BID =				597113.00

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: Philadelphia Indemnity _____ and _____

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with Conder Park and AA Lane Park Drainage Improvements Project Plan Sheets and Specifications, to the satisfaction of the Engineer.

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated 10-19-22 Received 10-19-22
Addendum No. 2 dated _____ Received _____
Addendum No. 3 dated _____ Received _____

This is a Bid of: Choice Builders, LLC Corporation, organized and existing under the laws of the State of TX, or; a Partnership consisting of _____, or; and Individual, doing business as _____

By: C. O'Daniel

Seal, if a Corporation

Owner
TITLE

3809 S. General Bruce Dr, Ste 103; Temple, TX 76502
MAILING ADDRESS

Same as above
STREET ADDRESS

Temple, TX
CITY AND STATE

254-534-2423
TELEPHONE NUMBER

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Choice Builders, LLC as Principal,
and firmly bound unto The City of Killeen
as owner in the sum of $ (5% GAB) Five Percent of the Greatest Amount Bid as the proper measure of liquidated damages for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 24th day of October, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to The City of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **CONDER PARK AND AA LANE PARK DRAINAGE IMPROVEMENTS PROJECT.**
Now, Therefore,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Choice Builders, LLC (L.S.)
Principal

Charlie O'Daniel, President

Philadelphia Indemnity Insurance Company
Surety

By:
Rosemarie Lopez, Attorney In Fact

SEAL

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of October, 2022.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION				
A. COMPANY DATA				
Organization Doing Business:	Choice Builders, LLC			
Business Address:	3809 S. General Bruce Dr, Suite 103			
	Temple, Texas 76502			
Telephone Number:	254-534-2423			
Fax Number:	NA			
Form of Business:	~~Corporation~~ LLC	Partnership	Individual	Joint Venture
IF A CORPORATION				
Date of Incorporation:	8-7-2014			
State Incorporated:	Texas			
President's Name:	Charles O'Daniel			
Vice President's Name:	NA			
IF A PARTNERSHIP				
Date of Organization:				
Type	General		Limited	
IF AN INDIVIDUAL				
Name:				
Business Address:				
IF A JOINT VENTURE				
Name of Manager:				
Name of Firm:				
Name of Individual Companies:				
B. BUSINESS INFORMATION				
Current Number of Full Time Employees:	8	Past Year's Revenues:	$2,349,269	
Average Number of Projects Annually:	4	Average Construction Cost of Project:	$600,000	
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS				
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.				
100% including demolition, concrete, culverts, bridge install, TRM				
2. List work that will be provided by Subcontractors on this project.				
None				

TABLE 2 – CONSTRUCTION EXPERIENCE			
1. Years of experience on boring/jacking drainage culverts on railroad projects:			
As a General Contractor:	0	Number of Total Projects:	0
2. Number of boring/jacking drainage culverts on railroad projects completed in the past five (5) years?			0
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			No
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			No
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			No
6. Is offering company currently involved in any litigation or contemplating any litigation?			No
7. Has this or a predecessor company ever refused to construct of refused to provide materials defined in Contract Documents on a project?			No
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			No

TABLE 3 – PROPOSED KEY PERSONNEL	
PROJECT MANAGER	
Name of Project Manager	Charles O'Daniel
Years of Experience as PM	20
Number of Similar Projects as PM with this company	20+
Number of Similar Projects with other companies (PM)	20+
Current Assignments	1
% of time dedicated to this project	50
Reference Project	
Project Name: Crossroads Park	Reference Name: David Patrick
Title: Engineer	Organization: KPA Engineers
Telephone Number: 254-773-3731	Email: dpatrick@kpaengineers.com
PROJECT SUPERINTENDENT	
Name of Superintendent	Larry Krueger
Years of Experience as Superintendent	15
Number of Similar Projects as Super with this company	10
Number of Similar Project with other companies (Super)	20+
Current Assignments	0
% of time dedicated to this project	100
Reference Project	
Project Name: Crossroads Park (same as above)	Reference Name:
Title:	Organization:
Telephone Number:	Email:

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS				
REFERENCE PROJECT 1				
Project Description				
Work included grading, culverts, sidewalk, pedestrian bridge, curbs, rock riprap, etc.				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Temple	Crossroads Park	$8,059,948	Feb 2021	12
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Kevin Beavers	Director of Parks	COT Parks Dept	254-298-5690	kbeavers@templetx.gov
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
David Patrick	P.E.	KPA Engineers	254-773-3731	dpatrick@kpaengineers.com
REFERENCE PROJECT 2				
Project Description				
Work included channel grading, concrete lined channel, culverts, rock riprap, etc.				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Temple	Conner Park Drainage	$848,582	Oct 2019	16
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Don Bond	Director of Public Works	COT Public Works	254-493-8070	dbond@templetx.gov
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Jennifer Ryken	Engineer	Turley & Associates	254-773-2400	jryken@turley-inc.com
REFERENCE PROJECT 3				
Project Description				
Work included grading, sidewalk, culverts, site electrical, retaining wall, etc.				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Killeen	Brookhaven-Rancier H&B	$728,305	Oct 2017	5
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Don Wetzel	P:oject Manager	COK Transport. Dept	254-616-3176	dwetzel@killeentexas.gov
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Ben Wilson	Engineer	Mitchell & Associates	254-634-5541	bwilson@mitchellinc.net

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS		
PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)		
Name	Work to be Provided	% of Contract
NA		

Provide a list of major equipment or material suppliers for use on project.	
Supplier Name	Material or Equipment Supplied
Pioneer Bridge (dependent on contract negotiation)	pedestrian bridge

Litigation Summary

Summary of current or past project-necessitated litigation pursued by, or brought against, your firm in the previous five (5) years:

NA

AFFIDAVIT

State Texas

County of Bell

Charles O'Daniel, being duly sworn deposes and attests that he/she is
(name)

Owner and is a duly authorized representative of the Offeror
(title)

submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.

Signature

Signed and sworn to me before this 26th day of October, 2022.

Patricia O'Daniel
Notary Public

PATRICIA ODANIEL
Notary ID #130225406
My Commission Expires
May 13, 2023

My Commission expires: May 13, 2023

County: Bell
Project: Conder and AA Lane Park Drainage Improvements Project
Bid No.: 22-34

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NA

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NA

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ 10-26-22
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:
(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):
(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
***
(2) the vendor:
(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that
(i) a contract between the local governmental entity and vendor has been executed;
or
(ii) the local governmental entity is considering entering into a contract with the vendor;
(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)
(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity.
(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
(1) the date that the vendor:
(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
(2) the date the vendor becomes aware:
(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.

CERTIFICATE OF CORPORATE RESOLUTION

I, Charles O'Daniel, Secretary, hereby certify as follows:

1. I am the duly elected, qualified and acting Secretary of Choice Builders, LLC, a LLC corporation, (the "Corporation".

LLC

2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State of Texas, and is duly qualified to transact business and to own, operate and develop its properties in the State of Texas.

3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally adopted on NA by the Board of Directors of the Corporation in accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly entered in the minutes of such meeting in the minute book of the corporation and have not been rescinded or modified in any respect and are presently in full force and effect.

4. The following persons are duly elected, qualified and acting officers of the corporation and hold respective offices set opposite their names:

Charles O'Daniel : President

_____ : Vice President

Charles O'Daniel : Secretary

TO CERTIFY WHICH I have executed this certificate this 26th day of October, 2022.

_____
Secretary

STATE OF Texas
COUNTY OF Bell

This instrument was acknowledged before me on the 26th day of October, 2022 by Charles O'Daniel, Secretary, of Choice Builders, LLC, a corporation, on behalf of said Corporation.

PATRICIA ODANIEL
Notary ID #130225406
My Commission Expires
May 13, 2023

Patricia O'Daniel
Notary Public, State of Texas
Name: Patricia O'Daniel
My commission expires May 13, 2023

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the back.)

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

NA

2 Office Held

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or business relationship with person named in item 3

5 List gifts if aggregate value of the gifts received from person named in item 3 exceed $250

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____ , to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code. Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.

4. Description of the nature and extent of employment or business relationship with person named in item 3. Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.

5. List gifts if aggregate value of the gifts received from person named in number 3 exceed $250. List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed $250 in value.

6. Affidavit. Signature of local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

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

Choice Builders LLC
TEMPLE, TX United States

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

City of Killeen, Texas

DRAFT

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid No 22-34
Conder Park & AA Park Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Charles O'Daniel, and my date of birth is 5-26-1974.

My address is 378 CR 462 (street), Lott (city), TX (state), 76656 (zip code), USA (country).

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

Executed in Falls County, State of TX, on the 26th day of Oct (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code section 809.001 to means, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

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

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

SIGNATURE: _____ DATE: 10-26-22

PRINT NAME: Charles O'Daniel

CONTRACT VERIFICATION

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

  Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at $100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

  By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies, and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature	Choice Builders, LLC Company Name
Charles O'Daniel Printed Name	Owner Title
11-1-2022 Date	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-957009

Date Filed:
11/18/2022

Date Acknowledged:

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

Choice Builders LLC
TEMPLE, TX United States

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

City of Killeen, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid No 22-34
Conder Park & AA Park Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Charles O'Daniel, and my date of birth is May 26, 1974.

My address is 378 CR 462 (street), Lott (city), TX (state), 76656 (zip code), USA (country).

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

Executed in Falls County, State of TX, on the 18 day of Nov (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CONDER PARK AND AA LANE PARK DRAINAGE IMPROVEMENT PROJECT AWARD FOR CONSTRUCTION

CHOICE BUILDERS, LLC.

RS-22-171

November 29, 2022

Background and Findings

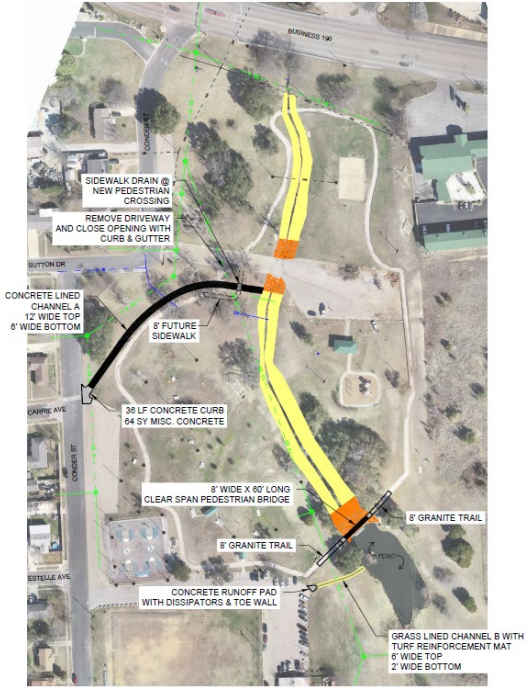
- The purpose is to alleviate drainage issues and flooding concerns located in Conder Park & AA Lane Park.
- Project includes installation of reinforced turf mat, enlarging a concrete drainage flume, adding other drainage aspects and installing a pedestrian foot bridge.
- MRB Group, P.C. provided professional services for design and bids.

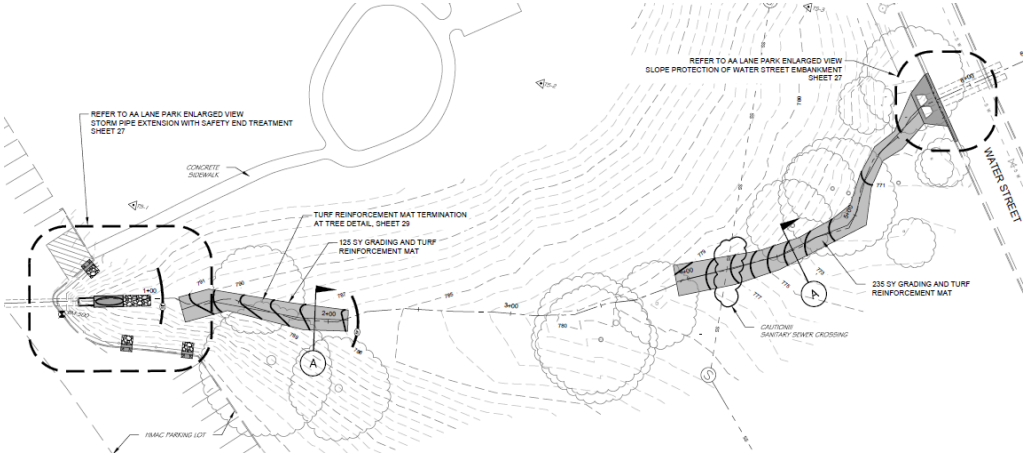
Background and Findings

- Bids were opened and read aloud on October 27th, 2022
- Three (3) bids were received for this project:

Choice Builders, LLC	$ 597,113.00
ERS of MS, Inc.	$ 757,335.00
HCS, Inc.	$ 1,213,002.00

- Funds are available in Account 375-8934-493.69-03 ($728,479).





4

Conder Park – Site Location

AA Lane Park – Site Location

Alternatives

- Do not move forward with The Conder Park and AA Lane Park Drainage Improvement Project at this time and reject bids.
- Award a construction contract for Bid 22-34 to Choice Builders LLC, for the construction of Conder Park and AA Lane Park Drainage Improvement Project in the amount of $597,113.00.

Recommendation

- Staff recommends that the City Council authorize the City Manager to enter into a contract with Choice Builders LLC, for the construction of Conder Park and AA Lane Park Drainage Improvement Project in the amount of $597,113.00

City of Killeen

Staff Report

File Number: RS-22-172

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

DATE: **November 29, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Leslie Hinkle, Executive Director of Community Development**

SUBJECT: **Purchase of Library Materials from Ingram Library Services through the TXSMARTBUY Contract Program**

BACKGROUND AND FINDINGS:

Ingram Library Services is one of seven vendors providing books and DVDs through the State of Texas TXSMARTBUY cooperative purchasing program. Ingram offers the deepest discounts on the formats that comprise the bulk of the city's purchases: hardbound and paperback books for adults, teens, and children as well as DVDs for all ages. Ingram offers a slightly lower discount for books published by university presses than one competitor, but our library typically purchases less than five such books each year.

The latest State Contract went into effect on June 29, 2020, for a 16-month term with the option for annual renewals for four years. The State of Texas has now exercised the second renewal option and extended the contract through October 31, 2023.

The Library Services Division seeks approval to purchase the majority of our books and DVDs from Ingram Library Services in an amount not to exceed $75,000 for Fiscal Year 2022-2023. The remaining $5,000 of the budget will be used with other vendors.

THE ALTERNATIVES CONSIDERED:

Alternatives considered were:

1. Choose another vendor from the TXSMARTBUY cooperative purchasing program who offers a slightly lower discount on some books, such as Baker & Taylor or Brodart.
2. Authorize the purchase of library materials from Ingram Library Services through the TXSMARTBUY cooperative purchasing program contract, #715-M2.

Which alternative is recommended? Why?

Purchase of library materials from Ingram Library Services is the recommended alternative because it provides the best pricing for the material formats most often purchased by the Library Services Division.

CONFORMITY TO CITY POLICY:

This purchase conforms to City policy. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

For Fiscal Year 2022-2023, the expenditure will not exceed $75,000.

Is this a one-time or recurring expenditure?

This is a recurring expenditure, but future purchases are dependent on budget approval and Library Services' needs for materials.

Is this expenditure budgeted?

Yes, the expenditure is budgeted in the General Fund Community Development Library account 010-3215-423.61-20.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of books and DVDs from Ingram Library Services through TXSMARTBUY Contract #715-M2 in an amount not to exceed $75,000 for FY 2022-2023.

DEPARTMENTAL CLEARANCES:

Community Development
Purchasing
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Vendor Comparison
Contract
Certificate of Interested Parties

VENDOR COMPARISONS ON STATE CONTRACT #715-M2

Discounts on Publisher Prices

Vendor	Adult Trade, Hardbound	Adult Trade, Paperback	Juv. Trade, Hardbound	Juv.Trade, Paperback	Non-trade/ Univ. Press	Pre-Bound	DVD/Blue-Ray
Baker & Taylor	46.5%	40.5%	46.5%	40.5%	8.0%	10.0%	28.5%
Brodart	46.5%	40.0%	46.5%	40.0%	12.0%	N/A for HB; 23% for PBK	N/A
Yankee Book Peddler/GOBI	Does not work with public libraries; academic only.						
Ingram Library Services	47%	41%	47%	41%	10%	30%	31%
Midwest Library Services	Net-33%	Net-10%	Net-33%	Net-10%	Net-15%	Net-10%	N/A
Midwest Tape	N/A	N/A	N/A	N/A	N/A	N/A	25%
ProQuest	Does not work with public libraries; academic only.						

Contract Details: # 715-M2

Number	715-M2
Description	Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Category	Managed
Type	Term
Start Date	6/29/2020
End Date	10/31/2022
Purchase Category Code(Agencies Only)	PCC C
Optional Renewal Terms	November 1, 2022, through October 31, 2023 November 1, 2023, through October 31, 2024
Purchase Orders	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.
NIGP Code(s)	525-10 525-20 525-40 715-04 715-05 715-10 715-46 715-55 956-10
CPA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: spd.cmo@cpa.texas.gov (mailto:spd.cmo@cpa.texas.gov)

Contract Items and Pricing	**Customers should contact the applicable company representative in order to set up an account.** 715-M2 Baker & Taylor, LLC Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20B&T%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Brodart Co. Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Brodart%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20GOBI%20Library%20Solutions%20from%20EBSCO%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Ingram Library Services LLC Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Ingram%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Midwest Library Service, Inc. Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Library%20Service%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Midwest Tape, LLC Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Tape%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 ProQuest, LLC Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20ProQuest%20TSB%20Contract%20Item%20Listing.pdf)
Warranty Details	**Warranty/Guarantee** Each product proposed is to be warranted against defects in workmanship and material for a period of ninety (90) days or the duration of the manufacturer's standard warranty, whichever is longer, following Customer's acceptance. If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten (10) working days after receipt. The warranty will apply to any warranty service or repair requested by Customer during the warranty period by contacting the Contractor or Contractor's designee with such request, regardless of the amount of time required to complete the requested warranty service or repair. It is the intention of the parties to this Contract that Contractor's warranty obligations hereunder will survive the termination of this Contract. **Replacement** 1) Contractor must guarantee replacement of improperly manufactured products due to defective materials or product during the initial Contract period and any exercised renewal options. 2) Contractor must guarantee replacement or compensation to Customer if Contractor damages Customer's property when applying ancillary or processing services. 3) The replacements must be processed and received by the Customer within two weeks of written notification. 4) Contractor will provide replacement free of any charge, including any shipping necessary to return the product when necessary. 5) Contractor will either replace the product with new product or refund the full purchase price of the product, whichever the Customer prefers.
Adding New Products to the Contract	Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (https://comptroller.texas.gov/purchasing/forms/) to the Statewide Contract Development section at open.market@cpa.texas.gov (mailto:open.market@cpa.texas.gov).
Delivery Delays by Contractor	If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).
Compliant Products by Contractor	Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

Purchase Order Cancellation	The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. A Purchase Order Change Notice should be processed and sent to Contractor.
Restocking Fee for Returned Products	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.
Substitutions	During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.
Contractor Performance	The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of $25,000 or more from contracts administered by CPA, or any other purchase of $25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under $25,000. Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM (https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/). The purpose of the Vendor Performance Tracking System is to: • Identify vendors that have exceptional performance • Aid purchasers in making a best value determination based on vendor past performance • Protect the state from vendors with unethical business practices • Track vendor performance for delegated and exempt purchases

Contractors Information

VID: 14731799749
Contractor: Baker & Taylor, LLC
Contact Name: Wendy Hardy
Email: wendy.hardy@baker-taylor.com
Phone: (800) 775-1200 x2776
Alternate Contact Name: Stefanie Kremer
Alternate Email: stefanie.kremer@baker-taylor.com
Alternate Phone: (704) 998-3135
Address: 2550 West Tyvola Road Suite 300 Charlotte, NC 28217

VID: 12322487583
Contractor: Brodart Co.
Contact Name: Mary Miller
Email: mary.miller@brodart.com
Phone: (800) 233-8467
Alternate Contact Name: Lisa Miosi
Alternate Email: lisa.miosi@brodart.com
Address: 500 Arch Street Williamsport, PA 17701

VID: 16217466966
Contractor: Ingram Library Services LLC
Contact Name: Stephen Casey
Email: stephen.casey@ingramcontent.com
Phone: (214) 952-6310
Alternate Email: ils.orders@ingramcontent.com
Address: One Ingram Blvd. La Vergne,TN 37086

VID: 14308345058
Contractor: Midwest Library Service, Inc.
Contact Name: Trish Banta
Email: banta@midwestls.com
Phone: (800) 325-8833
Alternate Contact Name: Herbert Lesser
Alternate Email: hlesser@midwestls.com
Address: 11443 St. Charles Rock Rd. Bridgeton, Missouri 63044

VID: 13714996868
Contractor: Midwest Tape, LLC
Contact Name: Janet Timm
Email: jtimm@midwesttape.com
Phone: (800) 875-2785
Alternate Contact Name: Jeffery Jankowski
Alternate Email: jjankowski@midwesttape.com
Alternate Phone: (419) 868-9370
Address: PO Box 820 Holland, OH 43528

VID: 13920538553
Contractor: Proquest, LLC
Contact Name: Jess Snyder
Email: Proposals@proquest.com
Phone: (248) 496-1065
Address: Proquest, LLC 789 E. Eisenhower Parkway Ann Arbor, MI 48106

VID: 10203021430
Contractor: Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO
Contact Name: Bonnie LaRose
Email: bidadmin@ybp.com
Phone: (800) 258-3774 x8895
Alternate Contact Name: Kate Hartnett
Alternate Email: khartnett@ybp.com
Alternate Phone: (800) 258-3774 x8808
Address: 999 Maple Street Contoocook, NH 02339

Texas Comptroller of Public Accounts
Glenn Hegar

- Home (http://comptroller.texas.gov)
- Contact Us (http://comptroller.texas.gov/about/contact/)

POLICIES

- Privacy and Security Policy (https://comptroller.texas.gov/about/policies/privacy.php)
- Accessibility Policy (https://comptroller.texas.gov/about/policies/accessibility.php)
- Link Policy (https://comptroller.texas.gov/about/policies/links.php)
- Texas.gov (http://texas.gov)
- Search from the Texas State Library (https://www.tsl.texas.gov/trail/index.html)
- Texas Homeland Security (http://www.dhs.gov/geography/texas)
- Texas Veterans Portal (https://veterans.portal.texas.gov/)
- Public Information Act (https://comptroller.texas.gov/about/policies/public-information-act.php)
- Texas Secretary of State (http://www.sos.state.tx.us/)
- HB855 Browser Statement

OTHER STATE SITES

- texas.gov (https://www.texas.gov/)
- Texas Records and Information Locator (TRAIL) (http://www.tsl.state.tx.us/trail/)
- State Link Policy (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20Policy.pdf)

- Texas Veterans Portal (http://veterans.portal.texas.gov)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-664442

Date Filed:
09/03/2020

Date Acknowledged:

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

Ingram Library Services LLC
La Vergne, TN United States

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

Killeen Public Library

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

715-M2
Library Goods & Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Regina Dunlap, and my date of birth is 9/24/67.

My address is One Ingram Blvd (street), La Vergne (city), TN (state), 37086 (zip code), USA (country).

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

Executed in Rutherford County, State of Tennessee, on the 3rd day of September (month), 2020 (year).

Pamela R. Smith

Signature of authorized agent of contracting business entity
(Declarant)

PURCHASE OF LIBRARY MATERIALS THROUGH TXSMARTBUY CONTRACT

RS-22-172

November 29, 2022

Background

- TXSMARTBUY contract for library materials expired 0n Oct. 31, 2022
- Texas State Comptroller exercised option to renew through Oct. 31, 2023.
- Ingram Library Services' contract offers the highest discounts on most library materials.

Vendor Discounts Offered

Vendor	Adult Trade, Hardbound	Adult Trade, Paperback	Juv. Trade, Hardbound	Juv.Trade, Paperback	Non-trade/ Univ. Press	Pre-Bound	DVD/Blue-Ray
Baker & Taylor	46.5%	40.5%	46.5%	40.5%	8.0%	10.0%	28.5%
Brodart	46.5%	40.0%	46.5%	40.0%	12.0%	N/A for HB; 23% for PBK	N/A
Yankee Book Peddler/GOBI	Does not work with public libraries; academic only.						
Ingram Library Services	47%	41%	47%	41%	10%	30%	31%
Midwest Library Services	Net-33%	Net-10%	Net-33%	Net-10%	Net-15%	Net-10%	N/A
Midwest Tape	N/A	N/A	N/A	N/A	N/A	N/A	25%
ProQuest	Does not work with public libraries; academic only.						

Conformity & Financial Impact

- Conforms to City of Killeen purchasing policy
- Recurring expense
- Funded by line-item 010-3215-423.61-20, Books & Reference Materials
- Current year expenditure not to exceed $75,000

Alternatives

- Choose a different company offering a lower discount from the list of approved TXSMARTBUY vendors for library materials
- Approve purchasing library materials through Ingram Library Services through the TXSMARTBUY program due to the higher discounts offered

Recommendation

- Recommend City Council authorize the purchase of library books and DVDs through Ingram Library Services through TXSMARTBUY contract in the amount not to exceed $75,000 in FY 2022-23.

City of Killeen

Staff Report

File Number: RS-22-173

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

DATE: **November 29, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Judith Tangalin, Interim Executive Director of Finance**

SUBJECT: **Quarterly Investment Report**

BACKGROUND AND FINDINGS:

The attached investment reports summarize all investment activity for the quarter ended June 30, 2022, and September 30, 2022. The highlights of the report are as follows:

Quarter ended June 30, 2022:

	Jan. - Mar. 2022	Apr. - Jun. 2022	Change
Interest Income	$81,222	$266,297	228%
Investment Balance	$198,682,268	$215,457,076	8.4%
Average Yield	0.22%	1.40%	1.20%

Quarter ended September 30, 2022:

	Apr. - Jun. 2022	Jul. - Sep. 2022	Change
Interest Income	$266,297	$708,590	166%
Investment Balance	$215,457,076	$192,959,681	-10.4%
Average Yield	1.40%	1.65%	0.25%

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

The City of Killeen's investment policy requires that a quarterly report of investment activity be submitted to the City Council within a reasonable time after the end of each quarter. The quarterly

report includes a detailed description of the investment position of the City, summarizes the investment activity in each pooled fund group, states the total rate of return on the investment portfolio, and contains information regarding the market value and book value of each separately invested asset.

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City Council approve the attached investment reports for the quarter that ended June 30, 2022, and September 30, 2022.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Quarterly Investment Report June 30, 2022
Quarterly Investment Report September 30, 2022

City of Killeen

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

June 30, 2022

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Killeen is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Judith Tangalin

Digitally signed by Judith Tangalin
DN: cn=Judith Tangalin, o, ou=City of Killeen, email=jtangalin@killeentexas.gov, c=US
Date: 2022.11.17 11:42:17 -06'00'

Interim Executive Director of Finance

Judith Tangalin

Digitally signed by Judith Tangalin
DN: cn=Judith Tangalin, o, ou=City of Killeen, email=jtangalin@killeentexas.gov, c=US
Date: 2022.11.17 11:42:06 -06'00'

Judith Tangalin, Controller

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	March 31, 2022 Book Value	March 31, 2022 Market Value	June 30, 2022 Book Value	June 30, 2022 Market Value	Ave. Yield
Demand Accounts	$ 29,963,000	$ 29,963,000	$ 11,186,721	$ 11,186,721	0.46%
Pools/MMA	65,041,682	65,041,682	19,671,540	19,671,540	1.05%
Securities/CDs	103,677,585	103,677,585	184,598,788	184,392,815	1.49%
Totals	**$ 198,682,268**	**$ 198,682,268**	**$ 215,457,049**	**$ 215,251,076**	1.40%

Current Quarter Average Yield *(1)*	
Total Portfolio	1.40%
Rolling Three Month Treasury	1.13%
Rolling Six Month Treasury	1.15%
TexPool	1.00%

Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	0.62%
Rolling Three Month Treasury	0.50%
Rolling Six Month Treasury	0.53%
TexPool	0.40%

	Interest Earnings (Approximate)	Bank Fees Offset
Quarterly	$ 266,297	$ 24,352
Year-to-date	$ 443,171	$ 52,917

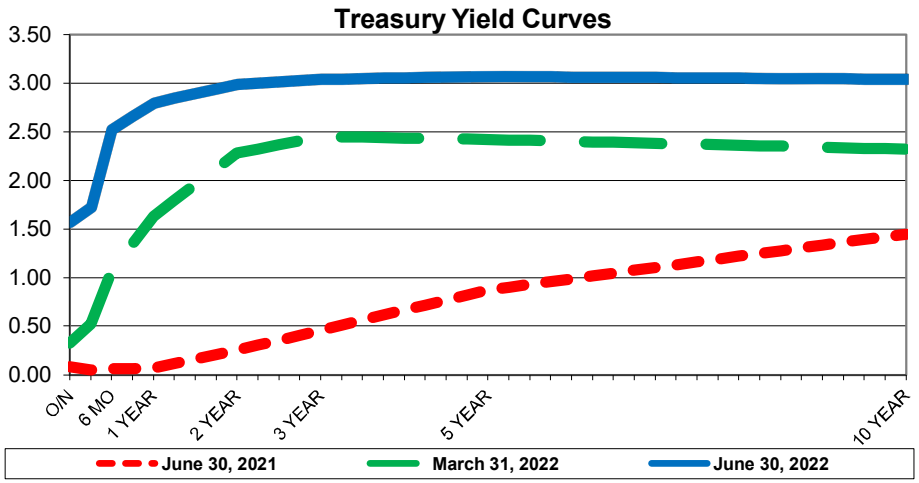
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

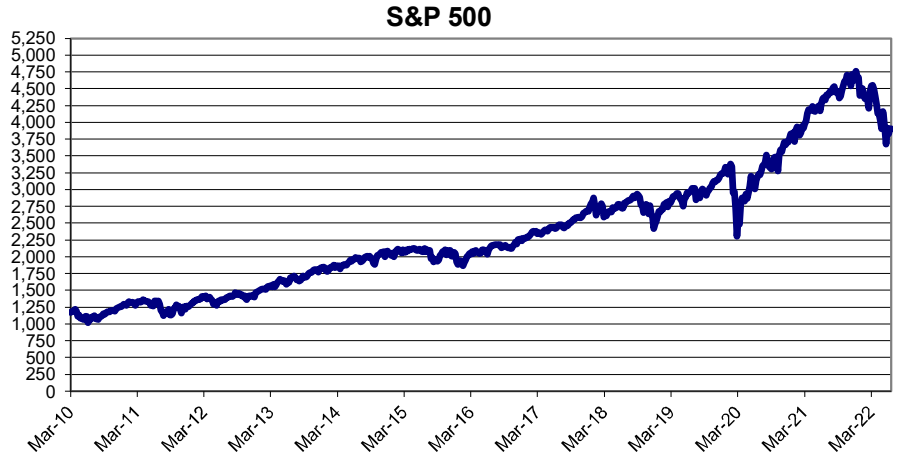
(2) **Fiscal Year-to-Date Weighted Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

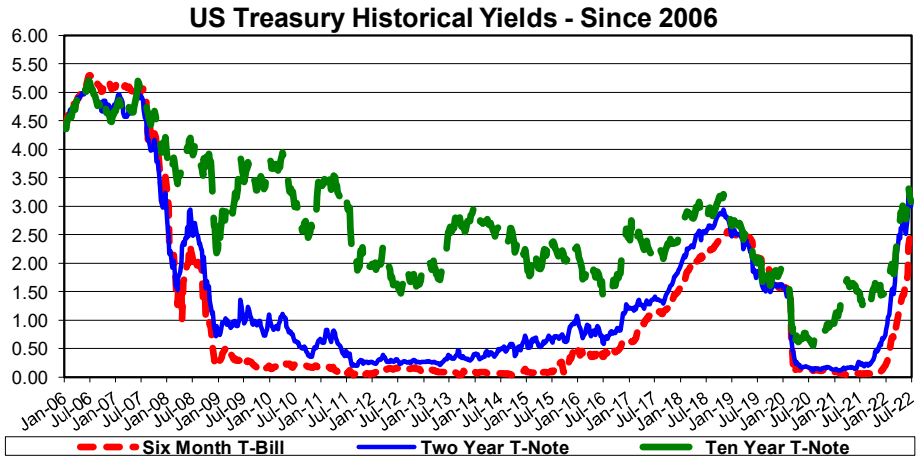
Economic Overview

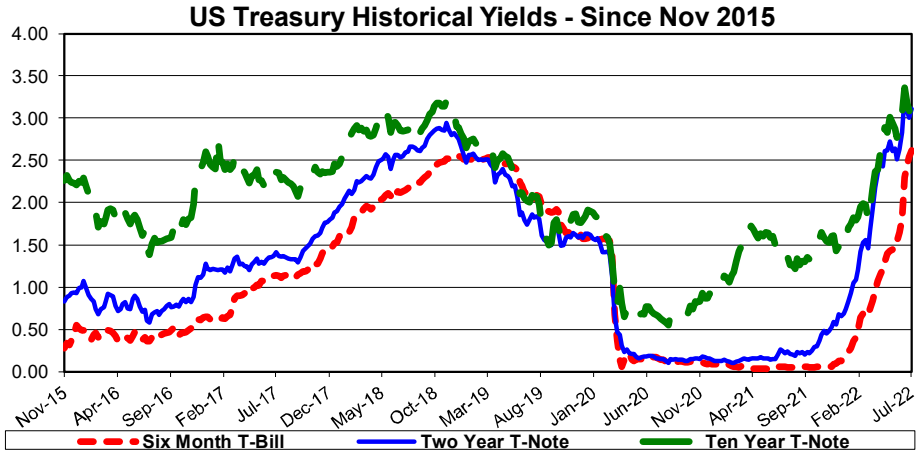
6/30/2022

The Federal Open Market Committee (FOMC) raised the Fed Funds target range 0.75% to 1.50% - 1.75% June 15th (Effective Fed Funds are trading +/-1.60%). The FOMC begin actively reducing their balance sheet June 1. An additional 0.75% increase is anticipated July 27. First Quarter GDP (final) was -1.6%. June Non-Farm Payroll added 372k net new jobs while the Three Month Average NFP declined to 375k. Crude oil settled in at +/-$105 per barrel. The Stock Markets continued sliding lower, but may be stabilizing. More domestic and international economic indicators softened, including housing data. A recession in the next 12 to 18 months is being openly discussed. Inflation remained well over the FOMC 2% target (Core PCE +/-4.7% and CPI exceeding 8%).









Investment Holdings

June 30, 2022

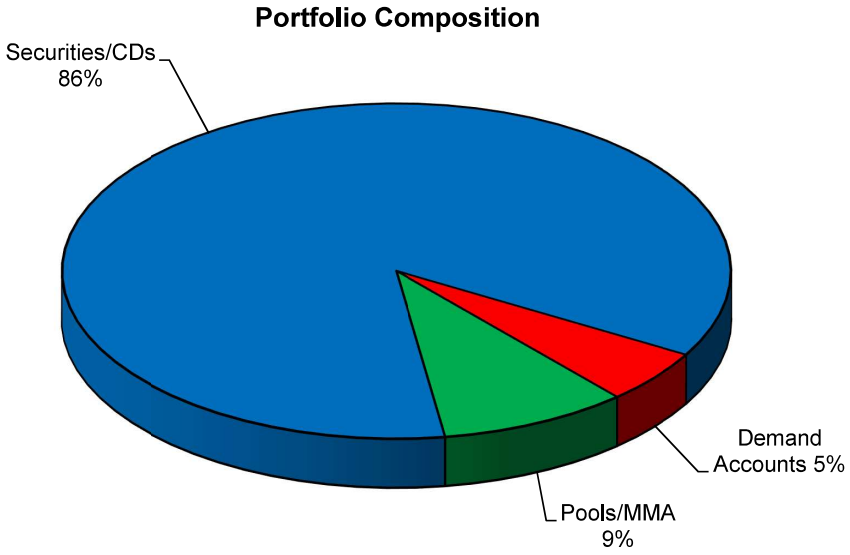
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
BBVA Demand Account (3)		0.46%	07/01/22	06/30/22	$ 11,176,581	$ 11,176,581	1.00	$ 11,176,581	1	0.46%
Cash on Hand		0.00%	07/01/22	06/30/22	9,140	9,140	1.00	9,140	1	0.00%
Hometown Cash on Hand		0.00%	07/01/22	06/30/22	1,000	1,000	1.00	1,000	1	0.00%
Bank of America Cash		0.00%	07/01/22	06/30/22	126,000	126,000	1.00	126,000	1	0.00%
BBVA MMA		0.38%	07/01/22	06/30/22	1,447,312	1,447,312	1.00	1,447,312	1	0.38%
Prosperity Bank MMA		0.91%	07/01/22	06/30/22	1,000,788	1,000,788	1.00	1,000,788	1	0.91%
Veritex Community Bank MMA		0.93%	07/01/22	06/30/22	3,143,567	3,143,567	1.00	3,143,567	1	0.93%
NexBank MMA		1.19%	07/01/22	06/30/22	12,629,312	12,629,312	1.00	12,629,312	1	1.19%
TexSTAR	AAAm	0.99%	07/01/22	06/30/22	1,324,560	1,324,560	1.00	1,324,560	1	0.99%
Prosperity Bank CD		0.40%	07/01/22	09/01/20	5,462,736	5,462,736	100.00	5,462,736	1	0.40%
Prosperity Bank CD		0.20%	07/01/22	04/08/21	4,009,347	4,009,347	100.00	4,009,347	1	0.20%
Veritex Community Bank CD		0.24%	07/01/22	2/5/2021	6,017,932	6,017,932	100.00	6,017,932	1	0.24%
Prosperity Bank CD		0.20%	08/01/22	3/3/2021	3,007,521	3,007,521	100.00	3,007,521	32	0.20%
Bank OZK CD		0.28%	08/01/22	12/02/20	6,025,317	6,025,317	100.00	6,025,317	32	0.28%
Veritex Community Bank CD		0.18%	08/02/22	12/23/20	3,008,102	3,008,102	100.00	3,008,102	33	0.18%
Veritex Community Bank CD		0.18%	9/1/2022	12/23/20	5,013,503	5,013,503	100.00	5,013,503	63	0.18%
Veritex Community Bank CD		0.19%	09/30/22	12/23/20	5,014,254	5,014,254	100.00	5,014,254	92	0.19%
US Treasury Bill	Aaa/AAA	0.00%	10/25/22	06/28/22	7,000,000	6,953,362	99.35	6,954,822	117	2.09%
US Treasury Note	Aaa/AAA	0.13%	11/30/22	05/09/22	2,000,000	1,988,630	99.09	1,981,796	153	1.50%
Bank OZK CD		0.28%	12/09/22	12/09/20	8,937,554	8,937,554	100.00	8,937,554	162	0.28%
Prosperity Bank CD		0.20%	01/04/23	04/08/21	6,014,020	6,014,020	100.00	6,014,020	188	0.20%
US Treasury Note	Aaa/AAA	2.63%	02/28/23	06/28/22	10,000,000	9,998,063	99.94	9,994,140	243	2.65%
US Treasury Note	Aaa/AAA	0.13%	02/28/23	05/09/22	1,000,000	988,223	98.32	983,164	243	1.91%
Prosperity Bank CD		0.20%	03/01/23	06/02/21	2,004,004	2,004,004	100.00	2,004,004	244	0.20%
Prosperity Bank CD		0.20%	04/03/23	06/02/21	2,004,004	2,004,004	100.00	2,004,004	277	0.20%
Veritex Community Bank CD		0.20%	05/01/23	06/02/21	1,002,002	1,002,002	100.00	1,002,002	305	0.20%
FNMA	Aaa/AA+	0.25%	05/22/23	05/12/22	1,000,000	983,082	97.72	977,249	326	2.18%
Veritex Community Bank CD		0.24%	06/01/23	08/02/21	5,008,981	5,008,981	100.00	5,008,981	336	0.24%
Veritex Community Bank CD		0.20%	06/01/23	09/03/21	2,002,993	2,002,993	100.00	2,002,993	336	0.20%
US Treasury Note	Aaa/AAA	0.13%	06/30/23	06/28/22	20,000,000	19,460,767	97.28	19,455,460	365	2.88%
Veritex Community Bank CD		0.25%	07/03/23	08/02/21	9,317,401	9,317,401	100.00	9,317,401	368	0.25%
Veritex Community Bank CD		0.21%	07/03/23	09/03/21	5,007,858	5,007,858	100.00	5,007,858	368	0.21%
Veritex Community Bank CD		0.21%	08/01/23	09/03/21	5,007,858	5,007,858	100.00	5,007,858	397	0.21%
US Treasury Note	Aaa/AAA	0.13%	08/31/23	05/12/22	4,000,000	3,894,596	96.78	3,871,248	427	2.43%
Veritex Community Bank CD		0.25%	09/01/23	09/03/21	5,009,355	5,009,355	100.00	5,009,355	428	0.25%
FHLB	Aaa/AA+	2.38%	09/08/23	05/12/22	5,000,000	4,992,956	99.41	4,970,725	435	2.50%
US Treasury Note	Aaa/AAA	0.25%	09/30/23	06/28/22	10,000,000	9,666,508	96.76	9,675,780	457	2.98%
US Treasury Note	Aaa/AAA	0.50%	11/30/23	05/19/22	2,000,000	1,944,500	96.67	1,933,360	518	2.51%
FHLB	Aaa/AA+	2.50%	12/08/23	05/19/22	9,000,000	8,990,000	99.27	8,934,552	526	2.58%
US Treasury Note	Aaa/AAA	0.88%	01/31/24	05/19/22	6,000,000	5,840,780	96.83	5,809,920	580	2.60%
FHLB	Aaa/AA+	2.50%	02/13/24	05/26/22	1,000,000	1,001,067	99.33	993,316	593	2.43%
FHLB	Aaa/AA+	3.25%	03/08/24	05/26/22	2,000,000	2,025,361	100.50	2,010,046	617	2.48%
US Treasury Note	Aaa/AAA	2.50%	04/30/24	05/26/22	2,000,000	2,001,485	99.21	1,984,218	670	2.46%
FFCB	Aaa/AA+	2.63%	05/16/24	05/26/22	5,000,000	5,009,895	99.42	4,970,790	686	2.52%

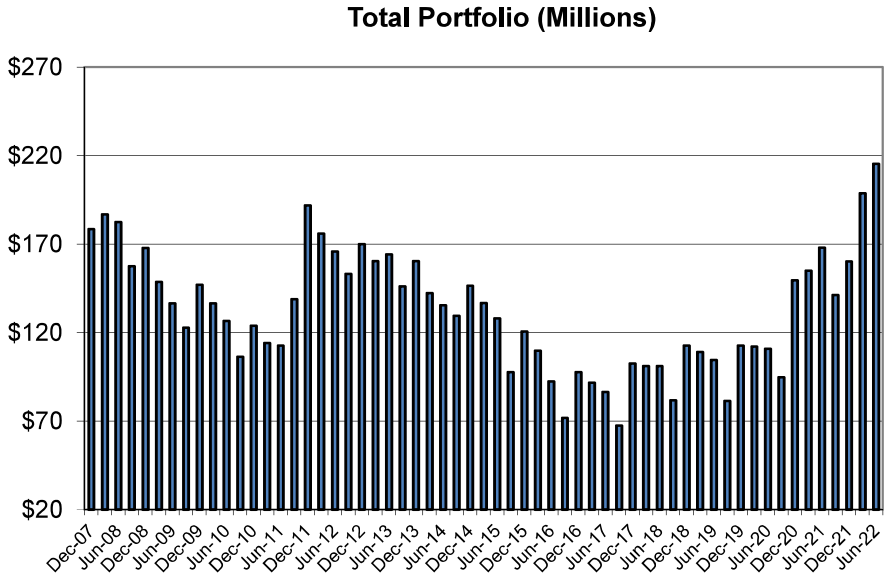
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
FFCB	Aaa/AA+	3.10%	06/24/24	06/28/22	10,000,000	9,984,774	100.17	10,017,490	725	3.18%
					$216,733,000	**$ 215,457,049**		**$215,251,076**	**275**	**1.40%**
									(1)	**(2)**

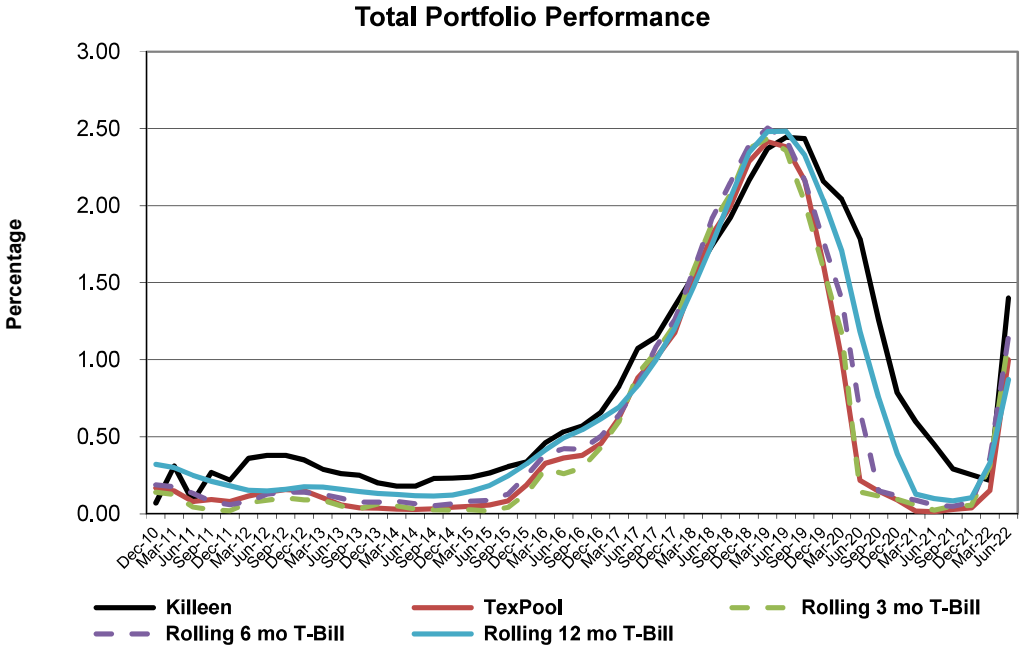
(1) Weighted average life - For purposes of calculating weighted average life, cash equivalent investments are assumed to have a one day maturity.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for cash equivalent investments.

(3) Bank Fees Offset Equivalent Yield - Compensating balance in bank operating account yielded a blended equivalent investment yield as a result of Bank fees offset.


Portfolio Composition
Securities/CDs
86%
Demand
Accounts 5%
Pools/MMA
9%


Total Portfolio (Millions)
$270
$220
$170
$120
$70
$20
Dec-07
Jun-08
Dec-08
Jun-09
Dec-09
Jun-10
Dec-10
Jun-11
Dec-11
Jun-12
Dec-12
Jun-13
Dec-13
Jun-14
Dec-14
Jun-15
Dec-15
Jun-16
Dec-16
Jun-17
Dec-17
Jun-18
Dec-18
Jun-19
Dec-19
Jun-20
Dec-20
Jun-21
Dec-21
Jun-22


Total Portfolio Performance
Percentage
3.00
2.50
2.00
1.50
1.00
0.50
0.00
Killeen
TexPool
Rolling 3 mo T-Bill
Rolling 6 mo T-Bill
Rolling 12 mo T-Bill

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 03/31/22	Increases	Decreases	Book Value 06/30/22	Market Value 03/31/22	Change in Market Value	Market Value 06/30/22
BBVA Demand Account	0.46%	07/01/22	$ 29,953,411	$ –	$ (18,776,830)	$ 11,176,581	$ 29,953,411	$ (18,776,830)	$ 11,176,581
Cash on Hand	0.00%	07/01/22	8,590	550	–	9,140	8,590	550	9,140
Hometown Cash on Hand	0.00%	07/01/22	1,000	–	–	1,000	1,000	–	1,000
Bank of America Cash	0.00%	07/01/22	126,000	–	–	126,000	126,000	–	126,000
BBVA MMA	0.38%	07/01/22	1,446,760	552	–	1,447,312	1,446,760	552	1,447,312
Prosperity Bank MMA	0.91%	07/01/22	3,392,969	–	(2,392,181)	1,000,788	3,392,969	(2,392,181)	1,000,788
Veritex Community Bank MMA	0.93%	07/01/22	8,131,350	–	(4,987,782)	3,143,567	8,131,350	(4,987,782)	3,143,567
NexBank MMA	1.19%	07/01/22	7,610,151	5,019,162	–	12,629,312	7,610,151	5,019,162	12,629,312
TexSTAR	0.99%	07/01/22	44,334,453	–	(43,009,893)	1,324,560	44,334,453	(43,009,893)	1,324,560
Prosperity Bank CD	0.40%	4/1/2022	2,515,079	–	(2,515,079)	–	2,515,079	(2,515,079)	–
Prosperity Bank CD	0.40%	5/3/2022	1,005,999	–	(1,005,999)	–	1,005,999	(1,005,999)	–
Prosperity Bank CD	0.40%	6/1/2022	2,011,997	–	(2,011,997)	–	2,011,997	(2,011,997)	–
Prosperity Bank CD	0.20%	6/1/2022	2,003,663	–	(2,003,663)	–	2,003,663	(2,003,663)	–
Bank OZK CD	0.25%	6/9/2022	1,103,447	–	(1,103,447)	–	1,103,447	(1,103,447)	–
Allegiance Bank CD	0.20%	6/9/2022	6,215,473	–	(6,215,473)	–	6,215,473	(6,215,473)	–
Prosperity Bank CD	0.40%	07/01/22	5,457,234	5,502	–	5,462,736	5,457,234	5,502	5,462,736
Prosperity Bank CD	0.20%	07/01/22	4,007,326	2,020	–	4,009,347	4,007,326	2,020	4,009,347
Veritex Community Bank CD	0.24%	07/01/22	6,014,413	3,520	–	6,017,932	6,014,413	3,520	6,017,932
Prosperity Bank CD	0.20%	08/01/22	3,006,006	1,516	–	3,007,521	3,006,006	1,516	3,007,521
Bank OZK CD	0.28%	08/01/22	6,021,052	4,266	–	6,025,317	6,021,052	4,266	6,025,317
Veritex Community Bank CD	0.18%	08/02/22	3,006,738	1,364	–	3,008,102	3,006,738	1,364	3,008,102
Veritex Community Bank CD	0.18%	9/1/2022	5,011,229	2,274	–	5,013,503	5,011,229	2,274	5,013,503
Veritex Community Bank CD	0.19%	09/30/22	5,011,854	2,400	–	5,014,254	5,011,854	2,400	5,014,254
US Treasury Bill	2.09%	10/25/22	–	6,953,362	–	6,953,362	–	6,954,822	6,954,822
US Treasury Note	1.50%	11/30/22	–	1,988,630	–	1,988,630	–	1,981,796	1,981,796
Bank OZK CD	0.28%	12/09/22	8,931,227	6,327	–	8,937,554	8,931,227	6,327	8,937,554
Prosperity Bank CD	0.20%	01/04/23	6,010,990	3,030	–	6,014,020	6,010,990	3,030	6,014,020
US Treasury Note	2.65%	02/28/23	–	9,998,063	–	9,998,063	–	9,994,140	9,994,140
US Treasury Note	1.91%	02/28/23	–	988,223	–	988,223	–	983,164	983,164
Prosperity Bank CD	0.20%	03/01/23	2,002,994	1,010	–	2,004,004	2,002,994	1,010	2,004,004
Prosperity Bank CD	0.20%	04/03/23	2,002,994	1,010	–	2,004,004	2,002,994	1,010	2,004,004
Veritex Community Bank CD	0.20%	05/01/23	1,001,497	505	–	1,002,002	1,001,497	505	1,002,002
FNMA	2.18%	05/22/23	–	983,082	–	983,082	–	977,249	977,249
Veritex Community Bank CD	0.24%	06/01/23	5,006,051	2,930	–	5,008,981	5,006,051	2,930	5,008,981
Veritex Community Bank CD	0.20%	06/01/23	2,001,984	1,009	–	2,002,993	2,001,984	1,009	2,002,993
US Treasury Note	2.88%	06/30/23	–	19,460,767	–	19,460,767	–	19,455,460	19,455,460
Veritex Community Bank CD	0.25%	07/03/23	9,311,724	5,676	–	9,317,401	9,311,724	5,676	9,317,401
Veritex Community Bank CD	0.21%	07/03/23	5,005,208	2,649	–	5,007,858	5,005,208	2,649	5,007,858
Veritex Community Bank CD	0.21%	08/01/23	5,005,208	2,649	–	5,007,858	5,005,208	2,649	5,007,858
US Treasury Note	2.43%	08/31/23	–	3,894,596	–	3,894,596	–	3,871,248	3,871,248
Veritex Community Bank CD	0.25%	09/01/23	5,006,201	3,155	–	5,009,355	5,006,201	3,155	5,009,355
FHLB	2.50%	09/08/23	–	4,992,956	–	4,992,956	–	4,970,725	4,970,725

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 03/31/22	Increases	Decreases	Book Value 06/30/22	Market Value 03/31/22	Change in Market Value	Market Value 06/30/22
US Treasury Note	2.98%	09/30/23	–	9,666,508	–	9,666,508	–	9,675,780	9,675,780
US Treasury Note	2.51%	11/30/23	–	1,944,500	–	1,944,500	–	1,933,360	1,933,360
FHLB	2.58%	12/08/23	–	8,990,000	–	8,990,000	–	8,934,552	8,934,552
US Treasury Note	2.60%	01/31/24	–	5,840,780	–	5,840,780	–	5,809,920	5,809,920
FHLB	2.43%	02/13/24	–	1,001,067	–	1,001,067	–	993,316	993,316
FHLB	2.48%	03/08/24	–	2,025,361	–	2,025,361	–	2,010,046	2,010,046
US Treasury Note	2.46%	04/30/24	–	2,001,485	–	2,001,485	–	1,984,218	1,984,218
FFCB	2.52%	05/16/24	–	5,009,895	–	5,009,895	–	4,970,790	4,970,790
FFCB	3.18%	06/24/24	–	9,984,774	–	9,984,774	–	10,017,490	10,017,490
TOTAL/AVERAGE	**1.40%**		**$ 198,682,268**	**$ 100,797,125**	**$ (84,022,343)**	**$ 215,457,049**	**$ 198,682,268**	**$ 16,568,808**	**$ 215,251,076**

Allocation – Book Value

June 30, 2022

	Maturity Date	Total	Pooled Investments	General Fund	Special Revenue	Internal Services Fund	Enterprise Funds	Employee Benefit Trust
BBVA Demand Account	07/01/22	$ 11,176,581	$ 10,769,304	$ –	$ 255,873	$ –	$ 35	$ 151,368
Cash on Hand	07/01/22	9,140	–	5,148	–	–	3,992	–
Hometown Cash on Hand	07/01/22	1,000	–	1,000	–	–	–	–
Bank of America Cash	07/01/22	126,000	–	–	–	126,000	–	–
BBVA MMA	07/01/22	1,447,312	1,447,312	–	–	–	–	–
Prosperity Bank MMA	07/01/22	1,000,788	1,000,788	–	–	–	–	–
Veritex Community Bank MMA	07/01/22	3,143,567	3,143,567	–	–	–	–	–
NexBank MMA	07/01/22	12,629,312	12,629,312	–	–	–	–	–
TexSTAR	07/01/22	1,324,560	1,324,560	–	–	–	–	–
Prosperity Bank CD	07/01/22	5,462,736	5,462,736	–	–	–	–	–
Prosperity Bank CD	07/01/22	4,009,347	4,009,347	–	–	–	–	–
Veritex Community Bank CD	07/01/22	6,017,932	6,017,932	–	–	–	–	–
Prosperity Bank CD	08/01/22	3,007,521	3,007,521	–	–	–	–	–
Bank OZK CD	08/01/22	6,025,317	6,025,317	–	–	–	–	–
Veritex Community Bank CD	08/02/22	3,008,102	3,008,102	–	–	–	–	–
Veritex Community Bank CD	9/1/2022	5,013,503	5,013,503	–	–	–	–	–
Veritex Community Bank CD	09/30/22	5,014,254	5,014,254	–	–	–	–	–
US Treasury Bill	10/25/22	6,953,362	6,953,362	–	–	–	–	–
US Treasury Note	11/30/22	1,988,630	1,988,630	–	–	–	–	–
Bank OZK CD	12/09/22	8,937,554	8,937,554	–	–	–	–	–
Prosperity Bank CD	01/04/23	6,014,020	6,014,020	–	–	–	–	–
US Treasury Note	02/28/23	9,998,063	9,998,063	–	–	–	–	–
US Treasury Note	02/28/23	988,223	988,223	–	–	–	–	–
Prosperity Bank CD	03/01/23	2,004,004	2,004,004	–	–	–	–	–
Prosperity Bank CD	04/03/23	2,004,004	2,004,004	–	–	–	–	–
Veritex Community Bank CD	05/01/23	1,002,002	1,002,002	–	–	–	–	–
FNMA	05/22/23	983,082	983,082	–	–	–	–	–
Veritex Community Bank CD	06/01/23	5,008,981	5,008,981	–	–	–	–	–
Veritex Community Bank CD	06/01/23	2,002,993	2,002,993	–	–	–	–	–
US Treasury Note	06/30/23	19,460,767	19,460,767	–	–	–	–	–
Veritex Community Bank CD	07/03/23	9,317,401	9,317,401	–	–	–	–	–
Veritex Community Bank CD	07/03/23	5,007,858	5,007,858	–	–	–	–	–
Veritex Community Bank CD	08/01/23	5,007,858	5,007,858	–	–	–	–	–
US Treasury Note	08/31/23	3,894,596	3,894,596	–	–	–	–	–
Veritex Community Bank CD	09/01/23	5,009,355	5,009,355	–	–	–	–	–
FHLB	09/08/23	4,992,956	4,992,956	–	–	–	–	–
US Treasury Note	09/30/23	9,666,508	9,666,508	–	–	–	–	–
US Treasury Note	11/30/23	1,944,500	1,944,500	–	–	–	–	–
FHLB	12/08/23	8,990,000	8,990,000	–	–	–	–	–
US Treasury Note	01/31/24	5,840,780	5,840,780	–	–	–	–	–

Allocation – Book Value

June 30, 2022

	Maturity Date	Total	Pooled Investments	General Fund	Special Revenue	Internal Services Fund	Enterprise Funds	Employee Benefit Trust
FHLB	02/13/24	1,001,067	1,001,067	–	–	–	–	–
FHLB	03/08/24	2,025,361	2,025,361	–	–	–	–	–
US Treasury Note	04/30/24	2,001,485	2,001,485	–	–	–	–	–
FFCB	05/16/24	5,009,895	5,009,895	–	–	–	–	–
FFCB	06/24/24	9,984,774	9,984,774	–	–	–	–	–
Totals		**$ 215,457,049**	**$ 214,913,632**	**$ 6,148**	**$ 255,873**	**$ 126,000**	**$ 4,027**	**$ 151,368**

Allocation – Market Value

June 30, 2022

	Maturity Date	Total	Pooled Investments	General Fund	Special Revenue	Internal Services Fund	Enterprise Funds	Employee Benefit Trust
BBVA Demand Account	07/01/22	$ 11,176,581	$ 10,769,304	$ –	$ 255,873	$ –	$ 35	$ 151,368
Cash on Hand	07/01/22	9,140	–	5,148	–	–	3,992	–
Hometown Cash on Hand	07/01/22	1,000	–	1,000	–	–	–	–
Bank of America Cash	07/01/22	126,000	–	–	–	126,000	–	–
BBVA MMA	07/01/22	1,447,312	1,447,312	–		–	–	–
Prosperity Bank MMA	07/01/22	1,000,788	1,000,788	–	–	–	–	–
Veritex Community Bank MMA	07/01/22	3,143,567	3,143,567	–	–	–	–	–
NexBank MMA	07/01/22	12,629,312	12,629,312	–	–	–	–	–
TexSTAR	07/01/22	1,324,560	1,324,560	–	–	–	–	–
Prosperity Bank CD	07/01/22	5,462,736	5,462,736	–	–	–	–	–
Prosperity Bank CD	07/01/22	4,009,347	4,009,347	–	–	–	–	–
Veritex Community Bank CD	07/01/22	6,017,932	6,017,932	–	–	–	–	–
Prosperity Bank CD	08/01/22	3,007,521	3,007,521	–	–	–	–	–
Bank OZK CD	08/01/22	6,025,317	6,025,317	–	–	–	–	–
Veritex Community Bank CD	08/02/22	3,008,102	3,008,102	–	–	–	–	–
Veritex Community Bank CD	9/1/2022	5,013,503	5,013,503	–	–	–	–	–
Veritex Community Bank CD	09/30/22	5,014,254	5,014,254	–	–	–	–	–
US Treasury Bill	10/25/22	6,954,822	6,954,822	–	–	–	–	–
US Treasury Note	11/30/22	1,981,796	1,981,796	–	–	–	–	–
Bank OZK CD	12/09/22	8,937,554	8,937,554	–	–	–	–	–
Prosperity Bank CD	01/04/23	6,014,020	6,014,020	–	–	–	–	–
US Treasury Note	02/28/23	9,994,140	9,994,140	–	–	–	–	–
US Treasury Note	02/28/23	983,164	983,164	–	–	–	–	–
Prosperity Bank CD	03/01/23	2,004,004	2,004,004	–	–	–	–	–
Prosperity Bank CD	04/03/23	2,004,004	2,004,004	–	–	–	–	–
Veritex Community Bank CD	05/01/23	1,002,002	1,002,002	–	–	–	–	–
FNMA	05/22/23	977,249	977,249	–	–	–	–	–
Veritex Community Bank CD	06/01/23	5,008,981	5,008,981	–	–	–	–	–
Veritex Community Bank CD	06/01/23	2,002,993	2,002,993	–	–	–	–	–
US Treasury Note	06/30/23	19,455,460	19,455,460	–	–	–	–	–
Veritex Community Bank CD	07/03/23	9,317,401	9,317,401	–	–	–	–	–
Veritex Community Bank CD	07/03/23	5,007,858	5,007,858	–	–	–	–	–
Veritex Community Bank CD	08/01/23	5,007,858	5,007,858	–	–	–	–	–
US Treasury Note	08/31/23	3,871,248	3,871,248	–	–	–	–	–
Veritex Community Bank CD	09/01/23	5,009,355	5,009,355	–	–	–	–	–
FHLB	09/08/23	4,970,725	4,970,725	–	–	–	–	–
US Treasury Note	09/30/23	9,675,780	9,675,780	–	–	–	–	–
US Treasury Note	11/30/23	1,933,360	1,933,360	–	–	–	–	–
FHLB	12/08/23	8,934,552	8,934,552	–	–	–	–	–
US Treasury Note	01/31/24	5,809,920	5,809,920	–	–	–	–	–

Allocation – Market Value

June 30, 2022

	Maturity Date	Total	Pooled Investments	General Fund	Special Revenue	Internal Services Fund	Enterprise Funds	Employee Benefit Trust
FHLB	02/13/24	993,316	993,316	–	–	–	–	–
FHLB	03/08/24	2,010,046	2,010,046	–	–	–	–	–
US Treasury Note	04/30/24	1,984,218	1,984,218	–	–	–	–	–
FFCB	05/16/24	4,970,790	4,970,790	–	–	–	–	–
FFCB	06/24/24	10,017,490	10,017,490	–	–	–	–	–
Totals		**$ 215,251,076**	**$ 214,707,659**	**$ 6,148**	**$ 255,873**	**$ 126,000**	**$ 4,027**	**$ 151,368**

Allocation

March 31, 2022

Book & Market Value	Maturity Date	Total	Pooled Investments	General Fund	Special Revenue	Internal Services Fund	Enterprise Funds	Employee Benefit Trust
BBVA Demand Account	04/01/22	$ 29,953,411	$ 29,696,778	$ –	$ 99,656	$ –	$ 35	$ 156,942
Cash on Hand	04/01/22	8,590	–	4,598	–	–	3,992	–
Hometown Cash on Hand	04/01/22	1,000	–	1,000	–	–	–	–
Bank of America Cash	04/01/22	126,000	–	–	–	126,000	–	–
BBVA MMA	04/01/22	1,446,760	1,446,760	–	–	–	–	–
Prosperity Bank MMA	04/01/22	3,392,969	3,392,969	–	–	–	–	–
Veritex Community Bank MMA	04/01/22	8,131,350	8,131,350	–	–	–	–	–
NexBank MMA	04/01/22	7,610,151	7,610,151	–	–	–	–	–
TexSTAR	04/01/22	44,334,453	44,334,453	–	–	–	–	–
Prosperity Bank CD	4/1/2022	2,515,079	2,515,079	–	–	–	–	–
Prosperity Bank CD	5/3/2022	1,005,999	1,005,999	–	–	–	–	–
Prosperity Bank CD	6/1/2022	2,011,997	2,011,997	–	–	–	–	–
Prosperity Bank CD	6/1/2022	2,003,663	2,003,663	–	–	–	–	–
Bank OZK CD	6/9/2022	1,103,447	1,103,447	–	–	–	–	–
Allegiance Bank CD	6/9/2022	6,215,473	6,215,473	–	–	–	–	–
Prosperity Bank CD	7/1/2022	5,457,234	5,457,234	–	–	–	–	–
Prosperity Bank CD	7/1/2022	4,007,326	4,007,326	–	–	–	–	–
Veritex Community Bank CD	7/1/2022	6,014,413	6,014,413	–	–	–	–	–
Prosperity Bank CD	8/1/2022	3,006,006	3,006,006	–	–	–	–	–
Bank OZK CD	8/1/2022	6,021,052	6,021,052	–	–	–	–	–
Veritex Community Bank CD	8/2/2022	3,006,738	3,006,738	–	–	–	–	–
Veritex Community Bank CD	9/1/2022	5,011,229	5,011,229	–	–	–	–	–
Veritex Community Bank CD	9/30/2022	5,011,854	5,011,854	–	–	–	–	–
Bank OZK CD	12/9/2022	8,931,227	8,931,227	–	–	–	–	–
Prosperity Bank CD	1/4/2023	6,010,990	6,010,990	–	–	–	–	–
Prosperity Bank CD	3/1/2023	2,002,994	2,002,994	–	–	–	–	–
Prosperity Bank CD	4/3/2023	2,002,994	2,002,994	–	–	–	–	–
Veritex Community Bank CD	5/1/2023	1,001,497	1,001,497	–	–	–	–	–
Veritex Community Bank CD	6/1/2023	5,006,051	5,006,051	–	–	–	–	–
Veritex Community Bank CD	6/1/2023	2,001,984	2,001,984	–	–	–	–	–
Veritex Community Bank CD	7/3/2023	9,311,724	9,311,724	–	–	–	–	–
Veritex Community Bank CD	7/3/2023	5,005,208	5,005,208	–	–	–	–	–
Veritex Community Bank CD	8/1/2023	5,005,208	5,005,208	–	–	–	–	–
Veritex Community Bank CD	9/1/2023	5,006,201	5,006,201	–	–	–	–	–
Totals		**$ 198,682,268**	**$ 198,290,045**	**$ 5,598**	**$ 99,656**	**$ 126,000**	**$ 4,027**	**$ 156,942**

PUBLIC FUNDS ADVISORY

City of Killeen

Quarterly Investment Report

PRESENTED BY:

JASON HEADINGS - SR. VICE PRESIDENT
SCOTT GRUBER - DIRECTOR, ADVISORY SERVICES

SEPTEMBER 30, 2022

MEEDER
PUBLIC FUNDS
PATTERSON GROUP

Compliance Certification

MEEDER
PUBLIC FUNDS | PATTERSON GROUP

The undersigned have acknowledged that they have reviewed this quarterly investment report for the period ending September 30, 2022. The City officials designated as investment officers by the City's Investment Policy attest that all investments are in compliance with the Texas Public Funds Investment Act and the City's Investment Policy.

City Manager

Judith Tangalin

Digitally signed by Judith Tangalin
DN: cn=Judith Tangalin, o, ou=City of Killeen, email=jtangalin@killeentexas.gov, c=US
Date: 2022.11.17 11:40:36 -06'00'

Interim Executive Director of Finance

Executive Summary

MEEDER
PUBLIC FUNDS | PATTERSON GROUP

- Through the September meeting Fed officials have now raised the Federal Funds target rate to the top end range of 3.00% with anticipation that they will hike two more times by year-end. The current hiking cycle is the fastest pace and most aggressive stance they have taken with the primary focus being to tame inflation as quickly as possible. Some leading economic indicators suggest some cooling pressures around the economy, but the Fed continues to cite a strong labor market as reason we could get a soft landing with respect to an economic downturn or recession

- Going forward, the City should expect the following areas of focus:
  - Continued cash flow analysis to identify the proper amount to be invested longer-term vs remaining liquid; and
  - Building balances in the longer end of the allowable maturity range within the portfolio while ensuring maturities are matched to upcoming debt payments within 1 year.
  - Continue to analyze the current portfolio for potential opportunities to restructure the portfolio for increased interest income. With the possibility of adding commercial paper to the portfolio with the proposed policy changes, we will be able to swap out of some existing securities into higher yielding commercial paper securities without impacting the weighted average maturity of the portfolio.

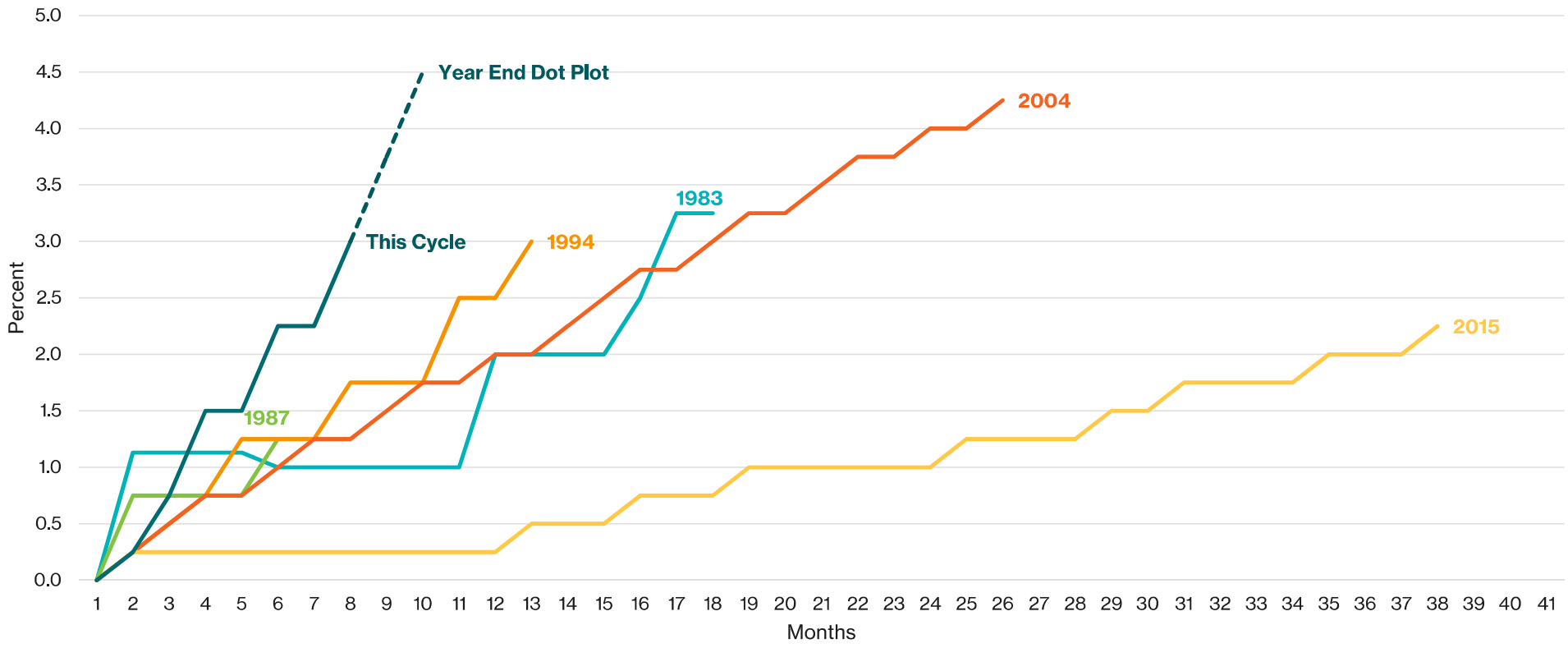
MEEDER

PUBLIC FUNDS
PATTERSON GROUP

Economic Update

Fastest Rate Hiking Cycle

The current hiking cycle has been faster than each of the cycles since 1983

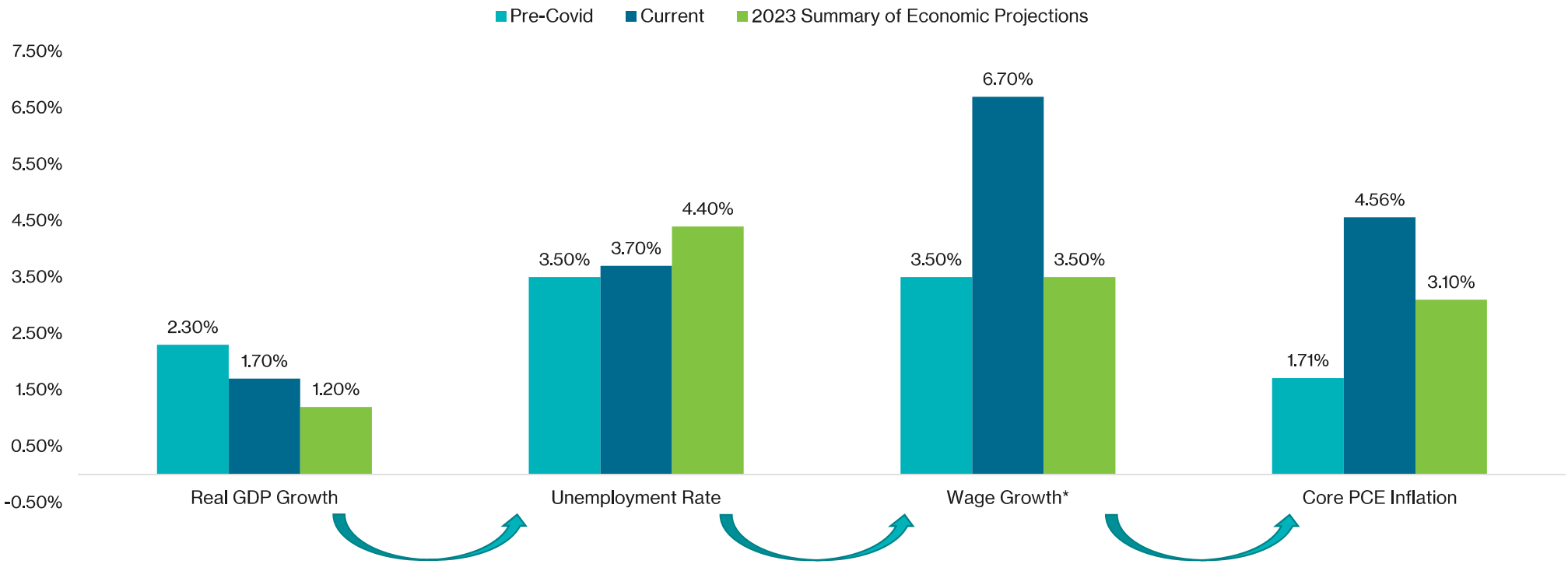


SOURCE: BLOOMBERG

FOR INFORMATIONAL PURPOSES ONLY. SEE IMPORTANT DISCLOSURES AT THE END OF THE PRESENTATION.

Transmission Effect of Federal Reserve Hikes

Slowdown Required to Rebalance the Labor Market and Calm Wage Growth and Inflation



Below Potential GDP growth reduces labor demand and narrows the jobs-workers gap

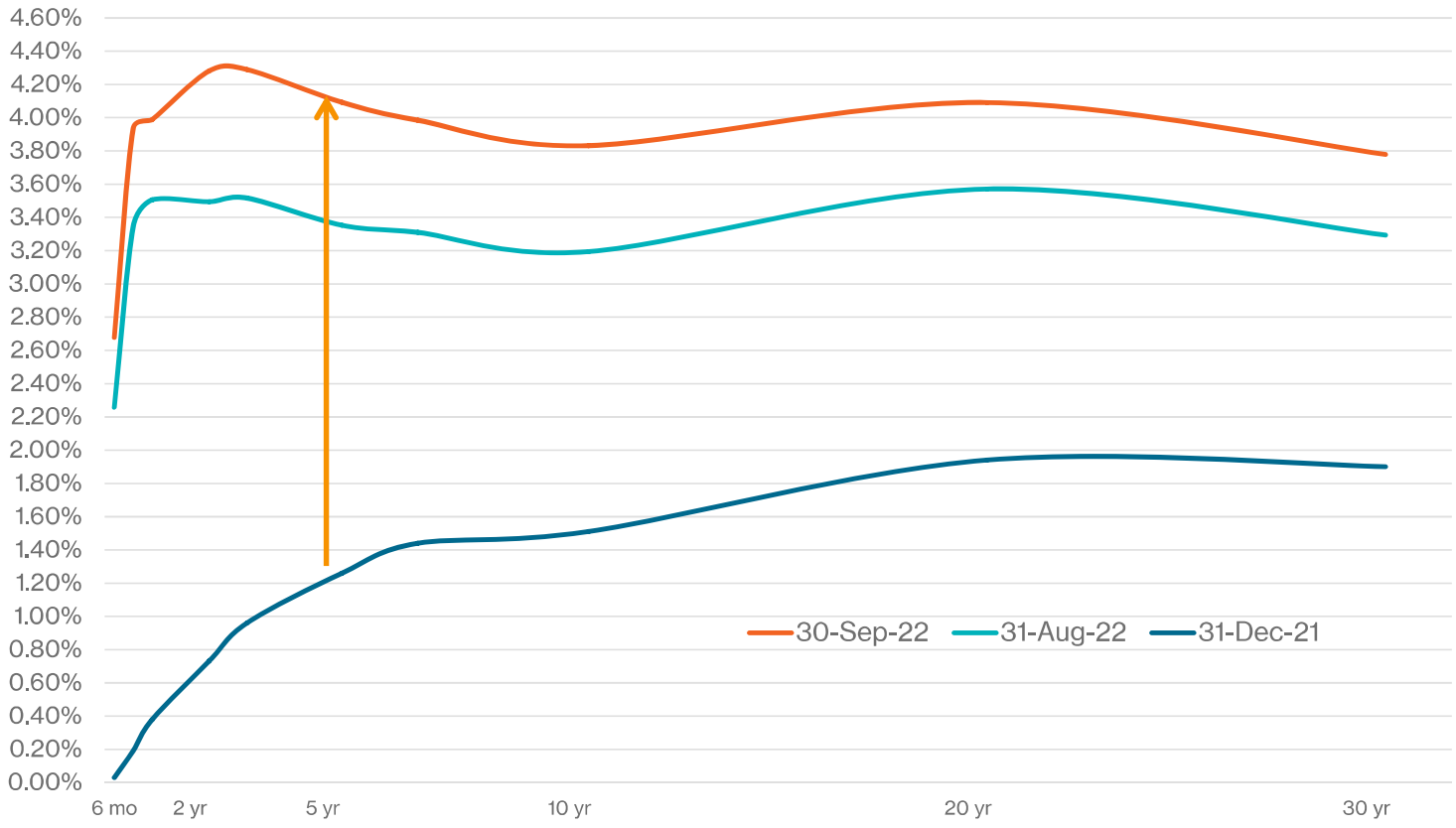
...which lowers annual wage growth to pre-covid levels

...to eventually bring inflation down to FED policy goals

SOURCE: WAGE GROWTH – FEDERAL RESERVE BANK OF ATLANTA, SUMMARY OF ECONOMIC PROJECTIONS – FEDERAL RESERVE BOARD OF GOVERNORS , BLOOMBERG

FOR INFORMATIONAL PURPOSES ONLY. SEE IMPORTANT DISCLOSURES AT THE END OF THE PRESENTATION.

US Treasury Yield Curves



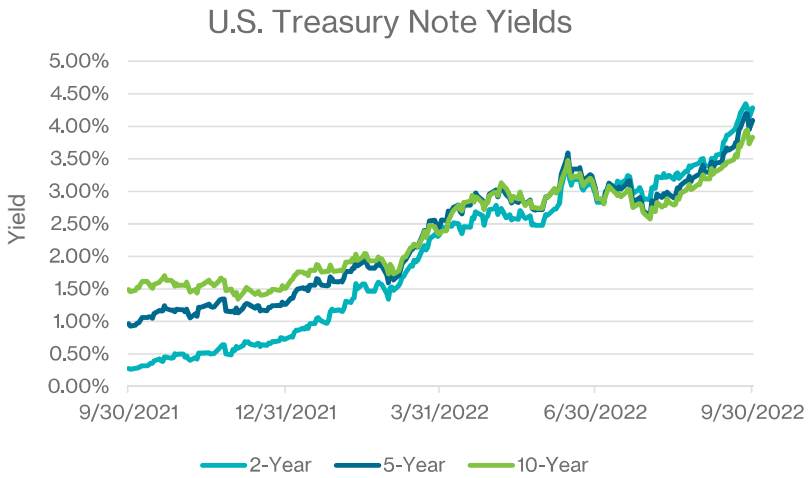
- Yield curve reflects Fed's guidance on faster pace of rate hikes
- Shape of the curve has flattened due to increased risk of recession
- Yield curve inversion as 2-year to 10-year spreads are negative

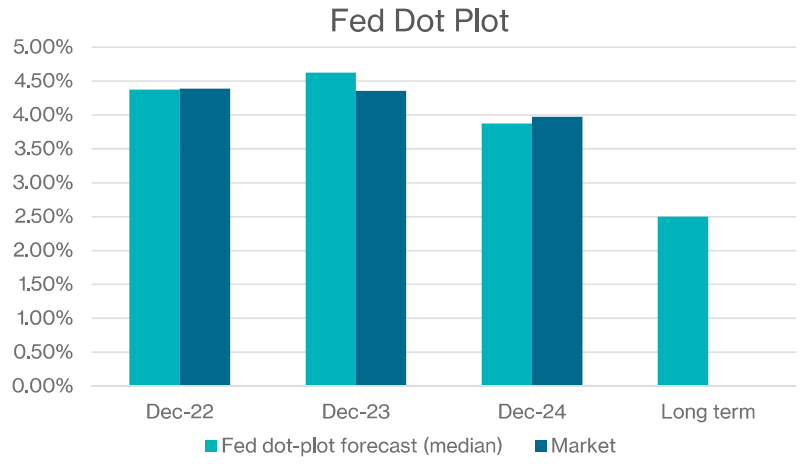
SOURCE: BLOOMBERG AS OF 09/30/2022

FOR INFORMATIONAL PURPOSES ONLY. SEE IMPORTANT DISCLOSURES AT THE END OF THE PRESENTATION.

Rates at a Glance

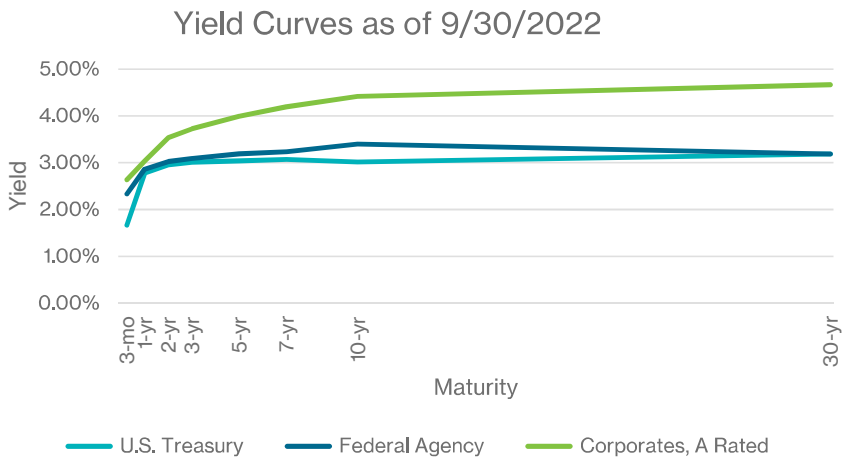
MEEDER
PUBLIC FUNDS | PATTERSON GROUP





U.S. Treasury Yields

Maturity	Sep '22	Jun '22	Change over Quarter	Sep '21	Change over Year
3-Month	3.27%	1.67%	1.60%	0.04%	3.23%
1-Year	3.99%	2.78%	1.21%	0.07%	3.92%
2-Year	4.28%	2.96%	1.32%	0.28%	4.00%
5-Year	4.09%	3.04%	1.05%	0.97%	3.13%
10-Year	3.83%	3.02%	0.82%	1.49%	2.34%
30-Year	3.78%	3.19%	0.59%	2.05%	1.73%



8 SOURCE: CME, BLOOMBERG AS OF 9/30/2022

MEEDER

PUBLIC FUNDS
PATTERSON GROUP

Portfolio Review

Quarterly Portfolio Summary – All Funds

MEEDER
PUBLIC FUNDS | PATTERSON GROUP

This quarterly report is prepared in compliance with the Investment Policy and Strategy of the City of Killeen and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of June 30, 2022		Portfolio as of September 30, 2022	
Beginning Book Value	$215,457,049	Ending Book Value	$193,568,434
Beginning Market Value	$215,251,076	Ending Market Value	$192,246,993
Unrealized Gain/(Loss)	($205,973)	Unrealized Gain/(Loss)	($1,321,441)
		Change in Unrealized Gain/(Loss)	($1,115,468)
Weighted Average Maturity	275 days	Weighted Average Maturity	228 days
Weighted Average Yield	1.40%	Weighted Average Yield	1.64%

Portfolio Market Value by Fund	6/30/2022	9/30/2022	Change
Pooled Investments	$214,913,632.00	$191,638,239.14	($23,275,392.86)
Internal Services Fund	$126,000.00	$79,421.28	($46,578.72)
Employee Benefits Trust Fund	$151,368.39	$65,343.69	($86,024.70)
Enterprise Funds	$4,027.12	$4,027.12	$0.00
General Fund	$6,147.70	$80,453.33	$74,305.63
Special Revenue Fund	$255,873.30	$379,508.31	$123,635.01
Total	**$215,457,048.51**	**$192,246,992.87**	**($23,210,055.64)**

Portfolio Summary – Investment Pool

As of 9/30/2022

MEEDER
PUBLIC FUNDS | PATTERSON GROUP

Your Portfolio

Cash/LGIPs	$45,571,936
Securities Book Value	$147,387,745
Total Portfolio Book Value	$192,959,681

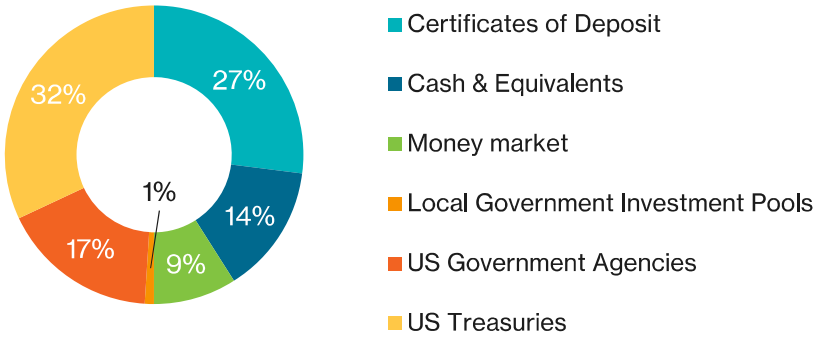
Your Securities

Weighted Average Maturity	0.62 years
Weighted Average Yield	1.65%

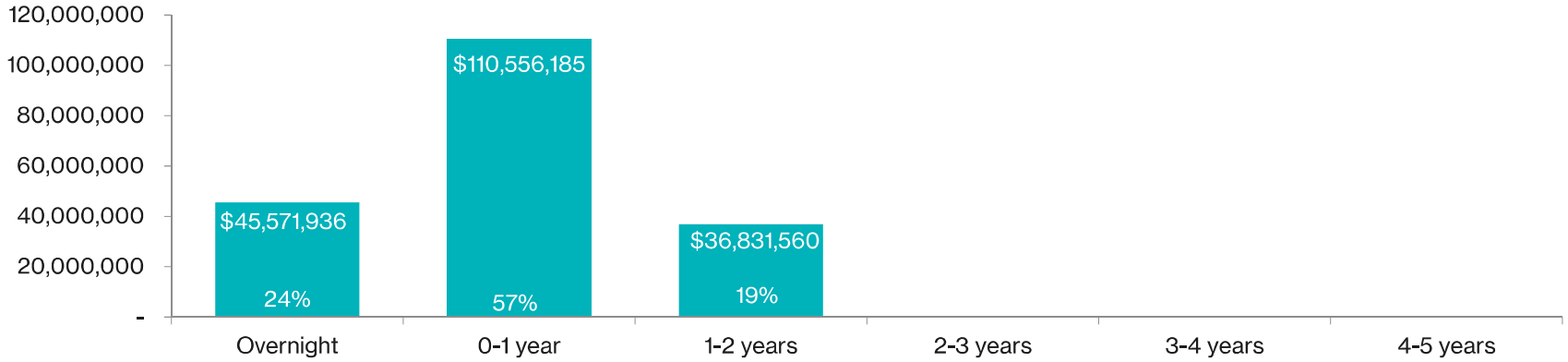
Income

Quarterly Interest Income	$708,590
Year-to-date Interest Income	$1,151,761

Your Asset Allocation



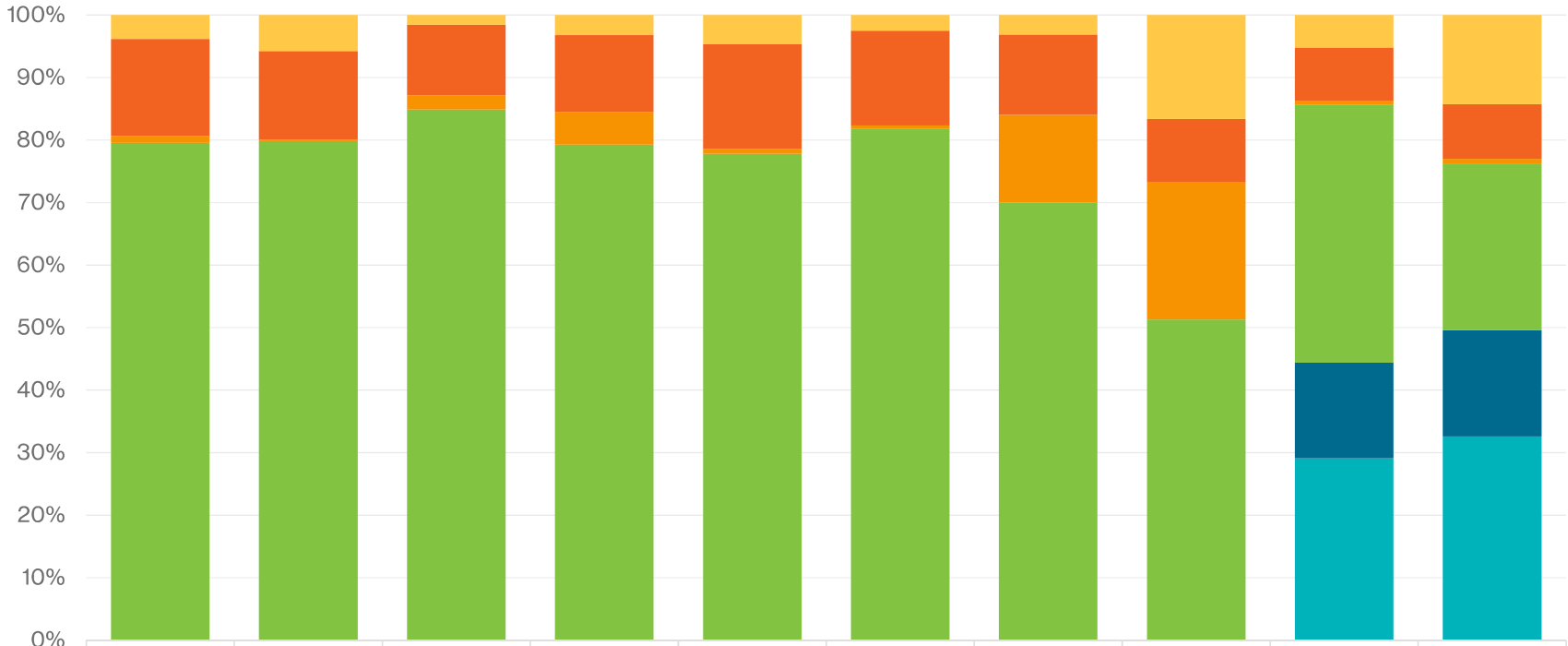
Your Maturity Distribution



YIELD AND INTEREST INCOME INFORMATION IS ANNUALIZED. ALL YIELD INFORMATION IS SHOWN GROSS OF ANY ADVISORY AND CUSTODY FEES AND IS BASED ON YIELD TO MATURITY AT COST.
PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE RESULTS.

Asset Composition

MEEDER
PUBLIC FUNDS | PATTERSON GROUP



	Jun-20	Sep-20	Dec-20	Mar-21	Jun-21	Sep-21	Dec-21	Mar-22	Jun-22	Sep-22
Cash	3.84%	5.76%	1.58%	3.20%	4.66%	2.51%	3.11%	16.59%	5.19%	14.28%
Money Market	15.52%	14.14%	11.23%	12.32%	16.75%	15.13%	12.83%	10.18%	8.52%	8.71%
LGIPs	1.07%	0.24%	2.31%	5.23%	0.79%	0.59%	14.02%	21.93%	0.61%	0.87%
Certificates of Deposit	79.57%	79.86%	84.88%	79.26%	77.80%	81.76%	70.03%	51.29%	41.26%	26.53%
U.S. Government Agencies	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	15.31%	17.04%
U.S. Treasury Securities	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	29.11%	32.57%

Disclosures

MEEDER
PUBLIC FUNDS | PATTERSON GROUP

PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS.

Opinions and forecasts regarding markets, securities, products, portfolios or holdings are given as of the date provided and are subject to change at any time. No offer to sell, solicitation, or recommendation of any security or investment product is intended. Certain information and data has been supplied by unaffiliated third-parties as indicated. Although Meeder believes the information is reliable, it cannot warrant the accuracy, timeliness or suitability of the information or materials offered by third-parties.

Estimates and illustrations of expected yield for illustrated portfolios is hypothetical in nature, does not reflect actual investment results, and does not guarantee future returns. Hypothetical illustrations are offered to illustrate the yield expected from classes of securities and do not reflect actual securities available for investment. Estimates of current yield are generated from indexes and other information deemed by the adviser to provide a reliable estimate of the current yield available from investments in that asset class. Securities indices are unmanaged and investments cannot be made directly in an index. Yield assumptions were developed with the benefit of hindsight and the securities purchased for such an account may generate more or less than the illustrated yield.

Investment advisory services provided by Meeder Public Funds, Inc.

Meeder Public Funds
Patterson Group

Barton Oaks Plaza II
901 S. MoPac Expy
Suite 195
Austin, Texas
78746

800.817.2442

MEEDER

PUBLIC FUNDS
PATTERSON GROUP

Patterson-MPF.com

FY 2022 THIRD AND FOURTH QUARTER INVESTMENT REPORTS

RS-22-173

November 29, 2022

Quarter Ended June 30, 2022

Summary

Quarter End Results by Investment Category:

Asset Type	March 31, 2022 Book Value	March 31, 2022 Market Value	June 30, 2022 Book Value	June 30, 2022 Market Value	Ave. Yield
Demand Accounts	$ 29,963,000	$ 29,963,000	$ 11,186,721	$ 11,186,721	0.46%
Pools/MMA	65,041,682	65,041,682	19,671,540	19,671,540	1.05%
Securities/CDs	103,677,585	103,677,585	184,598,788	184,392,815	1.49%
Totals	**$ 198,682,268**	**$ 198,682,268**	**$ 215,457,049**	**$ 215,251,076**	1.40%

Current Quarter Average Yield *(1)*	
Total Portfolio	1.40%
Rolling Three Month Treasury	1.13%
Rolling Six Month Treasury	1.15%
TexPool	1.00%

Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	0.62%
Rolling Three Month Treasury	0.50%
Rolling Six Month Treasury	0.53%
TexPool	0.40%

	Interest Earnings (Approximate)	Bank Fees Offset
Quarterly	$ 266,297	$ 24,352
Year-to-date	$ 443,171	$ 52,917

(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Weighted Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Quarter Ended September 30, 2022

PUBLIC FUNDS ADVISORY

City of Killeen

Quarterly Investment Report

PRESENTED BY:

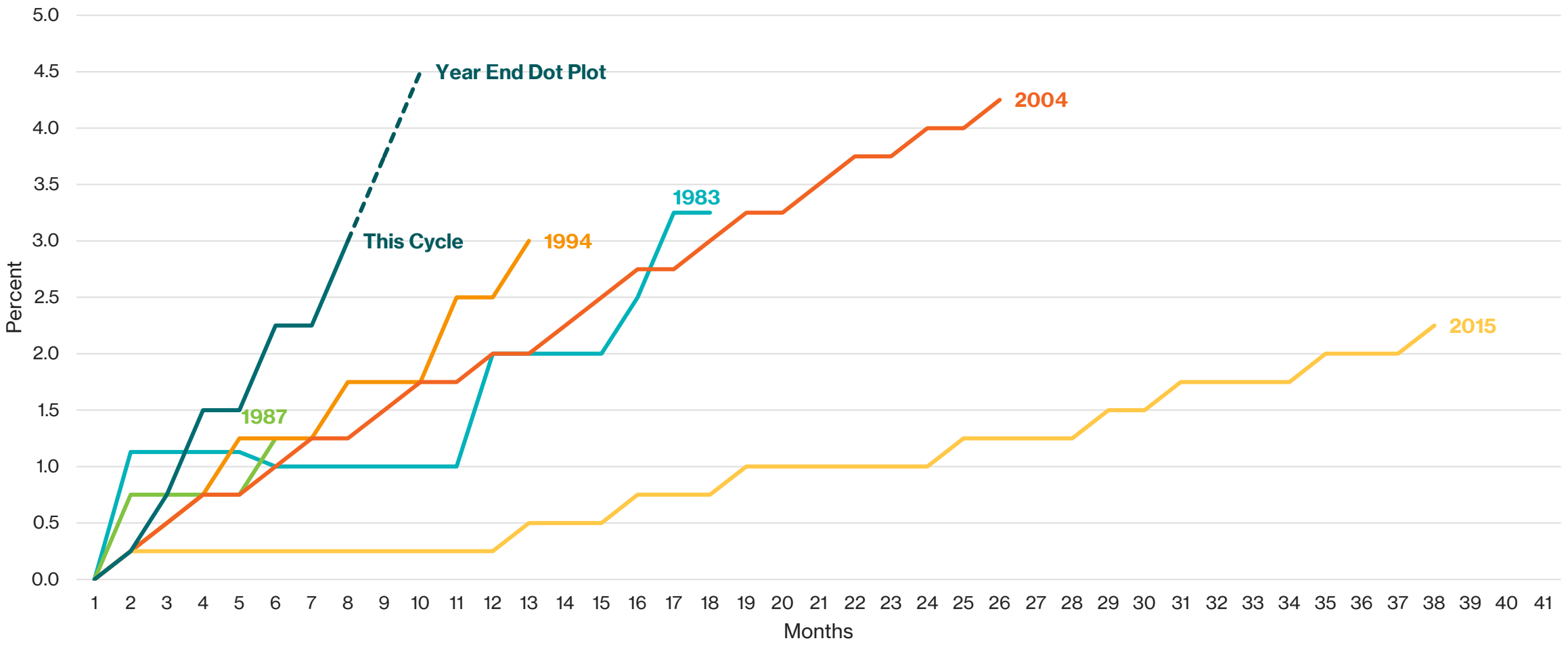
JASON HEADINGS - SR. VICE PRESIDENT
SCOTT GRUBER - DIRECTOR, ADVISORY SERVICES

SEPTEMBER 30, 2022

MEEDER
PUBLIC FUNDS
PATTERSON GROUP

Fastest Rate Hiking Cycle

The current hiking cycle has been faster than each of the cycles since 1983

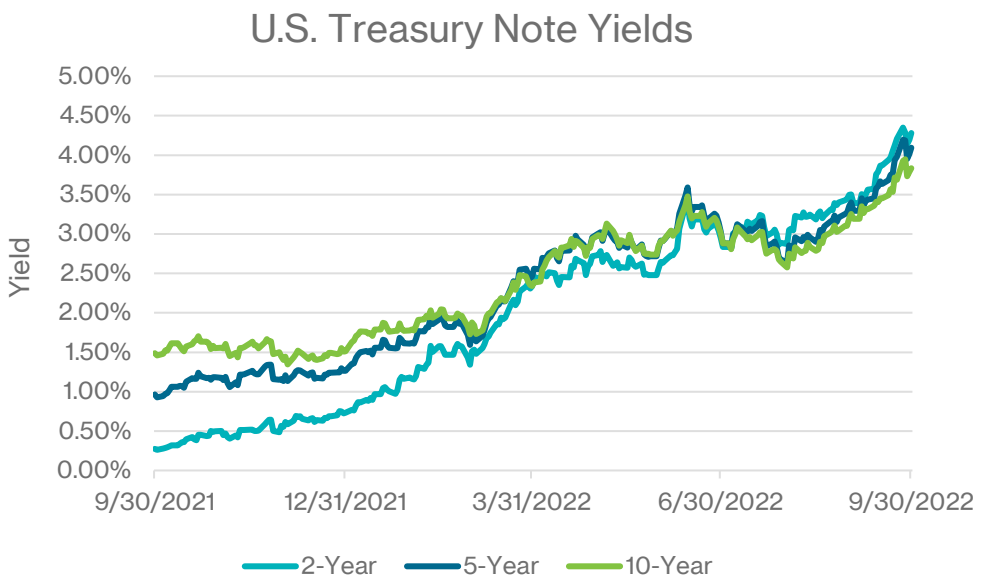


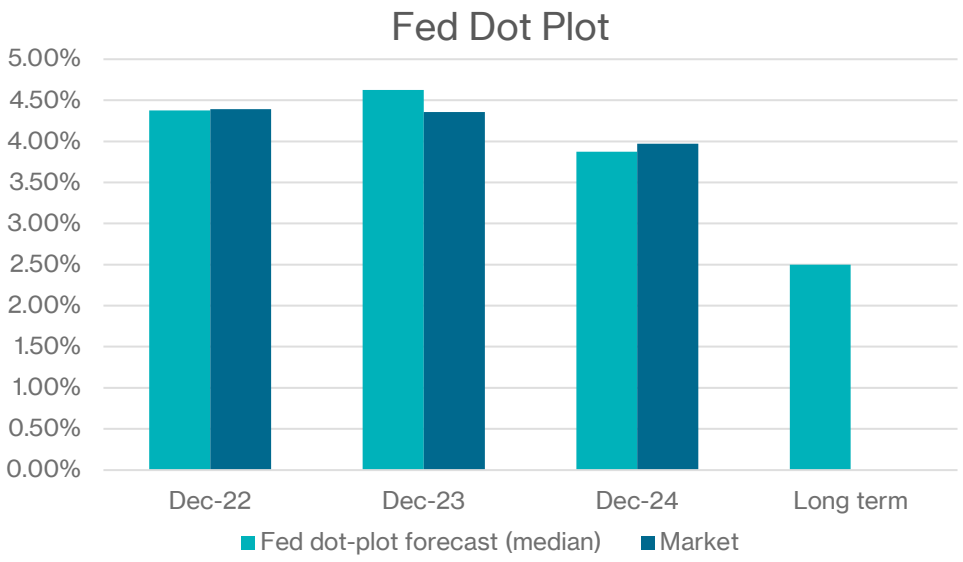
SOURCE: BLOOMBERG

FOR INFORMATIONAL PURPOSES ONLY. SEE IMPORTANT DISCLOSURES AT THE END OF THE PRESENTATION.

Rates at a Glance

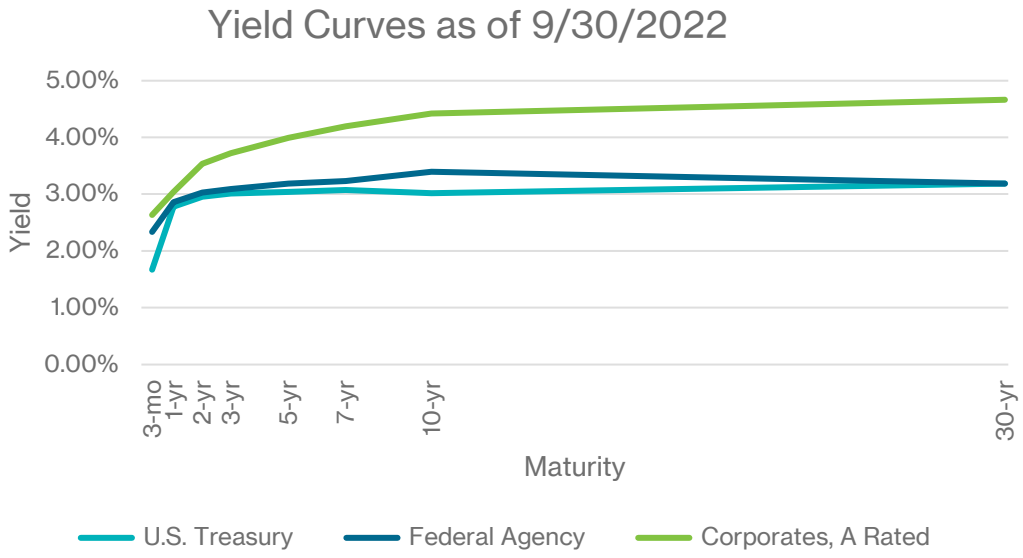
MEEDER
PUBLIC FUNDS | PATTERSON GROUP





U.S. Treasury Yields

Maturity	Sep '22	Jun '22	Change over Quarter	Sep '21	Change over Year
3-Month	3.27%	1.67%	1.60%	0.04%	3.23%
1-Year	3.99%	2.78%	1.21%	0.07%	3.92%
2-Year	4.28%	2.96%	1.32%	0.28%	4.00%
5-Year	4.09%	3.04%	1.05%	0.97%	3.13%
10-Year	3.83%	3.02%	0.82%	1.49%	2.34%
30-Year	3.78%	3.19%	0.59%	2.05%	1.73%



SOURCE: CME, BLOOMBERG AS OF 9/30/2022

Quarterly Portfolio Summary – All Funds

MEEDER
PUBLIC FUNDS | PATTERSON GROUP

This quarterly report is prepared in compliance with the Investment Policy and Strategy of the City of Killeen and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of June 30, 2022		Portfolio as of September 30, 2022	
Beginning Book Value	$215,457,049	Ending Book Value	$193,568,434
Beginning Market Value	$215,251,076	Ending Market Value	$192,246,993
Unrealized Gain/(Loss)	($205,973)	Unrealized Gain/(Loss)	($1,321,441)
		Change in Unrealized Gain/(Loss)	($1,115,468)
Weighted Average Maturity	275 days	Weighted Average Maturity	228 days
Weighted Average Yield	1.40%	Weighted Average Yield	1.64%

Portfolio Market Value by Fund	6/30/2022	9/30/2022	Change
Pooled Investments	$214,913,632.00	$191,638,239.14	($23,275,392.86)
Internal Services Fund	$126,000.00	$79,421.28	($46,578.72)
Employee Benefits Trust Fund	$151,368.39	$65,343.69	($86,024.70)
Enterprise Funds	$4,027.12	$4,027.12	$0.00
General Fund	$6,147.70	$80,453.33	$74,305.63
Special Revenue Fund	$255,873.30	$379,508.31	$123,635.01
Total	**$215,457,048.51**	**$192,246,992.87**	**($23,210,055.64)**

Portfolio Summary – Investment Pool

As of 9/30/2022

MEEDER
PUBLIC FUNDS | PATTERSON GROUP

Your Portfolio

Cash/LGIPs	$45,571,936
Securities Book Value	$147,387,745
Total Portfolio Book Value	$192,959,681

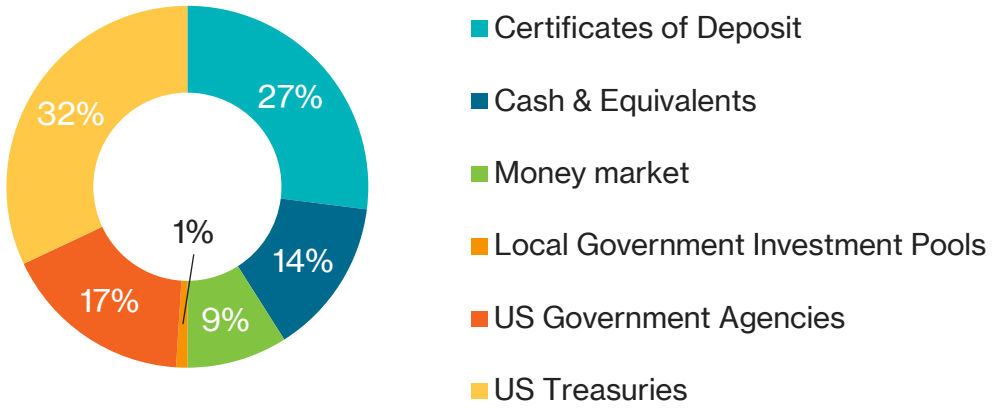
Your Securities

Weighted Average Maturity	0.62 years
Weighted Average Yield	1.65%

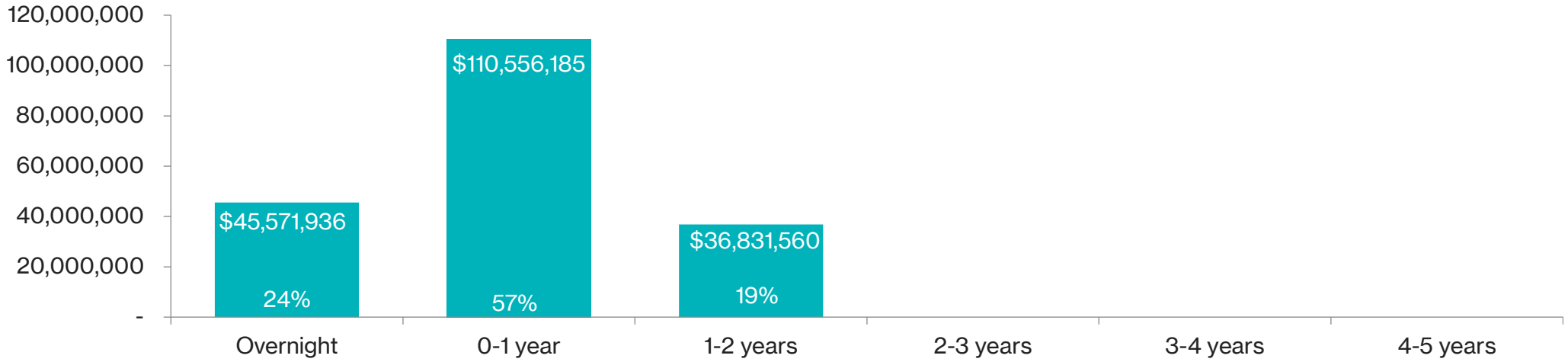
Income

Quarterly Interest Income	$708,590
Year-to-date Interest Income	$1,151,761

Your Asset Allocation



Your Maturity Distribution



YIELD AND INTEREST INCOME INFORMATION IS ANNUALIZED. ALL YIELD INFORMATION IS SHOWN GROSS OF ANY ADVISORY AND CUSTODY FEES AND IS BASED ON YIELD TO MATURITY AT COST.
PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE RESULTS.

City of Killeen

Staff Report

File Number: RS-22-174

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

DATE: **November 29, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Edwin Revell, Executive Director Development Services**

SUBJECT: **Adoption of the 2022 Pavement Design Manual**

BACKGROUND AND FINDINGS:

The City is currently working to update the pavement design requirements throughout the City. The pavement design manual will allow for requirements to extend the design life of the pavement before necessary repairs will be needed. It was observed in the recent winter storms that the repair needs on the existing roadways is a high cost and will take time to "catch up." To address this issue, staff has worked to improve our design standards with the development of a new Pavement Design Manual (PDM). The City contracted with Raba Kistner Consultants, Inc. in September of 2020 to develop a PDM based on current practices and methods used in the surrounding area. The design methodology follows TXDOT's current Flexible Pavement Design System (FPS21) design software program published in 2021. This program and design methodology has been used and adopted by several cities throughout Texas. The manual requires a geotechnical analysis and pavement design for all arterial roadways. For local residential roadways there is a minimum standard table provided for areas that meet the soils requirement without a geotechnical pavement design. The adoption of this resolution will ensure all references related to the pavement design manual in City Code and published standards will be for the 2022 Pavement Design Manual.

The PDM will allow the City to better manage the design and construction of the its infrastructure and will provide clear and consistent guidance to developers.

THE ALTERNATIVES CONSIDERED:

1. Take no action
2. Request a modification or further studies to the Pavement Design Manual
3. Approve and adopt the 2022 Pavement Design Manual

Which alternative is recommended? Why?

Alternate 3 is recommended by staff. The need for improved pavement design standards will help assist the City in maintenance of the roadways by extending the time before repairs are needed.

CONFORMITY TO CITY POLICY:

This complies with City Policy as established by Chapter 26, Subdivisions and Other Property Developments, and ensures the health, safety and general welfare of the city and the safe, orderly, and healthful developments of the city. In addition, this amendment fully comports with several Comprehensive Plan recommendations including:

LU1.2 Revamp the city's transportation policies and design standards to support walkable neighborhood and safe street principles.

MC6.4 Update design standards to reduce pavement and lane widths to reduce maintenance and construction costs and slow cars down to improve safety.

FINANCIAL IMPACT:

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

This action requires no expenditures at this time.

Is this a one-time or recurring expenditure?

This action requires no expenditures at this time.

Is this expenditure budgeted?

This action requires no expenditures at this time.

If not, where will the money come from?

Not applicable.

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

This action requires no expenditures at this time.

RECOMMENDATION:

Staff recommends adopting the 2022 Pavement Design Manual to allow the City of Killeen to provide clearer guidance to developers.

DEPARTMENTAL CLEARANCES:

Development Services
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Pavement Design Manual

City of Killeen, Texas

Pavement Design Manual (Draft)

June 2022

Table of Contents

1 PAVEMENT AND SUBGRADE DESIGN REQUIREMENTS 3

1.1 General 3

1.2 Geotechnical Investigation and Report 3

1.3 Existing Surface/Subsurface Investigation 5

1.4 Subsurface Design 8

1.5 Subgrade Design 9

1.6 Flexible Pavement Design 10

1.7 Rigid Pavement Design 12

List of Tables

Table 1-1: Flexible Pavement and Subgrade Design Standards – Local Class 3

Table 1-2: Geotechnical Test Procedures 5

Table 1-3: Typical Pavement Design Input Values 11

Table 1-4: Pavement Design Input Values for Flexible Pavements 11

1 PAVEMENT AND SUBGRADE DESIGN REQUIREMENTS

1.1 General

A. All new City streets, alleys, and rehabilitation of existing streets shall be designed and constructed in accordance with the latest editions of the City of Killeen ("City") Construction Standards and Specifications, and all applicable codes and standards.

B. The following specifies standard requirements for the pavement, subgrade, and subsurface design for roadways and alleys within the City. These standards are not intended to replace the professional judgment of the Geotechnical Engineer for any specific project. The standards may need to be expanded or modified on a case by case basis as determined necessary and appropriate by the Geotechnical Engineer, and as approved by the City.

C. Service life has been defined as the anticipated number of years that a pavement will be functionally and structurally acceptable with only routine maintenance. Flexible pavements shall be designed for a 20-year service life.

D. **Table 1-1** lists the City's standard flexible pavement and subgrade thickness and dimensions for local streets based on representative soil types around the City. These standards meet or exceed the 20-year service life in accordance with the Pavement Design Input Values per **Table 1-3 & Table 1-4**.

Table 1-1: Flexible Pavement and Subgrade Design Standards for Local Street

Street Classification	Swell Potential (PI)	Standard Section[1]		
		HMAC (in.)	Flex Base (in.)	Treated Subgrade (in.)
Local Street	High (≥41)	3	9	8
	Moderate (21-40)	3	8	8
	Low (≤20)	3	8	N/A

1. All pavement sections shall include 8 in. of scarified, moisture conditioned, and recompacted subgrade. Moisture conditioned subgrade is not required if competent rock is encountered within an 8 in. depth and when observed to be absent of pumping/heaving during proof-rolling.

1.2 Geotechnical Investigation and Report

A. **All roadways and alleys (CIP and Development) shall have a geotechnical investigation and subgrade design performed meeting the following requirements**. A custom pavement design to achieve a 20-year design life will be required for all flexible pavements.

B. For Local Street classifications only - If the subgrade modulus meets the minimum presented in **Table 1-3**, then the City's standard subgrade and pavement section for local streets can be utilized per **Table 1-1**.

C. The Geotechnical Engineer shall use the traffic parameters as shown in **Table 1-4**. If a Traffic Impact Analysis (TIA) has been performed and the traffic parameters are greater than the parameters shown in **Table 1-4**, then the greater traffic parameters shall be used. Adequate consideration must be given to heavy loads such as transit or school busses, fire trucks, solid waste trucks, and construction traffic. A review should be made of existing and/or planned bus routes, fire stations in the vicinity, schedule of solid waste and/or recycling trucks, etc. It is critical to increase traffic projections to account for the addition of construction traffic during the development of the design traffic for the roadway, either as added daily trucks, increased percentage of trucks or added ESALs.

D. Results of the geotechnical investigations, engineering analyses, and recommendations shall be presented in a Geotechnical Report for Roadways ("Report"). The Report and any subsequent re-evaluations and/or supplemental reports shall be signed and sealed by a Licensed Professional Engineer in the State of Texas, trained and qualified to provide geotechnical engineering analysis and pavement, subgrade, and subsurface design recommendations.

E. The Report shall address all items listed in the Geotechnical and Design Report for Roadways Checklist ("Checklist"). The Checklist shall be filled out completely and submitted with the Report. The Report shall include the description of project, location of project, roadway type and classification, grading plan and summary, discussion of utilities within the Project limits, and discussion of traffic input data used, including construction traffic. Any "N/A" response on the Checklist shall include a written explanation and adequate justification as deemed necessary. Additionally, the **Summary of Pavement Design Form** shall be filled out completely and submitted with the Report.

F. The City's review of the Report will be conducted as a means to verify if the pavement, subgrade, and subsurface design has been performed in general conformance to the City's requirements and shall not be considered a detailed technical review of the design for adequacy, accuracy, or completeness. The Geotechnical Engineer performing the subsurface investigation and pavement/subgrade design shall remain responsible for the technical adequacy, accuracy, and completeness of the design and shall not be relieved of any responsibility for such as a result of the City's review.

G. The information and recommendations contained in the Report and any subsequent re-evaluation and/or supplement reports must be accepted in writing prior to Release of Construction.

H. The geotechnical investigation and pavement design shall follow the procedures as shown in **Table 1-2**, as warranted, developed by the Texas Department of Transportation. Refer to the TxDOT web site for a full list of

applicable test procedures related to geotechnical investigation and testing of materials related to pavement design.

Table 1-2: Geotechnical Test Procedures

Geotechnical Test Procedures	
Test Method	**Description**
Tex-100-E	Surveying and Sampling Soils for Highways
Tex-103-E	Determining Moisture Content in Soil Materials
Tex-104-E	Determining Liquid Limits of Soils
Tex-105-E	Determining Plastic Limit of Soils
Tex-106-E	Calculating the Plasticity Index of Soils
Tex-107-E	Determining the Bar Linear Shrinkage of Soils
Tex-110-E	Determining Particle Size Analysis of Soils
Tex-112-E	Admixing Lime to Reduce Plasticity Index of Soils
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials
Tex-121-E	Soil-Lime Testing
Tex-124-E	Determining Potential Vertical Rise
Tex-125-E	TxDOT K-value
Tex-128-E	Determining Soil pH
Tex-145-E	Determining Sulfate Content in Soils – Colorimetric Method
Tex-146-E	Conductivity Test for Field Detection of Sulfates in Soil
ASTM D1883	California Bearing Ratio (CBR)
ASTM D2166/D2166M-16 or AASHTO T208	Unconfined Compressive Strength
ASTM D4546	Standard Test Methods for 1-D Swell or Collapse of Soils
ASTM D4602–93	Falling Weight Deflectometer (FWD)
ASTM D4602–93	Heavy Weight Deflectometer (HWD)
ASTM D6951/D6951M – 09	Dynamic Cone Penetrometer
AASHTO T 222-78	Plate Load Test for K-Value
ASTM D4429-09	Plate Load Test for CBR
AASHTO T 307-99	Resilient Modulus

1.3 Existing Surface/Subsurface Investigation

A. Field investigation shall include the following:

1. Borings shall be drilled on center of proposed roadway, or within proposed roadway widening, at 500-foot spacing (or less) or as needed to determine the subgrade variation between known geologies. Borings shall alternate between each roadway direction to a depth of at least 15 feet below finished subgrade or until competent rock is encountered, whichever is shallower. Where existing

roadways exist, borings shall be taken within the limits of the existing roadway. A minimum of 2 borings should be performed on each project regardless of alignment length. All borings should be performed within the limits of proposed pavement, unless otherwise approved by the City.

2. Continuous sampling shall be conducted in upper 10 feet and every 5 feet, thereafter, including split-spoon sampling of granular soils and thin wall tube sampling of cohesive soils. Coring intact rock shall not be required for pavement design unless the City specifies, or the Geotechnical Engineer believes coring is warranted.
3. Bulk samples of each soil type encountered shall be collected for Laboratory Investigation.
4. Geotechnical investigation must address heavily treed areas, where such trees are to be planted or removed as tree roots can significantly alter moisture conditions of the soil underlying the pavements when roots encroach the right of way and results in expansive, soil-related movements. The removal of nearby trees can also affect the moisture state of the underlying soils. The Engineer should consider additional borings in these areas.

B. Laboratory investigation shall include the following:

1. Selected samples representative of each soil type are required to be tested to determine grain size characteristics, Atterberg limits, in-situ moisture, and potential vertical rise (PVR). Other engineering properties shall be determined, as deemed appropriate, by the Geotechnical Engineer or as requested by the City.
2. Each subgrade soil type obtained from the field shall be tested to determine the soil resilient modulus by California Bearing Ratio (CBR) or other subgrade strength testing methods listed below.
3. Soils with a Liquid Limit (LL) greater than 40 and plasticity index (PI) greater than 20 shall be considered expansive for purposes of this manual and shall require subgrade treatment. Each soil type requiring subgrade treatment shall be tested for total soluble sulfate content and organic content. A pH-lime series test shall be conducted on those soils with soluble sulfate content less than 7,000 ppm and an organic content less than 1% to determine the percent of lime by weight to stabilize the subgrade soils. Soils containing soluble sulfates of greater than 7,000 ppm should not be lime stabilized, cement stabilized, or stabilized with any other pozzolan due to the risk of sulfate-induced heave and should consider alternate subgrade treatment methods in accordance with TxDOT's Guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures.
4. The estimated Potential Vertical Rise (PVR) for roadways shall be determined using TxDOT test procedure Tex-124-E, Potential Vertical Rise of Natural Subgrade Soils, and the results shall be included in the Report. An appropriate surcharge load (if any), active zone, and moisture conditions should be considered in estimating the

PVR values. Boring depths shall be sufficient to determine the active zone for the expansive soil. Other methods of determining swell may be utilized if detailed in the pavement design report and if approved.

C. A soil resilient modulus (Mr) shall be determined by geotechnical engineering analysis, or back-calculated from deflection data, or estimated based upon other soil strength or characteristic properties and correlated to the resilient modulus. Variations such as, in-situ moisture content, changing geological formations and strata, and sample depth relative to the final design grade, will impact the results of field or laboratory testing and should be taken into consideration during the determination of subgrade support for design. If correlations are used to determine the soil resilient modulus from other soil strength parameters (e.g. California Bearing Ratio, shear strength, etc.), the correlation shall be disclosed with appropriate backup information provided in the geotechnical report.

The following is a list of common procedures used for developing design moduli. However, it is the responsibility of the Geotechnical Engineer to select the appropriate method(s) for determining the design modulus:

1. Field Testing
   - Non-Destructive Testing (NDT):
     - Falling Weight Deflectometer (FWD): ASTM D4602–93 (2015);
     - Heavy Weight Deflectometer (HWD): ASTM D4602–93 (2015);
   - Dynamic Cone Penetrometer: ASTM D6951/D6951M – 09 (2015);
   - Plate Load Test for K-Value: AASHTO T 222-78; and
   - Plate Load Test for CBR: ASTM D4429-09;
2. Direct Laboratory Testing
   - Resilient Modulus: AASHTO T 307-99;
3. Indirect Laboratory Testing
   - California Bearing Ratio (CBR): ASTM D1883-16 or AASHTO T193;
   - TxDOT K-value: Tex-125-E;
   - Texas Triaxial Classification: Tex-117-E; and
   - Unconfined Compressive Strength: ASTM D2166/D2166M-16 or AASHTO T208.

D. A Subgrade Verification Letter is required to be provided by the Geotechnical Engineer following rough cuts in the event the investigation was done prior to construction. This letter shall state if the subgrades encountered during construction are consistent with the subgrades anticipated in the geotechnical report.

E. A geotechnical re-evaluation will be required if the following situations occur or as deemed necessary:

1. If more than two months occur between the end of initial grading and beginning of liming operations or otherwise approved.
2. When conditions have changed significantly between initial grading and liming operations.
3. Subgrade Verification Letter states material encountered during construction varies from the surrounding bore results (i.e. soft pockets of sand or clay).
4. If public infrastructure is being placed on undocumented fill; and/or
5. When Contractor and/or Owner have not properly maintained moisture content during each phase of construction.

F. If required, the re-evaluation shall include additional field and laboratory testing to either confirm recommendations are still acceptable or to determine how to rectify the non-conforming condition prior to construction of the pavement section.

G. If tree species that are not approved by the City as a street tree are within 10-feet of the limits of the treated subgrade, a moisture/root-barrier extending to an appropriate depth based on the site specific geological conditions is required and the Geotechnical Engineer shall recommend the depth of the barrier.

H. If existing trees are removed within the limits of the treated subgrade, the Geotechnical Engineer shall address mitigation of this condition in the Report.

1.4 Subsurface Design

A. Provide modifications to subsurface layers to limit the effective Plasticity Index (PIeff) to the following criteria:

- Arterials and Commercial Collector PIeff ≤ 30
- Mixed Use Collector/Residential Collector/Local Street PIeff ≤ 40

This method calculates the Effective PI as a weighted average of the PI of the different soil strata within the upper 15 feet of the subgrade, based on PI tests according to TxDOT Tex-106E. Weight Factors of 3, 2, and 1 are typically used for the top 5 feet, the middle 5 feet, and the bottom 5 feet, respectively. PIeff is determined by the following equation:

PIeff = Σ (Fi x Di x PIi) / Σ (Fi x Di)

Fi = Weight Factor;
Di = Depth of Soil Stratum within Particular Weight Factor Region; and
PIi = Plasticity Index of Soil Stratum within Particular Weight Factor Region.

B. Provide modifications to subgrade layers per this manual to limit the Potential Vertical Rise (PVR), considering a 15-foot depth below the proposed pavement surface elevation, to the following performance criteria:

- Arterials and Commercial Collector PVR ≤ 2.0
- Mixed Use Collector/Residential Collector/Local Street PVR ≤ 3.0

A PVR calculation spreadsheet can be downloaded from the TxDOT website. When using the spreadsheet, the pavement design thicknesses resulting from FPS21 shall be included as the top layer with an assumption of no swell (i.e., inputs for liquid limit, moisture content, percent passing the No. 40, and PI are all set to zero).

1.5 Subgrade Design

Subgrade improvement is required whenever the geotechnical investigation indicates the presence of in-situ soils with effective plasticity index (PIeff) and/or potential vertical rise (PVR) values exceeding those specified in **Section 1.4** and shall be designed to reduce these parameters to acceptable values. Limits of subgrade improvement shall extend 2' behind the back of curb. The Geotechnical Engineer is responsible for identifying when subgrade improvement is required, and which improvement alternatives should be considered. The Geotechnical Report shall include these recommendations to improve the subgrade, if necessary.

A. Lime Treatment

Lime stabilization of at least 8 inches of subgrade is required when the soil investigation indicates that more than 2 feet of expansive subgrade soil (inclusive of the moisture conditioned subgrade) with P.I. greater than 20 exists underneath the expected pavement section. The Geotechnical Engineer shall determine the target lime content in accordance with TxDOT's test procedure Tex-121-E. The application rate of lime shall be determined based on laboratory testing and shall be the lowest percentage of lime that provides a pH of 12.4 or greater using TxDOT's test procedure Tex-121-E; and provides a targeted PI of 20 or less, or percentage of lime that provides the lowest PI per test procedure Tex-106-E. Lime series testing prior to application is required. Any change in field material will require additional lime series tests. The Geotechnical Engineer shall determine the treatment depth and application rate. "Structural credit" for lime treated layers may be granted for layer thicknesses of at least 8 inches or more. Unconfined compression testing using TxDOT's test procedure Tex-121-E, Part 1 is required and must provide at least 50 psi for structural credit. In no case shall the lime be less than 20 pounds per square yard for 8 inches of lime treated subgrade.

B. Cement Treatment

Cement treated subgrade is discouraged when admixing highly expansive clay soil and must be approved if it is used for stabilization. If used, consideration could be made to using it in combination with lime. This section should not discourage or limit the use of

cement to treat granular, low plasticity soils, subbases, and/or recycled pulverized mixtures of asphalt and flexible base.

C. Remove and Replace

Remove and replace subgrade improvement method consists of removal of weak or highly expansive subgrade materials and replacement with engineered fill. Remove and replace can be effective to remove weak subgrade materials and/or to reduce PVR and effective PI to acceptable values. In highly-expansive geologic formations that extend to great depth, the required removal/replacement depth to meet PI and PVR criteria can exceed several feet, in which case removal/replacement to the desired depth may not be economically feasible, but any amount of removal and select fill replacement yields better long-term performance than none at all. Replacement fill should consist of engineered fill meeting recommendations of the Geotechnical Engineer. In general, engineered fill should meet $4 \leq PI \leq 20$ and $LL<40$ to reduce potential for volume change.

D. Moisture Treatment

Moisture treatment is discouraged and shall not be used unless approved by the City Engineer.

E. Geogrid

Geogrid design can be considered to assist with mitigating environmental cracking. Stabilization with geogrid base reinforcement designed for "structural credit" will be considered based on the geotechnical engineering report. The geotechnical engineer shall provide sufficient documentation that justifies the magnitude of structural credit that can be taken depending on the type of geogrid utilized. Otherwise, no structural credit will be allowed. The City has final approval of accepting a reasonable amount of structural credit.

1.6 Flexible Pavement Design

A. The FPS21 software program, (or the latest TxDOT FPS version) shall be used for the design of flexible pavement. FPS21 is a mechanistic-empirical design procedure that provides for multiple pavement design strategies. Refer to the Flexible Pavement Design System FPS21: User's Manual and the TxDOT Pavement Design Guide for documentation concerning this software and methodology for developing pavement strategies.

B. All pavement design shall be in accordance with City's Technical Specification, Standard Details, and General Notes unless otherwise approved. All pavement sections must be designed using the Pavement Design Input Values contained in **Table 1-3 and Table 1-4,** at a minimum. It is the Geotechnical Engineer's responsibility to ensure those input values are applicable based on actual conditions

   1. The section shall be based on a Geotechnical Engineer's recommendation and must be based on a 20-year design life.

2. All flexible pavement layer thicknesses shall be rounded up to the nearest inch, with the exception of surface asphalt course which shall be rounded to the nearest half-inch.
3. A minimum of 2" hot mix asphalt is required for all flexible pavement sections.

C. A printout of the FPS21 design inputs and outputs must be included in the Report. A mechanistic and a triaxial check must be performed and the results must be printed and attached to the Report.

D. The Geotechnical Engineer may design full depth hot mix asphalt sections for projects including widenings, turn lanes, and fast track operations. Full depth HMAC sections must be designed in accordance with all requirements of this Manual and using the Pavement Design Input Values contained in **Table 1-4**

Table 1-3: Typical Pavement Design Input Values for Flexible Pavements – All Classifications

Design Input	
Pavement Design Life	20 years
Time To First Overlay	20 years
Time Between Overlays	10 years
Subgrade Modulus High PI (≥41)	4 ksi*
Subgrade Modulus Moderate PI (21-40)	9 ksi*
Subgrade Modulus Low PI (≤20)	18 ksi*

*Maximum

Table 1-4: Pavement Design Input Values for Flexible Pavements – By Classification

	Street Classification					
Design Input	**Principal Arterial**	**Minor Arterial**	**Commercial Collector & Marginal Access**	**Mixed Use Collector**	**Residential Collector**	**Local Streets**
Initial ADT (vehicles)	22,000	14,500	12,000	7,500	2,800	550
Final ADT (vehicles)	48,000	32,000	24,000	15,000	5,000	1,000
Growth Rate	4.00%	4.00%	3.50%	3.50%	4.00%	4.00%
% Trucks	9%	9%	9%	8%	5%	3%
Truck Factor	0.92	0.84	0.62	0.62	0.53	0.4
# of Lanes	6	5	4	3	2	2
Directional Distribution	0.5	0.5	0.5	0.5	0.5	0.5
Lane Distribution	0.7	0.8	0.8	0.8	1	1

Initial Serviceability Index	4.2	4.2	4.2	4.2	4.2	4.2
Terminal Serviceability Index	2.5	2.5	2.5	2.5	2	2
Confidence (%)	95%	95%	95%	95%	90%	80%
Design Lane ESAL	**7,500,000**	**5,000,000**	**3,000,000**	**1,500,000**	**500,000**	**100,000**

1.7 Rigid Pavement Design

Should Rigid Pavements be selected as a recommendation for the City's consideration and acceptance, a Geotechnical Engineering Report for Roadways shall be prepared. All rigid pavement sections shall be prepared using a design life of at least 30 years. Above Section 1.3 *Existing Surface/Subsurface Investigation* shall be included as part of the Report and pertinent traffic input information from Table 1-4, extrapolated to 30 years, shall be utilized in the rigid pavement design. The report shall clearly present all assumptions utilized in the Consultant's design as well as the program utilized to develop the recommended sections. The American Concrete Paving Association (ACPA) program StreetPave 12 or the latest available version is recommended for use.

KILLEEN TEXAS

Roadway Construction Inspector Checklist

Project Name: _____

Inspector Name:_____

Date Started: _____ Date Completed: _____

COMPLETE	N/A	1. SUBGRADE PREPERATION
☐	☐	A. Demolition – Existing improvements (pavements, curbs, utilities) properly removed and backfilled, if applicable.
☐	☐	B. Stripping and Grubbing – Topsoil and vegetation properly removed and resulting voids properly backfilled, if applicable.
☐	☐	C. Proofrolling – Proof rolled subgrade prior to placement of fills or following cuts. Areas of observed deflection adequately repaired, if applicable.
☐	☐	D. Moisture Conditioning – Subgrade properly moisture conditioned and compacted to specified depth. Depth _____in.
☐	☐	E. Plasticity Index – Plasticity Index testing of subgrade material completed to determine if treatment is needed. Subgrade Treatment Method, if applicable: _____
☐	☐	F. Lime/Cement Application Determination – pH and sulfate content testing completed to determine application rate and mellowing period, if applicable.
☐	☐	G. Lime/Cement Treatment –Treatment properly performed and subgrades adequately compacted. Depth _____in. Rate _____lbs/s.y.
☐	☐	H. Remove and Replace Depth of material over excavated _____in. Backfill Material Description or reference: _____

COMPLETE	N/A	2. FLEXIBLE BASE PREPARATION
☐	☐	A. Flexible base material meets specifications.
☐	☐	B. Flexible Base Placement – Flexible base is adequately compacted and was placed in appropriate lift thicknesses. Lift Thickness _____in.

COMPLETE	N/A	3. FLEXIBLE PAVEMENT OPERATIONS
☐	☐	A. Seal Coat – Seal coat properly placed on prepared flexible base, if applicable. Application rate _____gal/sq yd
☐	☐	B. Tack Coat – Tack Coat placed between pavement lifts, if applicable. Application rate _____gal/sq yd
☐	☐	C. Pavement Type – Pavement type identified coming from plant and is in accordance with project requirements. Type _____.
☐	☐	D. Placement Lifts - Pavement placed and compacted in proper lifts Lift Thickness_____in.
☐	☐	E. Compaction and Coring – Compaction measured during placement and core samples recovered for verification testing.

Inspector Signature: _____ Date: _____

Pavement Design Construction Plan Review Checklist

Project Name: _____

Geotechnical Engineer/Firm: _____

City Reviewer: _____ Date Reviewed: _____

City Reviewer shall use this form to compare construction plan details to Summary of Pavement Design Form and/or Geotechnical Report. Any item marked revise must be submitted for revision to Design Engineer.

COMPLETE	N/A	REVISE	1. TITLE SHEET
☐	☐	☐	A. Roadway Classification
☐	☐	☐	B. Location of Project

COMPLETE	N/A		2. PROPOSED PAVEMENT SECTION
☐	☐	☐	A. Proposed Typical Section
☐	☐	☐	B. Moisture Conditioning Depth
☐	☐	☐	C. Subgrade Treatment Type
☐	☐	☐	D. Lime/Cement Thickness (inches)
☐	☐	☐	E. Lime/Cement Application Rates
☐	☐	☐	F. Geogrid Type
☐	☐	☐	G. Flexbase Thickness (inches)
☐	☐	☐	H. HMAC Thickness (inches)

Summary of Pavement Design Form

Project Name: _____

Geotechnical Engineer/Firm: _____

Report Date: _____ Date Received: _____

Geotechnical Engineer must fill out this form completely, and submit with the Report. A proposed typical section detail must be provided.

1. DESIGN INPUT VALUES

Roadway Classification: _____

Calculated Effective PI: _____

Calculated Effective PVR: _____

Pavement Design Input Value Deviation(s): _____

2. DESIGN RECOMMENDATIONS:

Moisture Conditioning Depth (inches): _____

Subgrade Treatment: _____ Lime, Lime/Cement, Cement, Remove and Replace

Lime/Cement Thickness (inches): _____

Lime/Cement Application Rates: _____

Alternate Subgrade Treatment (Y/N): _____ If yes, describe

Flexbase Thickness (inches): _____

HMAC Thickness (inches): _____

3. PROPOSED TYPICAL SECTION – ATTACH TO THIS FORM

Miscellaneous Items and Notes:

_____

_____

_____

_____

_____

_____

Geotechnical Engineer Signature: _____ Date: _____

PAVEMENT DESIGN MANUAL

Background

- September 2020, the City contracted with Raba Kistner Consultants, Inc. to Develop an updated Pavement Design Manual
- On September 20, 2022, Council directed staff to work with a stakeholder group to review the proposed code updates to Chapter 26 and separate out the Pavement Design Manual into a separate agenda item.
- On October 24, 2022 a stakeholder meeting occurred to review the proposed Pavement Design Manual.

Pavement Design Manual

- Based on TXDOT FPS21 design software program
  - Used by TXDOT and Cities throughout Texas
- Required for all city street, alleys, and rehabilitation of existing streets
- Asphalt roadways shall be designed for a 20-year service life
  - Time to first Overlay is 20 years

Pavement Design Manual

- Promotes a Geotechnical analysis for all local residential roadways and requires analysis for all arterials
- Minimum Asphalt Thickness is 3” for local residential roadways without analysis, and a minimum of 2” with a full analysis.
  - City of Round Rock’s minimum is 3” for all Roadways.
  - Williamson County/Austin/Pflugerville minimum is 2” Asphalt over 14” Base for local Roadways.
  - City currently requires 1.5” Asphalt over 8” Base for local Roadways.

Alternatives Considered

The City Council has three (3) alternatives. The Council may:

- Take no action
- Request a modification or further studies to the Pavement Design Manual
- Adopt the 2022 Pavement Design Manual

Staff Recommendation

- Staff recommends that the City Council Adopt the Pavement Design Manual

City of Killeen

Staff Report

File Number: RS-22-175

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

DATE: **November 29, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Danielle Singh, Assistant City Manager**

SUBJECT: **Purser Heritage Hike and Bike Trail**

BACKGROUND AND FINDINGS:

On November 8, 2022 the City Council issued a motion of direction to staff to rename the Heritage Oaks Hike and Bike Trail to Purser Heritage Hike and Bike Trail. The Heritage Oaks Hike and Bike Trail is located at 8001 Pyrite Drive.

THE ALTERNATIVES CONSIDERED:

The City Council has two options: they may decline to rename the trail, or they may approve renaming the trail to the Purser Heritage Hike and Bike Trail.

Which alternative is recommended? Why?

Based on the City Council's November 8, 2022, motion of direction to staff to rename the Heritage Oaks Hike and Bike Trail to Purser Heritage Hike and Bike Trail, staff recommends that the City Council consider renaming the trail as Purser Heritage Hike and Bike Trail.

CONFORMITY TO CITY POLICY:

This item conforms to city policy.

FINANCIAL IMPACT:

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

The estimated expenditure for FY 2023 is $4,500.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

No. A budget transfer will be made to fund this item if approved.

If not, where will the money come from?

N/A

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

No. A budget transfer will be made to fund this item if approved.

RECOMMENDATION:

Staff recommends that the City Council consider renaming the Heritage Oaks Hike and Bike Trail as Purser Heritage Hike and Bike Trail

DEPARTMENTAL CLEARANCES:

Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

N/A

City of Killeen

Staff Report

File Number: OR-22-016

1	City Council Workshop	09/20/2022	Reviewed and Referred	City Council Workshop	11/15/2022
1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

DATE: **November 29, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Edwin Revell, Executive Director of Development Services**

SUBJECT: **Consider an Ordinance Amending Chapter 26**

BACKGROUND AND FINDINGS:

The City is currently working to update the City's municipal code, additional ordinance revisions are proposed to meet needed updates. The revisions have been presented in several Stakeholder meetings earlier this year. These meetings include the latest that was held on October 24th as directed by the City Council. The revisions address the fact that engineering is no longer within the Public Works Department and clears up the code as it relates to the standard processes performed by staff. Additional revisions include pavement widths that better conform with the recently adopted comprehensive plan, and formal clarifications to sidewalk construction within the public right of way. The current proposal also includes the requirement for the establishment of Homeowners Associations with new residential developments, and a requirement for street trees to be installed with all new public roadways.

The proposed revisions to Chapter 26 will allow the City to better manage the design and construction of the its infrastructure and provide clear and consistent guidance to developers.

THE ALTERNATIVES CONSIDERED:

1. Take no action
2. Request a modification or further studies to the proposed ordinance change
3. Approve the ordinance to amend Chapter 26, Subdivisions and Other Property Developments of the City of Killeen's Code of Ordinances

Which alternative is recommended? Why?

Alternate 3 is recommended by staff. The code updates provide clearer direction and information to developers as they construct new City infrastructure.

CONFORMITY TO CITY POLICY:

This complies with City Policy as established by Chapter 26, Subdivisions and Other Property Developments, and ensures the health, safety and general welfare of the city and the safe, orderly, and healthful developments of the city. In addition, this amendment fully comports with several Comprehensive Plan recommendations including:

LU1.2 Revamp the city's transportation policies and design standards to support walkable neighborhood and safe street principles.

MC3.4 Update development regulations to require developers to construct a network of shared use paths and sidewalks within development and complete connections to adjacent/nearby facilities.

MC6.4 Update design standards to reduce pavement and lane widths to reduce maintenance and construction costs and slow cars down to improve safety.

FINANCIAL IMPACT:

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

This action requires no expenditures at this time.

Is this a one-time or recurring expenditure?

This action requires no expenditures at this time.

Is this expenditure budgeted?

This action requires no expenditures at this time.

If not, where will the money come from?

Not applicable.

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

This action requires no expenditures at this time.

RECOMMENDATION:

Staff recommends approval of the attached ordinance amending Chapter 26, Subdivision and Other Property Developments, to allow the City of Killeen to provide clearer guidance to developers.

DEPARTMENTAL CLEARANCES:

Development Services
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

AN ORDINANCE AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE CITY'S SUBDIVISION AND PROPERTY DEVELOPMENT REGULATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the City of Killeen has declared the application and enforcement of the City's subdivision and development regulations to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity and general welfare of the City; and,

WHEREAS, the City Council desires to create subdivision and development regulations that will help ensure that future development is safe, orderly, and visually appealing; and,

WHEREAS, the City Council desires to amend subdivision and development regulations to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality;

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

SECTION I. That Chapter 26 of the City of Killeen Code of Ordinances is hereby amended to read as follows:

*****

Sec. 26-2. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning. Words not specifically defined shall have the meanings given in Webster's Ninth New Collegiate Dictionary, as revised.

*****

Street tree shall mean a required tree planted within the public right-of-way between the back of the curb and the sidewalk.

*****

Tree lawn shall mean a strip of land within the public right-of-way between the curb and the sidewalk in which street trees and landscaping are planted.

*****

Sec. 26-24. Requirements for approval of application by planning and zoning commission.

(a) Within thirty (30) days of the date that the application is deemed filed, the planning and zoning commission shall approve, approve with conditions, or disapprove a plat. A plat shall be approved if it complies with the requirements of this chapter, the applicant is not in arrears in the payment of any debts owed the city required by this chapter on a previous plat, it conforms to the general plan of the city and its current and future streets, alleys, parks, playgrounds, and public utility facilities plans, and it conforms to the city's general plan for the extension of roads, streets, and public highways, taking into account access to and extension of sewer and water mains and instrumentalities of public utilities to include public drainage infrastructure.

(b) Upon approval with conditions or disapproval of a plat, the applicant shall be provided with a written statement of the conditions for the conditional approval, or reasons for disapproval, that clearly articulates each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement must be directly related to the requirements of V.T.C.A., Local Government Code, ch. 212, subch. A, and include a citation to statute or city ordinance that is the basis for the conditional approval or disapproval.

(c) A plat is considered approved by the planning and zoning commission unless it is disapproved within such thirty-day period.

(d) The City Engineer may make a recommendation to the Planning and Zoning Commission regarding approval or disapproval of a plat based upon sound engineering principles. The Planning and Zoning Commission shall have the authority to disapprove a plat that does not comply with the requirements of this chapter or does not conform to the adopted plans and standards of the city upon the recommendation of the City Engineer.

*****

Sec. 26-51. Form, contents, and required documentation.

(a) Final plats are mandatory in accordance with section 26-5.

(b) In cases where a preliminary plat was previously approved, the final plat shall substantially conform to the approved preliminary plat.

(c) If the plat requires the extension of public infrastructure, construction ~~plans shall be released for construction~~ of the infrastructure shall be completed or bonded before the final plat can be deemed filed in accordance with subsection 26-23(~~d~~f) and 26-84.

(d) Final plats shall be filed with the planning and development services department and shall be accompanied by the following minimum documentation:

(1) Completed final plat application signed by the property owner or in the case of a corporation/partnership, a party empowered to sign such actions (supported with authorizing documentation);

(2) Two (2) twenty-four-inch by thirty-six-inch paper copies of the plat;

(3) A digital copy of the plat in .pdf format;

(4) A digital copy of the plat in .dwg format;

(5) Deed showing current ownership of the platted property;

(6) Dedication instrument, which shall be a signed and notarized original;

(7) Field notes of the property to be platted, which shall be signed and sealed by a registered professional land surveyor;

(8) A statement on the plat application showing that all fees owed the city on any prior projects have been paid in full at the time the application was filed;

(9) Nonrefundable application fee, as established by the city council; and

(10) Preliminary access/drainage letter granted by the Texas Department of Transportation for any plat with frontage on state managed rights-of-way identifying TxDOT's preliminary determination of access points and any drainage concerns that TxDOT desires to call to the city's attention.

(11) Additional items, as may be required on the subdivision plat application checklist.

(e) Final plats must meet the following criteria and contain the following information:

(1) Scaled drawing no smaller than one (1) inch = two hundred (200) feet on a sheet size of twenty-four (24) inches by thirty-six (36) inches (multiple sheets may be submitted; however, each sheet must be registered and match lines to allow assembly of the multiple sheets and an index sheet shall be drawn on a sheet twenty-four (24) inches by thirty-six (36) inches showing the entire property being platted);

(2) Date, graphic and written scale, north arrow, and inset location map;

(3) Boundary of the subject tract, indicated by a heavy bold line, and the computed acreage of land within the plat boundary;

(4) Name and address of all property owners of the property being platted;

(5) Name and address of engineer and surveyor;

(6) Number of proposed lots and blocks, with consecutive numbers to identify each.

(7) Number of proposed tracts, identified by letter, with the size and purpose of each tract identified on the plat.

(8) The lot width and square footage of each proposed lot shall be noted on the graphic, or in a table on the plat.

(9) The length of all-straight lines, deflection angles, radii, arcs, and central angles of all curves shall be given along the property lines of each street or tabulated on the same sheet showing all curve data with its symbol. All dimensions along the lines of each lot with the angles of intersections that they make with each other shall be indicated;

(10) The names of all adjoining subdivisions, the side lines of abutting lots, lot and block numbers, all in dotted lines, and accurate reference ties to at least two (2) adjacent, existing controlling property monuments shall be clearly indicated;

(11) The description and location of all survey monuments placed on the property being platted shall be indicated;

(12) A title shall be indicated, including the name of the property being platted, the name of the applicant and scale and location of the property being platted with reference to original surveys and a north arrow.

(13) All FEMA-designated flood hazards shall be indicated. These shall include, the floodway boundary, 100-year floodplain limits, base flood elevation (BFE) contours, flood zone designations (Zone "X" inclusive), and all other essential flood insurance study data. The panel number, effective date, and map number of each referenced National Flood Insurance Program (NFIP) map shall be cited. Where required, the lowest finish floor elevation (FFE) shall be determined for each affected lot. The BFE and FFE for each lot shall be summarized in a table. All NFIP map changes or map revision data submitted to FEMA shall be indicated in like manner;

(14) Avigation notation, if required, as prescribed in subsection 26-29;

(15) A surveyor's certificate shall be placed on the final plat:

KNOW ALL MEN BY THESE PRESENTS:

That I, _____, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision and Property Development Regulations of the City of Killeen, Texas, and in accordance with State surveying standards. Signature Texas Reg. No.

(16) A certificate of ownership and of dedication of all streets, alleys, easements and lands to public use forever, signed and acknowledged before a notary public by the owner of the land, shall appear on the face of the map, containing complete and accurate description of the property being platted and the streets dedicated;

(17) A tax appraisal district affidavit shall be placed on the final plat:

The Tax Appraisal District of Bell County does hereby certify there are currently no delinquent taxes due to the Tax Appraisal District of Bell County on the property described in this Plat.

Dated this ___ day of _____, ___ Bell County Tax Appraisal District

(18) In the case of a final plat, a certificate of approval by the planning and zoning commission shall be placed on the plat.

Approved this ___ day of _____, ___, by the Planning and Zoning Commission of the City of Killeen, Texas. Chairman, Planning and Zoning Commission Secretary, Planning and Zoning Commission

(19) In the case of a minor or amended plat provided under section 26-61 or 26-74 of this chapter, as applicable, only a certificate of approval from the planning director shall be required as follows:

Approved this ___ day of _____, ___, by the planning director of the City of Killeen, Texas. Planning Director Planning Assistant

(f) All items submitted under subsection 26-51(e) shall be in compliance with the city's currently adopted zoning, construction standards, infrastructure design and development standards manual, drainage design manual, thoroughfare plan, and master plans, except as otherwise allowed by state law.

*****

Sec. 26-81. Construction of infrastructure.

(a) Construction plans for all proposed infrastructure to be constructed for the property may be submitted only after the preliminary plat has been approved by the planning and zoning commission. Construction plan applications shall be deemed filed when they are determined by staff to be administratively complete. Administratively complete shall mean that all required application materials have been submitted. Construction plans submitted shall be in conformance with the approved preliminary plat.

(b) The ~~public works department~~ engineering division shall review the submitted plans for compliance with the infrastructure design and development standards manual, the drainage design manual, the current Pavement Design Manual, and other applicable construction standards adopted by the city and approve, approve with conditions, or disapprove the construction plans within thirty (30) days after the plans are filed. Upon approval with conditions or disapproval of construction plans, the applicant shall be provided with a written statement of the conditions for the conditional approval, or reasons for disapproval, that clearly articulates each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement must be directly related to the requirements of V.T.C.A., Local Government Code, ch. 212, subch. A, and include a citation to statute or city ordinance that is the basis for the conditional approval or disapproval. After the conditional approval or disapproval of construction plans, the applicant may submit to the city engineer a written response that satisfies each condition for the conditional approval or remedies each reason for disapproval provided. Upon receipt of a response, the city engineer shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved construction plans not later than the 15th day after the date the response was submitted.

(c) Upon review and consideration of release for construction of construction plans by ~~the public works department~~engineering division, the plat applicant and/or the plat applicant's contractor will provide written notification to the ~~public works department~~engineering division of the intent to commence construction of the required infrastructure. No work may be performed unless written notification has been provided to the ~~public works department~~engineering division. The written notification shall contain the following information:

(1) Name of the plat or subdivision;

(2) Plat applicant's name;

(3) Contractor's name, address and phone number;

(4) Type of construction to be performed; and

(5) Estimated value of construction.

(d) The ~~public works department~~engineering division shall issue an acknowledgment of receipt of notification to the developer and/or his contractor.

(e) Construction plans submitted to the City for review are valid for two (2) years prior to release of a permit.

(f) Once a construction permit is issued, the permit is valid for one (1) year. The City Engineer, or his or her designee, is authorized to grant one (1) extension for a period of not more than one hundred eighty (180) days. Requests for an extension shall be submitted in writing by the applicant and just cause for the extension must be demonstrated.

Sec. 26-82. Phasing of infrastructure construction.

(a) At the time the applicant submits his or her construction plans to the public works department engineering division, the applicant may request to phase construction of the subdivision improvements. The construction plans submitted for review and consideration of release for construction shall clearly delineate those facilities to be constructed in the current phase. Any infrastructure required to mutually support multiple phases of the subdivision shall be constructed as a part of the first phase of the subdivision development. All requests for phasing made after construction plans have been released for construction shall be resubmitted to the Director of Public Works City Engineer or his or her appointee for review.

(b) Upon completion of each phase of infrastructure construction and satisfaction of the requirements of section 26-83 and/or section 26-84 of article III, the Director of Public WorksCity Engineer or his or her appointee shall issue a written letter of acceptance of the infrastructure, stating the specific street sections which have been accepted, and shall identify by lot and block numbers the lots which the building and development services department may issue building permits.

Sec. 26-83. Acceptance of infrastructure.

(a) Upon completion of all required infrastructure, prior to the acceptance of the subdivision by the city for maintenance, the applicant, or applicant's agent, shall provide record (as-built) drawings of all constructed water, wastewater, street, and drainage infrastructure. Also, the applicant, or applicant's agent, shall post, or cause to be posted, a maintenance bond executed by a corporate surety or corporate sureties duly authorized to do business in this state, payable to the city and approved by the city as to form, to guarantee the maintenance of the construction and drainage infrastructure for a period of one (1) two (2) years after its completion and acceptance by the city. However, a two-year maintenance bond shall be required for all drainage infrastructure. In cases where the entirety or a portion of a water or sewer main will be placed under a street, if the applicant, or applicant's agent, does not provide full base backfill from the bedding of a water or sewer main to the sub base of the street, a three (3) year maintenance bond shall be required for all water and sewer infrastructure placed under a street. In lieu of a maintenance bond, the applicant may submit either an irrevocable letter of credit payable to the city and approved by the city as to form or a cash bond payable to the city and approved by the city as to form. The actual value of the maintenance bond or letter of credit or cash bond shall be ten (10) percent of the full cost of the water and sewer system and fifteen (15) percent of the full cost of the cost of street and drainage construction, as determined by the actual construction costs. The values enumerated in the bond or letter of credit shall be supported by a construction take-off summarizing the lineal, areal and

volumetric quantities, as applicable, for all constructed water, sewer, street, and drainage infrastructure. Whenever a defect or failure of any required improvement occurs within the period of coverage and less than one (1) full year of coverage remains, the City shall require that a new maintenance bond or surety instrument be posted for a period of one (1) full calendar year sufficient to cover the corrected defect or failure.

(b) Upon receipt of the approved maintenance bond, irrevocable letter of credit or cash bond, the ~~public works department~~engineering division shall issue a written letter of acceptance of the infrastructure and notify the building and development services department that the subdivision has been accepted by the city.

(c) All infrastructure including, but not limited to water, sewer, streets, transportation, drainage, environmental, and appurtenances shall be inspected by the ~~public works department~~engineering division prior to acceptance and warranty period. ~~The initial inspection shall be provided by the city at no cost to the developer. Should the inspected infrastructure not meet the IDDSM, the current Pavement Design Manual, or other applicable local, state and/or federal regulations or if the inspection cannot be completed due to risk of injury to city personnel or equipment due to a condition created by the developer or his agents, a fee, as provided in chapter 2 of this Code or Ordinances, will be paid to the city by the developer for any additional inspections as required. In lieu of paying a fee, the developer may contract a third party to make the required inspections and all documentation, including but not limited to, logs, videos, photos, and test reports shall be presented to the director of public works~~City Engineer ~~or his or her appointee for review and approval.~~

Sec. 26-84. ~~Building permits issued~~Recordation of plat prior to completion of infrastructure.

(a) In the event an applicant wishes to ~~obtain building permits~~have a final plat recorded with Bell County prior to acceptance of the subdivision by the city, the applicant shall post with the city a completion bond for one hundred and ten percent (110%) of the cost of the infrastructure not yet installed. Such completion bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in this state, payable to the city and approved by the city~~ as to form for all construction included in the approved construction plans that has not been completed~~. In lieu of a completion bond, the applicant may submit either an irrevocable letter of credit payable to the city and approved by the city as to form or a cash bond payable to the city and approved by the city as to form.

(b) Under no circumstances shall a building permit be issued ~~above the foundation be permitted~~ until all required infrastructure has been accepted by the city. ~~adequate fire protection is available. Adequate fire protection means:~~

~~(1) City utilities are installed;~~

~~(2) Fire hydrants providing protection are operational; and~~

~~(3) Streets are fully constructed to city standards and are open and driveable~~drivable~~, having all curbs and gutters installed, where required, street subgrades worked to proper compaction and base course installed, graded and leveled, to facilitate vehicle movement.~~

~~(4) Sidewalks, in areas other than undeveloped residential lots, are fully constructed to city standards.~~

~~(c) After the plat has been recorded and the completion bond, irrevocable letter of credit or cash bond has been received and approved by the city, the public works department engineering division shall notify the building and development services department, by lot and block numbers, that building permits may be issued.~~

Sec. 26-85. Agreements with the city.

(a) The city of Killeen may enter into a contract with a developer of a subdivision or land within the city to construct public improvements, not including a building, related to development. Under such contract, the developer shall construct the improvements and the city shall participate in the cost. All agreements under this section shall be in writing and set forth in a form agreement approved by the city attorney.

(b) *General policies:*

(1) The city/owner agreement must establish the limit of participation by the municipality at a level not to exceed thirty (30) percent of the total contract price.

(2) In addition, the contract may also allow participation by the municipality at a level not to exceed one-hundred (100) percent of the total cost for any oversizing of improvements required by the municipality, including but not limited to increased capacity of improvements to anticipate other future development in the area. The city shall be liable only for the agreed payment of its share of the contract which shall be determined and executed in advance.

(3) The owner must deliver a performance bond executed by a corporate surety or corporate sureties duly authorized to do business in this state, payable to the city and approved by the city as to form, for construction included in the approved construction plans, in the penal sum of one-hundred (100) percent of the cost to complete the public improvements insuring completion of the public improvements. A power of attorney shall be attached to the bond evidencing that the agent signing the bond has authority to sign the bonds on behalf of the surety. The city shall release the bond upon completion, final acceptance, and receipt of warranty bond for the public improvements subject to the city/owner agreement. The performance and warranty bond requirements set forth under this subsection may not be waived.

(4) The owner will deliver to the city a certificate of insurance listing the city of Killeen as an additional insured on its commercial general liability insurance policy.

(5) ~~There may be instances outside the platting process when a person feels a city/owner agreement may be warranted. In these cases, the person seeking the city/owner agreement will notify the city manager in writing outlining the request and the approximate cost to the city. The city manager will respond and either set the agreement for city council consideration, or reject the proposal.~~ A written request for city participation shall be submitted by the developer prior to the initiation of construction. The request letter shall be accompanied by an exhibit depicting reimbursable items, estimated costs for construction, and the cost calculations for all

reimbursable items, clearly indicating the cost for any additional capacity requested by the city.

(6) All of the developer's books and other records related to the project shall be available for inspection by the municipality.

(7) After construction and final acceptance of the improvements, the developer shall present a written request for reimbursement. A request for reimbursement shall be made within five (5) years of the effective date of the agreement.

c) *Utilities*:

(1) *Water lines:*

(a) ~~City may pay oversize costs for all water lines required over eight (8) inches in diameter.~~ The City may enter into an agreement to pay for the difference in the cost of City required water main size and the cost of the water main size required for the owner's development only. For example, if a large development requires a 10-inch water line to serve it but the water master plan requires a 16-inch water line to run through that area, then the city may enter into an agreement to pay for the difference between the cost of a 10-inch water line and a 16-inch water line.

(b) Owner shall submit documentation to the ~~public works department~~engineering division detailing the total costs of the improvements meeting the minimum standards required by the city including costs for the oversizing of any improvements. Upon review of the proposed project and all submitted documentation, the city may enter into a city/owner agreement whereby the city may agree to pay up to one-hundred (100) percent of the costs incident to the oversizing of improvements.

(2) *Sewer lines*:

(a) ~~City may pay oversize costs for all sewer lines required over ten (10) inches in diameter.~~ The City may enter into an agreement to pay for the difference in the cost of City required wastewater main size and the cost of wastewater main size required for the owner's development only. For example, if a large development requires a 12-inch wastewater line to serve it but the wastewater master plan requires an 18-inch wastewater line to run through that area, then the city may enter into an agreement to pay for the difference between the cost of a 12-inch wastewater line and an 18-inch line.

(b) Owner shall submit documentation to the ~~public works department~~ engineering division detailing the total costs of the improvements meeting the minimum standards required by the city including costs for the oversizing of any improvements.

(c) Upon review of the proposed project and all submitted documentation, the city may enter into a city/owner agreement whereby the city may agree to pay up to one-hundred (100) percent of the costs incident to the oversizing of improvements.

(d) *Roads and drainage*:

(1) ~~When an agreement to construct a road project is proposed, the owner shall provide a cost breakdown for the installation of a road required to provide the movement capacity for their development including all base material, asphalt, curb, gutter, engineering, and all other items associated with the construction of the road and drainage infrastructure. In no case shall less than a local or marginal access street be considered adequate to provide the required movement capacity for a development.~~ Proposed streets must be in conformance with the city's adopted Comprehensive Plan and Thoroughfare Plan. The developer must design and construct the full cross section for all streets within or serving the development.

(2) ~~The owner shall provide an estimate of the cost for the width of the road required by the city including all drainage, engineering, and added materials required to meet city standards for the width requested (e.g., additional flexible base, increased thickness of asphalt, larger drainage structures).~~ Where an arterial street is required, the property owner shall prepare a rough proportionality assessment to determine the portion of the improvement of infrastructure that is roughly proportionate to the impact of the proposed development. The developer shall be responsible for the design and installation of the development's proportionate share.

(3) The city may, its sole discretion, enter into a city/owner agreement wherein the city may pay the cost difference between the required ~~road calculated~~ cross section per subsection 2~~8~~6-85 (d)(~~1~~2) above~~, including appurtenances and engineering~~ and the street width requested by the city with any additional appurtenances, including engineering, not otherwise required. ~~In the event that a road is determined to require a thicker cross section due to proposed future additions to the road, the city will pay for all required asphalt and base to be installed initially to assure that the future cross sections are compatible.~~ In the event the City does not enter into a city/owner agreement, the developer will be required to install the portion of the roadway determined to be roughly proportionate to the impacts of the development, which shall in no case be less than a local street.

(4) The owner shall provide all rights of way for the width of the road, as required by the ~~city~~ Thoroughfare Plan, unless such width is not roughly proportional to the impact of the development. ~~To substantiate the cost of the right of way that exceeds the right of way to accommodate the movement capacity of the development, the developer shall provide a survey of the additional right of way and a copy of the property conveyance document that applies to the parcel upon which the additional right of way is requested.~~

(5) A city/owner agreement shall not be considered or approved for local/marginal access ~~roads~~ or collector streets within subdivisions or ingress/egress streets that ~~must~~ are required to be ~~wider~~ widened ~~than a local/marginal access road~~ for ~~safety~~ capacity reasons.

(6) The developer may submit a request for a city/owner agreement for city participation in a regional detention facility or for the oversizing of drainage infrastructure in an area where known flooding exists, if improvements are designed to alleviate existing conditions. The regional detention facility or oversized drainage infrastructure must be identified in the city's adopted current drainage master plan~~, provide benefit to more than~~

~~two (2) subdivisions,~~ and meet the requirements of the current drainage design manual and infrastructure design and development standards manual.

~~(e) *Development process*:~~

~~(1) Owner shall make known their intention in writing to seek a city/owner agreement at the time of plat submission.~~

~~(2) The owner shall identify the infrastructure for which they will seek a city/owner agreement and an estimate of the amount of oversized infrastructure that will be requested of the city.~~

~~(3) The city council will be briefed on the potential city/owner agreement and available funding.~~

~~(4) Prior to plat validation , the city council may agree in principle to the level of city participation and costs for the proposed infrastructure, and may instruct the city staff to proceed with detailed negotiations and empower the city manager to enter into the city/owner agreement at a cost not to exceed the estimated fund level. This agreement in principle shall be held in suspense within the planning division pending receipt of the final city/owner agreement.~~

~~(5) Following approval of the "agreement in principle," and prior to any construction activity on infrastructure included in the proposed agreement, the owner shall prepare construction drawings and provide the detailed cost for the areas for city participation. If the final detailed cost does not exceed the figure identified in the "agreement in principle," the city/owner agreement will be prepared in final form, signed by appropriate parties and filed in the appropriate plat file.~~

~~(6) If the final detailed cost exceeds the estimate identified in the "agreement in principle," the final agreement will be forwarded to the city council for approval and authorization of the city manager to execute the agreement. If the city council elects not to enter into agreement at the increased cost but desires to retain the engineered plans, the city may enter into agreement to retain the plans and reimburse the owner for their preparation.~~

Sec. 26-86. – Homeowners' association required.

a. When a residential subdivision contains gated streets, open drainage systems or structures, landscaping systems or landscape elements or features (including fountains and statues), landscape irrigation systems, screening walls, living screens, buffering systems, subdivision entryway features, including monuments or other signage, or other physical facilities, grounds, or amenities held in common areas and are necessary or desirable for the welfare of the area or subdivision, or that are of common use or benefit and that are not or cannot be satisfactorily maintained by the city or another public agency, the establishment and creation of a mandatory homeowners' association is required to assume and be responsible for the continuous and perpetual operation, maintenance and supervision of such facilities, structures, improvements, systems, areas or grounds.

b. If the establishment and creation of a mandatory homeowners' association is required by the city, a copy of the agreements, covenants and restrictions establishing and creating

the association shall be reviewed by the city attorney provided in a form that is acceptable to the City prior to the approval of the final plat of the subdivision and must be recorded with such final plat. Such final plat shall clearly identify all facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by such association.

c. Such mandatory homeowners' associations shall be responsible for the continuous and perpetual operation, maintenance and/or supervision of infrastructure, common areas, and amenities per subsection 26-86(a).

d. All facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by a mandatory homeowners' association, other than those located in public easements or rights-of-way, shall be dedicated by easement or deeded in fee simple ownership interest to such association. Such easements or ownership shall be clearly identified on the final plat of the applicable subdivision.

e. If the developer wishes to locate a subdivision monument sign at the entrance to a development, the sign shall be owned and maintained by the homeowners' association. The City shall require a right-of-way occupation license prior to the placement of any sign within a City right-of-way.

f. At a minimum, the agreements, covenants, conditions, and restrictions establishing and creating a mandatory homeowners' association required in this article shall contain and/or provide for the following:

1. Definitions of terms contained therein;

2. Provisions acceptable to the city for the establishment and organization of the mandatory homeowners' association and the adoption of bylaws for such association, including provisions requiring that the owner of any lot within the applicable subdivision and any successive buyer shall automatically and mandatorily become a member of the association;

3. The initial term of the agreements, covenants, conditions, and restrictions establishing and creating the association shall be for a 25-year period and shall automatically renew for successive ten-year periods, and the association may not be dissolved without the prior written consent of the city;

4. Provisions acceptable to the city to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, areas or grounds by a responsible body, in perpetuity, and to establish a reserve fund for such purposes;

5. Provisions prohibiting the amendment of any portion of the association's agreements, covenants, conditions, or restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the responsibility of the association without the prior written consent of the city;

6. The right and ability of the city or its lawful agents, after due notice to the association, to remove any landscape systems, features or elements that cease to be maintained by the association; to perform the responsibilities of the association if

the association fails to do so in compliance with any provisions of the agreements, covenants, conditions, or restrictions of the association or of any applicable city codes or regulations, including but not limited to hiring a management company on behalf of the association if the association fails to perform any duties in accordance with section 26-86; to assess the association for all costs incurred by the city in performing such responsibilities if the association fails to do so; and/or to avail itself of any other enforcement actions available to the city pursuant to state law or city codes or regulations; and

7. Provisions indemnifying and holding the city harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the city's removal of any landscape systems, features or elements that cease to be maintained by the association or from the city's performance of the operation, maintenance or supervision responsibilities of the association due to the association's failure to perform such responsibilities.

*****

Sec. 26-101. Streets.

(a) All street improvements and infrastructure shall conform to the current thoroughfare plan, the current Pavement Design Manual, and the IDDSM as adopted and amended by the city council.

(b) Existing streets shall be continued where practical, as determined by the planning and zoning commission. Continuations of existing streets shall have the same or greater right-of-way and pavement widths as the existing streets being connected. Street names shall be continuous.

(c) ~~All necessary street rights-of-way as determined by the thoroughfare plan and the IDDSM shall be dedicated as part of the platting or permitting process.~~ Standards for public street rights-of-way and street pavement widths, as measured from back of curb to back of curb, are as follows:

Street Type	**Pavement Width (ft.)**	**Right-of-Way Width (ft.)**
Alley	20	20
Rural Local	25	50
Local Street	31	60
Rural/Residential Collector	36	65
Commercial/Mixed-Use Collector	48	80
Marginal Access	58	90
Minor Arterial	48-73	100
Principal Arterial	79	110

(d) In the event the city requires a right of way width greater than the right of way necessary to accommodate the paved surface for the street required to provide the movement capacity for

the development, the city will provide the additional right of way required. To substantiate the cost of the additional right of way, the developer shall provide a survey of the additional right of way and a copy of the property conveyance document that applies to the parcel upon which the additional right of way is requested. Street right of way and design requirements may be increased, to provide the additional capacity consistent with the impact of a proposed development. Additionally, the city engineer may increase, decrease or modify street right of way and design requirements based on sound engineering practice when safety concerns, topography, or development circumstances warrant.

(~~d~~e) Dead-end streets may be platted where the land adjoining the plat has not been platted. In the event that such dead-end street exceeds one hundred fifty (150) feet in length or one (1) lot width, from the nearest street intersection, the street will be provided with a cul-de-sac, either permanent or temporary, having a minimum right-of-way radius of fifty (50) feet.

(~~e~~f) Where dead-end streets are dictated by lot designs, such dead-end streets shall be provided with a permanent cul-de-sac having a minimum ~~right-of-way~~pavement diameter~~radius~~ of ~~fifty (50)~~ ninety-six (96) feet, as measured from face of curb to face of curb.

(~~f~~g) No street intersection shall be designed having an inside angle of less than thirty (30) degrees between the two (2) intersecting street lines, nor more than one hundred fifty (150) degrees.

(~~g~~h) A street section is herein defined as the length of a street between two intersections of any type or the length between an intersection and a street terminus with an engineered turnaround. Such sections should not exceed ~~one thousand two hundred (1,200)~~ eight hundred (800) feet. Variation from this rule is permitted ~~if, in the opinion of the planning and zoning commission, such variation provides for quality development and all lots have adequate access~~in accordance with the provisions in Sec. 26-25.

(~~h~~i) Streets, where practical, as determined by the planning and zoning commission, shall be designed and platted with appropriate regard to connectivity to adjacent subdivisions, the existing and planned transportation network and topographical features, i.e., creeks and drainageways, wooded areas, etc., with the aim of creating desirable and attractive treatments of significant existing features. The commission may require modification be made to the street design to accommodate public health, safety and welfare considerations.

(~~i~~j) Where a major entrance to a subdivision is not a planned collector on the thoroughfare plan, the local/marginal access street shall be a minimum of forty-eight (48) feet wide (back-of curb to back-of-curb) with a seventy (70) foot right of way for a minimum distance of one hundred and twenty (120) feet from the intersection. Where a subdivision has multiple points of ingress/egress, the major entrance shall be on the street with the most intense functional classification. In circumstances where the functional classifications are equal or both streets are local, the developer may select his major entrance subject to the approval of the city engineer. As a rule, new subdivisions must have at least two (2) access streets. A developer may request the planning and zoning commission waive this rule and approve one access street if the access street has no connecting streets, terminates in a permanent cul-de-sac, is not more than one thousand and two-hundred (1200) feet in length and provides access to not more than a total of thirty (30) single-family dwelling lots or an equivalent housing unit density comprised of duplex or multi-family structures. However, in no case shall lots platted in the city of Killeen have their sole access through an adjacent city. In addition to the single

point of access situation presented by streets that end in permanent cul-de-sac, a single point of access may be dictated by property configuration, considerations the volume of property owned by the plat applicant, safety engineering, or access management restrictions. In determining if a new subdivision may have one point of ingress/egress, consideration shall be given to:

(1) traffic circulation and emergency vehicle access;

(2) traffic and pedestrian safety with due consideration given to school bus routes;

(3) topography and visibility distances;

(4) surrounding developed property and whether adjacent development is anticipated to provide additional access;

(5) whether the property owner owns sufficient property to provide a second access point.

If a single access point is approved, the access must be constructed as a raised median divided street with a distance of one-hundred and twenty (120) feet. The city engineer will determine the number of lanes required and if turning or acceleration/deceleration lanes are required to provide safe ingress/egress after due consideration to the density of the subdivision and the functional clarification of the street intersecting with the access street.

*****

Sec. 26-105. Sidewalks.

(a) All sidewalk and ramp construction shall conform to all applicable Public Right-of-Way Accessibility Guidelines published by the United States Access Board, Texas Accessibility Standards, Americans with Disabilities Act design requirements, chapter 25 of the city of Killeen code of ordinances, and the infrastructure design and development standards manual, as applicable.

(b) ~~Sidewalk ambulatory ramps shall be constructed within each curb return at all street intersections within the subdivision prior to the granting of a certificate of occupancy for the applicable lot.~~ Subdivision construction plans shall show sidewalks with their proposed widths in accordance with the IDDSM along all proposed streets. The city engineer may require off site sidewalks where appropriate to provide connectivity to existing or future pedestrian facilities. The developer shall construct sidewalks adjacent to all proposed streets where building lots are not proposed, including, but not limited to, parks, drainage tracts or easements, development entrances, the rear of through lots, and public open spaces prior to the release of the subdivision. Subdivision construction plans shall show sidewalk ambulatory ramps at the end of each curb return at all street intersections within the subdivision. At tee intersections, only one set of ambulatory ramps opposite each other are required for crossing of the through street. The type of ramp shall be indicated on the plans. The ramp type, dimensions, and surface finish shall be uniform throughout the subdivision.

(c) The developer shall establish a uniform ground surface not to exceed the top of curb elevation for all right-of-way inside each curb return requiring sidewalk ambulatory ramps prior to the release of the subdivision.

(d) ~~The city engineer may require construction of sidewalk ambulatory ramps prior to the release of the subdivision where utility appurtenances (e.g., manhole riser; fire hydrant assembly) or~~

~~immobile landforms encroach into the right-of-way inside a curb return requiring sidewalk ambulatory ramps.~~Subdivision construction plans shall include a pedestrian bridge of width equal to the required adjoining sidewalk. The pedestrian bridge shall be removable for maintenance of the flume or other facilities beyond the flume. It shall be constructed in accordance with the infrastructure design and development standards manual by the developer prior to final acceptance of the subdivision.

~~(e) All sidewalk and ramp construction shall conform to all applicable Texas Accessibility Standards and Americans with Disabilities Act design requirements, chapter 25 of the city of Killeen code of ordinances, and the infrastructure design and development standards manual.~~

*****

Sec. 26-108. Postal service delivery.

(a) Adequate postal service shall be provided and installed in all new subdivisions in the corporate limits and within the extra-territorial jurisdiction of the city of Killeen.

(b) United States Postal Service policy assigns the responsibility for the acquisition, ~~and~~ installation, and maintenance of mail receptacles or Cluster Box Units (CBUs) to the customer. In the case of any new final, minor or development subdivision plats, the developer shall be responsible for acquiring and installing the appropriate mail receptacles to accommodate the delivery method prescribed by the U.S. Postal Service.

(c) The developer shall coordinate with the Killeen Postmaster and identify the type of mail receptacles to be used in the developer's subdivision and the location where the receptacles will be installed. In the event central delivery is prescribed, a postal service central mail receptacle layout sheet shall be submitted with the plat, replat or an amendment that creates lots.

(d) For safety, cluster boxes should be located on local streets whenever possible. Developer shall provide a parking pocket for two vehicles adjacent to each CBU when they are located on collectors or thoroughfares. The parking pocket shall have a length of forty-five (45) feet and be offset from the street curb line by 10 feet with a one to one (1:1) taper. Additional right-of-way width shall be provided to match the parking pocket.

(~~d~~e) The developer shall be responsible to purchase and install mail receptacles in accordance with U.S. Postal Service material specifications and construction standards available from the Killeen Postmaster. When central mail receptacles are prescribed, pads shall be constructed concurrent with street curbing and central mail receptacles shall be installed prior to ~~the subdivision or~~ the respective phase of the subdivision being released for permitting, which shall include individual building permits. CBUs shall be located and constructed so as to meet all accessibility requirements from the adjacent sidewalk and parking pocket.

(~~e~~f) All mail receptacles shall be located in rights of way or within a dedicated postal service easement. When a mail receptacle is not planned to be located within dedicated right of way, the receptacle shall be in an easement identified on the plat as a postal easement.

(~~f~~g) When the Postal Service determines that central delivery shall be used, ~~once~~ the Killeen Postmaster shall provide written notice that the central receptacle is satisfactorily installed, approved and accepted by the Killeen Postmaster~~, the Killeen Postmaster shall enter into a~~

~~written agreement that all maintenance, replacement, or other actions with regards to damaged centralized receptacles shall be borne by the Postal Service~~.

(~~g~~h) Extraterritorial jurisdiction (ETJ) - When the Postal Service determines that central mail receptacles are to be installed in a subdivision in the extraterritorial jurisdiction that is being expanded using county roads with bar ditch drainage, the receptacle shall be installed prior to completion of any serviced structure.

(i) CBUs shall not be located at a distance greater than 300' from a streetlight.

Sec. 26-109. Street trees.

(a) Street trees shall be provided within the tree lawn on both sides of all local streets platted after the effective date of this ordinance as follows:

1. Street trees shall be provided from the list of approved street tree species in section 31-893.
2. Street trees shall be centered within the tree lawn. If centering within the planting strip is not possible or desirable due to design considerations, the tree must be located at least two feet from the sidewalk edge or the curb edge.
3. Street tree spacing shall not exceed thirty (30) feet on center between trees on the same side of the street, except as provided for in section 26-109(h).
4. Street trees shall be a minimum of one and one-half (1½") inches in caliper measured 4' from ground surface, and a minimum of six (6) feet in height at the time of planting.
5. Street trees shall be staked with metal stakes at least five (5) feet in height.

(b) Vegetative ground cover shall be planted between street trees within the tree lawn.

(c) Tree root barriers shall be installed when new trees are planted to prevent uncontrollable spread of tree roots that may cause damage to hardscape/ infrastructure (sidewalks, driveways, storm sewers, streets). Root barriers may be either linear or surround in form, depending on the hardscape/infrastructure to be protected, and must be installed at a minimum depth of thirty inches (30").

(d) Placement of street trees within the tree lawn may be adjusted or modified by the City Engineer to avoid conflict with existing or proposed driveways, utilities, or other public or private infrastructure.

(e) In the event that solid rock makes planting of street trees impracticable, a comparable number of trees may be planted at an alternative location within the development, as approved by the City Engineer.

(f) Street trees and ground cover adjacent to open space, drainage tracts, or other common areas shall be in place prior to final acceptance of the subdivision infrastructure.

(g) The owner(s) of any lot with frontage along a public street, including a property owners' association, shall maintain the street trees and other landscaping growing along the frontage or in the street right-of-way adjacent to the lot, including in any park or parking strip between the property line and the street line.

(h) Modifications to the tree species and/or spacing of required street trees, which meet the intent of this section, may be proposed by a licensed arborist and approved by the City Engineer. ~~Executive Director of Development Services.~~

(i) The cumulative caliper inch of trees preserved within the right-of-way may be credited toward the street tree requirement within a proposed development phase.

*****

Sec. 26-127. Naming of streets.

(a) Each street name in the City of Killeen shall consist of two (2) parts: a primary street name, and a street type.

(b) The character limit for a street name, including the primary name, street type, word spaces, and a directional (if applicable), may not exceed thirty (30) characters.

(c) A primary street name shall be less than twenty (20) characters.

(d) Each primary street name should be used only once within a subdivision, with the exception that one (1) cul-de-sac may use the same primary street name as a street it intersects.

(e) Street names must be comprised only of characters using the standard English alphabet. No special characters (dashes, apostrophes, periods, slashes, etc.) maybe used. A space may replace the special character.

(f) Street names shall not be copyrighted names or phrases.

(~~f~~g) Except for numbered streets and highways, numbers, numerals, or spelled out numbers shall not be used in street names.

(~~g~~h) Cardinal direction words (north, south, east, west) may not be used as part of a street name. This restriction extends to cardinal direction words in other languages.

(~~h~~i) Cardinal directional words shall not be combined with other words to create street names.

(~~i~~j) Cardinal directional words are required when a street crosses over a designated zero range boundary.

(~~j~~k) Representation of required directionals is limited to the use of the four letters (N. S. E. W). The cardinal directions are not to be spelled out, and no punctuation used.

(~~k~~l) Streets in new subdivisions must continue the names of existing streets on adjoining plats to maintain street name continuity.

(~~l~~m) Duplicative and overused street names shall be prohibited.

(1) A street name is considered duplicative if an existing street shares the same primary street name. Number of words, spaces, spelling differences, and street type do not make a street name unique.

(2) Use of the same primary street name in close proximity to similarly named streets shall be prohibited.

(3) A modifier, or extra word added to a street name, may be added to a street name to make it unique.

(4) Words used as the first word in more than fifty (50) street names in the City of Killeen or Bell County shall be considered overused. Street names submitted for review will be rejected if overused words are included in the name (regardless of subdivision name or marketing theme). Changing the spelling of an overused word does not create a new word (Ann is equivalent to Anne). Compound or combined words using an overused word will also be rejected.

(~~m~~n) Street types shall be consistent with the configuration of the street. Misleading and confusing street types are prohibited.

(~~n~~o) Street type words shall not be used in place of or within a street name.

(~~o~~p) Two (2) street names shall be used when a street incorporates a ninety-degree turn.

(~~p~~q) The following limitations on street types shall apply:

(1) *Boulevard* shall only be used for streets with a right-of-way greater than ninety (90) feet in width; however, these streets are not limited to this street type.

(2) *Avenue* shall only be used for streets greater than one thousand five hundred (1,500) feet in length; however, these streets are not limited to these street types.

(3) *Parkway* can only be used for streets greater than two thousand five hundred (2,500) feet in length, with right-of-way greater than ninety (90) feet in width, and which serves as a connector between two (2) major thoroughfares.

(4) *Bend* designates a street with at least one (1) bend in it. The bend must exceed one hundred (100) degrees. Streets that include a ninety-degree turn may not use the *Bend* street type.

(5) *Circle* can only be used for a street that has two (2) intersections along an intersecting street.

(6) *Court, Cove,* or *Place* may only be used for cul-de-sacs, and cul-de-sacs may only use *Court, Cove,* or *Place.*

(7) *Loop* may only be used for streets that loop back onto or across themselves.

(8) Cul-de-sacs are intersected by only one (1) street and do not provide through access.

(9) Streets opposite each other that end in a cul-de-sac shall have the same name with a non cul-de-sac street type.

(10) A street that intersects another and continues into a cul-de-sac should not change name or street type and is not considered a cul-de-sac.

*****

SECTION II. That all ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION III. That should any section or part of any section, paragraph or clause of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

SECTION IV. That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION V. That this ordinance shall be effective after its passage and publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 6th day of December, 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED:

_____

Debbie Nash-King, MAYOR

ATTEST:

_____

Laura J. Calcote, City Secretary

APPROVED AS TO FORM:

_____

Holli C. Clements, CITY ATTORNEY

CHAPTER 26 UPDATES ORDINANCE

OR-22-016

November 29, 2022

Background

- On January 3, 2022, the Planning and Zoning Commission reviewed the proposed amendments to Chapter 26.

- On January 18, 2022, Council directed staff to work with a stakeholder group to review the proposed code updates to Chapter 26.

Background (Cont.)

- Stakeholder meetings for Chapter 26 were held on: Jan 31, Feb 14, Feb 22, Mar. 7, Mar. 21, April 4, April 11, April 18, and Oct. 24.
- On September 20, 2022, Council directed staff to work with a stakeholder group to review the proposed code updates to Chapter 26 and separate out the Pavement Design Manual into a separate agenda item.

Section 26 Updates

- Replaces references associated with Engineering
- Clarifies development construction plan expiration to match current city practices (26-81e)
- Clarifies acceptance of construction of development projects by the City (26-83)
- Clarifies oversize agreements with the city based on current practice (26-85c,d)

Section 26 Updates (Cont.)

- Establishes roadway widths based on the adopted Comprehensive Plan (26-101c)
- Clarifies developer's responsibility for construction of sidewalks in locations of non-building sites (26-105)
- Formally adopts reference to PROWAG (Public Right of Way Accessibility Guidelines) as a standard (26-105a)

Section 26 Updates (Cont.)

- Clarifies requirements for mailbox construction with developments (26-108)
- Extends the maintenance bond period for infrastructure construction to two (2) years (26-83)

Section 26 Updates (Cont.)

- Establishes Homeowners Associations to be required for residential subdivisions(26-86) (stakeholder agreement not achieved)
- Establishes Street Trees to be required along newly constructed public roadways. (26-109) (stakeholder agreement not achieved)

Alternatives Considered

The City Council has three (3) alternatives. The Council may:

- Request a modification or further studies to the proposed Ordinance change
- Take no action
- Adopt this Ordinance to amend Chapter 26, Subdivisions and Other Property Developments of the City of Killeen's Code of Ordinances

Staff Recommendation

- Staff recommends that the City Council adopt this ordinance to amend Chapter 26, Subdivisions and Other Property Developments of the City of Killeen's Code of Ordinances

City of Killeen

Staff Report

File Number: OR-22-022

DATE: **December 6, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Holli Clements, City Attorney**

SUBJECT: **Amendment to Chapter 22, Article V - Marijuana Enforcement**

BACKGROUND AND FINDINGS:

On November 22, 2022, City Council canvassed the November 8 Special Election where the voters approved the initiative ordinance to eliminate low-level marijuana enforcement. City Council directed a moratorium on the ordinance until December 6, 2022 when Council would consider possible amendments to the ordinance.

City Council discussed the option of amending or removing Section 22-83 of the ordinance which prohibits Killeen police officers from considering the odor of marijuana or hemp to constitute probable cause for any search or seizure except in limited circumstances.

Based on that discussion and so that City Council will have the option to take action on this or other amendments, staff has prepared a draft ordinance removing Section 22-83. Rather than taking action on this item at this time, City Council may instead choose to discuss further options during the meeting or the workshop.

THE ALTERNATIVES CONSIDERED:

The alternatives are:
1. Approve the amendment as presented to the Marijuana Enforcement Ordinance;
2. Approve additional or different amendments to the Marijuana Enforcement Ordinance; or
2. Do not approve amendments to the Marijuana Enforcement Ordinance at this time.

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Section 110 of the City Charter authorizes amendment of an initiative ordinance.

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Per City Council direction, staff recommends that City Council consider an ordinance amending Chapter 22, Article V - Marijuana Enforcement, of the Killeen Code of Ordinances.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance
Initiative Ordinance Petition

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER 22, ARTICLE V – MARIJUANA ENFORCEMENT, OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, on November 22, 2022, City Council canvassed the November 8, 2022 Special Election where the voters approved an initiative ordinance to eliminate low-level marijuana enforcement; and

WHEREAS, the City of Killeen Charter authorizes repeal or amendment of an initiative ordinance; and

WHEREAS, the City Council finds that amending the Marijuana Enforcement ordinance is in the best interest of the City;

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

SECTION I. That Chapter 22, Article V – Marijuana Enforcement, is hereby amended to remove Section 22-83 as follows:

CHAPTER 22 – POLICE

*****

ARTICLE V. – MARIJUANA ENFORCEMENT

*****

SECTION II: That should any action or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV: That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION V: That this ordinance shall be effective after its passage and publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 6th day of December, 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq*.

APPROVED

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

_____
Holli C. Clements, CITY ATTORNEY

The names and addresses of five electors, who, as a committee of the petitioners, shall be regarded as responsible for the circulation and filing of the petition:
Shirley Fleming, 1805 Kenyon St., Killeen, TX 76543
Melvin Brown, Jr., 650 Turkey Trot, Killeen, TX 76542
Louie Minor, 503 West Avenue I, Killeen TX 76541
Jonathan Hildner, 4200 Elms Run Circle A, Killeen, TX 76542
Runda Wells, 2111 Southport Dr., Killeen TX 76542

AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT
BE IT ORDAINED BY THE VOTERS OF THE CITY OF KILLEEN:
Chapter 22, Article V of the City Code is hereby created, to be titled "Marijuana Enforcement" and to read as follows:
ARTICLE V. - MARIJUANA ENFORCEMENT
Sec. 22-80. - Ending citations and arrests for misdemeanor possession of marijuana.
(a) Killeen police officers shall not issue citations or make arrests for Class A or Class B misdemeanor possession of marijuana offenses, except in the limited circumstances described in (b).
(b) The only circumstances in which Killeen police officers are permitted to issue citations or make arrests for Class A or Class B misdemeanor possession of marijuana are when such citations or arrests are part of (1) the investigation of a felony level narcotics case that has been designated as a high priority investigation by a Killeen police commander, assistant chief of police, or chief of police; and/or (2) the investigation of a violent felony.
(c) In every instance other than those described in (b), if a Killeen police officer has probable cause to believe that a substance is marijuana, an officer may seize the marijuana. If the officer seizes the marijuana, they must write a detailed report and release the individual if possession of marijuana is the sole charge.
(d) Killeen police officers shall not issue any charge for possession of marijuana unless it meets at least one of the factors described in (b).
Section 22-81. - Citations for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.
(a) A class C misdemeanor citation for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.
Section 22-82. - Prohibition against using City funds or personnel to conduct THC concentration testing.
(a) No City funds or personnel shall be used to request, conduct, or obtain tetrahydrocannabinol (THC) testing of any cannabis-related substance to determine whether the substance meets the legal definition of marijuana under state law, except in the limited circumstances of a police investigation pursuant to § 22-80(b).
(b) This prohibition shall not limit the ability of Killeen police to conduct toxicology testing to ensure public safety, nor shall it limit THC testing for the purpose of any violent felony charge.
Section 22-83. - Prohibition against City police using the odor of marijuana or hemp as probable cause for search or seizure.
(a) Killeen police shall not consider the odor of marijuana or hemp to constitute probable cause for any search or seizure, except in the limited circumstances of a police investigation pursuant to § 22-80(b).
Section 22-84. - Training and policy updates; community involvement.
(a) The City Manager and Chief of Police shall ensure that Killeen police officers receive adequate training concerning each of the provisions of this ordinance.
(b) The City Manager shall work with the Killeen Police Chief and other relevant stakeholders identified in (c) to update City policies and internal operating procedures in accordance with this ordinance. Actions that may be necessary include, but are not limited to: updating the Killeen Police Department General Manual; updating the training bulletin; training officers; and updating internal databases and systems.
(c) The City Manager shall arrange regular meetings to discuss the development of policies, procedures, and practices related to this ordinance, which shall include community stakeholders including: the Police Chief's Advisory Panel; other interested stakeholders and community organizations; individuals directly impacted by arrests within the City; immigrant communities; and communities of color. These meetings shall be open to public participation, have minutes and agendas publicly accessible, and have audio and video recordings uploaded to the City's website.
Section 22-85. - Discipline.
(a) Any violation of this chapter may subject a Killeen police officer to discipline as provided by the Texas Local Government Code or as provided in City policy.
Section 22-86. - Reporting.
(a) Within three months of the adoption of this ordinance, and once per year thereafter, the City Manager or their designee shall present to the City Council, at a public meeting subject to the Texas Open Meetings Act, a report concerning the City's implementation of this ordinance.

MARIJUANA ENFORCEMENT ORDINANCE

OR-22-022

December 6, 2022

Background

- On November 22, 2022, City Council canvassed the November 8 Special Election where the voters approved the initiative ordinance to eliminate low-level marijuana enforcement.
- Also on November 22, 2022, City Council placed a moratorium on the ordinance until December 6, 2022 when Council would further consider options related to the ordinance.

Sec. 22-83

- City Council discussed the option of amending or removing Sec. 22-83 which prohibits KPD from considering the odor of marijuana as probable cause for any search or seizure, except in limited circumstances.

Ordinance Provisions

- Killeen police officers shall not issue citations or make arrests for Class A or B misdemeanor possession of marijuana (POM) with certain exceptions.
- Class C citations for drug paraphernalia shall not be issued in lieu of POM charge.
- No city funds or personnel shall be used to perform testing to confirm whether a substance meets the legal definition of marijuana.

Ordinance Provisions

- Odor of marijuana shall not constitute probable cause for any search or seizure, except in limited circumstances.
- Officers shall be trained on the ordinance, policies and procedures shall be updated in accordance with the ordinance, and regular open meetings with stakeholders shall be arranged to discuss practices related to the ordinance.

Ordinance Provisions

- Violation of the ordinance may subject a police officer to discipline.
- Within 3 months of adoption of the ordinance, and annually thereafter, a report shall be submitted to the City Council concerning implementation of the ordinance.

Alternatives

- Amend the ordinance as presented;
- Approve additional or different amendments; or
- Do not amend the ordinance at this time.

City of Killeen

Staff Report

File Number: PH-22-084

1	City Council Workshop	11/29/2022	Reviewed and Referred	City Council	12/06/2022

DATE: **November 29, 2022**.

TO: **Kent Cagle, City Manager**.

FROM: **Edwin Revell, Executive Director of Development Services**.

SUBJECT: **ZONING CASE #Z22-49 "A-R1" (AGRICULTURAL SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT)**.

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Jerome & Rachel Gomer and Killeen Heating & Air Conditioning, Inc
Agent: Mitchell & Associates, Inc
Current Zoning: "A-R1" (Agricultural Single-Family Residential District)
Proposed Zoning: "R-2" (Two-Family Residential District)
Current FLUM Designation: 'Residential Mix'

Summary of Request:

Mitchell & Associates, Inc, on behalf of Jerome & Rachel Gomer and Killeen Heating & Air Conditioning, Inc, has submitted a request to rezone approximately 11.64 acres, being Pt. Lot 3, Lot 4 & Pt. Lot 5, Block 1, Cosper Creek Addition, from "A-R1" (Agricultural Single-Family Residential District) to "R-2" (Two-Family Residential District). If approved, the applicant intends to develop two-family homes on the property.

Killeen Code of Ordinances Chapter 31 Compliance:

Killeen Code of Ordinances Sec. 31-231 allows two-family dwellings and any other uses permitted in the "R-1" zoning district.

Zoning/Plat Case History:

The subject property was annexed into the City limits on March 16, 2004 via Ordinance No. 04-12. The property was subsequently zoned from "A" (Agricultural District) to "AR-1" (Agricultural Single-Family Residential District) on April 26, 2005 via Ordinance No. 05-31. The property was platted as Cosper Creek Addition Block 1, Lots PT 3, 4, and PT 5 on March 28, 1994.

On April 4, 2022, the applicant submitted a concurrent request to amend the 2010 Future Land Use Map (Case #FLUM 22-15) from a 'Suburban Commercial' (SC) designation to a 'General Residential' (GR) designation. In addition, the applicant requested to rezone 9.386 acres from "A-R1" (Agricultural Single-Family Residential) to "R-2" (Two-Family Residential District) (Case #Z22-20). Staff and the Commission recommended approval of the FLUM amendment and the rezoning request. However, the applicant withdrew both the FLUM amendment and the associated rezoning request during the May 10th City Council meeting.

Since that time, the 2022 Comprehensive Plan was adopted, which identifies this area as 'Residential Mix'. Therefore, a FLUM amendment is no longer needed. The applicant has resubmitted a standalone request to rezone the property.

Character of the Area:

North: Vacant commercial property zoned "B-3" (Local Business District) w/ a Conditional Use Permit (CUP)
South: Existing two-family homes zoned "A-R1" (Agricultural Single-Family Residential District)
East: Vacant commercial property and existing single-family homes and auto salvage business zoned "R-1" (Single-Family Residential District) and "B-3" (Local Business District)
West: Vacant commercial property and existing single-family home zoned "AR-1" (Agricultural Single-Family Residential District) and "B-3" (Local Business District) w/ a Conditional Use Permit (CUP)

Future Land Use Map Analysis:

This property is located within the 'Controlled Growth' area on the Growth Sector Map and designated as 'Residential Mix' on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

This 'Residential Mix' place type creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Aside from large multiplex garden apartments, most housing types should be allowed here. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4 units), etc.

This 'Controlled Growth' sector includes areas in the city limits and approved Municipal Utility Districts (MUDs) that have access to city infrastructure in close proximity. Development proposed in this sector will be evaluated for adherence to the Big Ideas and Recommendations of the plan, particularly those related to housing and neighborhood options and improve the fiscal health and sustainability of Killeen.

The request supports or furthers the following Comprehensive Plan recommendations:

- LU1 - Use place types and complete neighborhoods as building blocks
- NH3 - Diversifying housing mix (types and price points)
- NH4 - Build complete neighborhoods

The proposed use is an example of providing for missing middle housing other than detached single-family homes and apartment complexes which will contribute to diversifying the housing mix in

Killeen. The Comprehensive Plan explains that "allowing for more diverse housing, such as duplexes […] would provide a major increase in tax revenue while also increasing the number of available housing units, which in turn serves to help the city remain as an affordable place to live" (pg. 51). The Comprehensive Plan highlights that housing types like duplexes have added benefit such as affordability and fiscal sustainability for the community.

Neighborhood Analysis:

This property is located within Killeen Development Zone #8 (Exhibit A). The current land use mix (Exhibit B) within this area comprises approximately 2% non-residential uses and 98% residential uses. The zoning districts within the area includes approximately 21% agricultural uses, 21% non-residential zoning districts and 58% residential zoning districts; this number excludes special districts such as conditional or special use permits and planned unit developments. 'Residential Mix' promotes a use mix of up to 25% non-residential and 95% residential uses.

Water, Sewer and Drainage Services:

Provider: City of Killeen
Within Service Area: YES
Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

Transportation and Thoroughfare Plan:

Ingress and egress to the lots is from Trimmier Rd which is classified as a 100'-110' wide minor arterial street on the City of Killeen adopted Thoroughfare Plan. Staff estimates that there will be 681 trips per day with 52 peak hour trips generated and has determined that a Traffic Impact Analysis is not required for the proposed land use.

Environmental Assessment:

A small portion of the northwest corner of this property is within a FEMA regulatory Special Flood Hazard Area (SFHA)associated with the Rock Creek floodplain. This a freshwater emergent wetland habitat on the property as identified on the National Wetlands Inventory.

Public Notification:

Staff notified twenty-one (21) surrounding property owners regarding this request. Of those surrounding properties notified, three (3) are located outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and ten (10) reside outside of Killeen.

As of the date of this staff report, staff has received no written responses regarding this request.

Staff Findings:

Please see Future Land Use and Neighborhood Analysis section.

THE ALTERNATIVES CONSIDERED:

The City Council may:

- Disapprove the applicant's request;
- Approve a more restrictive zoning district; or
- Approve the applicant's request as presented.

Which alternative is recommended? Why?

Staff recommends approval of the applicant's zoning change request for "R-2" (Two-Family Residential District).

Staff finds that the request is consistent with the policies and principles of the 2022 Comprehensive Plan as indicated in the Comprehensive Plan Analysis.

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of City funds.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

At their regular meeting on October 17, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 5 to 0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Exhibit
Maps
Site Photos
Minutes
Ordinance
Considerations
Responses

Exhibits

Case #Z22-49: “A-R1” to “R-2”

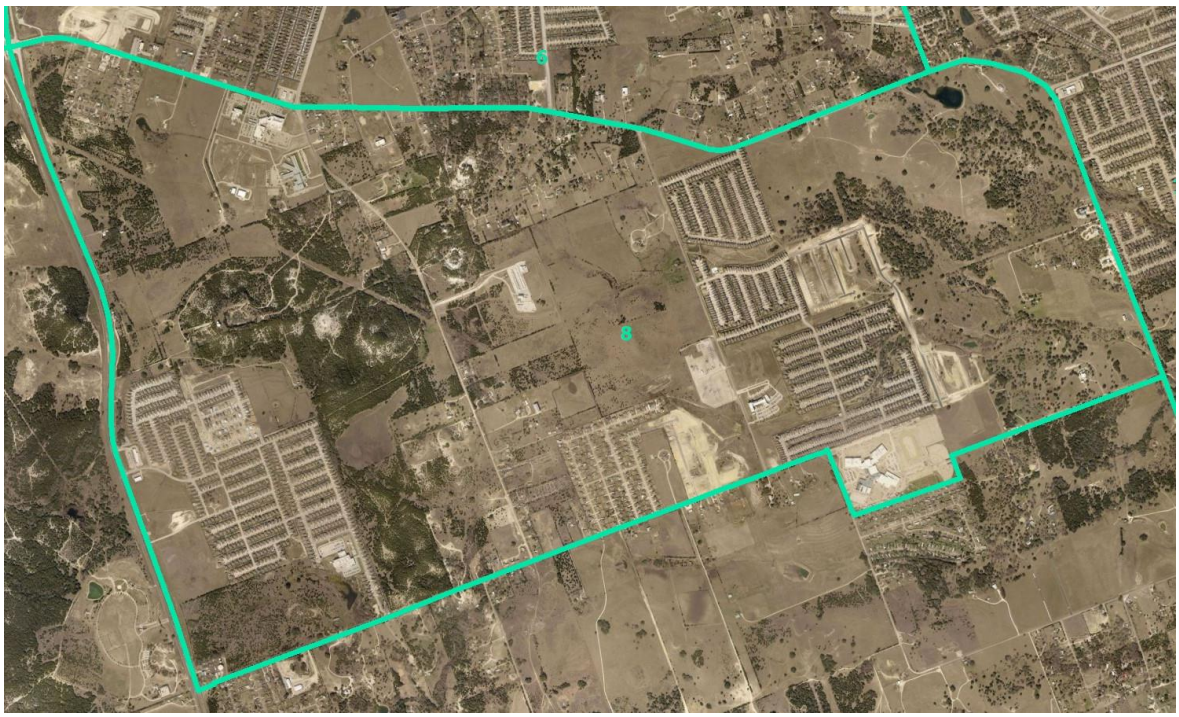


Exhibit A. Killeen Development Zone #8 boundary map.

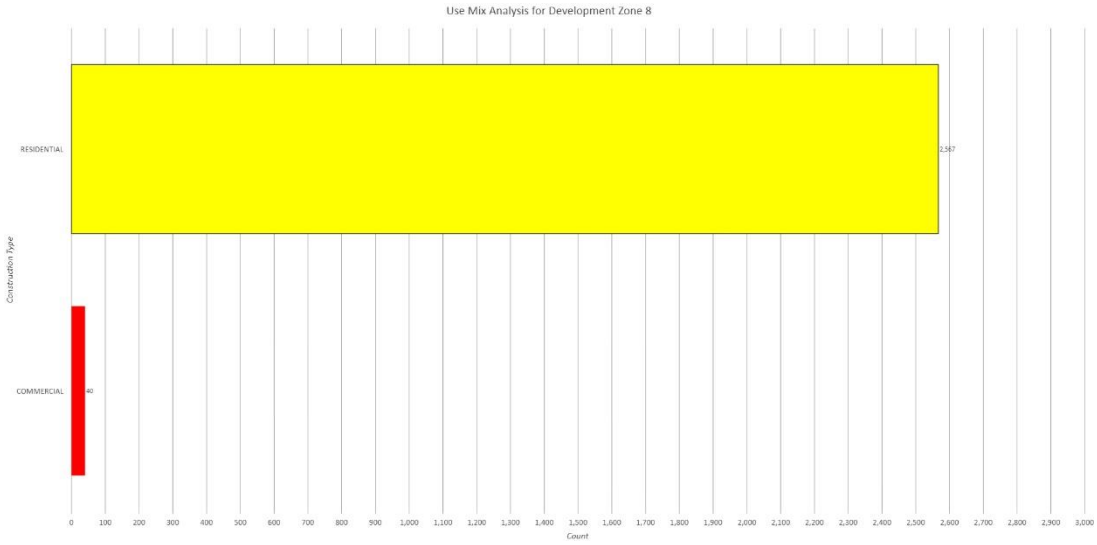
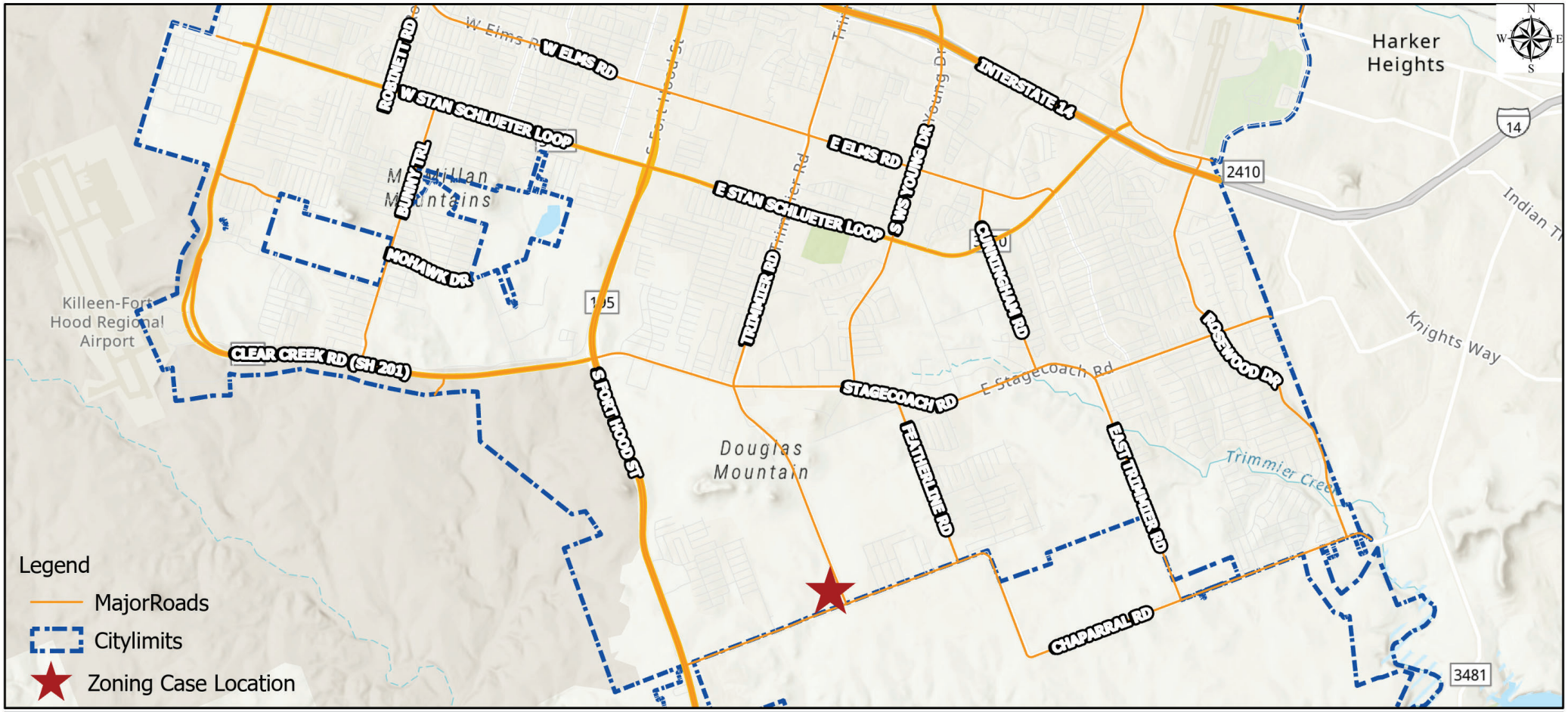


Exhibit B. Use Mix for Killeen Development Zone #8.



LOCATION MAP
Council District: 3

0 1 2 Miles

Zoning Case 2022-49

A-R1 TO R-2

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, (S 355.61' OF 3), ACRES 4.386, COSPER CREEK ADDITION, BLOCK 001, LOT 0004, ACRES 5.0, AND COSPER CREEK ADDITION, BLOCK 001, LOT PT 5, (N 204' OF 5, LESS SE 110' X 131'), ACRES 2.254

AERIAL MAP

Council District: 3

0 150 300

Feet

Zoning Case 2022-49

A-R1 TO R-2

Legend

Citylimits

Zoning Case

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, (S 355.61' OF 3), ACRES 4.386, COSPER CREEK ADDITION, BLOCK 001, LOT 0004, ACRES 5.0, AND COSPER CREEK ADDITION, BLOCK 001, LOT PT 5, (N 204' OF 5, LESS SE 110' X 131'), ACRES 2.254

NOTIFICATION MAP

Council District: 3

0 150 300 Feet

Zoning Case 2022-49

A-R1 TO R-2

Legend

CurrentZoning: A-R1, R-1, A, B-3

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, (S 355.61' OF 3), ACRES 4.386, COSPER CREEK ADDITION, BLOCK 001, LOT 0004, ACRES 5.0, AND COSPER CREEK ADDITION, BLOCK 001, LOT PT 5, (N 204' OF 5, LESS SE 110' X 131'), ACRES 2.254

SITE PHOTOS

Case #Z22-49: “A-R1” to “R-2”

View of the subject property looking north:

View of the subject property looking south:

SITE PHOTOS

Case #Z22-49: “A-R1” to “R-2”

View of the surrounding property to the north:

View of the adjacent property to the south:

MINUTES
PLANNING AND ZONING COMMISSION MEETING
OCTOBER 17, 2022

CASE #Z22-49
"A-R1" to "R-2"

HOLD a public hearing and consider a request submitted by Mitchell & Associates, Inc., on behalf of Jerome & Rachel Gomer and Killeen Heating & Air Conditioning Inc. **(Case #Z22-49)** to rezone approximately 11.64 acres, being Pt. Lot 3, Lot 4 & Pt. Lot 5, Block 1, Cosper Creek Addition, from "A-R1" (Agricultural Single-Family Residential District) to "R-2" (Two-Family Residential District). The properties are locally addressed as 10225, 10335, & 10395 Trimmier Road, Killeen, Texas.

Ms. Larsen stated that, if approved, the applicant intends to develop two-family homes on the property. She also stated that a small portion of the northwest corner of this property is within a FEMA regulatory Special Flood Hazard Area associated with the Rock Creek floodplain. There is a freshwater emergent wetland habitat on the property as identified on the National Wetlands Inventory.

Staff notified twenty-one (21) surrounding property owners regarding this request. Of those notified, three (3) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and ten (10) property owners reside outside of Killeen. To date, staff has received two (2) written responses, including one in support of the request, and one in opposition.

Ms. Larsen further stated that staff finds that the request is consistent with the policies and principles of the 2022 Comprehensive Plan. Staff recommended approval of the applicant's request to rezone the property to "R-2" (Two-Family Residential District).

Mr. Ace Reneau was present to represent the request.

Chairman Minor asked how many duplexes the applicant is intending to build. Mr. Reneau stated that they are in the planning stages and have not yet determined how many lots there will be.

Chairman Minor opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Gukeisen moved to recommend approval of the applicant's request. Commissioner Wilson seconded, and the motion passed by a vote of 4 to 0.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 11.64 ACRES BEING PT LOT 3 AND LOT 4 AND PT LOT 5, COSPER CREEK ADDITION, FROM "A-R1" (AGRICULTURAL SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT), PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mitchell & Associates, Inc, on behalf of Jerome & Rachel Gomer and Killeen Heating & Air Conditioning, Inc, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 11.64 acres, being Pt. Lot 3, Lot 4 & Pt. Lot 5, Block 1, Cosper Creek Addition, from "A-R1" (Agricultural Single-Family Residential District) to "R-2" (Two-Family Residential District), said request having been duly recommended for approval of the "R-2" (Two-Family Residential District) by the Planning and Zoning Commission of the City of Killeen on the 17th day of October 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 6th day of December 2022, at the City Hall, City of Killeen;

WHEREAS the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission;

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

SECTION I. That the zoning classification of approximately 11.64 acres, being Pt. Lot 3, Lot 4 & Pt. Lot 5, Block 1, Cosper Creek Addition, from "A-R1" (Agricultural Single-Family Residential District) to "R-2" (Two-Family Residential District), said request having

been duly recommended for approval of the "R-2" (Two-Family Residential District), for the property locally addressed as 10225, 10335, and 10395 Trimmer Road, Killeen Texas.

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 6th day of December 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

_____

Debbie Nash-King, MAYOR

ATTEST:

_____

Judy Paradice, INTERIM CITY SECRETARY

APPROVED AS TO FORM

_____

Holli C. Clements, CITY ATTORNEY

Case #22-49

Ord. #22-___

CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

B. Conditional Use Permit (if applicable)

Whether the use in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.

CUT HERE

YOUR NAME: James Tenner PHONE NUMBER: 254 630 9898

CURRENT ADDRESS: 3340 Chaparral Rd

ADDRESS OF PROPERTY OWNED: 3340 Chaparral Rd

COMMENTS:

I'm concerned where runoff water will go? Multi family homes in that area will change the flow of drainage.

My property is located within a flood plain at the lowest point.

I'm in opposition of this request

SIGNATURE: REQUEST: "A-R1" to "R-2" SPO #Z22-49/ 13

RECEIVED
OCT 17 2022
PLANNING

RECEIVED
OCT 17 2022

P.O. BOX 1329, KILLEEN, TEXAS 76540-1329, 254-501-7621, FAX 254-501-7609

CUT HERE

YOUR NAME: MICHAEL JUNG PHONE NUMBER: 254 681-1771

CURRENT ADDRESS: 3288 CHAPARRAL, KILLEEN TX 76547

ADDRESS OF PROPERTY OWNED: SAME

COMMENTS:

APPROVE OF RE ZONING

RECEIVED
OCT 17 2022
PLANNING

SIGNATURE: REQUEST: "A-R1" to "R-2" SPO #Z22-49/ 14, 15

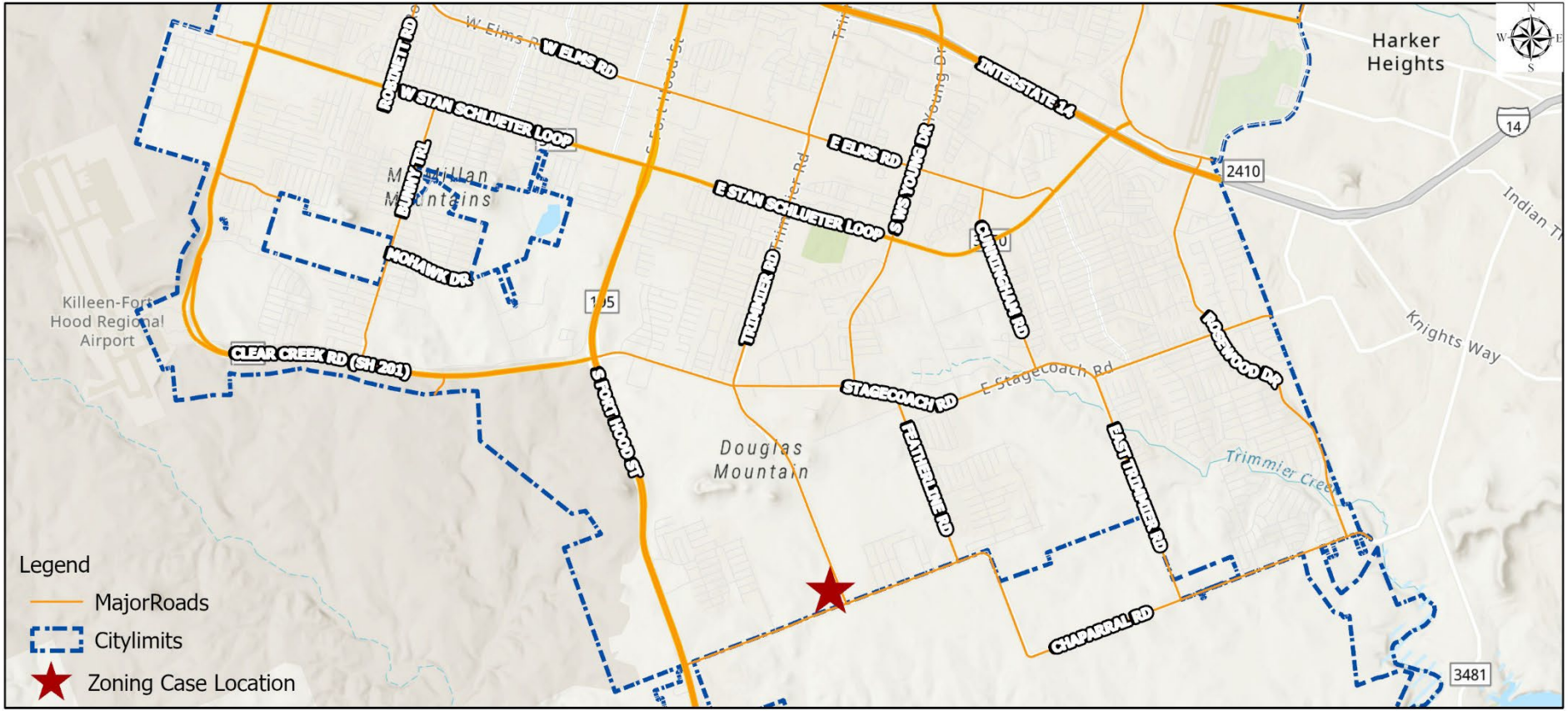
CASE #Z22-49:
“A-R1” TO “R-2”

PH-22-084

November 29, 2022

Case #Z22-49: “A-R1” to “R-2”

- **HOLD** a public hearing and consider an ordinance requested by Mitchell & Associates, Inc., on behalf of Jerome & Rachel Gomer and Killeen Heating & Air Conditioning Inc. **(Case #Z22-49)** to rezone approximately 11.64 acres, being Pt. Lot 3, Lot 4 & Pt. Lot 5, Block 1, Cosper Creek Addition, from “A-R1” (Agricultural Single-Family Residential District) to “R-2” (Two-Family Residential District).
- Locally addressed as 10225, 10335, & 10395 Trimmier Road



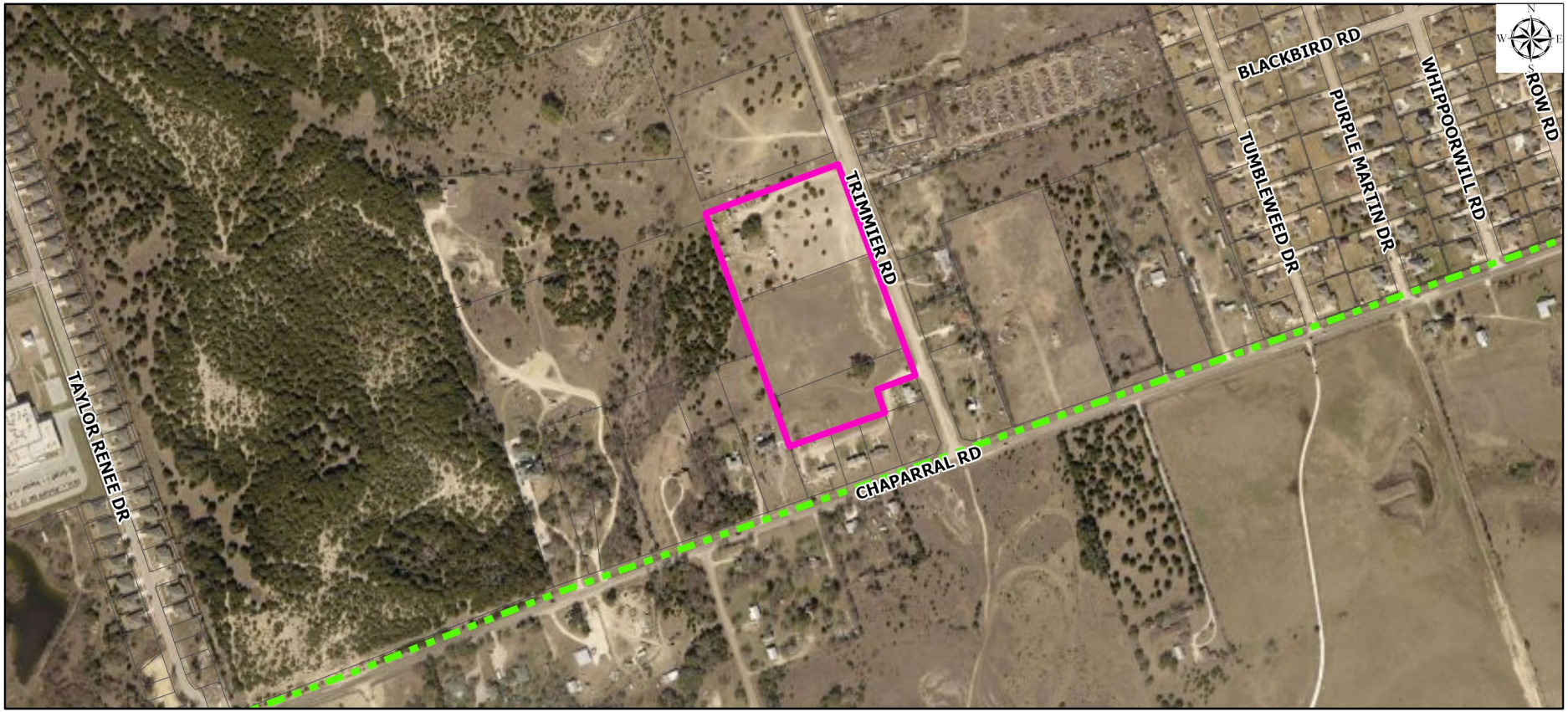
LOCATION MAP
Council District: 3

0 1 2 Miles

Zoning Case 2022-49

A-R1 TO R-2

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, (S 355.61' OF 3), ACRES 4.386, COSPER CREEK ADDITION, BLOCK 001, LOT 0004, ACRES 5.0, AND COSPER CREEK ADDITION, BLOCK 001, LOT PT 5, (N 204' OF 5, LESS SE 110' X 131'), ACRES 2.254



AERIAL MAP

Council District: 3

0 150 300

Feet

Zoning Case 2022-49

A-R1 TO R-2

Legend

Citylimits

Zoning Case

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, (S 355.61' OF 3), ACRES 4.386, COSPER CREEK ADDITION, BLOCK 001, LOT 0004, ACRES 5.0, AND COSPER CREEK ADDITION, BLOCK 001, LOT PT 5, (N 204' OF 5, LESS SE 110' X 131'), ACRES 2.254

Case #Z22-49: “A-R1” to “R-2”

- If approved, the applicant intends to develop two-family homes on the property.

ZONING MAP
Council District: 3
0 150 300
Feet

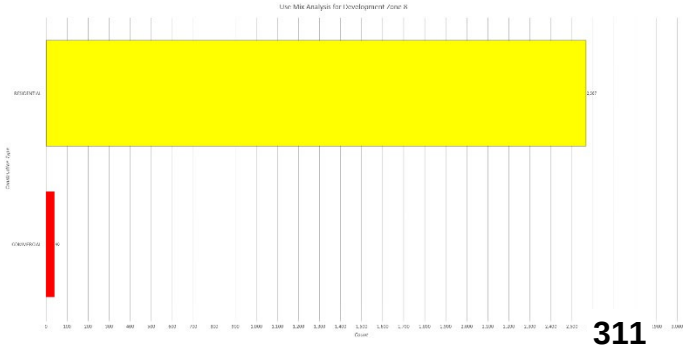
Zoning Case 2022-49

A-R1 TO R-2

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, (S 355.61' OF 3), ACRES 4.386, COSPER CREEK ADDITION, BLOCK 001, LOT 0004, ACRES 5.0, AND COSPER CREEK ADDITION, BLOCK 001, LOT PT 5, (N 204' OF 5, LESS SE 110' X 131'), ACRES 2.254

Comprehensive Plan Analysis

- ‘Controlled Growth’ Growth Sector
- Killeen Development Zone #8
- Approximately 2% non-residential and 98% residential uses of current land use mix.
- Approximately 21% agricultural, 21% non-residential zoning districts and 58% residential zoning districts
- ‘Residential Mix’ promotes a use mix of up to 25% non-residential and 95% residential uses.



Comprehensive Plan Analysis

- This request is consistent with the 'Residential Mix' designation of the Future Land Use Map (FLUM).

- The request supports or furthers the implementation of the following Comprehensive Plan recommendations:
  - **LU3** – Encourage incremental evolution of neighborhoods
  - **NH3** – Diversifying housing mix (types and price points)
  - **NH4** – Build complete neighborhoods

*Land Use & Growth Management (LU) and Neighborhoods (NH) Recommendations

Comprehensive Plan Analysis

- Example of providing missing middle housing to contribute to diversifying housing mix in Killeen
- "Allowing for more diverse housing, such as duplexes [...] would provide a major increase in tax revenue while also increasing the number of available housing units, which in turn serves to help the city remain as an affordable place to live." (pg. 51)
- Housing types like duplexes have added benefit such as affordability and fiscal sustainability for the community.

Environmental Assessment

- A small portion of the northwest corner of this property is within a FEMA regulatory Special Flood Hazard Area associated with the Rock Creek floodplain. There is a freshwater emergent wetland habitat on the property as identified on the National Wetlands Inventory.

Case #Z22-49: “A-R1” to “R-2”

View of the subject property looking north:

Case #Z22-49: “A-R1” to “R-2”

View of the property looking south:

Case #Z22-49: “A-R1” to “R-2”

View of the adjacent property to the south:

Public Notification

- Staff notified twenty-one (21) surrounding property owners regarding this request.
- Of those notified, three (3) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and ten (10) property owners reside outside of Killeen.
- To date, staff has received two (2) written responses regarding this request – one (1) in support, and one (1) in opposition.

NOTIFICATION MAP

Council District: 3

0 150 300 Feet

Zoning Case 2022-49

A-R1 TO R-2

Legend

CurrentZoning: A-R1, R-1, A, B-3

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, (S 355.61' OF 3), ACRES 4.386, COSPER CREEK ADDITION, BLOCK 001, 0004, ACRES 5.0, AND COSPER CREEK ADDITION, BLOCK 001, LOT PT 5, (N 204' OF 5, LESS SE 110' X 131'), ACRES 2.254

Alternatives

- The City Council may:
  - Disapprove the applicant's request;
  - Approve a more restrictive zoning district than requested; or
  - Approve the applicant's request as presented.

Staff Recommendation

- Staff finds the request consistent with the policies and principles of the 2022 Comprehensive Plan as indicated in the Comprehensive Plan Analysis.

- Staff recommends approval of the applicant's zoning change request for "R-2" (Two-Family Residential District).

Commission Recommendation

- At their regular meeting on October 17, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.